

# STATE BOARD OF EDUCATION MEETING June 17 & 18, 2025 Idaho State University ICCU Bengal Alumni Center 1601 E Bonneville St Pocatello, ID 83201

Public Streaming: https://www.youtube.com/@idahostateu

Tuesday, June 17, 2025 - 8:00 a.m. (Mountain Time)

### **BOARDWORK**

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

# **EXECUTIVE SESSION** – (Closed to the Public)

Action Item to go into Executive Session - No action taken in Executive Session.

1. To go into Executive Session pursuant to Idaho Code § 74-206(1)(b) "to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent," and

pursuant to Idaho Code § 74-206(1)(f) "to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement."

#### WORK SESSION

**IDE** 

1. K-12 Federal Waiver Strategy – Information Item

#### IDAHO DEPARTMENT OF EDUCATION

- 1. Superintendent's Update K-12 Overview Information Item
- ESSA Plan Amendment Alternate English Language Proficiency Reclassification Criteria & Growth to Proficiency – Information Item
- 3. Less Than Ten (10) Students Reported in Average Daily Attendance Information Item

#### **BOARD OF TRUSTEES - IDAHO STATE UNIVERSITY**

- 1. Idaho State University Annual Report Information Item
- 2. Idaho State University Students address the Board

3. Idaho State University Employees address the Board

# Wednesday, June 18, 2025 – 9:00 a.m. (Mountain Time)

# **CONSENT**

# **BAHR**

- Boise State University Employment Agreements for Assistant Football Coaches

   Action Item
- Boise State University Employment Agreement for Head Football Coach Action Item
- 3. Idaho State University Authorization for a Subterranean Water and Sanitary Sewer Line Easement Beneath Board Property Adjacent to Alvin Ricken Drive in Pocatello, Idaho Action Item
- University of Idaho Amendment of Site Lease to Red Star Coffee Company Action Item
- University of Idaho Amendment to License Agreement with AT&T Wireless Services – Action Item

# IDE

- 6. Emergency Provisional Certification Action Item
- 7. Tuition Waiver Request for Plummer-Worley Joint School District 044 and Weiser School District 431 Action Item
- Request for Continuance of Remote School Status for Albion Elementary School (Cassia School District) and Athol Elementary School (Lakeland Joint School District) – Action Item

# **IRSA**

- University of Idaho Doctor of Psychology in Clinical Psychology Professional Fee – Action Item
- 10. Established Program to Stimulate Competitive Research (EPSCoR)Appointments Action Item

# **PPGA**

- 11. Request for Waiver of IDAPA 08.02.02.015.03(b) for Three Creak Elementary School District Action Item
- 12. Boise State University State Requirement Check for the Review of Boise State University's Educator Preparation Provider Action Item
- 13. Brigham Young University Idaho State Requirement Check for the Review of Brigham Young University Idaho's Educator Preparation Provider Action Item
- 14. Idaho State University State Requirement Check for the Review of Idaho State University's Educator Preparation Provider Action Item
- 15. University of Idaho State Requirement Check for the Review of University of Idaho's Educator Preparation Provider Action Item
- 16. University of Idaho Policy update: FSH 1520 Constitution of the University Faculty (V-2 Clause B; V-3, V-4; V-7 Clause A and V-8) Action Item
- 17. University of Idaho Policy update: FSH 1580 Bylaws of Faculty Senate (II-3, III-2, IV-1,2) Action Item

- 18. University of Idaho New Policy: FSH 3130 Disruptions of University Operations Action Item
- 19. Data Management Council Re-appointments Action Item

#### **OPEN FORUM**

# **BUSINESS AFFAIRS AND HUMAN RESOURCES**

- 1. FY2026 Agency/Institutions Operating Budgets Action Item
- 2. Agency Heads Compensation and Chief Executive Officers Contract Terms Action Item
- Idaho State University Reimbursement Resolution Life Sciences Building Action Item
- 4. University of Idaho Authorization for Additional Interim Financing Note Action Item
- 5. University of Idaho Authorization for Issuance of Series 2025A Bonds: Financing for University's Student Housing Projects Action Item
- 6. University of Idaho Long Range Campus Development Plan Action Item
- 7. University of Idaho Dissolution of Four Three Education Action Item
- 8. University of Idaho IPv4 Litigation Action Item

# PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

- Proposed Amendment to Board Policy I.M. Annual Planning and Reporting Second Reading – Action Item
- 2. Medical Education Plan Working Group Appointments Action Item
- 3. Boise State University President Search Update Information Item

# **WORK SESSION**

 Interim Process Related to Academic Programs (Idaho Code § 67-5909D) – Information Item

# INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

- 1. Board Policy III.N. Statewide General Education Second Reading Action Item
- 2. Board Policy III.G. Postsecondary Program Review and Approval First Reading
- 3. Lewis-Clark State College Direct-Entry Master of Science in Nursing Action Item
- 4. Dual Credit Report and Recommendations Action Item

# INFORMATIONAL

#### BAHR

1. Systemwide Insurance Report Update

#### **PPGA**

- 2. ISU Annual Report
- 3. EPP Accreditation and State Review Type
- 4. EPP CAEP Annual Report

# 5. Idaho Digital Learning Academy Annual Report

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 4:00 p.m. (MT), June 13, 2024. While the Board attempts to address items in the listed order, some items may be addressed by the Board prior to, or after the order listed.

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# 1. Agenda Approval

Changes or additions to the agenda.

# **BOARD ACTION**

I move to approve the agenda as posted.

# 2. Minutes Approval

# **BOARD ACTION**

I move to approve the minutes for the April 16-17, 2025 Regular Board Meeting.

# 3. Rolling Calendar

# **BOARD ACTION**

I move to set June 17-18, 2026 as the date, and Idaho State University as the location, for the June 2026 Regular Board Meeting.

#### **DRAFT MINUTES**



# STATE BOARD OF EDUCATION MEETING April 16-17, 2025 The University of Idaho Pitman Center, 2nd Floor 709 Deakin Avenue Moscow, ID 83843

A regular meeting of the Idaho State Board of Education was held at Idaho State University on April 16 and 17, 2025. Board President, Dr. Linda Clark, called the meeting to order at 9:01 a.m. (PDT).

# **Present**

Dr. Linda Clark, President William G. Gilbert, Jr., Vice President Superintendent Debbie Critchfield, Secretary Cindy Siddoway Kurt Liebich Shawn Keough Cally Roach David Turnbull

#### **BOARDWORK**

1. Agenda Review and Approval

# **BOARD ACTION**

M/S (Gilbert / Keough) I move to approve the agenda as posted. *Motion carried by voice vote.* 

2. Minutes Review and Approval

# **BOARD ACTION**

M/S (Gilbert / Siddoway) I move to approve the minutes for the February 19-20, 2025, Regular Board Meeting. *Motion carried by voice vote.* 

3. Rolling Calendar

#### **BOARD ACTION**

M/S (Gilbert / Critchfield) I move to set April 15-16, 2026, as the date, and the University of Idaho as the location, for the April 2026 Regular Board Meeting. *Motion carried by voice vote.* 

# **DRAFT MINUTES**

# CONSENT

# BAHR

- 1. FY 2026 Appropriations
- 2. FY 2026 Opportunity Scholarship Educational Costs Action Item
- 3. Idaho State University Men's Head Football Coach Contract Action Item
- 4. Idaho State University Alvin Ricken Property Sale and Easement Action Item **IDE**
- 5. Appointments to the Professional Standards Commission Action Item
- 6. Emergency Provisional Certificate Recommendations Action Item
- 7. Transportation Funding 103% Cap Waiver: Request for waiver of student transportation funding cap Action Item
- 8. Safety busing: Requests for approval to transport students less than one and one-half miles for the 2024-2025 school year Action Item

#### IRSA

- 9. Graduate Medical Education (GME) Committee Appointment Action Item
- 10. University of Idaho Undergraduate Certificate in Managing Facilities for Efficiency and Health Self Support Program Fee Action Item
- 11. University of Idaho Online Undergraduate Certificate in Historic Preservation Self Support Program Fee Action Item
- 12. Boise State University Bachelor of Science in Radiologic Sciences and Bachelor of Science in Advanced Medical Imaging Professional Program Fee Action Item
- 13. Boise State University Bachelor of Science in Respiratory Care Entry-to-Practice Program – Professional Program Fee – Action Item
- 14. Boise State University Online Bachelor of Business Administration in Accountancy – Online Program Fee – Action Item
- 15. Boise State University Online Undergraduate Certificate in Applied Teamwork
   Online Program Fee Action Item
- 16. Boise State University Online Undergraduate Certificate in Beer and Wine Studies Online Program Fee Action Item
- 17. Boise State University Online Undergraduate Certificate in Echocardiography Online Program Fee Action Item
- 18. Boise State University Online Undergraduate Certificate in Making Big Ideas Happen Online Program Fee Action Item
- 19. Boise State University Online Undergraduate Certificate in Mammography Online Program Fee Action Item
- 20. Boise State University Online Undergraduate Certificate in Vascular Ultrasound Online Program Fee Action Item

# **PPGA**

#### **DRAFT MINUTES**

- 21. Idaho Division of Vocational Rehabilitation Appointment Recommendations Action Item
- 22. STEM School Designation Recommendations Action Item

# **BOARD ACTION**

M/S (Gilbert / Siddoway) I move to approve the consent agenda. *Motion carried by voice vote.* 

#### **OPEN FORUM**

Kristin Haltinner, Rebecca Scofield, Kathy Dawes, Nick Koenig, and Kendal Shaber, addressed the Board regarding their concerns of Diversity, Equity, and Inclusion (DEI) and Senate Bill 1198.

# **BOARD OF REGENTS - UNIVERSITY OF IDAHO**

1. University of Idaho students (*Brian Stitts, Martha Smith, Claire Shelton, Hannah Brown, Chadwick Goodall, Anna Bliss, and Max Pieper*) addressed the Board. The students chose to attend the University of Idaho (UI) mainly for financial reasons and the scholarship opportunities offered. A few of the students cited the degree options and undergraduate research opportunities as reasons for choosing UI.

The students discussed some difficulties they had transferring credits to UI and suggested that high school students would experience better success if counselors were able to assist in career planning and if there was streamlined process to transfer credits and providing transcripts.

Addressing how to encourage high school students to attend higher education, the students cited the need of counselors to dispel myths surrounding higher education, to inform students how scholarships work, and to assist students with career planning.

2. University of Idaho employees (*Dr. Todd Schwartz, Special Assistant to The Provost for Community College Engagement, Annette Folwell, Associate Dean for Undergraduate Studies, Tim Boester, Director of Introductory Mathematics, Tara Hudiburg, Assistant Professor, Amanda Bauer, Controller, and Brad Martin, Director of Development)* addressed the Board. The panel discussed how prepared students are in math when they enter college and how students could be better educated. The K-12 math standards are helpful, but students could benefit by providing middle school teachers with additional resources.

# **DRAFT MINUTES**

The panel shared their thoughts regarding student support. The faculty are working diligently to assist students and provide them with the resources they need to be successful. The university is focused on students and their welfare. The employees applauded the work the Board has done regarding general education and how the credits are transferred. The panel cited that the low transfer rate of students from the community colleges was the larger issue.

President Clark placed the Board at recess at 10:12 a.m. President Clark reconvened the Board at 10:25 a.m.

3. President Scott Green presented the University of Idaho's Annual Report. President Green addressed how they are continuing to grow enrollment, enhancing student success, increasing research and achieving fundraising milestones. Freshman enrollment was at an all-time high, the university was named the best value among public universities in the west and on average, students are provided \$7,300 in scholarship funding per year. The Vandal Finish program has assisted over 4,300 students finish their degrees. A new record for research expenditures topped \$140 million.

# **DRAFT MINUTES**

# IDAHO DEPARTMENT OF EDUCATION

1. Superintendent Update (and Post Session Discussion)

Superintendent Critchfield reviewed the status of federal funding and how they are advising districts to best prepare them for potential changes. She expressed her desire to discuss federal regulations and assessments during a work session at the June Board meeting. The Superintendent reviewed some of the legislation that was passed during the 2025 session and the impact it will have on education. She also updated the Board on several projects her department is working on.

2. Milken Educator Awards Update

President Clark postponed this update to later in the day until the award recipient can be in attendance.

3. Adoption of Praxis Bridge Alternate – Assessment

Superintendent Critchfield presented a recommendation by the Professional Standards Commission (PSC) to approve the Praxis Bridge alternate content area assessment pathway. This assessment will allow teacher candidates a less costly alternative to retaking the full Praxis test. The alternative test is available to teachers who fail the Praxis within one standard error of measurement.

# **BOARD ACTION**

M/S (Critchfield / Turnbull) I move to approve the Praxis Bridge alternate content area assessment pathway, with three-year retroactive eligibility. *Motion carried by voice vote.* 

4. Proposed Removal of Extended Content Standards: Core Content Connectors

Due to federal mandates, the Idaho Department of Education (IDE) is asking to remove the reference to the extended content standards. Greg Wilson, Chief of Staff, IDE, clarified what the extended standards are and that this action does not impact the assessment and only the reference to the alternative assessment.

#### **BOARD ACTION**

#### **DRAFT MINUTES**

M/S (Critchfield / Gilbert) I move to approve the request by the Idaho Department of Education to remove the Idaho Extended Content Standards: Core Content Connectors in English language arts, mathematics, and science from State Board of Education policy under documents incorporated by reference and the Idaho Department of Education Idaho Content Standards webpage as of July 1, 2025. *Motion carried by voice vote.* 

President Clark placed the Board at recess at 11:50 a.m. President Clark reconvened the Board at 1:00 p.m.

# **BOARD ACTION**

M/S (Gilbert/Critchfield) I move to convene into Executive Session to consider personnel matters pursuant to Idaho Code § 74-206(1)(a) & (b), and to communicate with legal counsel regarding pending/imminently-likely litigation pursuant to Idaho Code § 74-206(1)(f) – Action Item (No action taken in Executive Session). *Motion carried by roll call vote of 8 AYE, 0 NAY.* 

# **EXECUTIVE SESSION - Closed to the Public**

The Board entered Executive Session at 1:01 p.m. President Clark reconvened the Board at 2:07 p.m.

Upon return from Executive Session, Board President Dr. Linda Clark stated that the Board concluded its discussion and took no action on the matter discussed

#### **BUSINESS AFFAIRS AND HUMAN RESOURCES**

1. Idaho State University – Learfield Contract Amendment

Pauline Thiros, Director of Athletics, Idaho State University, (ISU), presented ISU's proposal to enter into a Second Amendment to the Letter of Agreement between Bengal Sports Properties, LLC (BSP) and Idaho State University. Director Thiros stated the amendment would align with industry trends and ensure a more favorable revenue structure for the university.

# **BOARD ACTION**

M/S (Gilbert / Turnbull) I move to authorize Idaho State University to enter the Second Amendment to the Letter of Agreement between Idaho State University and Bengal Sports Properties, LLC as presented in Attachment 4. *Motion carried by voice vote.* 

# **DRAFT MINUTES**

Idaho Division of Vocational Rehabilitation – Request for Re-appointment of Interim Administrator, Judy Taylor

# **BOARD ACTION**

M/S (Gilbert / Critchfield) I move to approve the continued appointment of Judy Taylor as Interim Administrator for the Division of Vocational Rehabilitation until such time as a permanent administrator is appointed. *Motion carried by voice vote.* 

Dr. Clark announced that due to scheduling issues, the Milken Educator Award agenda item was moved to the afternoon, and the Board will now address it.

# IDAHO DEPARTMENT OF EDUCATION

3. Milken Educator Awards Update

Superintendent Critchfield introduced Marcus Ross, an eighth-grade teacher at Lakes Middle School in Coeur d'Alene as the recipient of the 2025 Milken Educator Award.

Dr. Mike Nelson, Deputy Superintendent of Instruction, Coeur D'Alene School District, provided additional details regarding Mr. Ross's qualifications for the award and how valuable he has been to education. Marcus Ross, Milken Educator Award recipient, expressed his appreciation for the award and his excitement regarding the direction of education in Idaho.

# PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

 Proposed Amendments to Board Policy I.M. – Annual Planning and Reporting – First Reading

Kurt Liebich stated the proposed amendments will provide more timeline flexibility to the institutions to prepare their required reporting.

Matt Reiber, External Affairs and Strategy Officer, Office of the State Board of Education, (OSBE), stated Board Policy I.M. is revised to separate the systemwide measures from the larger strategic planning process. This will allow for systemwide measures to be addressed more nimbly by separate vote of the Board. It will also ensure that the Board's K-20 strategic plan, which is reviewed

#### **DRAFT MINUTES**

for potential revisions each February, is the only document governing the specific measures two and four-year institutions are required to include in their annual Performance Reports to the Department of Financial Management (DFM).

# **BOARD ACTION**

M/S (Liebich / Siddoway) I move to approve the first reading of the proposed amendment to Board Policy I.M. as presented in Attachment 1. *Motion carried by voice vote.* 

# 2. Mentoring/Professional Platform Update

President Clark provided the background to how and why this policy was developed. Heidi Estrem, Associate Academic Office, OSBE, stated this has been a good example of deep collaboration between the Board and the Idaho Department of Education.

Megan Wonderlich, Director, Academics, IDE, explained the purpose and the framework of the Idaho Mentoring Program and Platform. Ms. Wonderlich also provided the outcomes from this proposed amendment.

Heather Mueller, Instructional Coach, Caldwell school district, shared her experience as a mentor and the impact on her mentees. Ms. Mueller cited the ability to meet in person was invaluable and shared feedback she received from her mentees.

President Clark thanked the committee for their work and congratulated them on the success. Board Member, David Turnbull, expressed how a mentorship changed his life early in his career. He commented that this is an impressive program, and the board should be commended in their foresight and work on this program.

# 3. Accountability Oversight Committee – Information Item

Kurt Liebich introduced the committee and explained that the committee analyzes a considerable amount of data and then makes recommendations to the Board based on their findings. Cindy Siddoway explained how the committee functions under the Board's direction and introduced Alison Henken, K-12 Accountability and Projects Program Manager, OSBE, and Dr. Roger Stewart, Chair of the Accountability and Oversight Committee.

#### **DRAFT MINUTES**

Ms. Henken reviewed the history of the Idaho Reading Indicator (IRI), what changes were made, why they were made and what that means in the AOC's Recommendations Report. She also presented the Executive Summary of the committee's report.

4. Lewis-Clark State College – Name Change Designation Request – Action Item

Kurt Liebich introduced Dr. Cynthia Pemberton, President, Lewis and Clark State College, (LCSC). Dr. Fred Chilson, Provost and Vice President Academic Affairs, LCSC, Royal Toy, Interim Chair of Teacher Education and Mathematics, and Logan Fowler, Director of Communication and Marketing presented the proposal to change the name of Lewis-Clark State College to Lewis-Clark State University. The request is a result of two years of collaboration between the college, community, and industry. LCSC cited several reasons why the name change would allow the school to be more competitive and alleviate confusion between them and community colleges. LCSC will remain committed that the name change will not alter LC State's scope or mission.

President Pemberton emphasized that there will not be a change in scope or mission and outlined the multiple steps that would need to happen prior to a change in scope. LC State remains committed to providing a low-cost education with small class sizes.

#### **BOARD ACTION**

M/S (Liebich / Siddoway) I move to approve the request by Lewis-Clark State College to change the name from 'College' to Lewis-Clark State University. *Motion carried by voice vote.* 

5. Boise State University President Search Update – Information Item

David Turnbull stated the search is in the early process and reviewed the structure of the search committee and subcommittees. A search firm has been vetted to assist in the process. It is important to the process that everyone is heard, and the committee is small.

6. Announcement of Board Officers – Information Item

Dr. Clark stated that due to legislation changes, the Governor appoints the Board President and Governor Little has appointed Kurt Liebich to fill the role of Board President. Mr. Liebich will announce the remaining officers on May 2, 2025.

#### **DRAFT MINUTES**

Kurt Liebich acknowledged Dr. Clark's contributions and leadership and thanked her for her service.

Dr. Clark placed the Board at recess at 4:28 p.m. until Thursday, April 17, 2025, at 9:00 a.m.

Thursday, April 17, 2025 – 9:00 a.m. (Pacific Time)

Dr. Clark reconvened the Board at 9:00 a.m.

# **INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**

1. Board Policy III.O. General Education English Writing and Mathematics Placement – Second Reading – Action Item

Dr. Heidi Estrem, Associate Academic Officer, OSBE, presented the proposed changes to Board Policy III.O. There are two proposed minor changes to Board Policy III.O between first and second readings. Based on input from registrars, a sentence in 3.e. has been removed to prevent confusion with degree requirements. Due to feedback from mathematics faculty leaders, a course has been added to 3.h.

# **BOARD ACTION**

M/S (Roach / Turnbull) I move to approve the second reading of proposed amendments to Board Policy III.O., General Education English Writing and Mathematics Course Placement, as submitted in Attachment 1, effective August 2026. *Motion carried by voice vote.* 

2. Repeal of Board Policy III.S. Remedial Education – Second Reading – Action Item

Dr. Heidi Estrem, Associate Academic Officer, OSBE, presented the proposed changes to Board Policy III.S. Dr. Estrem stated the proposed repeal is necessary because of the changes to Policy III.O and will reduce confusion.

# **BOARD ACTION**

M/S (Roach / Critchfield) I move to approve the second reading of the repeal of Board Policy III.S., Remedial Education, as submitted in Attachment 1. *Motion carried by voice vote.* 

#### **DRAFT MINUTES**

3. Board Policy III.N. Statewide General Education – First Reading – Action Item

Dr. Heidi Estrem, Associate Academic Officer, OSBE, presented the proposed changes to Board Policy III.N. Approval of the proposed amendments will update Idaho's general education framework and provide additional support for the curricular development work that is in process at the institutions.

#### **BOARD ACTION**

M/S (Roach / Keough) I move to approve the first reading of proposed amendments to Board Policy III.N., Statewide General Education, as submitted in Attachment 1. *Motion carried by voice vote.* 

4. University of Idaho – Bachelor of Science in Electrical Engineering-Global Hiroshima – Action Item

Dr. TJ Bliss, Chief Academic Officer, OSBE, presented the University of Idaho's, (UI), proposal to add a Bachelor of Science program in Electrical Engineering (BSEE-Global) in partnership with Hiroshima University. According to policy, the proposal has been through the review procedure and no concerns have been raised. Both Parties wish to collaborate to further the shared national security interests of the two countries.

Dr. Torrey Lawrence, Provost and Executive Vice President, UI, and Gwen Gorzelsky, Vice Provost for Academic Initiatives, UI, provided additional details regarding the proposed program. The program has been developed to meet high demand for engineers in the United States and Asia, to create safe semiconductor supply lines important to national security and to develop engineers to work effectively in groups or teams that include individuals from diverse backgrounds.

Patty Sanchez, Academic Affairs Program Manager, OSBE, reviewed the approval process with the Board and what necessitates the proposal to come before the Board. Dr. Bliss informed the Board that there is an agreement with Hiroshima University and that the Board is not being asked to approve that agreement. As is standard procedure with this type of program, the motion before the Board is to approve the program and the agreement is attached to the program.

David Turnbull applauded the university for bringing this type of proposal forward and recognized the importance of meeting local industry needs.

# **DRAFT MINUTES**

# **BOARD ACTION**

M/S (Roach / Turnbull) I move to approve the request by the University of Idaho to add a Bachelor of Science in Electrical Engineering (Global) in partnership with Hiroshima University as presented by the full proposal in Attachment 1. *Motion carried by voice vote.* 

5. University of Idaho – Online Doctor of Education in Learning, Leadership, and Innovation – Online Program Fee – Action Item

Patty Sanchez presented an overview of the proposed program and the approval process. Dr. TJ Bliss noted that the \$850 per credit hour is standard for a graduate program.

Gwen Gorzelsky stated that the revisions to the program are designed to make the program more relevant to leaders across different fields and to meet industry demand. The program will adopt a cohort model, allowing students to matriculate more quickly, and will be offered fully online, with the aim of completing the degree in three years.

# **BOARD ACTION**

M/S (Roach / Siddoway) I move to approve the request by the University of Idaho to modify the existing Ed.D. in Education program to a Doctor of Education in Learning, Leadership, and Innovation as presented in Attachment 1.

# **AND**

I move to approve the request by the University of Idaho to charge an online program fee of \$850 per credit hour for the Doctor of Education in Learning, Leadership, and Innovation, in conformance with the program budget submitted to the Board in Attachment 1. *Motion carried by voice vote.* 

Recognition of Accreditation Organizations for Purposes of Registration of Postsecondary Educational Institutions – Action Item

Dr. TJ Bliss reviewed the accreditation process with the Board and the changes in statute that necessitate this approval.

### **BOARD ACTION**

#### **DRAFT MINUTES**

M/S (Roach / Keough) I move to approve Board recognition of the same accreditors that are recognized by the U.S. Department of Education for purposes of registration of postsecondary educational institutions and proprietary schools. In the event that USDE ceases publication of a list of nationally recognized accrediting organizations, the Board will continue to recognize accreditors on the list for a period of one year. *Motion carried by voice vote*.

7. Dual Credit Report and Recommendations – Information Item

Cally Roach noted that Idaho is known nationally for dual credit work and commended the staff for their work on this project. Dr. Bliss also acknowledged the committee's work on the report and this is the first comprehensive report on dual credit in the state.

Dr. Estrem presented the report and recommendations to the Board. The review assessed the dual credit program's effectiveness in supporting student learning and identified opportunities for improvement, ensuring the program's long-term sustainability and relevance in Idaho's educational landscape. The report included several recommendations which, if adopted by the Board, would provide clear direction for Board staff and the institutions over the next several years to ensure a fine-tuned and robust dual credit program in the state.

Dr. Estrem reviewed some of the challenges such as uneven access, varying standards, misalignment with degree requirements and excess credit accumulation. The recommendations place students at the center and promote collaboration and systemness.

The Board discussed the purpose of the Advanced Opportunities funding, how students are using the funding, and how to assist students to use the funding effectively and maximize the opportunities offered to them through dual credits.

# WORK SESSION

# **IRSA**

1. Artificial Intelligence in Teacher Preparation – Information Item

Dr. Heidi Estrem provided a brief overview of the preservice Artificial Intelligence (AI) in educator preparation programs. Michelle Satterfield, Clinical Instructor, Boise State University, (BSU), stated BSU is working with the Workforce Development Council to educate preservice teachers regarding generative AI tools. Leslie Younger, Idaho Department of Education, (IDE) informed the Board

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# **DRAFT MINUTES**

how IDE is assisting districts and educating them how to best use AI and answer questions they have. AI is the most popular request from districts for professional development. Sabrina Gary, Instructional Coach, Boise School District, provided an overview of her favorite platform, Magic School, how it can be used in classrooms and how it benefits teachers and students.

The Board discussed how Al-generated information is created and validated, emphasizing the critical role of teachers in reviewing and confirming the accuracy of the content. There was also discussion regarding what is currently being done to address Al in K-12 and higher education. Dr. Bliss indicated the Al arena is incredibly broad and OSBE is having discussions with stakeholders to discover the needs and how to best address those. Superintendent Critchfield emphasized the importance of equipping K-12 teachers with the necessary tools to support the appropriate use of Al in Idaho schools. She proposed that a statewide professional development program could effectively educate teachers on integrating Al into their classrooms.

Dr. Estrem stated that teachers will need more expertise in their content and discipline and not less in order to work through the challenging moments. There is also concern regarding funding and equity because the paid versions of Al platforms offer improved privacy protection and data control.

Dr. Clark thanked Dr. TJ Bliss and Joshua Whitworth for their service to the Board and wished them success in their future endeavors.

# **INFORMATIONAL**

#### **BAHR**

- 1. Intercollegiate Athletics FY 2024 Revenue and Expense Reports
- 2. Intercollegiate Athletics FY 2024-2025 Compensation Reports
- 3. Intercollegiate Athletics FY 2025 Gender Equity Reports

# **PPGA**

- 4. University of Idaho Annual Report
- 5. Accountability Oversight Committee Annual Report

#### **BOARD ACTION**

M/S (Gilbert / Keough) I move to adjourn the meeting at 10:32 am (PT).



# Special Board of Education Meeting May 2, 2025 Idaho State Board of Education OSBE Conference Room 650 West State Street, 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 May 2, 2025.

# Present

Kurt Liebich, President
William G. Gilbert, Jr., Vice President
Cally Roach, Secretary
Superintendent Debbie Critchfield
Dr. Linda Clark
Shawn Keough
Cindy Siddoway
David Turnbull

President Kurt Liebich called the meeting to order at 1:30 p.m. (MDT).

#### **BUSINESS AFFAIRS AND HUMAN RESOURCES**

 Clifton Larson Allen, LLC Contract Amendment for External Auditing Services – Action Item

Bill Gilbert provided an overview of the contract amendment for Clifton Larson Allen, LLC. The Audit, Risk, and Compliance Committee, (ARC), reviewed this proposal during its February meeting and expressed support for moving forward with the extension.

Shawn Keough, ARC Committee Chair, noted that the contract and performance was thoroughly reviewed by the ARC. Patrick Coulson, Chief Financial Officer, Office of the State Board of Education, (OSBE), commented that the firm has been excellent to work with and has shown continuous improvement each year.

# **BOARD ACTION**

M/S (Gilbert / Keough) I move to approve the three-year contract amendment with Clifton Larson Allen, LLC for auditing services, and to authorize the Chief Financial Officer to facilitate the execution of the contract amendment with the Division of Purchasing on behalf of the State Board of Education. *Motion carried by voice vote.* 

 Boise State University – Consideration of Interim President Appointment – Action Item Bill Gilbert explained the necessity of appointing an Interim President for Boise State University, (BSU), and provided the Board with an overview of Dr. Jeremiah Shinn's qualifications.

Kurt Liebich stated Dr. Shinn's open-ended appointment is essential due to the ongoing search process and the need for stable leadership to manage day-to-day operations effectively. David Turnbull noted that Mr. Shinn will not be applying for the position of President at BSU and that was a pivotal reason why he was chosen.

Jeremiah Shinn stated he appreciated the confidence and looks forward to serving BSU and the Board.

#### **BOARD ACTION**

M/S (Gilbert / Turnbull) I move to approve the appointment of Dr. Jeremiah Shinn as Interim President of Boise State University, effective May 11, 2025, until a new Boise State President is selected by the State Board of Education, at an annual salary of \$449,000 (which is 95% the prior incumbent's rate) and to authorize the Board President to execute an employment agreement with Dr. Shinn.

3. FY2026 Student Tuition and Fee Requests – Idaho State University, Lewis-Clark State College, University of Idaho and Boise State University – Action Item

Bill Gilbert introduced the next agenda item, a proposed 3.5% increase in tuition and fees. He expressed appreciation to the committee members for their efforts and the thoughtful discussions on the issue. He recognized the institutions' ongoing efforts to identify efficiencies and noted that the proposed increase is driven by inflation, rising operational costs, and changes in employee compensation.

Dr. Linda Clark emphasized the importance of maintaining a consistent tuition rate across all institutions and commended the collaborative efforts between the committee and the institutions in reaching a consensus. Kurt Liebich noted that while Idaho continues to have some of the lowest tuition rates in the country, inflation is a significant factor necessitating the increase. David Turbull added that the committee will evaluate each institution individually, and future tuition adjustments may vary rather than follow a uniform approach.

Jennifer Steele, Vice President for Finance and University Planning, Idaho State University, Dr. Cynthia Pemberton, President, Lewis and Clark State College, Brian Foisy, Vice President for the Division of Finance and Administration, University of Idaho, Kim Salisbury, Associate Vice President, Budget and Planning, University of Idaho, and Alicia Estey, Chief Financial and Operating Officer and Vice President for Finance and Operations, Boise State University, each presented their respective organization's proposed tuition and fee increase.

# IDAHO STATE UNIVERSITY

# **BOARD ACTION**

M/S (Gilbert / Clark) I move to approve the FY 2026 annual undergraduate full-time resident tuition at Idaho State University in the amount of \$6,246.44 the consolidated mandatory fee in the amount of \$2,667.56, and the annual undergraduate full-time nonresident tuition and fees in the amount of \$28,240.

#### AND

I move to approve all other fees set forth in the FY 2026 Idaho State University tuition and fees worksheet as reported in ISU Attachment 1. *Motion carried by voice vote*.

# LEWIS-CLARK STATE COLLEGE

#### **BOARD ACTION**

M/S (Gilbert / Keough) I move to approve the FY 2026 annual undergraduate full-time resident tuition at Lewis- Clark State College in the amount of \$6,612, the consolidated mandatory fee in the amount of \$1,264, and the annual undergraduate full-time nonresident tuition and fees in the amount of \$22,798.

# AND

I move to approve all other fees set forth in the FY 2026 Lewis-Clark State College tuition and fees worksheet as reported in LCSC Attachment 1. *Motion carried by voice vote.* 

#### UNIVERSITY OF IDAHO

# **BOARD ACTION**

M/S (Gilbert / Siddoway) I move to approve the FY 2026 annual undergraduate full-time resident tuition at University of Idaho in the amount of \$7,028 the consolidated mandatory fee in the amount of \$2,372, and the annual undergraduate full-time nonresident tuition and fees in the amount of \$28,636.

#### AND

I move to approve all other fees set forth in the FY 2026 University of Idaho tuition and fees worksheet as reported in UI Attachment 1. *Motion carried by voice vote.* 

# **BOISE STATE UNIVERSITY**

# **BOARD ACTION**

M/S (Gilbert / Turnbull) I move to approve the FY 2026 annual undergraduate full-time resident tuition at Boise State University in the amount of \$6,350.72, the consolidated mandatory fee in the amount of \$3,013.28, and the annual undergraduate full-time nonresident tuition and fees in the amount of \$28,478.

# AND

I move to approve all other fees set forth in the FY 2026 Boise State University tuition and fees worksheet as reported in BSU Attachment 1. *Motion carried by voice vote.* 

# **DUAL CREDIT FEE**

### **BOARD ACTION**

M/S (Gilbert / Clark) I move to set the statewide dual credit fee at \$75 per credit for courses delivered through a secondary school, including courses taught online using instructional staff hired by the high school or the Idaho Digital Learning Academy, for fiscal year 2026. *Motion carried by voice vote.* 

# TRANSCRIPT FEE

# **BOARD ACTION**

M/S (Gilbert / Clark) I move to set the statewide transcript fee at \$10 per credit for fiscal year 2026 for students enrolled in a qualified workforce training course where the student elects to receive credit. *Motion carried by voice vote.* 

#### SUMMER BRIDGE PROGRAM FEE

#### **BOARD ACTION**

M/S (Gilbert / Roach) I move to set the statewide summer bridge program fee at \$65 per credit for fiscal year 2026 for students admitted into a summer bridge program at an institution the summer immediately following graduation from high school and enrolling in pre-determined college-level courses at the same institution the fall semester of the same year. *Motion carried by voice vote.* 

# POLICY, PLANNING AND GOVERNMENTAL AFFAIRS

- Legislation Update Information Item Joshua Whitworth
   Joshua Whitworth, Executive Director, Office of the State Board of Education,
   stated the office is working with all the institutions to implement Senate Bill 1198
   by providing them with everything they need to be successful and that everyone
   is fully aligned.
- 2. Announcement of Board Officers

Kurt Liebich reviewed how appointing the Board's Executive Officers has changed. He announced Bill Gilbert will continue serving as Vice President,

STATE BOARD OF EDUCATION

Cally Roach will serve as Secretary, and consistent with tradition and Board policy, the immediate past President, Dr. Linda Clark, will serve on the Executive Committee until her term expires.

Kurt Liebich recognized Dr. TJ Bliss for his many contributions as the Board's Chief Academic Officer and acknowledged the significant impact Joshua Whitworth has had on the Board. He extended his appreciation to both and wished them success in their future endeavors.

# BOARD ACTION M/S (Keough / Turnbull) I move to adjourn the meeting.

Meeting adjourned at 2:33 p.m.

If auxiliary aids or services are needed for individuals with disabilities, please contact the Board office at 208-332-1571. 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.



# STATE BOARD OF EDUCATION MEETING June 5, 2025 Office of the State Board of Education 650 West State Street, 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 May 2, 2025.

# Present

Kurt Liebich, President William G. Gilbert, Jr., Vice President Cally Roach, Secretary Superintendent Debbie Critchfield Dr. Linda Clark Shawn Keough David Turnbull

# Absent

Cindy Siddoway

President Kurt Liebich called the meeting to order at 3:00 p.m. (MDT).

# **BUSINESS AFFAIRS AND HUMAN RESOURCES**

1. University of Idaho – Termination of Asset Purchase Agreement – Action Item

Bill Gilbert introduced Kent Nelson, Special Counsel, University of Idaho, to present the next agenda item.

Mr. Nelson presented the University of Idaho's request of Board approval for the execution of a Termination Agreement which will end the obligations of the parties related to the proposed acquisition of the University of Phoenix by Four Three Education, Inc. under an Asset Purchase Agreement dated as of May 31, 2023 (the "APA").

### **BOARD ACTION**

M/S (Gilbert / Roach) I move to approve the proposed Termination Agreement in substantial conformance to Attachment 1, and to authorize the president of the University of Idaho, or the president's designee, to execute and deliver the Termination Agreement as well as all such other necessary documents, instruments, certificates, filings and other agreements, and to do and perform all such other acts as may be required to effectuate the intent and purposes of the Termination Agreement. *Motion carried by voice vote*.

Kurt Liebich stated that the agreement is fair to both parties and praised the University of Phoenix as an outstanding partner, wishing them continued success. He shared his support for the prior agreement, citing evolving trends in higher education and the need for innovative approaches to effectively serve the unique educational needs of Idahoans.

2. Boise State University – Pac-12 Conference Agreements – Action Item

Bill Gilbert stated the next item on the agenda is Boise State University's, (BSU), request for Board approval of the Pac-12 Conference Agreements.

Jeramiah Dickey, Director of Athletics, BSU, presented the agreements and thanked the Board for considering their proposal. Bill Gilbert clarified some of the details of each agreement and stated that these intended agreements implicate program funds under Board Policy V.X., and do not obligate institutional or appropriated funds as prescribed under that Policy. These intended agreements implicate revenue in excess of \$2M.

# **BOARD ACTION**

M/S (Gibert / Clark) I move to delegate Board approval authorization authority under Board Policy V.I. to the President of Boise State University as necessary to enhance effectiveness and efficiency and for the limited purpose of entering into and executing such agreements and ancillary documents on behalf of the University which are necessary to carry out Boise State University joining the Pac-12 and associated transactions. *Motion carried by voice vote*.

#### **BOARD ACTION**

M/S (Gilbert / Critchfield) I move to adjourn the meeting.

The meeting adjourned at 3:24 p.m.

If auxiliary aids or services are needed for individuals with disabilities, please contact the Board office at 208-332-1571. 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.

# WORK SESSION JUNE 17-18, 2025

TAB	DESCRIPTION	ACTION
1	IDE – K-12 FEDERAL WAIVER STRATEGY	Information Item
2	INTERIM PROCESS RELATED TO ACADEMIC PROGRAMS (IDAHO CODE § 67-5909D)	Information Item

#### **IDAHO DEPARTMENT OF EDUCATION**

# **SUBJECT**

Exploring Federal Flexibility of Statewide Assessments and Accountability Measures

# **REFERENCE**

August 2016 SBOE approved proposed rule setting the new

accountability framework.

November 2016 SBOE approved pending rule creating the new

statewide accountability system.

August 2017 SBOE approved Idaho's ESEA Consolidated State

Plan for submission to the U.S. Department of

Education.

February 2019 SBOE approved amendments to the ESEA

Consolidated State Plan.

March 2020 SBOE waived the requirement for the spring 2020

ISAT administration and approved the waiver to be submitted to the U.S. Department of Education requesting flexibility in the ESEA accountability

provisions.

April 2020 SBOE approved waiver for ESEA accountability

requirements and ISAT/alternate assessment (IDAA)

administration.

January 2021 SBOE approved accountability addendum for

modifying post-2020–2021 school year calculations.

June 2021 SBOE approved proposed rule Docket 08-0203-2101

and federal accountability waiver.

February 2024 SBOE approved proposed amendments to the ESEA

Consolidated State Plan, including adjustments to

graduation rates and the progress indicator.

June 2024 SBOE approved technical corrections to the ESEA

Consolidated State Plan.

# APPLICABLE STATUTE. RULE OR POLICY

Elementary and Secondary Education Act of 1965

Every Student Succeeds Act Section 1111(a)(3), (b)(1), (2)

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.

Idaho Code §33-110

Idaho Administrative code, IDAPA 08.02.03.111, 112, 114

# BACKGROUND/DISCUSSION

The State Board of Education is responsible for approving the Idaho Consolidated Plan, which explains the academic measures used for measuring schools. The requirements are included in the federal Every Student Succeeds Act (ESSA), which is part of the Elementary and Secondary Education of 1965. The Consolidated Plan includes sections on the "challenging state academic standards," accountability measures and academic assessments used by local education agencies and the state.

All the measures are used for determining overall academic performance for the state and individual local education agencies. Idaho's measures are outlined in IDAPA and the Idaho Consolidated Plan. The consolidated plan has been amended five times since it was originally submitted in 2017. The changes have included adding the five-year cohort graduation calculation, adjusting measures related to English Learners, outlining the types of support for schools in improvement, requesting a pause in testing, and requesting additional years for school identification due to COVID.

The U.S. Secretary of Education has stated a willingness to consider waivers for state consolidated plans, including accountability measures and academic assessments. Such waivers would allow the State Board of Education more control over accountability measures and the assessments and data used to meet those requirements. At this time, Idaho Department of Education staff is reviewing the requirements outlined in ESSA and potential areas for waivers. The areas of consideration include assessment flexibility, changes to the school identification process, and funding flexibility.

Below are two overviews of potential ESSA flexibilities provided to the Department from outside resources.

# Overview 1:

- There are many ESSA flexibilities that State chiefs can take advantage of under the current law, including:
  - Transferability of Funds
  - o Title I Reservation of Direct Student Services
  - School Improvement Funds Competition
  - o Public School Choice
  - Consolidated Local Education Agency Application
  - Consolidation of State Administrative Funds
  - Equitable Per Pupil Funding Pilot
  - Title II School Leader Reservation: Title II Reservation for Alternative Teacher Preparation
- If a State wanted to pursue these approaches, it would have to amend its ESSA State plan that U.S. Department of Education has approved.
- Interesting note: All of these provisions can also be waived!

# Overview 2:

# **ESEA Provisions That Can Be** Waived

- **Assessments:** Requirements to administer statewide annual math and reading assessments
- Accountability: Requirements to develop

and use an accountability system to identify schools for

improvement

- **Interventions:** Requirements intervene in low-performing schools
- **Transparency and reporting:** Requirements to annually publish report cards with various data points
- Any individual requirements referenced in this document (requirements under Direct Student Services, Equitable Per-Pupil Funding, IADA, etc.)

# **ESEA Provisions That Cannot Be** Waived

- Fiscal requirements, including: Allocations of federal funds to states and school districts (e.g., Titles I, II, III, and IV formulas); Maintenance of effort (MOE); Comparability of services; Supplement, not supplant
- Civil rights requirements under: Title VI of the Civil Rights Act of 1964; Title IX: Title II of the Americans with Disabilities Act: Individuals with Disabilities Education Act (IDEA)
- Other one-off requirements including:
  - Equitable participation of private school students
  - Parental participation and involvement requirements;
  - Requirements for the CSP
  - Prohibitions on federal control of curriculum and instruction:
  - Prohibitions on using federal funds for religious worship or instruction
- Requirements to Apply for a Waiver
  - o Per ESEA, a state seeking a waiver must submit an application to the Secretary for approval (after public comment) that includes the following:
    - Identify the statutory or regulatory requirements to be waived.
    - Describe how the waiver will improve student academic achievement.
    - Describe the methods to be used to regularly monitor and evaluate the effectiveness of the plan.

# WORK SESSION JUNE 17-18, 2025

- Describe how schools will continue to serve subgroups of students.
- If requirements for assessments or report cards are waived, describe how the state or district will maintain or improve reporting to the public and parents on student achievement and school performance.

Regarding waivers specific areas that the Idaho Department of Education will explore include the following:

- Explore Ed Flex Application
- Explore Waivers for Duplicative Reporting and Accountability
- Explore flexibility within current Title programs
- General state assessment options:
  - Third grade assessment
    - Role of IRI
  - Frequency of assessments:
    - LEA testing versus statewide summative
  - Eleventh grade assessments aligned to pathways:
    - Allow flexibility based on student career pathways

# **IMPACT**

Exploring the various options will allow staff to determine the potential impacts of any waivers, both positive and negative.

# **ATTACHMENTS**

None.

# **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Item is informational only, no staff comments.

#### **BOARD ACTION**

This item is informational only.

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT'S UPDATE - K-12 OVERVIEW	Information Item
2	ESSA PLAN AMENDMENT – ALTERNATE ENGLISH LANGUAGE PROFICIENCY RECLASSIFICATION – CRITERIA & GROWTH TO PROFICIENCY	Information Item
3	LESS THAN TEN (10) STUDENTS REPORTED IN AVERAGE DAILY ATTENDANCE	Information Item

# **SUBJECT**

Superintendent's Update - 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 by Idaho Code or as 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 on the Superintendent's priorities moving forward.

- Early Literacy Update
  - o IRI Implementation
  - Spring Scores
  - o SMART/Science of Reading Implementation
- Administrator and EPP Work Group Recommendations
- SDE Summer Initiatives

# **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Item is informational only, no staff comments.

# **BOARD ACTION**

This item is for informational purposes only.

#### IDAHO DEPARTMENT OF EDUCATION

# **SUBJECT**

ESSA Plan Amendment - Alternate English Language Proficiency Reclassification Criteria & Growth to Proficiency

# REFERENCE

Idaho State Board of Education (SBOE) adopted the August 2012 2012 WIDA ELD Standards.

> SBOE adopted the 2012 WIDA English Language Development (ELD) Standards, incorporating them into 08.02.03.004.02. Marked Idaho's initial alignment with the WIDA framework for EL instruction.

August 2016 SBOE approved proposed rule setting the new

accountability framework.

November 2016 SBOE approved pending rule creating the new

statewide accountability system.

August 2017 SBOE approved Idaho's ESEA Consolidated State

Plan for submission to the U.S. Department of

Education.

October 2017 SBOE approved ELPA Achievement Standards.

> The SBOE approved the Idaho English Language Proficiency Assessment (ELPA) Achievement Standards, codified in IDAPA 08.02.03.004.03. These standards established benchmarks for assessing EL

students' proficiency.

February 2018 SBOE approved revised ESEA Consolidated State

Plan based on USED feedback.

February 2019 amendments to the ESEA SBOE approved

Consolidated State Plan.

March 2020 SBOE waived the requirement for the spring 2020

> ISAT administration and approved the waiver to be submitted to the U.S. Department of Education requesting flexibility in the ESEA accountability

provisions.

SBOE approved waiver for ESEA accountability April 13, 2020

> requirements ISAT/alternate and assessment

administration.

# IDE **TAB 02**

January 2021	SBOE approved accountability addendum for modifying post-2020–2021 school year calculations.
June 2021	SBOE approved proposed rule Docket 08-0203-2101 and federal accountability waiver.
August 2021	SBOE adopted 2020 WIDA ELD Standards.
	- The SBOE discussed proposed rule Docket 08-0203-2101, which incorporated the 2020 WIDA ELD Standards by updating the standards referenced in IDAPA 08.02.03.004.02.
November 2021	SBOE approved pending rule Docket 08-0203-2101.
August 2022	SBOE approved proposed rule Docket 08-0203-2201.
	<ul> <li>This rule removed the 2020 WIDA ELD Standards from IDAPA.</li> </ul>
April 2022	SBOE approved 2021–2022 addendum to the ESEA Consolidated State Plan.
June 2022	SBOE approved temporary rule Docket 08-0203-2202.
October 2022	SBOE approved 2022–2023 amendment to the ESEA Consolidated State Plan.
April 2023	SBOE approved WIDA ELD Standards.
	<ul> <li>The SBOE formally approved the 2020 WIDA ELD Standards via board action.</li> </ul>
November 2022	SBOE approved ELPA Achievement Standards.
	<ul> <li>The SBOE approved moving the English Language Proficiency Assessment (ELPA) Achievement Standards from IDAPA 08.02.03.004.03 to IDAPA 08.02.03.111.08 for better alignment and clarity.</li> </ul>
October 2024	SBOE approved the adoption of Alternate ELPA Achievement Standards and Achievement Level Descriptors.
	<ul> <li>The SBOE adopted the WIDA Alternate ACCESS Achievement Level Descriptors for ELs with the most significant cognitive disabilities.</li> </ul>
February 2024	SBOE approved proposed amendments to the ESEA Consolidated State Plan, including adjustments to graduation rates and the progress indicator.

June 2024

SBOE approved technical corrections to the ESEA Consolidated State Plan.

# **BACKGROUND/DISCUSSION**

The reauthorization of the Elementary and Secondary Education Act (ESEA) under the Every Student Succeeds Act (ESSA) requires states to adopt English language proficiency (ELP) standards and conduct annual assessments of English learners (ELs) in accordance with ESEA Sections 1111(b)(1)(F) and 1111(b)(2)(G). In line with these federal requirements, Idaho has made several updates to its ELP standards and assessments. In 2012, Idaho adopted the WIDA English Language Development (ELD) Standards; 2012 Edition, along with corresponding achievement level standards in 2017. Most recently, Idaho adopted the WIDA ELD Standards; 2020 Edition in 2021, which includes more specific performance indicators, refined language use, and enhanced goals for language-driven content learning.

In response to these updates, the SDE has identified the need to revise the Language Instruction Educational Program (LIEP) reclassification criteria for students taking the alternate ELP assessment (WIDA Alternate ACCESS). In October 2024, following the first operational administration of this assessment in 2024, SBOE adopted new alternate achievement level standards and proficiency level descriptors. A new reclassification criterion, Composite Overall Score of PL4 (Expanding), is proposed to update the Idaho Consolidated State Plan, allowing students to exit LIEP services by the end of the 2025 academic year. This change aligns with federal and state requirements and ensures that students taking the WIDA Alternate ACCESS are included in Idaho's English language proficiency indicator. Furthermore, the state proposes to include language outlining the intent to develop a new growth indicator for these students. The proposal is that the indicator will be based on data from at least three years of subsequent assessments, ensuring compliance with federal accountability requirements and addressing the diverse needs of this population.

The revised reclassification criteria and proposed growth metric for students taking the WIDA Alternate ACCESS were not submitted to the State Board of Education earlier in the 2024–2025 school year because the SDE and SBOE were awaiting federal approval of a previous ESSA Consolidated State Plan submission. This approval was not received from the U.S. Department of Education until early April 2025. With federal approval now in place for the 2024–2025 amendments and technical corrections, the revised criteria and new growth indicator are being presented to the SBOE for formal consideration. Once approved, these amendments will be submitted to USED to ensure continued compliance with federal accountability requirements and alignment with Idaho's adoption of the 2020 WIDA English Language Development Standards.

#### **IMPACT**

Enhanced Reclassification Accuracy: Adopting a new reclassification criterion, Composite Overall Score of PL4 (Expanding), ensures that ELs are exited from (LIEPs) based on more precise proficiency levels, aligning with the updated 2020 WIDA ELD Standards. This change aligns with the Every Student Succeeds Act (ESSA) requirements under ESEA Section 1111(b)(1)(F).

Improved Accountability Compliance: Developing a growth indicator for ELs taking Alternate ACCESS addresses previous gaps in federal compliance, ensuring these students are included in Idaho's English learner progress indicator as required by ESSA. The new growth metric, based on at least three years of assessment data, will provide educators with better tools to monitor and support the language development of ELs with significant cognitive disabilities, facilitating more tailored instructional strategies.

#### **ATTACHMENTS**

Attachment 1 – ESSA Summary Proposed Changes & Public Comment 6.18.2025

Attachment 2 – ESSA Plan Proposed Alt. ACCESS Amendments 6.18.2025

Attachment 3 – ESSA Plan Proposed Alt. ACCES Public Comment 3.13.25-4.12.2025

### **BOARD ACTION**

This item is for informational purposes only.

# Summary of Proposed Changes to the Consolidated State Plan; Public Comment

# **Process**

The Idaho State Board of Education and the Idaho Department of Education (IDE) identified the need to update the Language Instruction Educational Program (LIEP) Reclassification Criteria and establish the intent to develop a new growth indicator for English learners (ELs) taking WIDA Alternate ACCESS within Idaho's Consolidated State Plan. A summary of the changes and feedback collected from education partners are outlined and provided.

#### **Summary of Proposed Changes**

#### **Revised Reclassification Criteria for WIDA Alternate ACCESS**

The first operational administration of WIDA Alternate ACCESS, aligned to the WIDA English Language Development Standards (2020 Edition), took place between January 29 and March 8, 2024. The new test introduced updated Achievement Level Standards (PL1 - Entering, PL2 - Emerging, PL3 - Developing, PL4 - Expanding, and PL5 - Bridging) along with revised Achievement Level Descriptors. In October 2024, the Idaho State Board of Education approved these new standards and descriptors. To comply with federal and state requirements, Idaho replaced the previous reclassification criterion (Composite Overall P2 - Emerging) with the following change reclassification criteria:

• Composite Overall Score of PL4 - Expanding

#### Intent to Develop an Alternate ACCESS Growth Indicator

Currently, Idaho does not calculate growth for ELs taking WIDA Alternate ACCESS. To address this, the IDE proposes to develop a new growth calculation for this student group once sufficient data becomes available. This measure will ensure ELs taking WIDA Alternate ACCESS are included in Idaho's English learner progress indicator and meet federal accountability requirements. The proposed change includes adding the following language under English Language Proficiency Section (ESEA section 1111(c)(4)(A)(ii)):

• "Idaho continues to actively engage education partners, technical advisory members, and field experts to establish a new Alternate ELP growth indicator for students with the most significant cognitive disabilities. This development process has included – and continues to include – gathering and synthesizing input from education partners and conducting data analysis to inform the creation of a new valid, reliable, and relevant growth indicator. Establishing an appropriate growth metric for this diverse population requires further evidence – Including at-least three years of data – to ensure alignment with best practices and the unique needs of Idaho's student population. Idaho's collaborative approach ensures the Alternate ELP indicator will address the unique needs of this population while maintaining alignment with state and federal requirements."

#### ATTACHMENT 1

#### **Summary of Education Partner Engagement & Public Comment Process**

Idaho's proposed amendments were informed by feedback from a variety of education partners. This included the English Language Proficiency Assessment – Advisory Committee, Accountability Oversight Committee, Idaho Assessment Technical Advisory Committee and members of the public.

#### **English Language Proficiency Assessment – Advisory Committee**

The primary objective of the English Language Proficiency Assessment – Advisory Committee (ELPA-AC) is to ameliorate challenges encompassing the Idaho English language proficiency assessment and English language proficiency screener(s) assessments. Members of the advisory committee hold the following roles: educators, district & school test coordinators, special education directors, and federal programs directors and meet several times a year to provide feedback on Idaho State Board of Education and Idaho Department of Education polices and initiatives.

- April 18, 2024 Reviewed reclassification methodology for SY2024 and the timeline for adopting
  Alternate ACCESS achievement standards, descriptors, and reclassification criteria for SY2025. Discussed
  alternate growth metrics and explored how other states (MN, MO, NH) approach growth. Members
  expressed interest in incorporating local-level data alongside Alt. ACCESS scores.
- May 22, 2024 Reviewed the timeline for Alternate ACCESS reclassification for 2024 and 2025.
- **September 4, 2024** Reviewed proficiency level cuts from the Alt. ACCESS standard setting and their potential impact. Confirmed use of equi-percentile equating and discussed alignment with previous reclassification criteria (P2 Emerging).
- October 10, 2024 Reviewed concordance between old and new scaling and corresponding proficiency levels. The committee endorsed PL4 (Expanding) as the new reclassification criterion due to Idaho's small sample size of students taking the Alternate ACCESS.
- **November 5, 2024** Validated PL4 (Expanding) as an appropriate exit level across grade bands (K–2, 3–5, 6–8, 9–12). Reviewed interpretive and expressive mode expectations and confirmed consistent performance distributions across versions of the test.
- **January 5, 2025** Reviewed the final adoption timeline, including public comment, SBOE approval, and ESSA plan submission.
- March 13, 2025 Confirmed PL4 (Expanding) remains appropriate with one year of data. Supported
  including language in the ESSA plan indicating intent to develop a growth metric once additional years of
  data are available.

#### **Accountability Oversight Committee**

The Accountability Oversight Committee is an ad hoc committee of the Idaho State Board of Education tasked with evaluating the effectiveness of the statewide student achievement system and recommending improvements. It reviews and contributes to an annual student achievement report in collaboration with the Board and State Department of Education staff. The committee consists of members with expertise in education administration, special education, assessment, and accountability, meeting twice annually to fulfill their duties.

January 17, 2025 - The AOC convened to provide input on the proposed alternate reclassification criteria
and the development of a future growth metric for English learners with significant cognitive disabilities.
During this meeting, the committee confirmed the use of concordance between the previous and current
WIDA Alternate ACCESS assessments to establish reclassification criteria (PL4 Expanding) for the 2025
school year. Their feedback informed the ESSA plan language, emphasizing the need to establish a growth
indicator once sufficient data becomes available.

#### **ATTACHMENT 1**

#### **Idaho Assessment Technical Advisory Committee**

The Assessment Technical Advisory Committee (TAC) is composed of assessment subject matter experts who have extensive experience with evaluating large-scale assessment systems and models to track student performance. The assessment TAC provides expert guidance on technical and policy issues, helping to maintain assessment integrity and effectiveness within Idaho comprehensive assessment program. This collaboration strengthens the connection between assessments and education partners, ensuring they support student learning and educational outcomes.

November 13, 2025 – The committee confirmed that establishing reclassification criteria aligned with the
retired criteria using a concordance is an appropriate approach. They also recommended developing a
growth model that reflects realistic and measurable progress based on data trends.

#### **Public Comment Feedback**

The Public Comment Window solicited public feedback from March 12, 2025, to April 13, 2025. Public feedback was solicited via several communication channels. These channels included:

- 1. Posting a public comment survey, outlining the proposed plan changes, to the Idaho Department of Education's ESSA webpage: <a href="https://www.sde.idaho.gov/topics/consolidated-plan/">https://www.sde.idaho.gov/topics/consolidated-plan/</a>. This information was released on March 7, 2025, through April 13, 2025.
- 2. Sharing information and applicable public comment links within the Department's public newsletter, which was sent on March 13, 2025. The newsletter is sent to LEA superintendents, principals, program administrator, and others from the public who have elected to receive the newsletter.
- 3. Emailing education partners (District Test Coordinators and Idaho English Language Assessment Coordinators) listed within the Idaho District Contact Information List on March 13, 2025.

The following is an overview of the comments received.

Jerome School District #261: Supports the proposed amendments, stating "it is in the best interest of
students who cannot successfully participate in all four domains of the ACCESS assessment, Alternate or
otherwise". Emphasized that the development of a growth indicator "is essential for monitoring the
progress of all students served". The Jerome School District serves approximately 5.3% of identified
English learners identified in Idaho.





# **Idaho's Consolidated State Plan**

IDAHO DEPARTMENT OF EDUCATION IDAHO STATE BOARD OF EDUCATION

650 W STATE STREET, 2ND FLOOR BOISE, IDAHO 83702

(208) 332 6800

WWW.SDE.IDAHO.GOV/TOPICS/CONSOLIDATED-PLAN

#### ATTACHMENT 2

# Idaho's Consolidated State Plan

The Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act

**APRIL 25, 2025** 

#### **AMENDED**

#### INTRODUCTION

Section 8302 of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA),1 requires the Secretary to establish procedures and criteria under which, after consultation with the Governor, a State educational agency (SEA) may submit a consolidated State plan designed to simplify the application requirements and reduce burden for SEAs. ESEA section 8302 also requires the Secretary to establish the descriptions, information, assurances, and other material required to be included in a consolidated State plan. Even though an SEA submits only the required information in its consolidated State plan, an SEA must still meet all ESEA requirements for each included program. In its consolidated State

plan, each SEA may, but is not required to, include supplemental information such as its overall vision for improving outcomes for all students and its efforts to consult with and engage stakeholders when developing its consolidated State plan.

# COMPLETING AND SUBMITTING A CONSOLIDATED STATE PLAN

Each SEA must address all of the requirements identified below for the programs that it chooses to include in its consolidated State plan. An SEA must use this template or a format that includes the required elements and that the State has developed working with the Council of Chief State School Officers (CCSSO).

Each SEA must submit to the U.S. Department of Education (Department) its consolidated State plan by one of the following two deadlines of the SEA's choice:

- April 3, 2017; or
- September 18, 2017.

Any plan that is received after April 3, but on or before September 18, 2017, will be considered to be submitted on September 18, 2017.

# **Alternative Template**

If an SEA does not use this template, it must:

- Include the information on the Cover Sheet:
- Include a table of contents or guide that clearly indicates where the SEA has addressed each requirement in its consolidated State plan;

<sup>&</sup>lt;sup>1</sup> Unless otherwise indicated, citations to the ESEA refer to the ESEA, as

#### ATTACHMENT 2

- Indicate that the SEA worked through CCSSO in developing its own template; and
- Include the required information regarding equitable access to, and participation in, the programs included in its consolidated State plan as required by section 427 of the General Education Provisions Act. See Appendix C.

## Individual Program State Plan

An SEA may submit an individual program State plan that meets all applicable statutory and regulatory requirements for any program that it chooses not to include in a consolidated State plan. If an SEA intends to submit an individual program plan for any program, the SEA must submit the individual program plan by one of the dates above, in concert with its consolidated State plan, if applicable.

#### Consultation

Under ESEA section 8540, each SEA must consult in a timely and meaningful manner with the Governor or appropriate officials

from the Governor's office, including during the development and prior to submission of its consolidated State plan to the Department. A Governor shall have 30 days prior to the SEA submitting the consolidated State plan to the Secretary to sign the consolidated State plan. If the Governor has not signed the plan within 30 days of delivery by the SEA, the SEA shall submit the plan to the Department without such signature.

#### **Assurances**

In order to receive fiscal year (FY) 2017 ESEA funds on July 1, 2017, for the programs that may be included in a consolidated State plan, and consistent with ESEA section 8302, each SEA must also submit a comprehensive set of assurances to the Department at a date and time established by the Secretary. In the near future, the Department will publish an information collection request that details these assurances.

#### For Further Information:

If you have any questions, please contact your Program Officer at OSS.[State]@ed.gov (e.g., OSS.Alabama@ed.gov).

#### ATTACHMENT 2

#### **COVER PAGE**

Contact Information and Signatures SEA Contact (Name and Position):

Sherri Ybarra State Superintendent of Public Instruction (208) 332-6815

sybarra@sde.idaho.gov

Idaho State Department of Education PO Box 83720 Boise ID 83720

Dr. Linda Clark

President, Idaho State Board of Education

(208) 334-2270

clarklindaid@gmail.com

By signing this document, I assure that: To the best of my knowledge and belief, all information and data included in this plan are true and correct. The SEA will submit a comprehensive set of assurances at a date and time established by the Secretary, including the assurances in ESEA section 8304.

Consistent with ESEA section 8302(b)(3), the SEA will meet the requirements of ESEA sections 1117 and 8501 regarding the participation of private school children and teachers.

Authorized SEA Representative (Printed Name)

Superintendent Sherri Ybarra

Dr. Linda Clark,

President, Idaho State Board of Education

Signature of Authorized SEA Representatives

Superintendent Sherri Ybarra

Date:

Dr. Linda Clark,

President, Idaho State Board of Education

Date: February 27, 2019

Governor

**Brad Little** 

Date SEA provided plan to the Governor under ESEA section 8540:

Signature of Governor

### **COVER PAGE FOR THE 2023 AMENDMENT**

Contact Information and Signatures	A REAL PROPERTY.
SEA Contact (Name and Position)	Telephone
Dr. Linda Clark, President, Idaho State Board of Education	208-332-1571
Mailing Address:	Email Address:
650 West State Street	
Suite 307	Florence.lince@osbe.idaho.gov
Boise, ID 83720	
Authorized SEA Representative (Printed Name) Dr. Linda Clark, President	Telephone:
Idaho State Board of Education	208-332-1571
Signature of Authorized SEA Representative	Date:
L. Clal	5/9/23
Authorized SEA Representative (Printed Name)	Telephone:
Debbie Critchfield, Superintendent of Public Instruction	
Idaho State Department of Education	208-332-6815
Signature of Authorized SEA Representative	Date:
Demak Crifchqueil	5 9 2023

The SEA, through its authorized representative, agrees to the enclosed assurances.

### **COVER PAGE FOR THE 2024 AMENDMENT**

Contact Information and Signatures	
SEA Contact (Name and Position)	Telephone
Dr. Linda Clark, President, Idaho State Board of Education	208-332-1571
Mailing Address:	Email Address:
650 West State Street	
Suite 307	board@edu.idaho.gov
Boise, ID 83720	
Authorized SEA Representative (Printed Name)	Telephone:
Dr. Linda Clark, President	
Idaho State Board of Education	208-334-2270
Signature of Authorized SEA Representative	Date:
Ll	9/09/2024
Authorized SEA Representative (Printed Name)	Telephone:
Deborah Critchfield, Superintendent of Public Instruction	
Idaho Department of Education	208-332-6815
Signature of Authorized SEA Representative	Date:
Delmuch Citalograph	9/3/2024
Office of the Governor (Printed Name)	Telephone:
Brad Little, Governor	
State of Idaho	208-334-2100
Signature of Governor	Date:
A July	8/27/2024

The SEA, through its authorized representative, agrees to the enclosed assurances.

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#### PROGRAMS INCLUDED IN THE CONSOLIDATED STATE PLAN

#### Instructions

Indicate below by checking the appropriate box(es) which programs the SEA included in its consolidated State plan. If an SEA elected not to include one or more of the programs below in its consolidated State plan, but is eligible and wishes to receive funds under the program(s), it must submit individual program plans for those programs that meet all statutory and regulatory requirements with its consolidated State plan in a single submission.

Check this box if the SEA has included all of the following programs in its consolidated State plan.
Or
If all programs are not included, check each program listed below that the SEA includes in its consolidated State plan:
☐ Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies ☐ Title I, Part C: Education of Migratory Children
☐ Title I, Part D: Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk
☐ Title II, Part A: Supporting Effective Instruction
☐ Title III, Part A: English Language Acquisition, Language Enhancement, and Academic Achievement
☐ Title IV, Part A: Student Support and Academic Enrichment Grants
☐ Title IV, Part B: 21st Century Community Learning Centers
☐ Title V, Part B, Subpart 2: Rural and Low-Income School Program
$\square$ Title VII, Subpart B of the McKinney-Vento Homeless Assistance Act: Education for Homeless
Children and Youth Program (McKinney-Vento Act)

#### Instructions

Each SEA must provide descriptions and other information that address each requirement listed below for the programs included in its consolidated State plan. Consistent with ESEA section 8302, the Secretary has determined that the following requirements are absolutely necessary for consideration of a consolidated State plan. An SEA may add descriptions or other information, but may not omit any of the required descriptions or information for each included program.

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Α.	Title I, Part A: Im	proving Basic Pros	grams Operated by	Local Educational	Agencies (	(LEAs)
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le I,	Par	rt A: Im	prov	ving Basic Programs Operated by Local Educational Agencies (LEAs)
		_	_	tate Academic Standards and Assessments (ESEA section 1111(b)(1) and (2) 0.1–200.8.) <sup>2</sup>
2.	Eig	ghth Gra	ade	Math Exception (ESEA section 1111(b)(2)(C) and 34 CFR § 200.5(b)(4)):
	i.			State administer an end-of-course mathematics assessment to requirements under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA?
		□ Ye 図 No		
	ii.	grade end-o	stud f-co	responds "yes" to question 2(i), does the State wish to exempt an eighthdent who takes the high school mathematics course associated with the urse assessment from the mathematics assessment typically administered grade under section 1111(b)(2)(B)(v)(I)(aa) of the ESEA and ensure that:
		a.	Sta	e student instead takes the end-of-course mathematics assessment the ate administers to high school students under section 11(b)(2)(B)(v)(I)(bb) of the ESEA;
		b.	ye: aca	e student's performance on the high school assessment is used in the ar in which the student takes the assessment for purposes of measuring ademic achievement under section 1111(c)(4)(B)(i) of the ESEA and rticipation in assessments under section 1111(c)(4)(E) of the ESEA;
		c.	-	high school:
			1.	The student takes a State-administered end-of-course assessment or nationally recognized high school academic assessment as defined in 34 CFR § 200.3(d) in mathematics that is more advanced than the assessment the State administers under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA;
			2.	The State provides for appropriate accommodations consistent with 34 CFR § 200.6(b) and (f); and
			3.	The student's performance on the more advanced mathematics assessment is used for purposes of measuring academic achievement under section $1111(c)(4)(B)(i)$ of the ESEA and participation in assessments under section $1111(c)(4)(E)$ of the ESEA.

☐ Yes ⊠ No

 $<sup>^2</sup>$  The Secretary anticipates collecting relevant information consistent with the assessment peer review process in 34 CFR § 200.2(d). An SEA need not submit any information regarding challenging State academic standards and assessments at this time

iii. If a State responds "yes" to question 2(ii), consistent with 34 CFR § 200.5(b)(4), describe, with regard to this exception, its strategies to provide all students in the State the opportunity to be prepared for and to take advanced mathematics coursework in middle school.

Not applicable.

- 3. Native Language Assessments (ESEA section 1111(b)(2)(F) and 34 CFR § 200.6(f)(2)(ii)):
  - i. Provide its definition for "languages other than English that are present to a significant extent in the participating student population," and identify the specific languages that meet that definition.

Idaho's definition for languages other than English that are present to a significant extent in the participating student population, is a language spoken by 5% or more of all students, or 20% or more of English Learners.

Over 150 different language and dialects are native to Idaho students. To identify specific languages other than English that are present to a significant extent, we referenced our data from the SY1516 Consolidated State Performance Report, which captures the top five.

(5) commonly spoken languages shown in Table 1 below.

Table 1: Idaho's top five languages spoken by English Learner populations

Language	# of EL Students
Spanish	11,124
Arabic	389
Swahili	196
Somali	148
Chinese	133

Spanish is the most predominant language, representing nearly 80% of our English Language learners.

ii. Identify any existing assessments in languages other than English and specify for which grades and content areas those assessments are available.

Currently the Idaho Standards Achievement Test (ISAT) in Science, administered in grades 5, 8, and 11 is offered in both English and Spanish. The statewide mathematics assessment, developed by Smarter Balanced and administered in grades 3-8 and high school, is offered in a Spanish/English stacked translation format. Neither the ISAT English Language Arts by Smarter Balanced or the English Language Proficiency Assessment developed by WIDA, are offered in translated versions because English language is a critical component of the measured

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constructs of these two required statewide assessments.

- iii. Indicate the languages identified in question 3(i) for which yearly student academic assessments are not available and are needed.
  - At this time, there are no other languages of origin for students that constitute a large enough percentage of the statewide student population to require additional translated versions of any Idaho Statewide assessment.
- iv. Describe how it will make every effort to develop assessments, at a minimum, in languages other than English that are present to a significant extent in the participating student population including by providing:
  - a. The State's plan and timeline for developing such assessments, including a description of how it met the requirements of 34 CFR § 200.6(f)(4);
  - b. A description of the process the State used to gather meaningful input on the need for assessments in languages other than English, collect and respond to public comment, and consult with educators; parents and families of English learners; students, as appropriate; and other stakeholders; and
  - c. As applicable, an explanation of the reasons the State has not been able to complete the development of such assessments despite making every effort.

Not applicable.

- 4. Statewide Accountability System and School Support and Improvement Activities (ESEA section 1111(c) and (d)):
  - i. **Subgroups** (ESEA section 1111(c)(2)):
    - a. List each major racial and ethnic group the State includes as a subgroup of students, consistent with ESEA section 1111(c)(2)(B).
      - Within Idaho's accountability system, all required consistently underperforming subgroups are included in both federal reporting, as well as comprehensive and targeted school identifications.
      - Economically disadvantaged are students with a free or reduced-price lunch status.
      - English learners are those who have not yet tested as English proficient.
      - Major racial and ethnic groups include American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, White, Hispanic or Latino.
      - Students with disabilities are students that meet eligibility criteria as outlined in the Idaho Special Education Manual according to the Individuals with Disabilities Education Act (IDEA).
    - b. If applicable, describe any additional subgroups of students other than the

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statutorily required subgroups (*i.e.*, economically disadvantaged students, students from major racial and ethnic groups, students with disabilities, and English learners) used in the Statewide accountability system.

Not applicable.

c.	Does the State intend to include in the English learner subgroup the results of students previously identified as English learners on the State assessments required under ESEA section $1111(b)(2)(B)(v)(I)$ for purposes of State accountability (ESEA section $1111(b)(3)(B)$ )? Note that a student's results may be included in the English learner subgroup for not more than four years after the student ceases to be identified as an English learner.
d.	If applicable, choose one of the following options for recently arrived English learners in the State:
	<ul> <li>☑ Applying the exception under ESEA section 1111(b)(3)(A)(i); or</li> <li>☐ Applying the exception under ESEA section 1111(b)(3)(A)(ii); or</li> <li>☐ Applying the exception under ESEA section 1111(b)(3)(A)(i) or under ESEA section 1111(b)(3)(A)(ii). If this option is selected, describe how the State will choose which exception applies to a recently arrived English learner.</li> </ul>

#### ii. **Minimum N-Size** (*ESEA section 1111(c)(3)(A))*:

a. Provide the minimum number of students that the State determines are necessary to be included to carry out the requirements of any provisions under Title I, Part A of the ESEA that require disaggregation of information by each subgroup of students for accountability purposes.

The minimum number of students required for the all-students group and each student group listed in section A(4)(i)(a) of this plan to be included for accountability is  $N \ge 20$ . Previously, Idaho used  $N \ge 25$ , however after Idaho's Data Management Council (DMC) changed its policy to reduce the minimum number of students for reporting purposes from 10 to 5, the ISDE will reduce the minimum number of students for accountability purposes by a commensurate 5 students.

The minimum number of students required for graduation rate to be included for accountability is  $N \ge 20$ .

Idaho rule IDAPA 08.02.03.112(5)(d)(i), describes the number of days students must be enrolled in school for accountability purposes: "A student who is enrolled continuously in the same public school from the end of the first eight (8)

#### **ATTACHMENT 2**

weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included in the calculation to determine if the school achieved progress in any statewide assessment used for determining proficiency. A student is continuously enrolled if the student has not transferred or dropped-out of the public school. Students who are serving suspensions are still considered to be enrolled students."

b. Describe how the minimum number of students is statistically sound.

ISDE's analysis showed that the difference in the number of K-8 and high schools captured

in Idaho's school identification system changed very little between N >= 25, N >= 20, and N>= 15. Table 2 shows how many of Idaho's Title I schools meet the N-size requirement with N >= 20.

Table 2: Approximate Number of Title I schools included in identification system N>= 20

School type	Achievement	Student growth	English Prof.	Graduation rate
K-8 (349 total)	337	314	137	NA
High school (67 total)	64	NA	8	43
Alternative high school (16 total)	11	NA	1	13

c. Describe how the minimum number of students was determined by the State, including how the State collaborated with teachers, principals, other school leaders, parents, and other stakeholders when determining such minimum number.

Idaho solicited feedback on the state's minimum N-size for accountability purposes through our online feedback opportunities as well as our in-person feedback forums, which were attended by education stakeholders of all types. Minimum N-size was brought up specifically to understand whether stakeholders had concerns about continuing to use the N-size as determined under the NCLB flexibility waiver.

Feedback from stakeholders, including teachers, administrators, school board members, indicated that N >= 20 is preferred in order to ensure that the performance of each student alone does not have an unreasonable impact on whether the school is identified for comprehensive support and improvement.

However, legislators specifically indicated a desire for Idaho's N-size to avoid leaving very small schools out of school improvement results. Due to this feedback, Idaho's original plan called for the N-size for all students to be  $N \ge 20$ ,

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but for student groups and graduation rate Idaho would use N >= 10. Feedback from the U.S. Department of Education indicated that this approach was not in compliance with ESSA.

Because there is broad agreement among stakeholders that an N-size smaller than  $N \ge 20$  introduces too much noise into comprehensive support and improvement results, Idaho will use  $N \ge 20$  for the all students group as well as each student subgroup. However, achievement results for smaller groups of students will still be reported on the school report card as long as they meet state N-size requirements described in section A(4)(2)(e) of this plan.

d. Describe how the State ensures that the minimum number is sufficient to not reveal any personally identifiable information.<sup>3</sup>

The State of Idaho places a high value on preserving the privacy of students and safeguarding their personally identifiable information (PII). To ensure that student data is treated with the utmost security, Idaho has enacted statutory protections found in Idaho Code § 33-133.

As part of this protection, the statute permits the release of student data in aggregate. It requires that "the minimum number of students shall be determined by the state board of education."

e. To provide oversight and guidance over the collection, retention, and security of student data, the State Board of Education created the Data Management Council (DMC). This controlling body has set rules on minimum numbers reported in aggregate. These minimums supersede any other minimums that may be defined elsewhere unless expressly permitted by the DMC. If the State's minimum number of students for purposes of reporting is lower than the minimum number of students for accountability purposes, provide the State's minimum number of students for purposes of reporting.

#### DMC policy page 5 states:

Any release of data that would result in the ability to identify the personally identifiable information (PII) of an individual must be approved by the Data Management Council, aggregated to a minimum cell size of 5, or masked/blurred. This includes situations where a calculation can be done to arrive at a single count of less than 5 students that would risk exposure of PII. Instances where 100% or 0% of students fall within one category and would risk the exposure of PII must also be approved by the Data Management Council or masked/blurred since doing so discloses information on either all or no students and thereby violates the minimum cell size policy. In order to protect student privacy, we must redact data in any cells of less than 5 students or where the

<sup>&</sup>lt;sup>3</sup> Consistent with ESEA section1111(i), information collected or disseminated under ESEA section 1111 shall be collected and disseminated in a manner that protects the privacy of individuals consistent with section 444 of the General Education Provisions Act (20 U.S.C. 1232g, commonly known as the "Family Educational Rights and Privacy Act of 1974"). When selecting a minimum n-size for reporting, States should consult the Institute for Education Sciences report "Best Practices for Determining Subgroup Size in Accountability Systems While Protecting

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difference between the total of one or more cells of categorical data is less than 5 of the total student population. In addition, Data Management Council Policies and Procedures call for at least two cells to be redacted in most cases in order to prevent any cell required for redaction to be derived. Under DMC policy additional cells may be required to be redacted until the total of the exempt and therefore redacted aggregate data in a line or column equals 5 or more. Zero is considered a number.

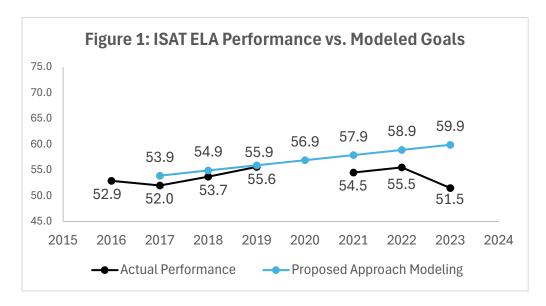
Performance of student groups that are too small to be included in school identification is reported on the state website and on the state report card so long as the reporting meets the redaction rules detailed above. Enrollment numbers and percentages are displayed so long as there is at least one student within the subgroup.

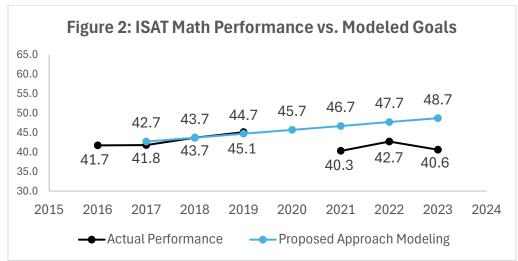
- iii. **Establishment of Long-Term Goals** (ESEA section 1111(c)(4)(A)):
  - a. Academic Achievement (ESEA section 1111(c)(4)(A)(i)(I)(aa))
    - 1. Describe the long-term goals for improved academic achievement, as measured by proficiency on the annual statewide reading/language arts and mathematics assessments, for all students and for each subgroup of students, including: (1) the timeline for meeting the long-term goals, for which the term must be the same multi-year length of time for all students and for each subgroup of students in the State, and (2) how the long-term goals are ambitious.

Idaho's long-term goals for English/Language Art and Mathematics is to increase the percentage of students who score "Proficient" or "Advanced" on the Idaho Standards Achievement Test (ISAT). For our revised goals, we created a "Base + Gap Closure" model designed to set goals for all student groups that include a base expectation of improvement (7 percentage points over 7 years), with an additional gap closure expectations for groups that have a baseline proficiency rate below the All Students group. The gap closure component establishes an expectation that groups with a lower baseline will close their gap to the All Students group by 10% in 7 years. The proposed length of time for the long-term goals—7 years from 2023—encompasses half of a student's K-12 career and therefore achieves the goal of impacting students currently in the K-12 education system.

The State Board of Education, Department of Education, Accountability Oversight Committee, and stakeholders agreed on the need for long-term goals for the state that are balanced between being ambitious and achievable. The Accountability Oversight Committee reviewed Idaho's pre-, during-, and post-pandemic data when developing these goals. Based on that data, if Idaho had used the proposed model beginning in 2016, some groups would have met the goals in some years. Thus, we assert that these goals are appropriately ambitious, particularly given the longstanding challenges of closing achievement gaps and the built-in, focused gap closure component of this model. Figure 1 and Figure 2 show the actual performance of the All Students group for ELA and Math, as compared to what the targets would have been if Idaho adopted the

proposed model in 2016.





Calculation: Long-term goal = (2023 baseline % proficient/advanced + 7) + (maximum 0 (All Students 2023 baseline – group 2023 baseline)) x 0.10)
Interim progress goal = (group's 2030 long-term goal – group's 2023 baseline) / 7

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Table 3: Mathematics - 2023 baseline, 2030 long-term goal, and 2024-2029 interim targets

Mathematics	2023 Baseline	2024	2025	2026	2027	2028	2029	2030 Long-term Goal
All Students	40.6%	41.6%	42.6%	43.6%	44.6%	45.6%	46.6%	47.6%
Economically Disadvantaged	26.7%	27.9%	29.1%	30.3%	31.5%	32.7%	33.9%	35.1%
English Learners	8.3%	9.8%	11.2%	12.7%	14.1%	15.6%	17.1%	18.5%
Students with Disabilities	11.5%	12.9%	14.3%	15.7%	17.2%	18.6%	20.0%	21.4%
American Indian or Alaskan Native	18.7%	20.0%	21.3%	22.6%	24.0%	25.3%	26.6%	27.9%
Asian or Pacific Islander	60.0%	61.0%	62.0%	63.0%	64.0%	65.0%	66.0%	67.0%
Black / African American	17.6%	18.9%	20.3%	21.6%	22.9%	24.2%	25.6%	26.9%
Hispanic or Latino	22.1%	23.4%	24.6%	25.9%	27.2%	28.4%	29.7%	31.0%
Native Hawaiian / Other Pacific Islander	30.0%	31.2%	32.3%	33.5%	34.6%	35.8%	36.9%	38.1%
Two or More Races	42.6%	43.6%	44.6%	45.6%	46.6%	47.6%	48.6%	49.6%
White	45.7%	46.7%	47.7%	48.7%	49.7%	50.7%	51.7%	52.7%

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Table 4: English Language Arts/Literacy – 2023 baseline, 2030 long-term goal, and 2024-2029 interim targets

ELA/Literacy	2023 Baseline	2024	2025	2026	2027	2028	2029	2030 Long-term Goal
All Students	51.6%	52.6%	53.6%	54.6%	55.6%	56.6%	57.6%	58.6%
Economically Disadvantaged	36.2%	37.4%	38.6%	39.9%	41.1%	42.3%	43.5%	44.7%
English Learners	8.1%	9.7%	11.3%	13.0%	14.6%	16.2%	17.8%	19.5%
Students with Disabilities	13.6%	15.1%	16.7%	18.2%	19.8%	21.3%	22.9%	24.4%
American Indian or Alaskan Native	27.6%	28.9%	30.3%	31.6%	33.0%	34.3%	35.7%	37.0%
Asian or Pacific Islander	65.0%	66.0%	67.0%	68.0%	69.0%	70.0%	71.0%	72.0%
Black / African American	27.9%	29.2%	30.6%	31.9%	33.3%	34.6%	35.9%	37.3%
Hispanic or Latino	33.8%	35.1%	36.3%	37.6%	38.8%	40.1%	41.3%	42.6%
Native Hawaiian / Other Pacific Islander	39.4%	40.6%	41.7%	42.9%	44.1%	45.3%	46.4%	47.6%
Two or More Races	55.7%	56.7%	57.7%	58.7%	59.7%	60.7%	61.7%	62.7%
White	56.4%	57.4%	58.4%	59.4%	60.4%	61.4%	62.4%	63.4%

1. Provide the measurements of interim progress toward meeting the longterm goals for academic achievement in Appendix A.

Table 3 and 4 above provide the interim progress targets towards meeting the state's long-term goals for academic achievement in English Language Arts/Literacy and Mathematics. Interim progress targets are also available in Appendix A.

2. Describe how the long-term goals and measurements of interim progress toward the long- term goals for academic achievement take into account the improvement necessary to make significant progress in closing statewide proficiency gaps.

The "Base + Gap Closure" model incorporates a specific gap closure component for any group underperforming the All Students group, while applying the same formula to all groups. Additionally, because the gap closure component of the formula requires a ten percent decrease in the group's gap, subgroups with baselines farther behind the All Students group have a more ambitious long term

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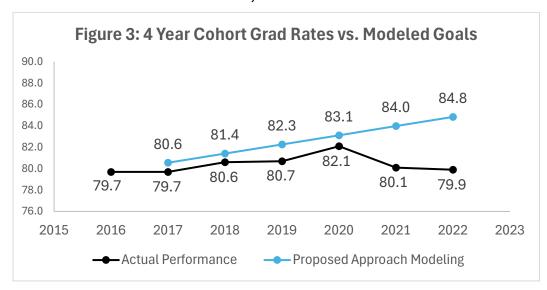
goal, and interim measures to reach that goal, which will close achievement gaps for student subgroups using attainable targets.

- b. **Graduation Rate.** (ESEA section 1111(c)(4)(A)(i)(I)(bb))
  - Describe the long-term goals for the four-year adjusted cohort graduation rate
    for all students and for each subgroup of students, including: (1) the timeline for
    meeting the long-term goals, for which the term must be the same multi-year
    length of time for all students and for each subgroup of students in the State,
    and (2) how the long-term goals are ambitious.

Idaho's long-term goals to increase our 4 year cohort graduation rates also use a "Base + Gap Closure" model, as described above. The State Board of Education, Department of Education, Accountability Oversight Committee, and stakeholders agreed on the need for long-term goals for the state that are balanced between being ambitious and achievable. Based on our historical data and stakeholder feedback, the base expectation is 6 percentage points improvement over 7 years, which is slightly lower than the expectation set for our achievement goals. The gap closure component establishes an expectation that groups with a baseline lower than the All Students group will close their by 10% in 7 years. The proposed length of time for the long-term goals—7 years from 2023—encompasses half of a student's K-12 career and therefore achieving the goal would impact students that are currently in the K-12 education system.

Based on Accountability Oversight Committee's review of modeled data, if Idaho had used the proposed model beginning in 2016, the state would have met the goal for 1 year and some subgroups would have met the goals additional years. Since our historical data does not show a consistent upward trend in our cohort graduation rates, we are confident that these goals are appropriately ambitious, particularly given the longstanding challenges of closing achievement gaps and the built-in, focused gap closure component of this model. Figure 3 shows a comparison of our actual 4 year cohort graduation rates by year compared to modeled goals representing what targets would have been if we had adopted the proposed approach in 2016.

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**Calculation: Long-term goal** = (Class of 2022 baseline % proficient/advanced + 6) + (maximum 0 (All Students Class of 2022 baseline – group Class of 2022 baseline)) x 0.10)

Interim progress goal = (group's Class of 2029 long-term goal – group's Class of 2022 baseline) / 7

Please note that due to the timing of Idaho's graduation rate appeals window and the finalization of data, our graduation rate for a given year is always for the prior graduating class. Thus, the 2023 baseline is the Class of 2022.

#### **ATTACHMENT 2**

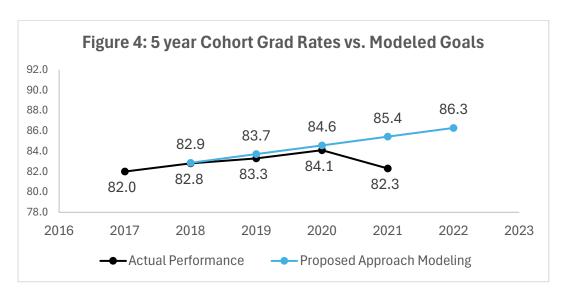
Table 5a: 4 year Graduation rate – Class of 2022 baseline, Class of 2029 long-term goal, and Class of 2023-Class of 2028 interim targets
\*Reporting of 4 Year graduation rates lags 1 year

4 year Graduation Rate	Class of 2022 Baseline	Class of 2023	Class of 2024	Class of 2025	Class of 2026	Class of 2027	Class of 2028	Class of 2029
All Students	79.9%	80.8%	81.6%	82.5%	83.3%	84.2%	85.0%	85.9%
Economically Disadvantaged	69.6%	70.6%	71.6%	72.6%	73.6%	74.6%	75.6%	76.6%
English Learners	65.4%	66.5%	67.5%	68.6%	69.7%	70.7%	71.8%	72.9%
Students with Disabilities	56.6%	57.8%	59.0%	60.2%	61.4%	62.6%	63.7%	64.9%
American Indian or Alaskan Native	73.4%	74.4%	75.3%	76.3%	77.2%	78.2%	79.1%	80.1%
Asian or Pacific Islander	85.4%	86.3%	87.1%	88.0%	88.8%	89.7%	90.5%	91.4%
Black / African American	69.1%	70.1%	71.1%	72.1%	73.1%	74.2%	75.2%	76.2%
Hispanic or Latino	73.0%	74.0%	74.9%	75.9%	76.8%	77.8%	78.7%	79.7%
Native Hawaiian / Other Pacific Islander	71.6%	72.5%	73.4%	74.2%	75.1%	76.0%	76.9%	77.8%
Two or More Races	76.5%	77.4%	78.3%	79.2%	80.1%	81.0%	81.9%	82.8%
White	81.9%	82.8%	83.6%	84.5%	85.3%	86.2%	87.0%	87.9%

2. If applicable, describe the long-term goals for each extended-year adjusted cohort graduation rate, including (1) the timeline for meeting the long-term goals, for which the term must be the same multi-year length of time for all students and for each subgroup of students in the State; (2) how the long-term goals are ambitious; and (3) how the long-term goals are more rigorous than the long-term goal set for the four-year adjusted cohort graduation rate.

Idaho's 5 year cohort graduation rate long-term goals and measurements of interim progress were created using the same "Base + Gap Closure" calculation as the 4 year cohort graduation rate. Based on our historical data and stakeholder feedback, the base expectation is 6 percentage points improvement over 7 years with a 10% gap closure component. The proposed length of time for the long-term goals—7 years from 2023—encompasses half of a student's K-12 career and therefore achieving the goal would impact students that are currently in the K-12 education system.

Based on historical data trends and stakeholder feedback, we are confident the targets are appropriately ambitious, particularly for subgroups underperforming when compared to the All Students Group. Additionally, Idaho tracks and reports our 5 year cohort graduation rates because they are particularly applicable for alternative high schools. Since these schools are serving students who are not on track to graduate in four years at their time of enrollment, ensuring that students graduate within five years is challenging. Thus, we believe the improvement expected is appropriately ambitious. Figure 4 shows our historical 5 year cohort graduation rate data versus what the targets would have been if we adopted the proposed model in 2017.



Because the baselines (Class of 202<u>2</u>) are higher than the 4 year cohort graduation rate baselines, the proposed 5 year cohort graduation rate interim targets and long-term goals are all higher than the 4 year targets.

**Calculation: Long-term goal** = (Class of 2022 baseline % proficient/advanced + 6) + (maximum 0 (All Students Class of 2022 baseline – group Class of 2022 baseline)) x 0.10)

Interim progress goal = (group's Class of 2028 long-term goal – group's Class of 2022 baseline) / 7

Table 5b: 5-Year graduation rate long term goals and interim progress goals

\*Reporting of 5 Year graduation rates lags 2 years

5 year Graduation Rate	Class of 2022 Baseline	Class of 2023	Class of 2024	Class of 2025	Class of 2026	Class of 2027	Class of 2028	Class of 2029
All Students	82.5%	83.4%	84.2%	85.1%	85.9%	86.8%	87.6%	88.5%
Economically Disadvantaged	73.0%	74.0%	75.0%	76.0%	77.0%	78.0%	79.0%	80.0%
English Learners	69.3%	70.3%	71.4%	72.4%	73.5%	74.6%	75.6%	76.6%

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Students with Disabilities	60.0%	61.2%	62.4%	63.5%	64.7%	65.9%	67.1%	68.3%
American Indian or Alaskan Native	76.0%	77.0%	77.9%	78.9%	79.8%	80.8%	81.7%	82.7%
Asian or Pacific Islander	87.5%	88.4%	89.2%	90.1%	90.9%	91.8%	92.6%	93.5%
Black / African American	72.8%	73.8%	74.8%	75.8%	76.8%	77.8%	78.8%	79.8%
Hispanic or Latino	76.5%	77.4%	78.4%	79.3%	80.3%	81.2%	82.2%	83.1%
Native Hawaiian / Other Pacific Islander	75.6%	76.6%	77.5%	78.5%	79.4%	80.4%	81.3%	82.3%
Two or More Races	79.0%	79.9%	80.8%	81.7%	82.6%	83.5%	84.4%	85.4%
White	84.4%	85.3%	86.1%	87.0%	87.8%	88.7%	89.5%	90.4%

3. Provide the measurements of interim progress toward the long-term goals for the four-year adjusted cohort graduation rate and any extended-year adjusted cohort graduation rate.

Interim progress goals are in Tables 5a and 5b above and in Appendix A.

4. Describe how the long-term goals and measurements of interim progress for the four-year adjusted cohort graduation rate and any extended-year adjusted cohort graduation rate take into account the improvement necessary to make significant progress in closing statewide graduation rate gaps.

As with goals for reading/language arts and mathematics assessments, Idaho's 4 year cohort and 5 year cohort graduation rate goals were created using our "Base + Gap Closure" model that incorporates a specific gap closure component for any group underperforming the All Students group, while applying the same formula to all groups. Additionally, because the gap closure component of the formula requires a ten percent decrease in the group's gap, subgroups with baselines farther behind the All Students group have a more ambitious long term goal, and interim measures to reach that goal, which will close achievement gaps for student subgroups using attainable targets.

c. **English Language Proficiency.** (ESEA section 1111(c)(4)(A)(ii))

Idaho determines a student's eligibility as an English Learner in a multi-stepprocess, beginning with an initial home language survey, completed atregistration. If the home language survey indicates a language other than English

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is the primary language spoken at home, the student is then screened using the WIDA Screener for Kindergarten or WIDA Screener. The student's results from this screener determine eligibility and inform the students plan for developing English language skills.

The ACCESS for ELL is administered to all identified English Learners, annually, and includes assessments in reading, writing, listening and speaking. A student receives an overall composite score and a scale score in each of the four domains.

The reading and writing domains are weighted 35% each in the overall-composite, while the speaking and listening are weighted 15% each in the overall composite.

Following the 2020 ACCESS for ELL administration, a student is considered proficient when they receive a composite score equal to or greater than 4.2, with a minimum score of 3.5 in the domains of reading, writing and listening, and a minimum score of 1 in the speaking domain.

The change came after analysis of both Idaho and WIDA Consortium data, consultation with stakeholders and assessment measurement experts as well asconsidering the rigor of English Language assessed by the ACCESS for ELL.

After analyzing the 2016, 2017 and 2018 results from the WIDA ACCESS for ELL, Idaho has updated the measure of expected progress. The new measure of expected progress as captured in Table 6a, considers the student's initial ELP-level, and recognizes student's English language development is not equal to the years served in an EL program, but influenced by their initial ELP-level.

The expected time to English Language Proficiency also serves educators in the development of the student's EL plan in setting realistic and attainable growth targets, with a focus on meeting students where they are and moving students where they need to be, so they can successfully access academic content and becollege and career ready.

Initial ACCESS for ELL	Calculated-	<b>Calculated</b>	Calculated-	Calculated-	Calculated-
Proficiency Level	Growth-	Growth-	Growth-	Growth-	Growth-
Composite	<del>Year 1*</del>	<del>Year 2*</del>	<del>Year 3*</del>	<del>Year 4*</del>	<del>Year 5*</del>
<del>(2017 or later)</del>					
6.0 Reaching	**	**	**	**	**
5.0 – 5.9 Bridging	**	**	**	**	<u>**</u>
4.0 – 4.9 Expanding	<del>4.0+</del>	<del>4.2+</del>	**	**	<u>**</u>
3.0 – 3.9 Developing	<del>3.0+</del>	<del>3.6+</del>	4 <del>.2+</del>	**	**
2.0 – 2.9 Emerging	<del>2.5+</del>	<del>3.0+</del>	<del>3.6+</del>	<del>4.2+</del>	<u>**</u>
1.0 – 1.9 Entering	<del>1.5+</del>	<del>2.0+</del>	<del>3.0+</del>	<del>3.6+</del>	<del>4.2+</del>

<sup>\*</sup> Only years in which the student was continuously enrolled in Idaho schools count for the year counter in the first row of this table.

<sup>\*\*</sup> English learners must meet proficiency (Idaho Language Instruction Educational Program-

exit criteria) to be considered as making the expected progress.

Idaho employs a multi-step process to identify English learners (ELs), beginning with a Home Language Survey (HLS) administered during student enrollment. The HLS collects information about the primary language spoken at home to determine if further English Language Proficiency (ELP) screening is necessary. If a language other than English is identified, students in kindergarten through grade 12 are screened using either the WIDA Screener for Kindergarten or the WIDA Screener (Grades 1–12). Screening results confirm eligibility for participation in the Local Education Agency's (LEA) Language Instruction Educational Program (LIEP). Both the completed HLS and ELP screener performance scores are required to be uploaded to the state's English Learner Management System (ELMS) and included in the student's cumulative file. Idaho ensures accurate and effective EL identification practices through regular reviews of the identification process by education partners, including EL specialists, technical advisors, and advocacy groups. This collaborative review process guarantees compliance with state and federal regulations while maintaining standardized procedures across LEAs. Explicit attention is given to students with disabilities, ensuring inclusive practices that meet their needs.

#### **English Language Proficiency Assessment**

As a member of the WIDA Consortium, Idaho utilizes WIDA's English Language Development (ELD) Standards and a comprehensive suite of summative ELP assessments, including ACCESS for ELLs (Online, Paper, Kindergarten) and WIDA Alternate ACCESS. These assessments measure a student's English proficiency in Listening, Speaking, Reading, and Writing, supporting the monitoring of progress and readiness for reclassification from LIEP services.

# English Learners Achieving English Language Proficiency General English Language Proficiency Assessment

Idaho has identified the following reclassification criteria for students completing the general summative ELP assessment.

General ELP Assessment – English Achievement Level Standard

- ≥ 4.2 Composite Overall Proficiency Level
- ≥ 3.5 Listening Proficiency Level
- ≥ 3.5 Reading Proficiency Level
- ≥ 3.5 Writing Proficiency Level
- ≥ 1.0 Speaking Proficiency Level

#### **Alternate English Language Proficiency Assessment**

For students with the most significant cognitive disabilities, Idaho administered WIDA Alternate ACCESS for the first time in 2024. The new test form reflects increased academic rigor and expanded scaling of scores and are outlined in the new alternate achievement level standards and alternate achievement level descriptors. To establish appropriate English language proficiency reclassification criteria, Idaho collaborated with WCER, education partners, and advisory committees to review historical performance data and reclassification rates. Equi-percentile equating and other evidence-based methodologies were used to identify new reclassification criteria. Idaho will continue to monitor reclassification rates to confirm that students are not prematurely exited from

LIEP services once they become available.

Idaho defines English proficiency for its alternate ELP assessment as:

• Composite Overall Proficiency Level of PL4-Expanding.

# English Learners Achieving English Language Growth Toward Proficiency General English Language Proficiency Assessment

Recognizing that growth toward English proficiency is non-linear and influenced by students' initial proficiency level, Idaho has developed individualized growth targets to reflect realistic and attainable goals for each EL.

Table 6a outlines the growth expectations as they relate to the English language achievement level standards. The expected amount of growth is based on a student's starting proficiency level.

Table 6a: English Learners Achieving English Language Growth toward English Proficiency

Initial ACCESS for ELL	Calculated	Calculated	Calculated	Calculated	Calculated
Proficiency Level	Growth	<u>Growth</u>	<u>Growth</u>	Growth	Growth
<u>Composite</u>	Year 1*	Year 2*	Year 3*	Year 4*	Year 5*
(2017 or later)					
6.0 Reaching	**	**	**	**	**
5.0 – 5.9 Bridging	**	**	**	**	**
4.0 – 4.9 Expanding	<u>≥4.0</u>	<u>≥4.2</u>	**	**	**
3.0 – 3.9 Developing	≥3.0	≥3.6	<u>≥4.2</u>	**	**
2.0 – 2.9 Emerging	<u>≥2.5</u>	≥3.0	≥3.6	<u>≥4.2</u>	**
<u>1.0 – 1.9 Entering</u>	<u>≥1.5</u>	<u>≥2.0</u>	≥3.0	<u>≥3.6</u>	<u>≥4.2</u>

<sup>\*</sup> Only years in which the student was continuously enrolled in Idaho schools count for the year counter in the first row of this table.

### Alternate English Language Proficiency Assessment

Idaho continues to actively engage education partners, technical advisory members, and field experts to establish a new Alternate ELP growth indicator for students with the most significant cognitive disabilities. This development process has included – and continues to include – gathering and synthesizing input from education partners and conducting data analysis to inform the creation of a new valid, reliable, and relevant growth indicator. Establishing an appropriate growth metric for this diverse population requires further evidence – Including at-least three years of data – to ensure alignment with best practices and the unique needs of Idaho's student population. Idaho's collaborative approach ensures the Alternate ELP indicator will address the unique needs of this population while maintaining alignment with state and federal requirements.

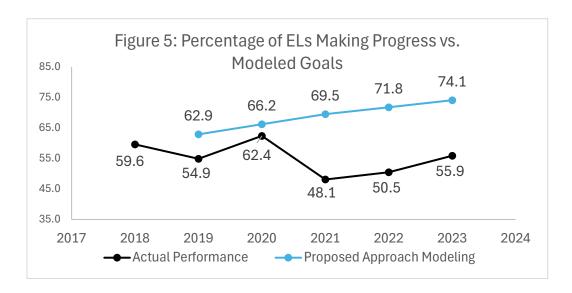
Describe the long-term goals for English learners for increases in the percentage
of such students making progress in achieving English language proficiency, as
measured by the statewide English language proficiency assessment, including:
(1) the State-determined timeline for such students to achieve English language
proficiency and (2) how the long- term goals are ambitious.

The proposed length of time for English Learners' progress long-term goals is the

<sup>\*\*</sup> English learners must meet proficiency (Idaho Language Instruction Educational Program exit criteria) to be considered as making the expected progress.

same as all other proposed goals—7 years from 2023 — which encompasses half of a student's K-12 career and achieves the goal of impacting students currently in the K-12 education system.

Based on changes made to Idaho's exit criteria and, as a result, a shift in the student population taking the state's English Language Proficiency Assessment, the percentage of students meeting their growth targets has changed in recent years. We reviewed data since the change in exit criteria was implemented (in 2020) and considered pandemic impacts to identify our long-term goals for the percent of students making expected progress. We also engaged with stakeholders and gathered feedback directly from districts and educators with larger populations of English Learners. Figure 5 shows the actual percentage of ELs that have made expected progress as compared to modeling of what the state goals would have been if we had adopted the proposed approach in 2018.



Based on data trends and stakeholder feedback, we have set goals for the percentage of EL students meeting their growth targets to improve by a very ambitious 20 percentage points from the 2023 baseline (55.9%) to the 2030 long-term goal (75.9%). Recognizing that program improvements and student outcomes are more likely to see greater annual improvement initially with lower rates of improvement over time, we set the measurements of interim progress for 3.3 percentage points annually for 2024 through 2027 and 2.3 percentage points per year from 2028 to 2030.

Table 6b: Percent of Students Making Expected Progress toward English proficiency 2023 baseline, 2030 long-term goal, and 2024-2029 interim targets

2023 Baseline	2024	2025	2026	2027	2028	2029	2030
55.9%	59.2%	62.5%	65.8%	69.1%	71.4%	73.7%	76.0%

2. Provide the measurements of interim progress toward the long-term goal for

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increases in the percentage of English learners making progress in achieving English language proficiency in Appendix A.

Interim progress goals are in Table 6b above and Appendix A.

#### iv. **Indicators** (ESEA section 1111(c)(4)(B))

Idaho annually and publicly reports progress on all measures in the state's Accountability Framework (Appendix B), originally approved by the Idaho State Board of Education and the Idaho Legislature in 2017. These measures were agreed upon by Idaho's stakeholders as the next step forward in education accountability in the state to ensure that all students are college and career ready. Idaho believes defining success requires going beyond statewide test scores and should illustrate multiple measures reflecting the many facets of our students. All measures in the Accountability Framework reflect Idaho's values and will further empower educators and parents to engage in educational decisions about their children.

The Accountability Framework is used to meet both state and federal school accountability requirements and is broken up by school categories.

A subset of the measures in the Accountability Framework is used as the accountability indicators required by ESSA, and described in this section. Idaho uses these indicators every three years to determine schools for comprehensive support and improvement, and each year to determine schools for targeted support and improvement, using the methodology described in sections A(4)(v) and A(4)(vi) of this plan.

It should be noted that the state accountability framework groups schools into three categories so meaningful differentiation can be made between like schools. The following school categories are outlined in the state accountability framework:

### **School Categories**

- Kindergarten through grade eight (K-8): Schools in this category include elementary and middle schools as defined in IDAPA Rule 08.02.03.112.05.f.
- High Schools, not designated as alternative high schools, as defined in Subsection 112.05.f.
- Alternative High Schools

The indicators Idaho uses for school identification as required by ESSA are listed by school category.

# Academic Measures by School Category K-8:

- Achievement on Idaho Standards Achievement Test (ISAT) in English Language Arts and Math
- Growth on the Idaho Standards Achievement Test (ISAT), as determined by the percentage of students meeting their individual, annual growth targets.

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• English Learners making progress towards English language proficiency.

#### **High School:**

- Achievement on Idaho Standards Achievement Test (ISAT) in English Language Arts and Math
- English Learners making progress towards English language proficiency.
- Four (4) year cohort graduation rate

#### **Alternative High School:**

- Achievement on Idaho Standards Achievement Test (ISAT) in English Language Arts and Math
- English learners making progress towards English language proficiency.
- Four (4) year cohort graduation rate

# School Quality Measures by School Category K-8:

Chronic absenteeism rates for grades K-8.

#### **High School:**

 College and Career Readiness indicators, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs.

#### **Alternative High School:**

- College and Career Readiness indicators, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs.
- a. Academic Achievement Indicator. Describe the Academic Achievement indicator, including a description of how the indicator (i) is based on the long-term goals; (ii) is measured by proficiency on the annual Statewide reading/language arts and mathematics assessments; (iii) annually measures academic achievement for all students and separately for each subgroup of students; and (iv) at the State's discretion, for each public high school in the State, includes a measure of student growth, as measured by the annual Statewide reading/language arts and mathematics assessments.

Idaho's Academic Achievement Indicator is achievement on the statewide tests in Mathematics and English Language Arts/Literacy and meets the criteria for academic indicators as described in section A(4)(iv)(a) of this plan.

#### Academic achievement indicator measures:

- K-8 Schools
  - o Idaho Student Achievement Test (ISAT) Mathematics grades 3-8
  - ISAT English Language arts (ELA)/Literacy grades 3-8

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- High Schools
  - ISAT Mathematics
  - ISAT ELA/Literacy
- Alternative High Schools
  - ISAT Mathematics
  - ISAT ELA/Literacy

The academic achievement indicator represents the proficiency on statewide mathematics and ELA/Literacy tests. In the school identification system, academic achievement for K-8 schools is the actual, non- averaged achievement in that school year. For high school, students are allowed to demonstrate their mastery of the high school content standards by taking the assessment at least once in high school prior to or during their 11th grade year.

The state administers and reports the grade level assessments annually and provides comparative data across subgroups.

Used for all schools in state: Both academic indicators in this section are used for all schools in the state according to the school categories as outlined in Idaho's Accountability Framework.

Same calculation for all schools: The same calculation is used for all schools in the state for the academic indicators. This is further described in the process of annual meaningful differentiation methods later in this section.

Validity and reliability: The academic indicators are calculated using statewide test scores in Mathematics and English Language Arts. The Idaho Standard Achievement Tests, developed by Smarter Balanced, have met validity and reliability criteria as outlined in the Federal Assessment Peer Review.

Based on long-term goals: Both academic indicators are aligned directly to Idaho's long-term goals.

Proficiency on statewide reading/language arts and mathematics assessments: The academic indicators are based on the percentage of students scoring proficient or advanced on these assessments. Results from both content areas will be weighted equally. Please see annual meaningful differentiation of schools methodology for further explanation.

Disaggregation: Each academic indicator can be disaggregated for each student group.

95% participation: Both academic indicators measure the performance of at least 95% of all students and 95% of all students in each student group.

b. Indicator for Public Elementary and Secondary Schools that are Not High Schools (Other Academic Indicator). Describe the Other Academic Indicator, including how it annually measures the performance for all students and separately for each subgroup of students. If the Other Academic Indicator is not a measure of student growth, the description must include a demonstration that the indicator is a valid

#### **ATTACHMENT 2**

and reliable statewide academic indicator that allows for meaningful differentiation in school performance.

Idaho's Other Academic Indicator is Academic Growth as defined below and meets the criteria for academic indicators as described in section A(4)(iv)(a) of this plan.

#### Other Academic indicator measures:

- Student Growth to proficiency in English Language Arts/Literacy, based on the percentage of students meeting their annual growth targets
- Student Growth to proficiency in Mathematics, based on the percentage of students meeting their annual growth targets

To set meaningful, achievable annual growth targets for students that keep them on a trajectory towards proficiency or appropriately maintaining proficiency, we have established different expectations for students based on their performance.

#### Expectations for Students Who Have Not Scored Proficient or Above

First, we divided the non-proficient ISAT achievement levels (Level 1 and Level 2) into 3 sub-categories. Students' growth targets are then set based on the expectation to improve their performance spring-to-spring by 1 achievement subcategory or more, as shown below.

Minimum Expected Growth for Non-Proficient Students						
	Level 1			Level 2		
Prior Year	1a	1b	1c	2a	2b	2c
Current year	1b	1c	2a	2b	2c	3a

#### **Expectations for Students Who Have Scored Proficient**

For students who have scored proficient, we again divided the proficient ISAT achievement level (Level 3) into 3 sub-categories. Because students have demonstrated proficiency, substantial upward movement is encouraged but not expected for the student to meet their growth target. Instead, for proficient students, the targets are designed to ensure they continue to expand their learning by at least one academic year. As a result, the growth targets for proficient students are set with the expectation that they will maintain their performance within their sub-category spring-to-spring or will improve performance. The minimum expectations are shown below.

Minimum Expected Growth for Proficient Students

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	Level 3			
Prior Year	3a	3b	3c	
Current year	3a	3b	3c	

#### Expectations for Students Who Have Scored Advanced

For students who have scored advanced, we have maintained one ISAT achievement level (Level 4) rather than creating sub-categories. There are two primary reasons for this decision:

- We recognize that achieving a Level 4 is challenging
- We understand the nature of the assessment and the reality that scores at the top end of the scale are less precise, so students' movement within the category could be a result of normal testing error.

Because students who have scored advanced have exceeded proficiency expectations, the targets are designed to ensure they continue to expand their learning by approximately one academic year without backsliding into a lower performance category. As a result, the growth targets for advanced students are set with the expectation that they may have varying performance within Level 4, but are expected to stay at or above the Level 4 cut to meet their growth target.

Maintenance Expectation for Advanced Students			
Level 4			
Prior Year	4		
Current year	Maintain performance anywhere within Level 4		

*Disaggregation:* The other academic indicator can be disaggregated for each student group. Student growth can be disaggregated for each student group.

Validity and reliability: Student growth calculations are a valid and reliable measure and have been used by the U.S. Department of Education to understand and measure the growth of schools and districts.

95% participation: The growth rate indicator measures the performance of at least 95% of all students and 95% of all students in each student group.

c. **Graduation Rate.** Describe the Graduation Rate indicator, including a description of (i) how the indicator is based on the long-term goals; (ii) how the indicator annually measures graduation rate for all students and separately for each subgroup of students; (iii) how the indicator is based on the four-year adjusted cohort graduation rate; (iv) if the State, at its discretion, also includes one or more extended-year adjusted cohort graduation rates, how the four-year adjusted cohort graduation rate is combined with that rate or rates within the indicator; and (v) if applicable, how the State includes in its four-year adjusted cohort graduation rate and any extended-year adjusted cohort graduation rates students with the most significant cognitive disabilities assessed using an alternate assessment aligned to alternate academic achievement standards under ESEA section 1111(b)(2)(D) and awarded a State-defined alternate diploma under ESEA section 8101(23) and (25).

Table 7 below describes Idaho's graduation rate indicators. Idaho uses the four-year adjusted cohort graduation rate for the graduation rate indicator, which follows federal guidelines. See section A(4)(v) for how the graduation rate indicator is used for meaningful differentiation of schools. Idaho does not award a state-defined alternate diploma. Based on stakeholder feedback, Idaho calculated a five-year cohort graduation rate for the first time in 2018/2019. The Five-year cohort graduation rate is reported for all high schools.

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**Table 7: Graduation rate indicators** 

Indicator	Measure	Description
Graduation Rate	The four-year cohort graduation rate	The percent of students graduating using the four-year graduation cohort rate calculation within a school reported <sup>4</sup> in the current school year.

*Used for all high schools in state:* The graduation rate indicator is used for all high schools in the state.

Same calculation for all high schools: The same calculation is used for all schools in the state for the graduation rate indicator.

Based on long-term goals: The graduation rate indicator is aligned directly to Idaho's long-term goals.

*Disaggregation:* The graduation rate indicator can be disaggregated for each student group. The graduation rate indicator can be disaggregated for each student group.

Validity and reliability: The federally-required four-year cohort graduation rate has been shown to be valid and reliable.

d. Progress in Achieving English Language Proficiency (ELP) Indicator. Describe the Progress in Achieving ELP indicator, including the State's definition of ELP, as measured by the State ELP assessment.

Idaho administers the ACCESS for ELL developed by WIDA as our English Language Proficiency Assessment. The progress in achieving ELP is defined in section iv.c above.

e. School Quality or Student Success Indicator(s). Describe each School Quality or Student Success Indicator, including, for each such indicator: (i) how it allows for meaningful differentiation in school performance; (ii) that it is valid, reliable, comparable, and statewide (for the grade span(s) to which it applies); and (iii) of how each such indicator annually measures performance for all students and separately for each subgroup of students. For any school quality or indicator that does not apply to all grade spans, the description must include the grade spans to which it does apply.

**Table 8: School Quality Indicators** 

School Category	Measure
K-8	Chronic absenteeism rates for grades K-8.
High School	College and Career Readiness indicators, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs.
Alternative High School	College and Career Readiness indicators, determined through a combination of students participating in advanced opportunities, earning industry recognized certification and/or participation in recognized high school apprenticeship programs.

Table 8 describes the school quality indicators used in our school identification methodology. Additional school quality indicators are found in Appendix B, described at the end of this section and included in annual reporting on the state, district and school report card used as our tool for annual meaningful differentiation.

*Disaggregation:* Each school quality indicator can be disaggregated for each student group.

## Validity and reliability:

The validity of chronic absenteeism is supported by numerous studies that have found strong linkages between chronic absenteeism and other key indicators of student performance and success such as improved academic achievement, increased graduation rates, and lower dropout rates. The reliability of the collected data is largely ensured by a consistent reporting methodology, the use of a standardized state definition of chronic absenteeism, and a singular data collection system that has already been established and used for reporting. Idaho is confident in the accurate reporting of attendance data because Idaho has used an average daily attendance (ADA) funding model for many years for all school districts.

All local education agencies in Idaho have been submitting chronic absenteeism data since the 2018-2019 school year to the state. Idaho defines chronic absenteeism the same as the definition provided by the U.S. Department of Education in the EDFacts file spec FS195:

"The unduplicated number of students absent 10% or more school days during the school year. A student was absent if he or she was not physically on school grounds and was not participating in instruction or instruction-related activities at an approved off-grounds location for at least half the school day".

The college and career readiness indicator will be calculated for every student using

<sup>&</sup>lt;sup>4</sup> Graduation rate lags by one school year.

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data collected by the ISDE, State Board of Education, or the Idaho Division of Career and Technical Education (ICTE).

Students who demonstrate early success in college and career preparation opportunities have an increased likelihood of entry and success in education and career training after high school. College and career preparation is determined by calculating the percent of students who have demonstrated success preparation for education and/or career training after high school through advanced course work, technical skills attainment or work experience.

Advanced coursework includes advance placement courses, dual credit courses, and international baccalaureate programs. Students earn credit by passing the course. Technical Skills Assessment (TSA) is a pathway program that measures a student's understanding of the technical requirements of the occupational pathway. The TSA is a nationally validated, industry- based assessment, administered by an approved vendor, such as Career Technical Education. All juniors and seniors enrolled in a capstone course are required to take the TSA. Work experience includes credit for internships and job shadowing. A student earns work experience credit by passing the established criteria for that experience. At a minimum, each work experience aligns to Idaho's Content Standards. In this way, the work experience requirements for credit are consistent and comparable across the State. The LEA may require additional criteria above and beyond the Standards.

The three options in the college and career ready indicators in Idaho's Accountability framework are equally accessible and reflective of stakeholder feedback and State Board of Education goals and allow for meaningful differentiation among all high schools and alternative schools in the state.

Each college and career indicator will include all 12<sup>th</sup> graders in the denominator providing a true measure of student's access to advanced coursework and a measure of performance throughout their high school experience.

The numerator and denominator are summarized below:

The # of 12<sup>th</sup> grade students in a high school meeting one or more of the three College and Career options divided by the number of 12<sup>th</sup> grade students.

Idaho's high school students have equitable access to Advanced Opportunities. Idaho requires that all high schools offer Advanced Opportunities. Idaho rule 08.02.03.106.01 states: "All high schools in Idaho shall be required to provide Advanced Opportunities, as defined in Section 007, or provide opportunities for students to take courses at the postsecondary campus."

In addition, each student in Idaho has \$4,125 available to them to cover costs associated with Advanced Opportunities. These funds may be used to pay for dual credits, overload courses, or certificate exams.

**Additional school quality and student success indicators not used in school identification.** Additional school quality indicators in the state accountability framework include students enrolled in grade 8 taking pre-algebra or higher-level

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math courses and students in grade 9 taking algebra 1 or higher level math courses in our high schools and alternative high schools. Enrollment in math courses is based on the total population of students in the applicable grade and is disaggregated by sub-groups.

Research shows that students learn more in schools that emphasize high academic expectation and students that take higher-level academic courses learn more. This research supports the use of the enrollment in on-grade or above grade mathematics courses as an indicator of school quality and student success. This indicator also allows for evaluation of school programs in aligning curriculum and instruction in setting high expectation.

Credit recovery and accumulation in Idaho alternative schools as a measure of school quality and student success is predicated on the specific academic needs of students in alternative high schools. The state intends to identify the number of courses taken for credit recovery – which is defined as, any course for which a student received credit after previously attempting the same or equivalent course where credit was not earned. The State Department of Education is working with alternative schools to determine the most meaningful way of articulating this in our reporting of the indicators in the state, district and school report cards. Business rules for reporting will be finalized in May 2018.

The final indicator of school quality and student success; communication with parents on student achievement, which applies to all school configurations, was implemented in the 2018/2019 school year.

### v. **Annual Meaningful Differentiation** (ESEA section 1111(c)(4)(C))

a. Describe the State's system of annual meaningful differentiation of all public schools in the State, consistent with the requirements of section 1111(c)(4)(C) of the ESEA, including a description of (i) how the system is based on all indicators in the State's accountability system, (ii) for all students and for each subgroup of students. Note that each state must comply with the requirements in 1111(c)(5) of the ESEA with respect to accountability for charter schools.

Idaho annually and publicly reports progress on all measures in the state's Accountability Framework (Appendix B), approved by the Idaho State Board of Education and the Idaho Legislature in 2017. These measures were agreed upon by Idaho's stakeholders as the next step forward in education accountability in the state to ensure that all students are college and career ready. Idaho believes defining success requires going beyond statewide test scores and should illustrate multiple measures reflecting the many facets of our students.

All measures in the Accountability Framework reflect Idaho's state values and further empower educators and parents to engage in educational decisions about student achievement. Idaho reports results for each indicator disaggregated by all student subgroups for all schools. Idaho's stakeholders were outspoken in their opposition to a summative rating for each school. It was felt that the complex

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calculations required to produce a summative score are not transparent, sometimes misleading, and result in a system that is not useful for parents and educators. In order to produce a meaningful report card, Idaho has developed a user-friendly report card that allows for data to be summarized and visualized in ways most useful to parents and community members. The state also incorporated tools for comparing schools to each other. This allows all education stakeholders to use the multiple measures in the Accountability Framework to differentiate schools.

b. Describe the weighting of each indicator in the State's system of annual meaningful differentiation, including how the Academic Achievement, Other Academic, Graduation Rate, and Progress in ELP indicators each receive substantial weight individually and, in the aggregate, much greater weight than the School Quality or Student Success indicator(s), in the aggregate.

When identifying comprehensive and targeted support and improvement schools as described above, the school quality indicator is weighted at 10% for all schools, with the remaining indicators weighted evenly across the remaining 90%.

See Table 9 below for an outline of indicator weights for Idaho's most common school configurations.

Table 9: Indicator weights for Idaho's most common Title I school configurations (percent)

Table 5. Indicator weights for idano's most common ritle i school comigurations (p						P 0. 00	
School Type (Title 1 Schools)	Math	ELA/ Literacy	Student Growth – Math	Student Growth – ELA/Literacy	English Learner Proficiency	Graduation Rate	School Quality
K-8	18	18	18	18	18	NA	10
K-8 (no ELs)	22.5	22.5	22.5	22.5	NA	NA	10
High school	22.5	22.5	NA	NA	22.5	22.5	10
High school (no ELs)	30	30	NA	NA	NA	30	10
Alternative high school	22.5	22.5	NA	NA	22.5	22.5	10
Alternative high school (no ELs)	30	30	NA	NA	NA	30	10

c. If the State uses a different methodology for annual meaningful differentiation than the one described in section 4(v)(a) above for schools for which an accountability determination cannot be made (e.g., P-2 schools), describe the different methodology, indicating the type(s) of schools to which it applies.

The CSI process for identifying the lowest performing schools relies on multiple measures of school performance to accurately identify schools with systemic challenges. Consequently, to progress through Step 6 above and receive a composite score, schools must meet the n size threshold of 20 students in a minimum number of key indicators.

For K-8 schools, the key indicators are:

- Academic Achievement
  - o ISAT/IDAA Proficiency Rate in ELA/literacy
  - ISAT/IDAA Proficiency Rate in Mathematics
- Academic Growth
  - Student Growth toward Proficiency ISAT ELA/Literacy
  - Student Growth toward Proficiency ISAT Mathematics
  - English Learner Growth toward English Language Proficiency

K-8 schools must have a value for at least one academic achievement measure and one academic growth measure listed above to receive a composite score.

For High Schools and Alternative High Schools, the key indicators are:

- Academic Achievement
  - ISAT/IDAA Proficiency Rate in ELA/literacy
  - o ISAT/IDAA Proficiency Rate in Mathematics
- Graduation Rate
  - Four-year cohort graduation rate (High Schools)

High Schools and Alternative High Schools must have a value for at least one academic achievement measure and a graduation rate to receive a composite score.

When schools meet the n size requirements for the key indicators described above, the SDE uses the results in the standard, Lowest-Performing CSI process with the weights distributed across the available indicators. However, if the school still fails to meet the n size requirements for the minimum number of indicators, the school will be subject to a qualitative review process.

#### **Qualitative Review Process**

In the qualitative review process, the SDE convenes a review committee to review the school's characteristics and performance using available data. This committee will review information about the school, including the following:

- Title I status
- Grades served
- Detailed school type (e.g. career technical school, adjudicated school, etc.)
- Number of students in the denominator of each accountability measure
- Performance in each measure
- Student achievement progress and growth based on criteria established by the State Technical Assistance Team (STAT)
- For schools serving grades not assessed in our accountability system, the review committee will consider the school's performance on the statewide early

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literacy assessment as a metric of comparison. While not a measure in our identification system, the statewide literacy assessment is a measure in our accountability framework and is a key performance indicator in annual meaningful differentiation in our report card.

The committee will use the information available during the qualitative review to determine if the school should be identified for comprehensive support and improvement.

- vi. **Identification of Schools** (ESEA section 1111(c)(4)(D))
  - a. Comprehensive Support and Improvement Schools. Describe the State's methodology for identifying not less than the lowest-performing five percent of all schools receiving Title I, Part A funds in the State for comprehensive support and improvement.

Idaho identified schools in the beginning of the 2018-19 school year using data from 2015- 16, 2016-17, and 2017-18. In the case of the student engagement survey, only data from the end of the 2017-18 school year was used. Idaho originally planned to identify schools every three years thereafter, using the same review of three prior years' data. Although this original identification schedule was delayed by COVID-19 disruptions, Idaho will return to a three-year identification cycle starting in the beginning of the 2022-2023 school year.

Feedback from stakeholders strongly emphasized a three-year identification cycle in order to build a system that supports the development of sustainable school improvement strategies. School leaders will be able to dedicate time to planning and early implementation in the first year of identification and will have an additional two full years to implement their school improvement strategies, with the intent of generating sustainable change at the school.

ISDE reviews identification data annually to determine whether schools would be identified during an off-cycle year. If schools are found that are not currently identified but would have been identified if the current year were on-cycle will be notified and offered support and thought partnership from staff. Those schools will be added to a watch list and this will be noted on the school report card.

A subset of the measures in the Accountability Framework is used as accountability indicators as required by ESSA, described in section A(4)(iv) of this plan. Idaho uses these indicators every three years to identify schools for comprehensive support and improvement, and each year to determine schools for targeted support and improvement, using the methodology described in this section and section A(4)(vi) of this plan.

The steps below describe the calculation steps the state will use in identifying the lowest- performing five percent of all schools receiving Title I, Part A funds.

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### Step 1:

For each indicator used in school identification, combine the performance of students in the school for the most recent three years and calculate a weighted average. For indicators for which three years of statewide data is not available, the state combines performance for the number of years that are available.

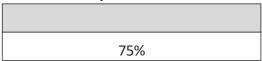
The example below demonstrates the three-year average calculation for math achievement.

Math	2016		2017		2018		Three year	
Assessment								average
							calculation for	
								Math
							acl	nievement
# proficient	95	95.0%	100	78.7%	79	57.20%	274	75.07%
# tested	100	proficiency	127	proficiency	138	proficiency	365	proficiency

**Step 2**: Select a school and identify the three-year weighted average value of the first indicator (among the academic and school quality indicators described in section iv.)

As an example, the academic achievement indicator for Math, which is the percentage of students scoring at proficient or advanced. From the example calculation above, this value is 75% for a hypothetical school – School X.

# School X math performance



**Step 3**: Determine the school's rank on that indicator relative to all other public schools in the state in the same school category.

To continue our example, assume School X's math achievement was about in the middle relative to other schools in the state, ranking 197 of 378 schools.

School	Achievement	Rank
Р	99%	1
F	98%	2
AA	96%	3
S	94%	4
-	-	-
-	-	-
Х	75%	197
-	-	-
-	-	-
G	32%	378

There are 181 schools with lower Achievement than School X and 196 that have higher Achievement than School X.

**Step 4:** Calculate the school's percentile rank for the indicator. The percentile rank is a simple calculation: divide the number of schools below the school in question by the total number of public schools in the state in the same school category. This number is then multiplied by 100. This calculation provides the percent of schools in the state that fall below the target school in that indicator.

For our hypothetical school X, the calculation would be as follows:

#### Math Achievement Percentile Rank

Number of schools below School X (181)

Total Number of schools (378)

Using this calculation, we determine that 48 percent of schools in the state fall below School X in the math academic achievement indicator.

**Step 5**: Repeat steps 1-4 for all indicators.

**Step 6:** Calculate a composite value for the school based on the available indicators. The composite value is calculated by applying the weights described in section b (below) to the percentile ranks for each indicator (determined at the end of step 4) and summing these values.

**Step 7**: Repeat steps 1-6 for all schools in the state.

**Step 8** Rank schools from highest to lowest within their school category based on their composite value.

Step 9 Identify the composite value that would capture the bottom 5% of Title I

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schools within the K-8, high school, and alternative high school categories.

Idaho designates both Title I and Non-Title I schools with composite scores at or below the relevant 5% threshold value as schools identified for comprehensive support and improvement.

**Step 10**: Idaho also celebrates schools for their work to meet the needs of their students by recognizing:

- Schools that meet or exceed the interim progress goals for each indicator.
- Schools that fall into the 90<sup>th</sup> percentile rank or above using the school identification methodology for each of the indicators in the framework.
- b. **Comprehensive Support and Improvement Schools**. Describe the State's methodology for identifying all public high schools in the State failing to graduate one third or more of their students for comprehensive support and improvement.

Beginning in 2019, the state calculates and reports both a 4-year cohort and a 5-year cohort graduation rate annually for all traditional and alternative high schools.

Beginning in 2021, Idaho identifies all high schools in the state with a 5-year cohort graduation rate less than 67%, based on a three year weighted average, for comprehensive support and improvement.

The change to using a 5-year rate specifically addresses the challenges and unique needs of our alternative high schools, which are required to serve students who are at risk for dropping out due to academic and social or emotional challenges. Using a 5-year cohort graduation rate average for all high schools recognizes the unique challenges and important work educators and students accomplish in preparing students for college and/or career.

The use of a 5-year cohort graduation rate also allows the state to meaningfully differentiate high schools in our accountability system.

c. Comprehensive Support and Improvement Schools. Describe the methodology by which the State identifies public schools in the State receiving Title I, Part A funds that have received additional targeted support under ESEA section 1111(d)(2)(C) (based on identification as a school in which any subgroup of students, on its own, would lead to identification under ESEA section 1111(c)(4)(D)(i)(I) using the State's methodology under ESEA section 1111(c)(4)(D) and that have not satisfied the statewide exit criteria for such schools within a State-determined number of years.

If a Title 1 school is identified for additional targeted support under section A(4)(vi)(f) of this plan for three consecutive years (i.e., the school has not met the statewide exit criteria for two consecutive years immediately after the year in which it was identified for additional targeted support), that school will be identified as a comprehensive support and improvement school.

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d. Year of Identification. Provide, for each type of schools identified for comprehensive support and improvement, the year in which the State will first identify such schools and the frequency with which the State will, thereafter, identify such schools. Note that these schools must be identified at least once every three years.

Idaho began identifying comprehensive support and improvement schools for the 2018-19 school year and originally planned to repeat this process every three years. Due to COVID- 19 disruptions, the identification schedule was pause. Idaho reidentifies schools prior to the 2022-2023 school year and then continues to identify schools every three years thereafter.

e. **Targeted Support and Improvement**. Describe the State's methodology for annually identifying any school with one or more "consistently underperforming" subgroups of students, based on all indicators in the statewide system of annual meaningful differentiation, including the definition used by the State to determine consistent underperformance. (ESEA section 1111(c)(4)(C)(iii))

While the lowest-performing five percent of schools will be identified as comprehensive support and improvement schools every three years, the methodology for identifying these schools will be calculated annually for the purpose of identifying schools for targeted support and improvement.

The comprehensive support and improvement calculations will be run for all students to identify the lowest-performing five percent of schools. The same calculations will then be run for each subgroup of students (when meeting the n size requirements). Idaho identifies targeted support and improvement schools based on a student group composite below the bottom 5% of state average composite for all students and in the bottom five (5) percent of the corresponding student group composites.

The composite score is calculated based on three most recent years of data. For indicators for which three years of statewide data is not available, Idaho combines performance for the number of years that are available.

Each targeted support and improvement school will be required to develop and implement an improvement plan that is aligned to the long-term goals for the state, and approved by their LEA.

To exit targeted support and improvement, a school must not be identified using the methodology described above.

f. **Additional Targeted Support.** Describe the State's methodology for identifying schools in which any subgroup of students, on its own, would lead to identification under ESEA section 1111(c)(4)(D)(i)(I) using the State's methodology under ESEA section 1111(c)(4)(D), including the year in which the State will first identify such schools and the frequency with which the State will, thereafter, identify such schools. (ESEA section 1111(d)(2)(C)-(D))

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The methodology for identifying additional targeted support schools will be calculated annually.

The same calculations as used for comprehensive support and improvement identifications will be run among targeted support and improvement schools for all subgroups of students (when meeting the n size requirements). The final, weighted composite value for each student group will be compared with that for schools that are (or would be) identified for comprehensive support and improvement.

If the composite value for any of the subgroups is below that for the highest performing school in the bottom 5% of the comprehensive identification schools, the school will be identified for additional targeted support and improvement.

The composite score is calculated based on three most recent years of data. For indicators for which three years of statewide data is not available, Idaho combines performance for the number of years that are available.

To exit additional targeted support, a school must not be identified using the methodology described above.

g. Additional Statewide Categories of Schools. If the State chooses, at its discretion, to include additional statewide categories of schools, describe those categories.

The state does not identify additional statewide categories of schools.

vii. **Annual Measurement of Achievement** (ESEA section 1111(c)(4)(E)(iii)): Describe how the State factors the requirement for 95% student participation in statewide mathematics and reading/language arts assessments into the statewide accountability system.

Idaho understands that in order to provide a fair and accurate picture of school success, and to help parents, teachers, school leaders, and state officials understand where students are struggling and how to support them, the state must ensure high participation in statewide assessments.

According to current Idaho Administrative Code (IDAPA 08.02.03.112(e), "failure to include ninety-five percent (95%) of all students and ninety-five percent (95%) of students in designated subgroups automatically identifies the school as not having achieved measurable progress in ISAT proficiency." For the purposes of this plan, "measurable progress on ISAT proficiency" is defined as not having met the school's interim progress measure toward its long-term goals in any group where 95% participation is not attained.

Additionally, "If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate can be calculated by the most current three (3) year average of participation."

Should a school or LEA not meet the 95% participation minimum standard, the local school board will be notified by the State Board of Education that the school or district has failed to

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meet the minimum standard of reporting and that this will be reflected on the state report card. The ISDE will support the school or LEA to write a parent outreach plan that addresses how it will engage parents and community members in order to meet the 95% participation minimum standard. In addition, ISDE will develop policies requiring the LEA to use a portion of its funds pursuant to 33-320, Idaho Code (Continuous Improvement Plans) for local school board and superintendent training on data-driven decision-making and assessment literacy.

If a school has at least 95% participation in any year, the school is not required to submit a parent outreach plan for the following year.

viii. Continued Support for School and LEA Improvement (ESEA section 1111(d)(3)(A))

a. **Exit Criteria for Comprehensive Support and Improvement Schools**. Describe the statewide exit criteria, established by the State, for schools identified for comprehensive support and improvement, including the number of years (not to exceed four) over which schools are expected to meet such criteria.

### **Lowest performing 5% of schools:**

To exit comprehensive support and improvement a school identified in the lowest performing 5% of schools must:

- No longer meet the eligibility criteria for comprehensive support and improvement (no longer be in the lowest 5%), and
- Achieve ELA and Math results above the 10<sup>th</sup> percentile within each school category for the all student group, and
- Articulate in writing a plan for sustaining improved student achievement. The
  plan will be submitted to and approved by the State Technical Assistance Team
  (STAT). This plan will articulate measurable goals, aligned strategies, and a
  robust monitoring plan. This sustainability plan must explain how the school
  will maintain a strong rate of growth and change for students while addressing
  how the school intends to ensure sustainability without additional
  improvement funds.

A school may not exit if student outcomes (e.g. proficiency rates) have not improved from the point of identification.

### Schools with graduation rate below 67%:

Schools identified for comprehensive support and improvement by failing to graduate two- thirds of its graduating cohort may exit from comprehensive status if:

- The school's average graduation rate over the previous 3 years exceeds 67%, or
- The school's graduation rate for two consecutive years exceeds 67%.
- b. Exit Criteria for Schools Receiving Additional Targeted Support. Describe the statewide exit criteria, established by the State, for schools receiving additional targeted support under ESEA section 1111(d)(2)(C), including the number of years over which schools are expected to meet such criteria.

Schools identified for additional targeted support will be assigned school

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improvement goals with a three-year timeline for the student group for which the school was identified for additional targeted support. These goals will be aligned with a long-term goal for that student group to reduce the gap to 100% proficiency in each indicator by half over 6 years with 2016 as the baseline year. To exit, a school must:

- No longer meet the eligibility criteria for additional targeted support, and
- Achieve ELA and Math results above the 10<sup>th</sup> percentile within each school category, for all subgroups for which the school was identified for targeted support and improvement.

A school may not exit if student outcomes (e.g. proficiency rates) have not improved from the point of identification.

c. **More Rigorous Interventions**. Describe the more rigorous interventions required for schools identified for comprehensive support and improvement that fail to meet the State's exit criteria within a State-determined number of years consistent with section 1111(d)(3)(A)(i)(I) of the ESEA.

More rigorous interventions in a school failing to meet Idaho's exit criteria after three years will be led by the State Technical Assistance Team (or STAT, see section A(4)(viii)(e) for a complete description), who will facilitate the completion of a Comprehensive and Integrated Field Review (CIFR) that will lead to next steps for the school. Below is a description of the steps the STAT will complete to determine more rigorous interventions.

### **Next steps include:**

- The ISDE conducts a Comprehensive and Integrated Field Review (CIFR) during the fall following the third year of identification (see below for membership and protocol).
- The State Board of Education may direct the use of some of the LEA's continuous improvement funds pursuant to 33-320, Idaho Code for local school board training in school improvement.
- A leadership coach may be assigned to the local school board and LEA leader to inform school improvement at the local level.

### Membership of the Comprehensive and Integrated Field Review Team may include:

- STAT Team; including the superintendent, building administrators and school leadership team
- ISDE representatives as needed
- LEA/school administrators from the region with similar demographics

## **Comprehensive and Integrated Field Review protocol:**

- Observe a stratified sample of faculty including teachers of special populations, using a standard protocol. The protocol will include a subset of the indicators that align with the state's current teacher evaluation system.
- Interview focus groups; which may include teachers, parents, students, and noncertified staff (e.g. food service, custodians and paraprofessional).

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- Interview LEA and school administrators.
- Collect and interpret data.
- Recommend additional school interventions to school, LEA, and state leadership.
- School, LEA, and state leaders agree upon and implement new interventions for the school.
- d. **Resource Allocation Review**. Describe how the State will periodically review resource allocation to support school improvement in each LEA in the State serving a significant number or percentage of schools identified for comprehensive or targeted support and improvement.

Idaho will identify all LEAs with 50% or more of comprehensive and targeted support and improvement schools every year.

For LEAs with 50% or more comprehensive and targeted support and improvement schools the state will annually review ESSA Federal program resource allocations from the LEA to the school through the Consolidated Federal and State Grant Application (CFSGA). Budget and expenditure information, supports and resources, and student performance will be analyzed to determine the effectiveness of those supports.

ISDE has access to a wide variety of resources, including funding, expertise, math and ELA coaches, leadership training, and assessment development. The allocation of these resources will first be applied to those comprehensive and targeted schools, especially the LEAs that have more than 50% of schools identified for comprehensive or targeted support.

e. **Technical Assistance**. Describe the technical assistance the State will provide to each LEA in the State serving a significant number or percentage of schools identified for comprehensive or targeted support and improvement.

Idaho is committed to a robust statewide system of support. Our system of support is designed to pair local issues with local solutions and draws from a variety of resources and programs to build the capacity of schools and LEAs for continuous and sustainable improvement. The statewide system of support is managed and coordinated by the State Technical Assistance Team (STAT). This team is responsible for overseeing all school improvement grants for comprehensive and targeted schools. The STAT works with LEAs to ensure that improvement plans are evidence-based and managed for high performance.

The STAT will provide a network approach to improving instruction and achievement for each school identified as comprehensive support and improvement. The STAT will include members of the Idaho Department of Education, LEA Team, and other specialists as necessary to meet the unique needs of the LEA/District.

As shown in Table 10 below, the statewide System of Support includes strategies and activities that LEAs and schools can select based on need. Schools identified for

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comprehensive support and improvement will likely need to draw on multiple strategies, whereas schools identified for targeted support and improvement may apply focused resources on meeting the needs of identified groups of students.

The STAT will ensure that school improvement plans meet evidence-based requirements under ESSA, and that the state interventions being applied to schools are evaluated to ensure that they are high quality and resulting in improved outcomes for students.

State-led school improvement activities are funded through the state administrative set- aside for 1003(a) funds. Services are provided directly to schools identified for improvement, when requested by the LEA as an optional part of the 1003(a) funding formula.

Table 10: Strategies used in the Idaho statewide System of Support

Strategy	Activity	Provider/program	Funding source
Creating/implement	Diagnostic	Idaho Building Capacity	Title I-A
ing comprehensive	evaluation/needs	Project	
and targeted school	assessment to		School
improvement plans	determine key		Improvement
	challenges and root		funds
	causes		
Creating/implement	Comprehensive	Idaho Building	Title I-A
ing comprehensive	school improvement	Capacity Project	
and targeted school	and leadership		School
improvement plans	coaching		Improvement
			funds
Improving	Training/Mentoring for	ISDE, Idaho School	School
leadership	School Board Members	Boards Association,	Improvement
effectiveness		Idaho Building	funds
		Capacity Project	
Improving	Mentoring and	Idaho Principals	School
leadership	support for	Network	improvement
effectiveness	principals	Idaho Principal	funds
		Mentoring Project	
			Title II-A
	Mentoring and support	Idaho Superintendents	School
	for superintendents	Network, Idaho	Improvement
		Superintendent	Funds
		Mentoring Project	

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Strategy	Activity	Provider/program	Funding source
Aligning curriculum and improving instruction	Professional development and technical assistance in curriculum and standards development and alignment and research-based instructional improvement	ISDE, Content and Curriculum Coaches	State funds
Aligning curriculum and improving instruction	Training on the Idaho Content Standards and technical assistance with how to align curriculum, instruction, and assessment practices	ISDE, Content and Curriculum Coaches	State funds
Aligning curriculum and improving instruction	Educator evaluation training and coaching	ISDE and SBOE Educator Effectiveness Coordinators	Title II-A State funds
Aligning curriculum and improving instruction	Training on Assessment and Data Literacy	ISDE	State funds
Supporting English learners	Technical assistance with EL program design	Idaho English Learner Program	State and federal funds
Supporting English learners	Training on WIDA standards and technical assistance on aligning WIDA standards with Response to Intervention (RTI) practices	Idaho English Learner Program	State and federal funds
Supporting Special Education students	Multi-tiered instructional training and coaching	SESTA team of Special Education  Idaho Center on Disabilities and Human Development	State funds, special education funds

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Strategy	Activity	Provider/program	Funding source
Supporting Special Education students	Training on intensive interventions, assessments and strategies related	SESTA team of Special Education  Idaho Center on Disabilities and Human	Special education funds
	to special education	Development	
Family and community engagement	Technical assistance in the inclusion of families and the community in the school improvement planning and implementation process	ISDE-Family Engagement Coordinator	State funds

The following describes each of these strategies and activities in greater detail:

## **Management of Comprehensive and Targeted School Improvement**

LEAs and schools need guidance and support in conducting needs assessments, prioritizing goals and needs, and developing improvement plans that are actionable and effective. ISDE partners with local and regional organizations to provide this assistance.

Comprehensive needs assessment and action plan: As part of the state's support, all comprehensive support and improvement schools will conduct a comprehensive needs assessment. The needs assessment may include an examination of four key components of each school: climate and culture, student engagement, leadership, and stakeholder perspectives and experiences. Data will be collected and analyzed using key performance and improvement indicators for school quality and learner outcomes. Areas of improvement will include a root-cause analysis to determine appropriate solutions.

Improvement areas will be prioritized, and this information will help guide LEAs in writing their comprehensive support and improvement plans and will help the STAT provide ongoing support assistance. If the LEA would like assistance from ISDE in either conducting the diagnostic evaluation or recommending an external provider, the school improvement coordinator will provide the information and resources.

Action plans from the diagnostic evaluation will address the why, who, what, when, and resource allocation for making improvement changes. A vision for the school will be developed and the school's strategic direction—setting short-term (one year) and long-term (three to five years) goals—will be identified. An important component of the plan will include external stakeholder involvement

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in the development process and during the implementation of the plan. External stakeholders will include, at a minimum, the principal and other school leaders, teachers, and parents. The LEA will address in the plan how it will monitor and oversee the plan's implementation, as well as how the effectiveness of the plan will be evaluated. Title I-A school improvement funds may be used to fund a comprehensive needs assessment if the LEA chooses to use an external provider.

Additionally, grant funds will be available for all Title I schools identified as comprehensive support and improvement for the purpose of implementing system changes, strategies, and interventions as identified in the school's improvement plan based on the results of the comprehensive needs assessment.

STAT Team: The STAT will meet regularly either in person or via web conference. The state school improvement coordinator will develop the agenda and facilitate the meetings. One of the key responsibilities of this group will be to review data to inform strategies for improvement. The purpose of the meeting will be to review progress of schools in CSI-Up and align the statewide System of Support for continuous improvement.

If the a school no longer falls in the category of comprehensive support due to the *significant increase in achievement and/or growth* or it is the conclusion of the STAT that the school's processes and procedures will result in higher levels of student outcomes, ISDE and the LEA will discuss termination of designation and a plan for interim measures of progress, student data, and scaffolded support. The school will be considered exited, but the additional funding allocated for support will no longer be distributed.

Idaho Building Capacity Project: Central to the strategy of providing assistance with the management of school improvement is the Idaho Building Capacity (IBC) Project. The project began in 2008 and is now a cornerstone of ISDE's statewide System of Support and its approach to school improvement. Idaho Capacity Builders are experienced educators who have in-depth knowledge of school improvement processes and demonstrated experience implementing change processes. All schools identified for comprehensive support and improvement may receive support from a Capacity Builder. Capacity Builders coach leaders and leadership teams through the tasks of improvement with ongoing training.

Capacity Builders are provided with a toolkit of evidence-based school improvement resources and, in partnership with school and LEA leaders, help create and implement a customized school improvement plan. The Capacity Builders are managed by regional school improvement coordinators at Boise State University, Idaho State University, and University of Idaho.

#### **Improving Leadership Effectiveness**

The statewide System of Support includes several activities to increase the effectiveness of school leadership. The following activities draw on the strengths and assets of Idaho's educators while providing focused support to leaders of

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schools identified for comprehensive or targeted support and improvement.

Idaho Principals' Network (IPN): The IPN brings school principals together in a professional learning community that is singularly focused on improving outcomes for all students by improving the quality of instruction in all schools. Through the IPN, principals participate in a balance of content, professional conversation, and collegial instructional rounds related directly to instructional leadership, managing change, and improving the overall effectiveness of the instructional core. For schools identified for comprehensive support and improvement, the IPN is recommended and provides coaching and support unique to the leadership needs of each principal. Data collected in July 2017 indicated that IPN participants overwhelmingly indicated satisfaction with the program. Over 95% of participants would either recommend or strongly recommend the program and indicated that the workshops are useful and directly impact their work.

Idaho Superintendents' Network (ISN): The ISN was developed by ISDE in partnership with Boise State University's Center for School Improvement and Policy Studies. The purpose of this project is to support the work of superintendents in improving outcomes for all students. The network is comprised of committed superintendents who work together to developa cohesive and dedicated leadership community focused on teaching and learning.

The ISN is a key resource for superintendents in LEAs with schools that are in comprehensive and targeted designation in order to support and build their capacity in specific aspects of leadership. The ISN is recommended for district superintendents with one or more schools identified for comprehensive support and improvement.

The Idaho Principal Mentoring Project (IPMP): The IPMP is designed for early career principals in Idaho. This project is voluntary and will provide principals in their first or second year multiple levels of support. The program hires highly distinguished principals and/or superintendents trained by the state to mentor school leaders. Principal mentors are assigned to principal mentees based on need and experience. Mentors coach leaders through the tasks of improvement with regular high-performance phone calls. Principal mentors are provided with a toolkit of mentoring resources and work with mentees to create a customized mentoring plan that focuses on developing the skills and dispositions in four critical areas of school level leadership: interpersonal and facilitation skills, teacher observation and feedback, effective school-level practices and classroom-level practices, and using data to improve instruction. Data collected in July 2017 showedthat 100% of IPMP participants indicated satisfaction with the program and that it directly impacts their work.

Idaho Career & Technical Education (CTE) Leadership Institute: Leadership Institute was developed to foster professional development and provide leadership training and opportunities for Idaho professionals in career and technical education. The goal is to train individuals to become local, district, or state-level administrators of career and technical programs. CTE programs in Idaho exist at the middle, secondary, and postsecondary levels, and workforce training exists in noncredit settings such as community colleges and correctional facilities. Each year applicants for Leadership Institute are nominated by a peer, supervisor, or other CTE

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administrator who recognize the leadership potential of the nominee. New selected members are placed into a cohort to join other cohorts in a rolling 27-month professional development journey that includes training on state and national policy, CTE funding and governance, administration of CTE programs and schools, introduction to national CTE professional associations and advocacy, and personal leadership discovery and growth. Professional staff at ICTE lead the cohorts and act as mentors for the Leadership Institute participants throughout their time in the cohort and beyond.

### Aligning Curriculum and Improving Instruction

Professional development and technical assistance from state content specialists: Idaho has a network of local teacher leaders and content specialists who provide high-quality professional development across the state. The Idaho Regional Mathematics Centers are housed within the colleges of education at each of Idaho's four-year institutions of higher education: Boise State University, Lewis Clark State College, Idaho State University and University of Idaho. The staff of each Regional Mathematics Center provides both regional, district and school-specific support in mathematics education. Each center has developed and utilizes a systematic method to gauge regional, district or school needs and readiness in order to provide equal opportunity to services. To ensure a lasting change in Idaho educators' instructional practice, center programs are of sufficient quality, duration and frequency.

The Idaho Content Literacy Coaches are a group of more than 600 teacher leaders who provide professional development on the Idaho Content Standards, along with lessons, units, and assessments aligned to the Idaho Content Standards. For schools identified as in need of comprehensive or targeted support and improvement, regional mathematics and literacy specialists provide job-embedded coaching.

For schools that are implementing mastery education, expertise from the Idaho Mastery Education Network will be a critical resource for implementing this important but challenging shift in how students learn and are assessed. In addition, mastery education may be used as a strategy for school improvement in schools that are not yet implementing mastery education.

Educator effectiveness coordinator: Educator effectiveness is a program that provides LEAs with standards, tools, resources, and support to increase teacher and principal effectiveness and consequently increase student achievement. ISDE's and OSBE's educator effectiveness coordinators integrate educator effectiveness policies and resources within Idaho's statewide system of support. Schools identified for comprehensive or targeted support and improvement may utilize the educator effectiveness program for the following: integrating observation and evaluation into continuous school and LEA improvement; technical assistance and professional development on effective instructional strategies and interventions; and creating school and LEA improvement plans that integrate educator observation and evaluation practices with resources, strategies, assessments, and evaluation procedures that will adequately address the needs of all learners.

### **Supporting English Learner Students**

Schools identified for comprehensive or targeted support and improvement may serve disproportionately high percentages of EL students compared with other

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schools in the state. ISDE is part of the WIDA Consortium and provides the following supports:

Technical assistance with EL program design and implementation: The Idaho English Learner Program assists school districts with federal and state requirements of ELs. Program staff works with LEAs to create, implement, and maintain language development programs that provide equitable learning opportunities for ELs. The Idaho EL and Title III Program also provides support for all Idaho educators of EL students through professional learning opportunities that are intentionally designed based on evidence about student and teacher needs.

Training on WIDA standards and technical assistance on aligning WIDA standards with RTI practices: The Idaho State EL and Title III Program partners with the WIDA consortium to provide training and technical assistance in implementing the WIDA standards and assessments for English language development and in using data to design and manage instruction and support for EL students.

### **Extended Learning Time**

Adjusting the frequency and intensity of interventions can be facilitated by the provision of extended learning time for students and educators. The state encourages LEAs to review school schedules for efficient use of available time and to ensure that available time is effectively used for instruction and academic intervention. LEAs are encouraged to determine how—within existing frameworks and resources—schools can provide interventions and supports beyond scheduled instructional time and how they might use school improvement funds to extend learning time beyond the school day. In particular, schools may leverage school or public libraries in order for students to access additional education resources outside of regular class time during the regular school day. Additionally, LEAs are encouraged to evaluate and determine how extended professional learning time can be made available for educators within schools identified for comprehensive improvement.

### **Family and Community Engagement**

ISDE provides resources to support LEAs and schools in taking an evidence-based approach to involving families and the community in improving student outcomes.

Family and community engagement coordinator: ISDE has built a system to engage parents within the improvement process. The family and community engagement coordinator identifies, plans, and implements methods that would support LEA leaders and their schools in engaging families and the community at large in the discussion of continuous school improvement.

Family engagement tool: Idaho has collaborated with the Academic Development Institute, the parent organization for the Center on Innovation and Improvement, to provide the Family Engagement Tool (FET) as a resource to all Idaho schools. The FET guides school leaders through an assessment of indicators related to family engagement policies and practices. The resulting outcome is a set of recommendations that can be embedded in the school's improvement plan. As described on the FET website (www.families- schools.org/FETindex.htm), the tool provides: a structured process for school teams working to strengthen family

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engagement through the school improvement plan; rubrics for improving LEA and school family engagement policies, the home-school compact, and other policies connected to family engagement; documentation of the school's work for the LEA and state; and a reservoir of family engagement resource for use by the school.

Career & Technical Student Organizations (CTSOs): CTSOs are an integral, cocurricular part of all CTE programs. They provide opportunities for students to learn and practice leadership skills in the classroom, the school, the community, and within their organization. CTSO members perform community service projects. They may also engage with business and industry community leaders during board meetings, fundraising, and CTSO conferences where the community leaders attend to act as judges for competitive events. CTSOs are, in effect, the part of CTE programs that is visible to the community.

Technical Advisory Committees (TACs): TACs support CTE programs by providing input on curriculum and projects, collaborating on and/or securing equipment and other program needs, and supporting the educators and schools where CTE programs are housed, as practical and appropriate. TAC members become involved not only for CTE programs but also the school and the community to advocate for program improvement and student success.

### **Fiscal Management**

Idaho's Public School Finance Department provides technical support to LEAs. Finance department staff also prepares reports about revenues, expenditures, budgets, attendance and enrollment, staffing, and school property taxes with information provided by LEAs. For LEAs seeking support on fiscal management and budgetary issues, the State Assistance Team will help coordinate support from the finance department.

ICTE provides technical assistance and oversight to administrators, managers, and teachers regarding the funding distributed through its office. This funding includes, but is not limited to, CTE added-cost funds, career technical school funds, and Idaho Quality Program Standards (IQPS) grants for secondary programs, postsecondary program funding, and Perkins funding for middle, secondary, and postsecondary programs.

f. Additional Optional Action. If applicable, describe the action the State will take to initiate additional improvement in any LEA with a significant number or percentage of schools that are consistently identified by the State for comprehensive support and improvement and are not meeting exit criteria established by the State or in any LEA with a significant number or percentage of schools implementing targeted support and improvement plans.

Not applicable.

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5. **Disproportionate Rates of Access to Educators** (*ESEA section 1111(g)(1)(B))*: Describe how low-income and minority children enrolled in schools assisted under Title I, Part A are not served at disproportionate rates by ineffective, out-of-field, or inexperienced teachers, and the measures the SEA agency will use to evaluate and publicly report the progress of the State educational agency with respect to such description.<sup>5</sup>

ISDE created a cross-agency workgroup in 2015 to measure the equitable distribution of educators across the state. ISDE works to analyze educator experience, credentials, and need. The data analysis does not point to disparities in terms of the distribution of personnel who are working with low-income or minority students. The data analysis did identify a shortage of personnel and a higher than desired amount of inexperienced teachers across all areas. The findings became part of Idaho's Equity Plan submitted to the

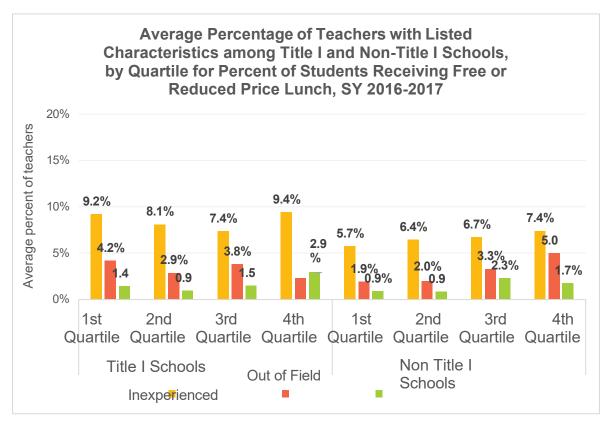
U.S. Department of Education on June 1, 2015, and sparked a statewide effort to study recruitment and retention. ISDE continues to monitor and support LEAs as they continue to deal with the challenge of recruiting and retaining teachers.

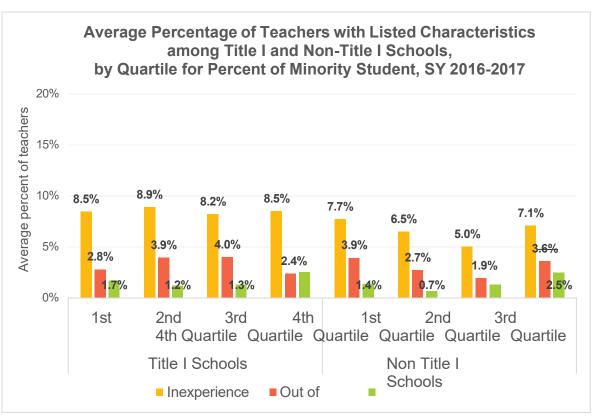
As illustrated in the approved Equity Plan, Idaho has found that there is little to no correlation between student group and educator quality in the state. Idaho is continuing to address a general challenge with teacher recruitment and retention statewide, especially in Idaho's rural and remote school districts. Recruitment and retention of effective educators is a cornerstone focus in both school improvement (using state funds, supplemented by Title I-A school improvement funds) and Effective Educators (Title II-A state activities and set-aside funds). The goal is to support educators at every level of the system.

In addition, the State Board of Education convened an educator pipeline workgroup in 2016, which is working to release recommendations for addressing Idaho's teacher recruitment and retention challenge this year (2017). This workgroup has representation from diverse stakeholder groups, including ISDE, teachers, school administrators, school board members, parents, and the business community.

In 2017, the ISDE ran the data for inexperienced, out-of-field, and unqualified teachers in relation to minority and low-income students in Title I-A and non-Title I-A schools to determine to what extent, if any, there may be gaps. The results of this data for the 2016- 2017 school year are included below. While this updated data shows some disparity in the distribution of teachers, the gaps are small and will be monitored annually.

<sup>5</sup> Consistent with ESEA section 1111(g)(1)(B), this description should not be construed as requiring a State to develop or implement a teacher, principal or other school leader evaluation system.





For the purpose of regularly analyzing the rates at which low-income and minority students are taught by ineffective, out-of-field, and/or inexperienced teachers, the following definitions are used:

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- Ineffective teacher:
  - Majority (50% +1 student) of his/her students have NOT met their measurable student achievement targets (pursuant to 33-1001, Idaho Code), or
  - Has a summative evaluation rating of unsatisfactory.
- Out-of-field teacher: not appropriately certificated or endorsed for the area in which he/she is teaching
- Inexperienced teacher: in his/her first year of practice
- Low-income student: from economically disadvantaged families
- Minority student: identified as a member of a minority race or ethnicity

Note that Idaho's ineffective teacher definition is in alignment with the requirements in the state's salary apportionment law (Career Ladder) found in 33-1001, Idaho Code, for educators to advance on the compensation table. The ineffective teacher definition went into effect July 1, 2017.

Beginning with the 2017-2018 school year, ISDE will annually run data to analyze these rates and to assess whether or not low income and minority students are taught at a higher rate by teachers deemed to be ineffective, out-of-field, or inexperienced. If gaps arise or are identified, the ISDE will provide specific support and assistance to the building, LEA, and/or region where the disparity exists. Each LEA will identify and address any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, out-of-field, or inexperienced teachers. Progress will be evaluated annually, as described in Idaho's Educator Equity Plan.

Progress on rates at which low-income and minority students in schools assisted under Title I, Part A are taught by ineffective, out-of-field, and/or inexperienced teachers will be publicly reported when published annually on the ISDE Report Card.

6. **School Conditions** (*ESEA section 1111(g)(1)(C)*): Describe how the SEA will support LEAs receiving assistance under Title I, Part A to improve school conditions for student learning, including through reducing: (i) incidences of bullying and harassment; (ii) the overuse of discipline practices that remove students from the classroom; and (iii) the use of aversive behavioral interventions that compromise student health and safety.

Existing state supports will be leveraged to increase the impact of Title IV-A funds. After multiple years of stakeholder organizing and working with the Idaho Legislature, a law was passed during the 2015 session that increased the requirements of LEAs to address bullying and harassment including: ongoing professional development for all staff at the school building level, the expectation that all staff intervene when bullying/harassment occurs, the implementation of a graduated series of consequence for policy violators, and annual reporting of bullying incidents to ISDE.

The Idaho Legislature has also appropriated \$4 million ongoing in formula funds to establish safe and drug free schools. These funds can be leveraged to establish optimal conditions for learning, improve school climate, implement special programs, and explore alternatives to suspension and expulsion. To maximize these resources and assist LEAs in

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implementing best practices, ISDE hosts an annual Idaho Prevention and Support Conference. The conference provides professional development that focuses on innovation, best practices, collective problem-solving, and motivation techniques to effectively support historically underserved and at-risk students. Approximately 700 school counselors, teachers, administrators (including charter and alternative), school resource officers, juvenile probation officers, judiciary representatives, school psychologists, and other stakeholders attend every year. Recent conference themes include addressing bullying/harassment and Adverse Childhood Experiences (ACEs). ISDE has focused heavily on ACEs as this research makes a strong case for trauma-informed disciplinary policy and practice.

Additionally, ISDE was awarded a Garrett Lee Smith State/Tribal Youth Suicide Prevention and Early Intervention Grant from the Substance Abuse and Mental Health Services Administration from 2014 through 2016, and again in 2020 through 2025. As part of both grant awards, ISDE Idaho Youth Suicide Prevention Program (IYSPP) assisted LEAs with implementation of Sources of Strength (an upstream, evidence-based youth suicide prevention program) in select schools. This program has demonstrated efficacy not only in preventing suicide but also a wide range of risk behaviors, including bullying and school climate by focusing on developing internal strengths (protective factors) such as resilience, hope, and connectedness.

In addition, IYSPP provides free, statewide suicide prevention gatekeeper training to adults that teaches them how to understand risk factors, recognize warning signs, ask whether a student is thinking about suicide, and how to safely connect that student to help and support. As part of this training, IYSPP provides information about the importance of Trusted Adults, which is also a known protective factor against both suicide and bullying.

ISDE received a separate Substance Abuse and Mental Health Services Administration Project AWARE (Advancing Wellness and Resiliency in Education) five-year grant from 2020 through 2025. This grant allows the Idaho AWARE Project to increase awareness of mental health issues among school-aged youth, provide training for school personnel and other adults who interact with school-aged youth to detect and respond to mental health issues, and connect school-aged youth and their families, who may have behavioral health issues, to needed services. Three participating LEAs use Positive Behavior Interventions and Supports (PBIS) to implement a wide array of evidence-based programs that in part, reduce the overuse of discipline practices that remove students from the classroom and the use of aversive behavioral interventions that compromise student health and safety.

These supports will be used to increase the impact of Title IV-A funds appropriated for LEA and ISDE efforts to address bullying and harassment, the overuse of discipline practices that remove students from the classroom; and the use of aversive behavioral interventions that compromise student health and safety. The strategies in Table 11 below already have a presence and existing supports in Idaho, and ISDE will encourage LEAs to use Title IV-A funds for these purposes if local data merits the need.

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Table 11: Strategies for addressing behavior, discipline, and bullying/harassment

Strategy	Timeline	Funding sources
Idaho Prevention and Support Conference	Spring annually	Title IV-A
<ul> <li>Support LEAs with existing initiatives:</li> <li>Positive Behavior Interventions and Supports (school-wide, systemic approach to improved culture and supports based on data)</li> <li>Restorative justice practices</li> <li>Mentoring programs such as Big Brothers, Big Sisters</li> <li>Alternatives to suspension/expulsion (special programs)</li> <li>Sources of Strength (primary and secondary level)</li> <li>Suicide Prevention Gatekeeper Training</li> <li>Youth Mental Health First Aid</li> <li>Mental Health assessment and referral</li> <li>Crisis response/de-escalation training for school staff</li> <li>School nurse position with student health room</li> <li>Wellness programs (Coordinated School Health)</li> <li>Multi-Tiered Systems of Support</li> <li>Development of risk assessment protocols and policies</li> <li>Parenting programs such as Nurturing Parenting</li> <li>Child sexual abuse prevention initiatives such as Stewards of Children</li> </ul>	Ongoing	Title IV-A

The ISDE will also access—and encourage LEAs to access—the expertise of the regional Equity Assistance Center funded by the U.S. Department of Education to promote greater understanding of equity and to ensure equal access to educational opportunities for all students, regardless of race, ethnicity, gender, or national origin.

7. **School Transitions** (ESEA section 1111(g)(1)(D)): Describe how the State will support LEAs receiving assistance under Title I, Part A in meeting the needs of students at all levels of schooling (particularly students in the middle grades and high school), including how the State will work with such LEAs to provide effective transitions of students to middle grades and high school to decrease the risk of students dropping out.

The ISDE was deliberate in including a wide range of stakeholders in informing this Consolidated State Plan, in particular, the Title IV part A section includes feedback from representatives focused on suicide prevention, foster youth, homeless youth, families living in poverty, children of military families, rights of disabled students, Native American advocacy, neglected youth, migratory families and English learners.

Increasing Opportunities and Outcomes for College and Career: Idaho has a single

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State Board of Education (SBOE) that oversees its entire P–20 education system. This structure promotes consistency and allows for strategic planning across the entire P–20 education continuum, from kindergarten through college or career attainment. The SBOE sets benchmarks for the percentage of Idaho students graduating from high school, attending postsecondary institutions, and completing college and/or being ready to assume careers. Examples of the implementation of these goals include the support for advanced opportunities (with specific goals for the percentages of students completing advanced opportunities), Next Steps Idaho, which provides web-based guidance through the admissions process and funding streams, as well as efforts at the high school level, such as Idaho College Application Week.

Idaho SBOE policies are established to create a seamless transition from middle school to career. Enacted in 2023, each Idaho public middle school student will receive instruction in career exploration. Funds have been made available to every 7-12 grade student to be utilize toward career advancement. — Idaho SBOE has assisted in the alignment of high school graduation requirements to college admission requirements, created an aligned framework (called the GEM framework) for easy transfer of college credits taken in high school, along with alignment of degree programs and transparency through coursetransfer.idaho.gov. The Idaho Workforce Development Council has assisted with the creation and alignment of numerous registered apprenticeships, availability of career pathways and licensures and the support of funding to post-high school goals through the Idaho Launch program. Additionally, the SBOE adopted a statewide definition of college and career readiness, which was operationalized with college and career readiness standards for high school students that are now in place. All of which would not be possible without the collaboration and continued professional development of staff with a coordinated and on-going effort of providing webinars, conferences and in-person visits.

**Transition to School:** Idaho does not currently offer state-sponsored prekindergarten, although some LEAs use their Title I and local funds to support this effort. Transitions from prekindergarten to kindergarten are clearly articulated in the State Special Education Manual for students with disabilities. This guidance also addresses student progress through the grade continuum.

Idaho assesses all K–3 students on foundational literacy skills at least twice per year. Any student who is identified as "at risk" must receive a minimum of 30 hours (if slightly below grade level) or 60 hours (if below grade level) of additional intervention. The intervention must meet the evidence-based standard, and LEAs must write plans and identify progress annually to the state. During the 2016 session of the Idaho Legislature, funding for the intervention was increased from approximately \$2 million to \$9.3 million. During the 2017 legislative session, funding was increased again to \$11.4 million.

**Middle Level**: Idaho recognizes that decisions about college and career are often made prior to high school. To this end, the Middle-Level Credit System was instituted in May 2007 with the purpose of improving rigor, relevance, and relationships in the middle grades; identifying pockets of success throughout Idaho to develop best practices for all middle schools; and ensuring every Idaho student is prepared to be successful in high school and beyond. The Middle-Level Credit System focuses on five key areas: student

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accountability, middle-level curriculum, academic intervention, leadership among staff at the middle level, and student transitions between the middle and high school grades. This system provides the flexibility for LEAs to meet the unique needs of their students while maintaining quality.

By 8<sup>th</sup> grade, students are required to complete a career pathway plan and receive instruction in career exploration by teachers, who have received professional development in career exploration. The state has developed a career information system for middle school and high school students that enables a student to learn about the skills and dispositions required in a wide range of jobs and professional fields.

**High School**: ISDE supervises K–12 education and has identified priorities that are aligned with the vision of the SBOE. The first goal of ISDE's plan is ensure that all Idaho students persevere in life and are ready for college and careers. Every high school student is required to take a set of required courses, and every junior has the opportunity to take a nationally recognized college admission assessment, currently the Scholastic Aptitude Test, which is paid for by the state.

Each student is eligible for \$4,125.00 to use beginning in 7<sup>th</sup> grade. Idaho's dual credit participation has increased dramatically in recent years, with more students entering a two- or four-year university with transferable credits toward major or general education requirements. Over 55% of juniors and seniors utilize Advanced Opportunities, with nearly 5,500 career technical education (CTE) licensures/exams and over 259,000 college credits (both CTE and Academic) paid for by the State of Idaho in 2023.

Career Technical School (CTS): Idaho has highly invested in career technical education (CTE). In the 2023-24 school year, Idaho created a Career Ready Student program that has provided \$45 million for career technical facilities improvements in public schools, in addition to funding provided by Idaho's Division of Career Technical Education (ICTE) and school discretionary funds. Idaho provides flexibility in local education agency design and creation and thus has schools designed to provide high-end, state-of-the-art technical programs, meet high school graduation requirements, and provide field experience and opportunities for students across many traditional public schools. Career Technical Schools provide postsecondary alignment for all of their programs, giving students the opportunity to earn technical competency credits (credits granted upon matriculation to a post-secondary institution), be acknowledged with a Workforce Readiness Diploma and recognized credentials through Idaho's Skill Stack badging system.

Alternative Schools: Idaho's alternative schools help students find success through a personalized approach. The supports and flexibility provided to alternative schools emphasize the specific needs of at-risk students. The alternative schools work with students in grades 6-12 transitioning from elementary to middle/junior high and middle/junior high to high school to help them be successful at the next level.

Students enrolled in alternative schools in Idaho receive additional support not always found in traditional secondary schools. This may include assigning fewer classes per day and tailoring instruction to students' individual needs. Students are provided the

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opportunity to attend summer school to make up credits or to get a head start on the coming school year. In addition to the academic requirements, alternative schools are required to provide services based on student needs, including daycare centers for students who are parents and direct social services such as social workers and specialized counselors and psychologists.

ISDE provides specific support for alternative schools, in addition to traditional secondary schools. In order to provide specialized instruction and additional supports, alternative schools are provided more funding per student than a traditional secondary school. Alternative schools are also reimbursed for the cost of providing summer school. Alternative schools are invited to participate in the Idaho Prevention and Support Conference and are encouraged to participate in a strand of workshops specifically focused on alternative school best practices and needs. They have also been specifically targeted to participate in programs that provide innovative instructional practices, such as the Idaho Mastery Education Network.

**English Learners**: ISDE supports the efforts of LEAs to help English learner students (ELs) gain English proficiency while simultaneously meeting challenging state academic content and student academic achievement standards. The Idaho English Learner Program assists LEAs with federal and state requirements related to ELs. The program helps LEAs create, implement, and maintain language development programs that provide equal learning opportunities for ELs. The goal is to develop curricula and teaching strategies that embrace each learner's unique identity to help break down barriers that prevent ELs from succeeding in school.

The Idaho State EL and Title III Program provides support for all Idaho educators of ELs through professional learning opportunities that are intentionally designed based on the timely needs of EL educators. We recognize that as the number of ELs grows, all educators must be mutually responsible for the language development and academic success of ELs and, therefore, all teachers are language teachers. Partnerships with Idaho's institutes of higher education are essential for incorporating components of EL education into preservice teacher education in an effort to prepare teachers with appropriate instructional strategies for the ELs in their classrooms.

Students with Disabilities: The ISDE Special Education Department works collaboratively with LEAs, agencies, and parents to ensure students with disabilities receive quality, meaningful, and needed services. The department has program coordinators for dispute resolution, funding, program monitoring, results-driven accountability, special populations, secondary transition, and data management. The department also works collaboratively with the Special Education Support and Technical Assistance (SESTA) project through Boise State University. SESTA provides statewide professional development, training, and support to LEA leaders, teachers, and paraprofessionals who support students with disabilities.

### **Student College and Career Supports:**

The state recognizes the need for additional supports in aligning preschool to career as well as providing equitable opportunities for students who may be disadvantaged by their location. As such Idaho maintains a comprehensive statewide college and career

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exploration tool, teacher education resource and communication platform called Next Steps Idaho. In addition, Idaho schools are supported with content and course instruction through Idaho's Digital Learning Academy.

The State Board of Education has set a goal that 60% of Idahoans ages 25-34 will have some sort postsecondary degree or certificate. While there is much work to be done to meet or exceed this goal, the state is committed to providing high quality educational opportunities and outcomes for all Idahoans.

### B. Title I, Part C: Education of Migratory Children

1. **Supporting Needs of Migratory Children** (ESEA section 1304(b)(1)): Describe how, in planning, implementing, and evaluating programs and projects assisted under Title I, Part C, the State and its local operating agencies will ensure that the unique educational needs of migratory children, including preschool migratory children and migratory children who have dropped out of school, are identified and addressed through:

#### **Planning**

State Comprehensive Needs Assessment Process: As part of the continuous improvement cycle, Idaho completed a new Comprehensive Needs Assessment (CNA) spring 2016, based on the Office of Migrant Education Comprehensive Needs Assessment Toolkit. This process included stakeholders, appropriate ISDE and LEA staff, and parents. Results of the needs assessment surveys for staff, parents, and secondary students provided a snapshot of perceived needs from the stakeholders most directly involved in the education of migrant children and from the children themselves. Intensive analysis of student performance data also informed the process. Finally, Parent Advisory Council (PAC) feedback throughout the process provided ongoing parent insight into student and family needs, especially those of preschool students and out-of-school youth. The CNA is the foundation of the Service Delivery Plan (SDP) and its measurable program outcomes and objectives. Idaho will complete this process every three years starting in 2016 or more often if there is a dramatic shift in migratory populations.

LEA Comprehensive Needs Assessment Process and Toolkit: ISDE provides tools to the LEAs for performing local needs assessments. The Idaho needs assessment surveys, suggestions for conducting a local CNA, and strategies for collecting and reporting needs data are found in the Idaho LEA Migrant Education Program (MEP) Comprehensive Needs Assessment Toolkit. The toolkit can be found on the Migrant webpage under Resource File in Migrant Services

https://sde.idaho.gov/federalprograms/migrant/index.html. LEAs are provided with technical assistance in performing the CNA process and are monitored to ensure that local needs assessments are taking place.

State Service Delivery Plan: Idaho completed a new Service Delivery Plan (SDP) in the spring of 2017 based on concerns raised in the Comprehensive Needs Assessment that included migrant stakeholders. All migrant funded LEAs have received new Measurable Program Objectives (MPOs) and have provided assurances to the Idaho MEP through the consolidated grant application process that they will work to implement the strategies and evaluate the results as measured by the MPOs. Data is collected at the end of the performance period from every project LEA, showing their self-evaluation of their progress at meeting the MPOs. The Idaho MEP will aggregate this data to evaluate the progress of the Idaho MEP at serving the unique needs of migrant students. Every three years, Idaho will update the Service Delivery Plan in the year following the Comprehensive Needs Assessment.

#### **Implementation**

The State Department of Education implements the Service Delivery Plan through the Consolidated Federal and State Grant Application completed by LEAs each year, which includes the MPOs from the

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state Service Delivery Plan. In Idaho, one-third of LEAs have small migrant programs and receive minimal funding, therefore MPOs that are more appropriate to larger programs are optional for smaller programs. LEAs select which of the optional MPOs they will implement for the coming year. Required MPOs are pre-selected for all LEAs. LEAs then briefly describe their plan for implementing each MPO selected in the grant application.

#### **Evaluation**

Idaho has a Migrant Student Information System (MSIS), created by in-house developers. In this system, each LEA reports whether or not it has achieved the selected MPO from the submitted consolidated plan. They also report supporting information for each MPO. LEAs are required to submit this information in the fall so services delivered in the summer may be included. ISDE uses this data to evaluate the overall program success at meeting MPOs and for analyzing the Service Delivery Plan and data collection methods for needed revisions.

In addition, Idaho has a six-year cycle of monitoring that includes a site visit, interviews with parents, secondary students, teachers, the family liaison, administrators, the local migrant director, other migrant staff, and business manager. Monitoring occurs as a consolidated process with all federal programs represented. The Migrant Program also conducts informal monitoring of migrant summer school programs through site visits. The full range of services that are available for migratory children from appropriate local, State, and Federal educational programs;

It is critical that migratory students in Idaho have equal access to all appropriate local State, and Federal programs in addition to supplemental MEP services designed to meet the Measurable Program Outcomes (MPOs) identified in the Service Delivery Plan (SDP).

In order to ensure that this takes place, the Idaho MEP has a two-pronged approach. First, ISDE MEP staff has provided, and continues to provide, intensive training and technical assistance to LEAs to ensure that they do not use migrant funds to provide services to migratory students that they would normally be eligible to receive, regardless of migrant status (supplanting). By ensuring that LEAs understand that migrant funds must be used after other programs provide services, we ensure that migratory students receive every service that they are entitled to under other programs, in addition to migrant services.

Second, collaboration by migrant and other program staff at both a state and local level is a clear expectation shared with local migrant directors in training and is part of the ISDE monitoring process. State monitoring includes an indicator that requires proof that LEA migrant staff collaborate with other local, State and Federal educational programs, including Title I-A, III-A, McKinney-Vento and others. Indeed, many Idaho LEA migrant programs are small enough that the family liaison is the only migrant staff person. He or she often provides services through advocacy (support services) both within the school and in the community, ensuring that the children receive the services they need from school, health and other social services in the community (referred services). This collaboration ensures that migratory students' needs are addressed in schools by multiple programs.

#### **Preschool Children**

Services provided to preschool-aged students are included in two MPOs in the category of School Readiness. Since Idaho does not have state-funded preschool, LEAs generally do not serve these students through local, State and other Federal

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programs. In Idaho, Migrant funds may be used to pay fees for <u>migratory</u> students to attend developmental preschool programs as peer models, who would not otherwise be able to attend. Some LEAs with larger migrant populations provide preschool as a site-based migrant preschool. Other LEAs offer programs including home visits with materials and training provided to parents. Many LEAs offer preschool services through summer programming.

### Out of School Youth (OSY)

Idaho uses materials developed by the Office of Migrant Education's Consortium Incentive Grant (CIG) "Solutions for Out of School Youth" (SOSY), including the OSY Profile adapted for Idaho. LEAs fill out this profile gathering data on the needs of the out of school youth and dropouts and provide referrals to other agencies, such as the High School Equivalency Program (HEP), agencies that can provide training opportunities, and social and health services to these youth. These profiles are submitted to the ISDE. In addition, the state provides MP3 players with intensive English curriculum for LEAs to use with out of school youth and dropouts who need help with learning English.

### **Drop-outs**

Services provided to secondary migratory students are focused on keeping students in school until they graduate. graduate. Our approach is to provide services and activities to keep students on track for graduation. For all migratory secondary students, including those who are at-risk for dropping out, we implement the services and activities mentioned above for out of school youth. In addition, many Migrant-funded districts employee Migrant graduation specialists to prevent students from dropping out of school. They also connect students with local and state funded credit accrual and credit recovery opportunities. If a Migrant funded district does not have a migrant graduation specialist, the Migrant Family Liaison either provides the service or coordinates with the districts' counseling staff to ensure migrant students receive the necessary supports for academic success. The Migrant Family Liaison ensures parents are kept informed of their child's progress. Lastly, Idaho's State MEP hosts a Migrant Student Leadership Institute for migratory high school students every Summer. Migratory students who are considered at-risk of dropping out are encouraged to apply for the Institute. The Institute is housed at an Idaho university, in collaboration with the local College Assistance Migrant Program (CAMP). The institute focuses on college, career, and leadership skills.

If our efforts to keep students in school are unsuccessful, district migrant personnel attempt to contact the student to identify reasons for dropping out. Each situation is unique, thus assistance and support will vary with each student. At times, migrant staff are able to help students re-enroll in school. Other times, staff are able to help students by referring them to High School Equivalency (HEP) programs or other local GED programs, referrals to vocational training, and other health and social services if applicable.

 Joint planning among local, State, and Federal educational programs serving migratory children, including language instruction educational programs under Title III, Part A;

The SEA collaborates across all Federal Programs. The Idaho Migrant Education

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Program (MEP) has an Advisory Committee of Practitioners with rotating members of State and LEA federal programs staff, family liaisons, K-12 teachers, migrant preschool teachers, parents, and representatives from other agencies who work with migrant families, including the High School Equivalency program (HEP), College Assistance Migrant Program (CAMP) and Migrant Seasonal Head Start (MSHS). Other possible members include representatives from the Idaho Commission on Hispanic Affairs, Institutes of Higher Education, and the State Board of Education. This collaborative group will address concerns and provide advice to continue program development.

LEAs are trained to coordinate Title I-C with Title III in parent outreach, parent advisory councils (PACs), and afterschool programming. For example, LEAs are trained to include migrant program staff in planning and implementing of non-migrant programs to ensure that migrant students are a priority and that those programs meet migrant students' needs. Since many migrant families also use a language other than English in the home and have children who are designated as English learners, these families provide planning, implementing and evaluative feedback to LEAs for both programs.

ii. The integration of services available under Title I, Part C with services provided by those other programs; and

After identifying the needs of migratory students, migrant staff also assess the availability of non-migrant programming to meet those needs and use migrant funds to provide supplemental programs that meet unmet needs. For example, Idaho does not provide state-funded preschool, so migrant LEAs have implemented a variety of preschool programs, including summer programs, to meet the school readiness needs of our migratory children. In cases where other programs offer services, the migrant programs in LEAs support migrant families by enhancing home school communication and by advocating for migrant students and families to participate in all other programs.

Collaboration between MEP staff, Federal Programs staff, Special Education staff, and general education teachers in LEAs is a program monitoring indicator for the Migrant Program.

iii. Measurable program objectives and outcomes.

This section outlines how Idaho's Measurable Program Outcomes (MPOs) will produce statewide results through specific educational or educationally-related services. The MPOs will allow the Migrant Education Program (MEP) to determine whether, and to what degree, the program has met the unique educational needs of migratory children and youth as identified through the Comprehensive Needs Assessment (CNA). It should be noted that some MPOs are required of all project LEAs, while others are optional. This determination is made by the ISDE staff in order to accommodate funded LEAs that serve very few students by providing non-instructional support and referred services. Complete and updated MPOs and strategies can be found on the Idaho MEP website at https://sde.idaho.gov/federal-programs/migrant/index.html.

## **School Readiness for Children Ages 3-5**

MPOs for school readiness support strategies for training parents in supporting their children's pre-literacy and pre-numeracy skills and for providing direct preschool services through regular and summer programs for preschool children.

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
1.1) By the end of program year 2017-2018, 80% of migrant parents attending parent involvement activities will report on a pre/post survey that they have an increased ability to support school readiness activities in the home.	1.1) Provide migrant parents with ideas, activities, and materials for use at home with their children to promote first language development and school readiness through site-based or home- based family literacy opportunities (e.g., language acquisition, packets with school supplies, books, and activities).	Required
1.2) By the end of program year 2017-2018, 90% of students attending at least 40 hours of migrant preschool will show a gain on a pre/post-test of school readiness skills.	1.2) Provide migrant funded site- based preschool services to migrant children ages 3- 5 (e.g., during the regular school day, as an evening program, or as part of a summer school program).	Optional
1.3) By the end of program year 2017-2018, 30% of all identified migrant-eligible preschool-aged children will be served.	1.3) Participate in the activities of the Preschool Initiative Consortium Incentive Grants (CIG) and share materials, strategies, and resources with migrant families.	Optional

## **English Language Arts/Mathematics**

MPOs for English Language Arts and Mathematics focus on training parents to support their children academically in the home, in providing direct instructional services during the regular school year, and in summer programs.

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**English Language Arts** 

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
2.1) By the end of program year 2017-2018, 80% of migrant K-2 students will receive resources to promote early literacy as measured by resource distribution logs.	2.1) Provide resources through migrant funds to promote early literacy (e.g., extended day kindergarten, backpacks and school supplies, family literacy nights and opportunities, individual libraries, migrant summer school expeditionary opportunities, tutoring, after school programs).,	Optional
2.2a) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will show gains of at least 20% or grade level proficiency on a pre/post assessment of grade-level ELA skills for students in grades 3-12.  2.2b) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will earn at least one secondary English credit for students in grades 7-12.	2.2 Use qualified staff to provide supplemental ELA extended school services aligned with state standards and proficiencies (e.g., summer school for ELA, IDLA-advancement, Plato, dual enrollment, community colleges, academies offered by Institutes of Higher Education (IHEs), Portable Assisted Study Sequence (PASS), after school tutoring, home-based instruction).	Optional
2.3) By the end of program year 2017-2018, 80% of teachers participating in migrant-sponsored ELA professional development will report on a survey that they successfully applied the research-based instructional strategies on supplemental literacy instruction.	2.3) Provide opportunities for migrant staff to attend LEA, regional, state, and/or national level ELA professional development (e.g., migrant funds are used to send staff to PD events).	Optional

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**English Language Arts continued** 

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
2.4) By the end of program year 2017-2018, 80% of migrant parents attending parent involvement activities (one-on-one or in groups) will report on a pre/post survey that the resources they received have increased their ability to provide ELA academic support at home.	2.4) Provide ongoing (year-round) access and training on specific resources (e.g., school supplies, educational materials, books and multicultural literature) needed by migrant parents and students.	Required

## Mathematics

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
3.1) By the end of program year 2017-2018, 80% of migrant K-2 students will receive resources to promote early numeracy as measured by resource distribution logs.	3.1) Provide resources through migrant funds to promote early numeracy (e.g., extended day kindergarten, backpacks and school supplies, family math nights and opportunities, mathematics manipulatives, migrant summer school, expeditionary opportunities, tutoring, after school programs).	Optional
3.2a) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will show gains of at least 20% or grade level proficiency on a pre/post assessment of grade-level math skills for students in grades 3-12.	3.2) Use qualified staff to provide supplemental math extended school services aligned with state standards and proficiencies (e.g., summer school for math, IDLA-advancement, Plato, dual enrollment, community colleges, Idaho National Lab, math camps, academies offered by IHEs).	Optional
3.2a) By the end of program year 2017-2018, 80% of migrant students who participate in an extended school service taught by qualified migrant staff will earn at least one secondary math credit for students in grades 7-12.		Optional

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Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
3.3) By the end of program year 2017-2018, 80% of migrant staff participating in migrant-sponsored math professional development will report on a survey that they successfully applied the research-based instructional strategies during supplemental math instruction.	3.3) Provide opportunities for migrant staff to attend LEA, regional, state, or national level math professional development (e.g., migrant funds are used to send staff to PD events).	Optional
3.4) By the end of program year 2017-2018, 80% of migrant parents attending parent involvement activities will report on a pre/post survey that they have an increased ability to support math education at home.	3.4.a) Identify organizations, experts, and resources to provide family math engagement opportunities and share information with parents (e.g., Parent Math Night, manipulatives, guest speakers, community and job outings focused on math in their world).	Required
	3.4.b) Provide opportunities for migrant parents to attend local, regional, state, and national math family engagement events and activities.	

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High School Graduation and Services to Out of School Youth (OSY)

The MPOs for High School Graduation and OSY focus on strategies for mentoring secondary students, tracking student progress towards graduation, improving parent-school communication, and other services to support college/career readiness.

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
4.1) By the end of 2019-2020 program year, the migrants' graduation rate will increase by 3%.	4.1a) Develop and implement a student monitoring system to follow migrant secondary students' progress toward grade promotion and graduation.	Optional
	4.1b) Implement an individual plan for any migrant secondary student, who is at-risk for dropping out as demonstrated by lost credits.	
	4.1c) Provide a secondary migrant graduation specialist or other migrant staff to support migrant students towards grade promotion and graduation for 7 <sup>th</sup> – 12 <sup>th</sup> grades.	
4.2) By the end of the program year 2017-2018, the percentage of secondary migrant students receiving an instructional and/or support service will increase by 20% (or 80% served overall if already serving most of their students).	4.2.a) Provide instructional services during the school day, before or after school, or during summer school for credit accrual for secondary migrant students (e.g., tutoring, study skills elective classes, PASS, credit recovery classes, internships).	Required
	4.2.b) Provide support services (e.g., supplemental supplies and fees, advocacy etc.).	

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Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
4.3) By the end of program year 2017-2018, 80% of migrant students or parents participating, will report on a pre/post survey that the information gained was useful in promoting the goal of high school graduation and/or college and career readiness.	4.4) Provide parents and students with information and supportive events related to high school graduation and/or college and career readiness at a minimum of twice per year (e.g., Migrant Summer Leadership Institute, college visits, presentations at Parent Advisory Committee (PAC) meetings, College Assistance Migrant Program (CAMP) collaborations, leadership institutes, career fairs/speakers, Career Information System (CIS) software training).	Required
4.4) By the end of the program year 2019-2020, 90% of migrant dropouts who can be located will receive educational, support, or referral services.	4.4a) Make every effort to contact every student who has not enrolled in school as expected (e.g. multiple attempts using all available resources, such as school records, MSIX Missed Enrollment Report, MSIS Discrepancy Report, etc.).	Required
	4.4b) For any student who has dropped out of school in grades 7-12, conduct an exit interview with the student and the parents to determine and alleviate barriers to re-enrollment.	
	4.4c) Providing educational counseling support services to provide students with multiple options for continuing their education (e.g. alternative schools, online opportunities, GED programs, job-training programs).	

## **Non-instructional Support Services**

The MPOs for Non-instructional Supports focus training non-MEP school staff, supports for increased school engagement and access to health and other social services.

Measurable Program Outcomes (MPOs)	Key Strategies	LEA Options
5.1) By the end of program year 2017-2018, 80% of migrant staff participating will report an increase in student engagement based on staff surveys.	5.1) Provide professional development (PD) on migratory lifestyle and unique needs of migrant students (e.g., program and cultural awareness presentation, field or home visits for teachers and administrators, training on mobility  /academic/social gaps).	Required
5.2) By the end of program year 2017-2018, 80% of migrant parents participating will report an increase in student engagement based on parent surveys.	5.2) Provide workshops, meetings, and resources to parents and the community on ways to support and involve migrant students (e.g., extracurricular activities, parenting classes, parent literacy workshops, instructional home visits).	Required
5.3) By the end of program year 2017-2018, at least two local partnerships and/or agreements among the school LEA and community healthcare providers and public health agencies will be established to provide health services to migrant families.	5.3) Establish partnerships and/or agreements among the school LEA and community healthcare providers (such as Lions Club and the regional health district) and public health agencies to provide health services to migrant families, such as Memoranda of Understanding.	Required
5.4) By the end of program year 2017-2018, 80% of migrant parents participating in parent involvement activities will report on a pre/post survey that they have an increased understanding of how to access community health services.	5.4) Provide information on, and referrals to, individualized health advocacy services to benefit migrant families needing health services (e.g., glasses, dental, immunizations).	Required

2. **Promote Coordination of Services** (*ESEA section 1304(b)(3)*): Describe how the State will use Title I, Part C funds received under this part to promote interstate and intrastate coordination of services for migratory children, including how the State will provide

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for educational continuity through the timely transfer of pertinent school records, including information on health, when children move from one school to another, whether or not such move occurs during the regular school year.

Idaho ensures that accurate and complete records are being uploaded to MSIX in order to give liaisons access to up-to-date information on students' academic risk and progress. Further, training has been provided and will continue to be provided in using MSIX information to better serve migratory students. LEAs also receive training in accessing data from Idaho's Migrant Student Information System (MSIS), which provides extensive information on Idaho migrant students, facilitating intrastate transfer of records.

**Table 12: Migrant Student Information Exchange agreements** 

Intrastate Coordination and Records	Interstate Coordination and Records
Transfer	Transfer
<ul> <li>Idaho's MSIS includes individual immunization records with dates and health alerts</li> <li>MSIS includes historical information on movement history, enrollment, course history, and Idaho assessments. MSIX Consolidated Records includes course history</li> </ul>	<ul> <li>MSIX Consolidated Records report for assessments, course history, and move history assist LEAs in accurately placing students in courses.</li> <li>MSIX for Move Notifications to other states and LEAs.</li> <li>MSIX for Data Requests</li> <li>MSIX Worklists for mergers, splits and regular reconciliation to ensure accurate data for all students in MSIX.</li> </ul>

As part of its consolidated plan, each LEA must attest that the LEA "will use MSIX to send Move Notices within 48 hours of being notified that the student is leaving" and "will respond to MSIX Data Requests within 48 hours of receipt".

In the event that an MSIX Data Request is received at a time of year when the family liaison and regional ID&R coordinator are not available (school breaks), the request will escalate to the Idaho MEP and data will be provided directly to the requestor by state migrant staff.

Idaho's MEP promotes intrastate and interstate coordination by participating in the following:

- ISDE collaborates with the Community Council of Idaho, Idaho's Migrant Seasonal Head Start provider to create a Memorandum of Understanding completed by LEAs with the local Head Start every two years to promote recruiting and services provided to preschool students.
- ISDE MEP staff and many LEA staff participate in the National Association of State Directors of Migrant Education (NASDME) conference annually.
- ISDE is a member of the Interstate Migrant Education Council (IMEC).
- ISDE MEP Director and staff attend Migrant Annual Director's Meeting (ADM) to

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learn and collaborate with Office of Migrant Education (OME) and other State MEP Directors.

- The state provides statewide Parent Advisory Council (PAC) meetings six times per year in the fall and spring in three locations across the state.
- Idaho's MEP director is part of the MSIX State User Group for Analysis and Recommendations (SUGAR), a national committee providing feedback to MSIX developers and Office of Migrant Education Staff.
- The Idaho MEP provides training/collaboration meetings to migrant directors.
- The state participates in the Bi-National program and contracts with an experienced person to administer the program. LEAs use the Mexican Transfer Document to ensure that students leaving the United States to Mexico will be able to register their students in school.
- Idaho participates in an Office of Migrant Education Consortium Incentive Grant (CIG) during each three year cycle.
- 3. **Use of Funds** (ESEA section 1304(b)(4)): Describe the State's priorities for the use of Title I, Part C funds, and how such priorities relate to the State's assessment of needs for services in the State.

Title I, Part C Funds are used to implement the strategies identified in our Service Delivery Plan to meet the Measurable Performance Outcomes. Funding is also used to support parent advisory councils and other parent involvement activities at both the state and local level. Finally, funds are used for statewide efforts in identification and recruitment of migrant children and youth.

The State's Comprehensive Needs Assessment completed in 2016-2017 defines concerns and proposed solutions. The Service Delivery Plan responded to the concerns and incorporated proposed solutions to create appropriate strategies and Measurable Performance Outcomes.

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- C. Title I, Part D: Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-Risk
  - 1. Transitions Between Correctional Facilities and Local Programs (ESEA section 1414(a)(1)(B)): Provide a plan for assisting in the transition of children and youth between correctional facilities and locally operated programs.

Transitional services to support students transitioning from the LEA to the correctional facility enables students to continue their education. Transitional services to support the transition of students from correctional facilities to LEAs ensure a planned and smooth transition for students returning to school.

Participating schools coordinate with facilities working with delinquent children and youth to ensure that each student is participating in an education program comparable to the one operating in the student's school. Schools make every effort to ensure the correctional facility working with students are aware of a student's existing individualized education program.

Procedures based on the needs of the student, including the transfer of credits that such student earns during placement; and opportunities for such students to participate in credit-bearing coursework while in secondary school, postsecondary education, or career and technical education programming for each of the two types of programs Title I-D Subpart 1 and 2 are outlined below. The state will place a priority for such children to attain a regular high school diploma, to the extent feasible. The ISDE has established the following procedures to ensure the timely re-enrollment of each student who has been placed in the juvenile justice system in secondary school or in a re-entry program.

Idaho has two state agency programs under Title I, Part D Subpart 1:. The Idaho Adult Correctional Program and the Idaho Juvenile Correctional Program. Both programs are required to identify through Idaho's annual Title I-D Subpart 1 application the transition activities that take place at their respective programs and meet the 15 to 30 percent reservation of funds for re-entry or transition services as required by law. Additionally, both programs are required to provide a detailed explanation on how the facility will coordinate with counselors, school districts, and/or postsecondary educational institutions or vocational/technical training programs in assisting students' transition.

Under Title I, Part D Subpart 2 Idaho has 16 local programs, serving either neglected or delinquent students. Subpart 2 programs are required to provide transitional services (although no specific funding percentage is required by law) to assist students inreturning to locally operated schools and to promote positive academic and vocational outcomes for youth who are neglected and/or delinquent. These Subpart 2 programs are also required to annually identify their transition services through the annual application for Subpart 2 funding.

Upon a student's entry into the Neglected, Delinquent or At-Risk facility, the staff will work with the youth's family members and the local educational agency that most

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recently provided services to the student (if applicable). This process will include ensuring that the relevant and appropriate academic records and plans regarding the continuation of educational services for the child or youth are shared jointly between the facility and LEA to facilitate the transition of such children and youth between the LEA and the correctional facility. The facility will consult with the LEA (for a period jointly determined necessary by the facility and LEA) upon the student's discharge from that facility, coordination of educational services to minimize disruption to the child's or youth's achievement.

A. **Program Objectives and Outcomes** (ESEA section 1414(a)(2)(A)): Describe the program objectives and outcomes established by the State that will be used to assess the effectiveness of the Title I, Part D program in improving the academic, career, and technical skills of children in the program.

**Objective 1**: Title I, Part D programs will provide for individualization of instructional experience beginning with an intake process that includes the identification of each student's academic strengths and weaknesses in reading and math. Outcome: Each Title I, Part D program will provide educational services for children and youth who are neglected or delinquent to ensure that they have the opportunity to meet challenging State academic content and achievement standards.

**Objective 2**: Title I, Part D programs will ensure that all neglected and delinquent students accrue school credits that meet state requirements for grade promotion and secondary school graduation. Outcome: Each Title I, Part D program will administer pre and post-tests for each student using a standards-based test to determine academic growth during the student's placement in the academic program.

**Objective 3**: Title I, Part D programs will ensure that all neglected and delinquent students have the opportunity to transition to a regular community school or other education program operated by an LEA, complete secondary school (or secondary school equivalency requirements), and/or obtain employment after leaving the facility. Outcome: Title I, Part D programs will annually report on the types of transitional services and the number of students that have transitioned from the facilities to the regular community schools or other education programs, completed secondary school (or secondary school equivalency requirements), and/or obtained employment after leaving the facility.

**Objective 4**: Title I, Part D programs will ensure (when applicable) that neglected and delinquent students have the opportunity to participate in postsecondary education and job training programs. Outcome: Title I, Part D programs will annually report on the number of neglected and delinquent students who were given the opportunity to participate in postsecondary education and job training programs.

## D. Title II, Part A: Supporting Effective Instruction

Use of Funds (ESEA section 2101(d)(2)(A) and (D)): Describe how the State
educational agency will use Title II, Part A funds received under Title II, Part A for
State-level activities described in section 2101(c), including how the activities are
expected to improve student achievement.

#### **State Level Activities – Administrators and Libraries**

Idaho Principal Mentoring Project: According to the 2012 Rand Corporation (Burkauser, et. al, 2012) study on first year principals, "improving the principal placement process to ensure that individuals are truly ready for and supported in their new roles could have important implications for student achievement—particularly in low-performing schools." The Idaho Principal Mentoring Project seeks to provide this support with the ultimate goal of principal retention and increased student achievement.

Title II-A funds are used to implement the Idaho Principal Mentoring Project, which was a new program in 2016-2017 and designed for early career principals. See section A(4)(viii)(e) of the plan for a complete description of the IPMP. The project provides another level of support to those entering a leadership position. While participation has been voluntary, new principals serving in schools identified for comprehensive support and improvement are encouraged to take advantage of the program.

Whereas the Idaho Building Capacity (IBC) project (see section A(4)(viii)(e) of this plan) is designed to build local capacity at a systems level, IPMP is designed to provide one-on-one mentoring to new leaders. The mentors are highly distinguished principals or superintendents, selected and trained by the state to mentor new school leaders. A needs assessment administered to mentees and principal mentors determines the assignment of principal mentors to mentees based on need and experience. Mentors coach new leaders through the tasks of improvement with regular structured virtual or in-person check-ins.

Each mentor/mentee team creates a customized mentoring plan that focuses on developing the skills and dispositions in four critical areas of school level leadership: interpersonal and facilitation techniques, teacher observation and feedback, effective school-level and classroom-level practices, and the use of data to improve instruction. The program has two main objectives: to increase the rate of effectiveness of new administrators and to decrease turnover among rural and struggling schools.

Title II-A funds continue to support IPMP. The project has been expanded to now also include the Idaho Superintendent Mentoring Project.

Support for School Libraries: Title II-A funds are used to partner with the Idaho Commission for Libraries to expand the annual Idaho School Libraries professional development. In schools where full-time school librarians are properly trained and supported, students achieve at significantly higher levels than students in schools with no full-time librarian (see: School Libraries Work! A Compendium of Research Supporting the Effectiveness of School Libraries). Title II-A funds will ensure more

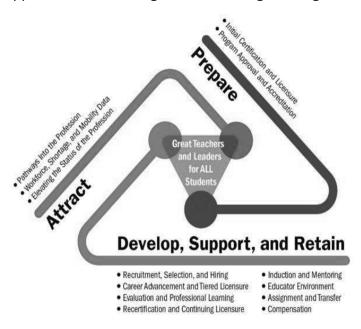
librarians are able to benefit from this valuable training, and more students will have access to a trained school librarian.

#### State Level Activities - Educators

#### Recruitment and Retention of Educators

Idaho Department of Education hosts regional career fairs to provide technical assistance to LEAs. In addition, each LEA can showcase their district to recruit educators. Beginning in 2024, the IDE career fair will also provide a one-day training to potential educators to help navigate routes to teaching.

The Idaho State Board of Education established an Educator Pipeline Work Group in 2016 to explore teacher pipeline issues across the state. Some of the early recommendations are aligned to allowable Title II-A projects. The Talent Development Systems graphic below, produced by American Institutes for Research (AIR), illustrates a three-pronged approach to addressing teacher shortages that guides Idaho's work.



In order to address teacher retention the Work Group first recommends increased professional development opportunities and support for teachers across the continuum, including induction programs, evaluation feedback for the purpose of professional growth and learning, and teacher leadership pathways. The following state level activities are aligned with these goals:

Continued Support for the Idaho Instructional Framework: Title II-A funds are used to support training and deepen understanding of Idaho's Instructional Framework through in- person workshops delivered around the state. A new approach under the flexibility of ESSA will be to deliver more of this training directly to LEAs in rural parts of the state. Workshops may include but not be limited to the following:

- Advanced Instructional Coaching Using the Framework for Teaching
- Calibration and Collaborative Self-Assessment of Observation Skills

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- Data Literacy Using Assessment in Instruction
- Designing a Quality Teacher Evaluation Model
- Engagement for Student Learning
- Exploring Domains 1 and 4 of the Framework for Teaching
- Introduction to the Framework for Teaching and Deeper Understanding
- Instructional Coaching Using the Framework for Teaching
- Instructional Rounds
- Learning-Focused Conversations
- Mentoring Using the Framework for Teaching
- Observation Skills Using the Framework for Teaching
- Special Education: Introduction to the Framework for Teaching
- Special Education: Observation Skills Using the Framework for Teaching
- State of Idaho Framework Facilitators, Level 1
- Talk About Teaching: Clustering the Components

Facilitated conversations around the state's instructional framework – dialogue among teachers, instructional coaches, mentors, peer coaches, consulting teachers, preservice teachers, cooperating teachers, administrators, higher education faculty, teacher leaders, superintendents, and other district leaders – creates opportunities for deeper collaboration in and across the education system, impacting teacher growth and ultimately student achievement.

Mentoring and Coaching: In 2013 the Governor's Task Force for Improving Education made 21 Recommendations creating a strategic plan for education systems across the state. One of these recommendations was that each district develop a mentoring and induction program for the support of new teachers based on the Idaho Mentor Program Standards. Recommendations put forth in 2017 from the Educator Pipeline Work Group echoed the call, and outlined an even greater need since moving to a certification system in which new teachers have three years to move from Residency to Professional status.

Comprehensive induction and mentoring programs have been associated with first-year teachers showing student performance gains equivalent to those of fourth-year teachers who did not have this support (Strong, 2006). Though Title II-A funds alone will not be sufficient to establish robust mentoring and induction programs statewide, ISDE and the State Board of Education will continue to examine to examine how we may use Title II-A funds to support and expand upon the foundation that is in place with the goal of increased student learning. See Appendix D for additional research supporting a focus on educator mentoring.

An AIR policy brief published in May 2014 (Potemski & Matlach, 2014) noted that effective state induction policies include program standards to establish consistent expectations for mentoring and induction activities across the state. In 2009 the State Board of Education, in conjunction with ISDE, established and published such standards. Using these standards to provide a vision and guidelines for local planners to use in the design and implementation of a high-quality mentoring program for beginning teachers, the state hopes to increase the number of effective induction programs in every region of Idaho. Partnering with higher education institutions, Title II-A funds would allow

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university partners to facilitate induction support for new teachers in high need LEAs across the state of Idaho. Faculty from higher education institutions in Idaho (public and private, four-year and two-year) are interested in the performance of their graduates in their early years of teaching. Investigating new teacher performance serves two main goals: continuous improvement for educator preparation programs and the identification of key supports for new teachers in terms of induction communities, practice, strategies, and outcomes. This project would study how the structures of one induction program in identified high need LEAs influences teacher performance and PK-12 student learning to inform future programs.

Additionally, the state strongly encourages and supports LEAs using Title II-A funds to recruit and train mentors within those LEAs identified for comprehensive and targeted support.

## **LEA Optional Use of Funds Aligned with State Level Activities**

The uses of funds described below are not required of LEAs but are encouraged as we work to attract and certify more teachers for Idaho's classrooms. The Educator Pipeline Work Group has supported the development of alternative paths to certification that will not sacrifice rigor.

Grow Your Own: Idaho is experiencing teacher shortages in various content areas and geographic areas, and especially in rural parts of the state. To ensure that LEAs with schools identified for comprehensive and targeted support are fully staffed by effective educators, ISDE encourages LEAs use of Title II-A funds to embrace Grow Your Own programs. LEAs can actively recruit current classified staff (paraprofessionals) into the teaching profession, using Title II-A funds to support them in their attainment of full certification. In addition, the state recognizes the need for more teachers and leaders of color and is committed to increasing the number of American Indian and Hispanic/Latino teachers and recommends that LEAs support the full certification of teachers of color through available routes.

Idaho currently provides financial support for concurrent high school and college credit but, at present, no courses are offered that fulfill requirements for an education degree. While Idaho explores increasing the opportunities for high school students in this area, ISDE is investigating scholarship opportunities for high school students who commit to teaching in high-need areas for a designated amount of time.

#### **Partnership Supports**

Idaho Division of Career and Technical Education (ICTE) offers a program to recruit and retain career and technical education (CTE) teachers who have qualified for endorsements in a CTE area based on their professional work experience. These occupational teaching certifications begin as a Limited Occupational Specialist (LOS), then after completion of coursework and/or teacher training, advance to a Standard Occupational Specialist, and finally to an Advanced Occupational Specialist. The LOS certification is a three-year interim certificate, and during that time, ICTE provides statewide and regional training for the LOS teachers through the Inspire Cohort. The goal of the Inspire Cohort program is to not only recruit and train new occupationally endorsed teachers but also to assimilate them into the teaching profession with connections to other LOS colleagues and a fully supported first- year experience and

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beyond. Inspire faculty, personal mentors, and state-level program managers provide the foundation for these new teachers at no out-of-pocket expense to the teacher. Oversight of the Inspire Cohort is maintained by ICTE, thus ensuring consistent training and mentoring, with a goal to produce a greater impact on student achievement sooner in their teaching careers. The Inspire Cohort is open to all LOS teachers employed in a CTE program and is funded with state funds for the purpose of encouraging completion of the program.

2. Use of Funds to Improve Equitable Access to Teachers in Title I, Part A Schools (ESEA section 2101(d)(2)(E)): If an SEA plans to use Title II, Part A funds to improve equitable access to effective teachers, consistent with ESEA section 1111(g)(1)(B), describe how such funds will be used for this purpose.

Idaho does plan to use some Title II-A funds to improve equitable access to effective teachers, as described above. Idaho will target Title II-A funds to schools in comprehensive support and improvement through the IPMP, in addition to the Title I-A funds used for the Idaho Superintendents Network and Idaho Principals Network (as described in section A(4)(viii)(e) of this plan). Title II-A funds will also be used to train teachers in Idaho's instructional framework and address educator mentoring. These strategies will help to ensure that all students have access to effective teachers.

ISDE created a cross-agency workgroup in 2015 to study the equitable distribution of educators across the state. ISDE worked with REL Northwest to analyze educator preparedness (inexperienced), content knowledge (teaching outside of field), and need (grade spans or content area). While the data analysis did not point to disparities in terms of the distribution of personnel who are working with low-income or minority students, it did identify a shortage of personnel across all areas, including areas not previously identified.

The findings became part of Idaho's Equity Plan submitted to the U.S. Department of Education on June 1, 2015, and they sparked a statewide effort to study recruitment and retention.

ISDE again partnered with REL Northwest to conduct surveys and interviews of a sampling of Idaho LEAs. The process was completed in June 2016. The salient challenge reported by the superintendents interviewed was recruitment and retention of staff. Many of the superintendents are taking short-term measures (e.g., Teach for America, Idaho Digital Learning Academy for secondary coursework, multi-grade classrooms) to meet their needs but expressed concern that the issue was larger than any one LEA could tackle. One superintendent remarked, "We are one teacher away from losing several programs." LEAs expressed concern that the issue was not limited to teachers, but also affected administrative personnel.

#### Table 13: Proposed programs for supporting educators

Timeline: July 2017 to September 2022

Strategy	Funding sources
Idaho Building Capacity Network	Title I: School improvement
Idaho Superintendents Network	Title I: School improvement
Idaho Superintendent Mentoring Project	Title II-A
Idaho Principals Network	Title I: School improvement
Idaho Principal Mentoring Project	Title II-A
Mentoring and Coaching	Title II-A
School Libraries	Title II-A
Instructional Framework	Title II-A

3. **System of Certification and Licensing** (ESEA section 2101(d)(2)(B)): Describe the State's system of certification and licensing of teachers, principals, or other school leaders.

Educator certification in the state of Idaho is clearly defined within Idaho Administrative Code (IDAPA) and State Board of Education policy (Board policy), which put forth rigorous expectations for teachers, pupil service staff, principals, directors of special education, and superintendents who are prepared by both Idaho and out-of-state institutions of higher education. IDAPA and Board policy ensures that educators are prepared not only with the necessary knowledge gained through course work, but through clinical field experiences as well. Alternative routes to certification are also clearly defined and available to those who wish to enter the education profession through non-traditional means. IDAPA specifically outlines alternative routesto ensure all educators within Idaho, regardless of certification route, are prepared to the fullest extent. Specifics within IDAPA and Board Policy for educator certification are described in the following paragraphs:

A Standard Instructional Certificate requires: A minimum of 20 semester credit hours in the philosophical, psychological, and methodological foundations, instructional technology, and in the professional subject matter of education which shall include demonstration of competencies in the Idaho Comprehensive Literacy Plan. [IDAPA 08.02.02.015.01.a.i] The certificate must include an endorsement area as well. Some endorsement requirements are as follows:

#### An All Subjects Endorsement requires:

A minimum of 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. [Board Policy IV.D.2.a]

A Blended Early Childhood/Early Childhood Special Education Endorsement requires: A minimum of 30 semester credit hours to include coursework in methods of teaching early

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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. [Board Policy IV.D.2.t] Policy IV.D.2.f]

An Exceptional Child Education Endorsement requires: a minimum of (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.[Board Policy IV.D.2.t]

A Secondary Content Area Endorsement requires preparation in two fields of teaching, one of which consists of at least 30 semester credit hours, and one of which consists of at least 20 semester credit hours; or preparation of at least 45 semester credit hours in a single subject area. [IDAPA 08.02.02.015.01.c]

Clinical Requirements Idaho Administrative Code articulates clinical requirements for teacher candidates. There are no specific state requirements regarding preservice teaching experience in diverse settings or with special student populations. For the Standard Instructional Certificate, which includes all instructional endorsements, at least 10 undergraduate or 6 graduate semester credit hours of student teaching in the grade range and subject areas as applicable to the endorsement are required. [IDAPA 08.02.02.015.01.]

Administrator Certification requires at least 30 semester credit hours of graduate study in school administration based on the specific administrator area (school principal, director of special education, or superintendent). The program must include the competencies of the Idaho Standards for School Administrators. [IDAPA 08.02.02.015.03]

Alternative Routes to Certification When a professional position cannot be filled by an LEA with someone who has the correct endorsement/certification, the LEA may request an alternative authorization for certification. The LEA must provide supportive information attesting to the ability of the candidate to fill the position. [IDAPA 08.02.02.042]

**Alternative Authorization – Teacher to New Endorsement** This alternative authorization allows an LEA to request additional endorsement for a candidate who already holds a current Idaho certificate in good standing.

Option 1 – The candidate works toward completion of a state board- approved preparation program. The candidate will receive a one-year certificate that may be renewed for two additional years with evidence of satisfactory progress toward completion of the preparation program.

Option 2 – A candidate with a master's degree may add an endorsement in the same content-specific area to a standard instructional certificate. The candidate will receive a

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one-year, nonrenewable certificate. Successful completion of a one-year, state board-approved mentoring program must occur in the year of authorization.

Option 3 – A candidate may add an endorsement to a valid instructional certificate by successfully completing a state board-approved content area assessment. The candidate will receive a one-year, nonrenewable certificate. Successful completion of a one-year, state board-approved mentoring program, must occur in the year of authorization.

In addition, this alternative authorization allows a candidate to use the National Board certification process to gain an endorsement in a corresponding subject area.

#### Alternative Authorization – Teacher to New Certification

This alternative authorization allows an LEA to request an additional certificate in a new certification area for a candidate who already holds a current Idaho certificate in good standing. The candidate will work toward completion of a preparation program in conjunction with the employing LEA and the participating teacher preparation program (college/university or nontraditional route). The candidate will receive a three-year, nonrenewable interim certificate to complete the preparation program. The participating educator preparation program shall provide procedures to assess and credit equivalent knowledge, dispositions, and relevant life/work experiences.

#### Alternative Authorization – Content Specialist This alternative

authorization allows an LEA to request certification for a candidate who is highly and uniquely qualified in a subject area to teach in an LEA. Prior to application, a candidate must hold a bachelor's degree or have completed all the requirements for a bachelor's degree except for student teaching. A consortium comprised of a designee from the educator preparation program, a representative from the LEA, and the candidate shall determine preparation needed forthe candidate to meet the Idaho Standards for Initial Certification of Professional SchoolPersonnel. This preparation must include mentoring and a minimum of one classroom observation per month until certified. The candidate will receive a three-year, nonrenewable interim certificate to complete the preparation program. [IDAPA 08.02.02.042.02]

## **CTE Occupational Specialist** The purpose of the

occupational specialist certification is to permit individuals with several years of industry experience, and often industry certification, in a CTE-related occupation to teach secondary and postsecondary CTE students. These occupational teaching certifications most often begin as a Limited Occupational Specialist (LOS) for individuals with a bachelor's degree, 2,000-6,000 hours of recent gainful employment, and/or industry certifications. After completion of coursework and/or teacher training at each level over the three-year validity period of the LOS certificate, teachers advance to a Standard Occupational Specialist, Certificate. With a master's degree or an additional 18 credit hours in the endorsement content area or educational pedagogy, the candidate can advance to an Advanced Occupational Specialist Certificate. All teachers entering the profession from industry must meet the Idaho Standards for Initial Certification of Professional School Personnel. [IDAPA 08.02.02.021.02.c]

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## Content Knowledge, Pedagogy, and Performance

State Board of Education approved content pedagogy, and performance area assessments shall be used to ensure qualified teachers are employed in Idaho's classrooms. [IDAPA 08.02.02.017] The state approved assessment for demonstration of content knowledge is the Praxis II assessment. Candidates must have a passing score on the Praxis II assessment for the content area they are seeking certification and endorsement.

**Teacher Preparation Standards** All Idaho teacher preparation programs are guided by the *Idaho Core Teaching Standards* (see Table 14 below). These standards provide guidelines for what all Idaho teachers must know and be able to do.

# **Table 14: Idaho Core Teaching Standards**

The Learner and Learning

Standard number and title	Standard description
Standard 1: Learner Development.	The teacher candidate understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.
Standard 2: Learning Differences.	The teacher candidate uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.
Standard 3: Learning Environments.	The teacher candidate works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.

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Content Knowledge

Standard number and title	Standard description
Standard 4: Content Knowledge.	The teacher candidate understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.
Standard 5: Application of Content	The teacher candidate understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.

# Instructional Practice

Standard number and title	Standard description
Standard 6: Assessment.	The teacher candidate understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.
Standard 7: Planning for Instruction	The teacher candidate plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.
Standard 8: Instructional Strategies.	The teacher candidate understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.

Professional Responsibility

Standard number and title	Standard description
Standard 9: Professional Learning and Ethical Practice.	The teacher candidate engages in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.
Standard 10: Leadership and Collaboration.	The teacher candidate seeks appropriate leadership roles and opportunities to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.

## State Specific Standards

Standard number and title	Standard description	
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 the 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.	
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.	

## **Supplemental Standards**

In addition to the Idaho Core Teaching Standards, the Idaho Comprehensive Literacy Standards apply in whole or in part, depending on the endorsement area, to each program leading to initial certification and a Standard Instructional Certificate.

Programs leading to endorsement in Blended Early Childhood/Early Childhood Special Education, Exceptional Child Education, Blind and Visually Impaired, and Deaf/Hard of Hearing meet additional standards applicable to each endorsement area.

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**Pupil Service Staff and Administrator Certification Standards** The standards for initial certification of pupil service staff and school administrators are independent of the Idaho Core Teaching Standards. The Idaho Standards for School Administrators articulate the knowledge and performance required of the School Principal, the Superintendent, and the Director of Special Education. The Idaho Standards for Pupil Service Staff require that the preparation program receive national accreditation to meet the Idaho Standards for Pupil Service Staff:

- Audiology and Speech Language Pathologist Council on Academic Accreditation, American Speech-Language-Hearing Association
- Nursing (School Nurse) Commission on Collegiate Nursing Education
- School Counselor Council for Accreditation of Counseling and Related Educational Programs
- School Psychologist National Association of School Psychologists
- School Social Worker Council on Social Work Education
- 4. Improving Skills of Educators (ESEA section 2101(d)(2)(J)): Describe how the SEA will improve the skills of teachers, principals, or other school leaders in order to enable them to identify students with specific learning needs, particularly students with disabilities, English learners, students who are gifted and talented, and students with low literacy levels, and provide instruction based on the needs of such students.

Idaho addresses the identification of high need students through a variety of supports.

The Special Education Department in partnership with the Special Education Support and Technical Assistance team, provides professional development to teachers and administrators in meeting the needs of students with disabilities. This professional development includes identifying and qualifying students for services under the Individuals with Disabilities in Education Act (IDEA).

Idaho has standardized procedures for identifying English (EL) students. Idaho recognizes that all educators are responsible for the language development and academic success of ELs, therefore, the ISDE Title III Department, provides professional development support for all educators in the area of language development through content instruction. Additional information is available at https://www.sde.idaho.gov/federal-programs/el/index.html

Idaho law requires LEA's to identify and serve gifted students. The state provides funds to support the professional development in the area of identification. The funds also support services provided to students once identified. Under IDAPA 08.02.03.999, districts are required to write a three-year plan for each student identified as gifted and talented in the areas of academics, visual/performing arts, creativity, and leadership. Teachers of these students receive annual training through the Edufest summer conference featuring nationally recognized experts in the field of gifted and talented education. Additional information is available at http://www.sde.idaho.gov/academic/gifted-talented.

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Commissioned in December 2012 by Governor C.L. "Butch" Otter, the Task Force for Education recognized reading proficiency is a major benchmark in a student's education and that students must learn to read before they can read to learn content in other subject areas. The task force was assembled to study and collaborate on how Idaho's education system could better prepare its children for success. One focus of the Task Force was the recommendation that students demonstrate mastery of literacy before moving on to significant content learning. The task force also recommended a better tool for identifying students with low literacy levels.

To support these recommendations, the legislature has appropriated more than \$11 million dollars to support research based intervention strategies to improve outcomes for students. Funds can be used in a variety of ways, including professional development for educators to identify students with literacy deficiencies. The new assessment to identify struggling readers includes a screener, diagnostic and progress monitoring system to provide teachers with rich data that focuses on specific deficiencies in literacy skills for students in Kindergarten through third grade. Fifty-seven schools across the state are implementing the new reading assessment in a pilot administration in the 2017-2018 school year. A statewide implementation is scheduled for the 2018-2019 school year.

5. **Data and Consultation** (ESEA section 2101(d)(2)(K)): Describe how the State will use data and ongoing consultation as described in ESEA section 2102(d)(3) to continually update and improve the activities supported under Title II, Part A.

Data are collected on all state-led professional development activities to assess the quality and efficacy of those experiences. For example, the IPMP and Idaho Instructional Framework components of section A(4)(viii)(e) of this plan include survey data collected from participants of these programs in 2017.

Meaningful consultation was conducted with stakeholders, including teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders, parents, community partners, and other organizations or partners with relevant and demonstrated expertise in the development of this program plan. ISDE will seek advice, based on statewide data review, regarding equity data and student achievement data, and consult with this group of stakeholders at least annually on how to best improve the activities to meet the purpose of this program. Additionally, LEAs annually submit a Consolidated Federal and State Grant Application (CFSGA) for Title II-A, which includes listing professional development program activities, describing how each is expected to improve academic achievement, and identifying the evidence level of criteria each activity meets. The application is reviewed and then approved after all application criteria are met. During monitoring visits, each LEA provides documentation evidencing how the professional development activities improved academic achievement. As evident in the plan, activities under this part are coordinated with other related strategies, programs, and activities being conducted by ISDE.

6. **Teacher Preparation** (ESEA section 2101(d)(2)(M)): Describe the actions the State may take to improve preparation programs and strengthen support for teachers, principals,

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or other school leaders based on the needs of the State, as identified by the SEA.

Idaho is currently focusing its Title II-A funds toward supporting educators in rural, high-poverty, and high-minority schools. However, as stated above in section D(1), ISDE and the State Board of Education will investigate how we may use Title II-A funds to support teacher preparation and mentoring.

The Office of the Idaho State Board of Education is committed to supporting Educator Preparation Providers to develop learner-ready educators. A learner ready educator is one who is ready on day one of his or her career to model and develop in students the knowledge and skills they need to succeed today including the ability to think critically and creatively, to apply content to solving real-world problems, to be literate across the curriculum, to collaborate and work in teams, and to take ownership of their own continuous learning.

More specifically, learner-ready teachers have deep knowledge of their content and how to teach it; they understand the differing needs of their students, hold them to high expectations, and personalize learning to ensure each learner is challenged; they care about, motivate, and actively engage students in learning; they collect, interpret, and use student assessment data to monitor progress and adjust instruction; they systematically reflect, continuously improve, and collaboratively problem solve; and they demonstrate leadership and shared responsibility for the learning of all students.

The Office of the Idaho State Board of Education strives to approve and hold accountable teacher preparation programs that produce learner-ready teachers. Each year Idaho approved teacher preparation program's report data on admission requirements, standards and assessments. That data is currently collected in the Federal Title II Reports.

The Office of the Idaho State Board of Education and the State Department of Education are working together to innovate state systems and progress in the field to improve teacher preparation. Together, the development of the Idaho Standards for Educator Preparation Providers was created and approved by the State Board of Education on August 23, 2023. The Standards are as follows:

- STANDARD ONE: CONTENT, PEDAGOGICAL, AND PROFESSIONAL KNOWLEDGE
  - Educator Preparation Providers ensure candidates develop an understanding of the critical concepts, principles, and practices of their discipline, and are able to use practices flexibly to advance the learning of all students.
    - Standard 1.1 Content Knowledge and Pedagogy: Educator Preparation Providers ensure candidates are able to apply their knowledge in critical concepts, principles, and practices as identified in the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and State Board approved Idaho

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Student Content Standards.

- Standard 1.2 Professional Knowledge: Educator Preparation Providers ensure candidates are able to apply their knowledge of the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and the State Board approved Idaho Student Content Standards.
- Standard 1.3 Idaho Educational Expectations: Educator Preparation Providers integrate State Board of Education policies and procedures and Idaho Rules Governing Uniformity into the preparation of candidates.

## STANDARD TWO: CLINICAL EXPERIENCE

- Educator Preparation Providers ensure diverse high-quality clinical experiences to develop knowledge, skills, and professional dispositions in candidates and educators.
  - Standard 2.1 Clinical Practice: Educator Preparation Providers include clinical practice of depth, breadth, coherence, and duration to enable candidates or educators to demonstrate proficiency in their area of endorsement.
  - Standard 2.2 Clinical Partnerships: Educator Preparation Providers develop and implement quality clinical experiences in the context of documented and effective partnerships with Local Education Agencies.

#### STANDARD THREE: CANDIDATE ASSESSMENT AND SUPPORT

- Educator Preparation Providers demonstrate the development of candidate quality throughout the preparation program.
  - Standard 3.1 Admission Standards for Academic Achievement and Ability: Educator Preparation Providers define admissions requirements, collect, and evaluate applicant data, and admit eligible candidates.
  - Standard 3.2 Monitor and Support Progress: Educator Preparation Providers establish criteria to assess and monitor candidate progression throughout the preparation program to support candidate growth and competency at completion.
  - Standard 3.3 Recommendation for Certification: Educator
     Preparation Providers demonstrate candidates meet the Idaho
     Assurances listed on the Institutional Recommendation.

#### STANDARD FOUR: CONTINUOUS PROGRAM IMPROVEMENT

 Educator Preparation Providers maintain a system that consists of valid and trustworthy data from multiple measures that support continuous

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improvement. The system is sustainable over time and includes input from internal and external stakeholders.

- Standard 4.1 Completer Data: Educator Preparation Providers analyze data provided via Annual Performance Measures for Continuous Improvement.
- Standard 4.2 Internal and External Stakeholder Engagement: Educator Preparation Providers involve appropriate internal and external stakeholders (e.g. alumni, employers, practitioners, school/community partners, etc.) in program design, evaluation, and improvement.
- Standard 4.3 Continuous Improvement: Educator Preparation Providers document use of data-driven decision-making processes to guide program modification and continuous improvement.

New Educator Preparation Provider annual performance measures were created and approved by the State Board of Education on August 23, 2023. These measures identify at-risk and low performing teacher preparation programs across Idaho's traditional and non-traditional programs. These measures provide transparency into the performance of teacher preparation programs, creating a feedback loop between the Office of the Idaho State Board of Education and the Educator Preparation Providers with an emphasis on continuous improvement. The measures are as follows:

- Pedagogical Knowledge: The percentage of candidates who, at exit of program, passed the Common Summative Assessment (Idaho Framework for Teaching Evaluation) at a basic or better in all 22 components.
- Content Knowledge: The percentage of overall completer pass rate of Idaho State Board Approved content assessment for which the EPP has at least ten candidates complete the assessment during the academic year.
- Completer Effectiveness on Professional Practice: The percentage of teachers of record and completers who signed an Idaho teaching contract in their first year after completion were eligible for and obtained the Idaho Professional Endorsement.

Persistence in an Idaho Local Education Agency: The percentage of teachers of record and completers who signed an Idaho teaching contract in their first year after completion working full-time in an Idaho Local Education Agency who persist for three years.

- E. Title III, Part A, Subpart 1: English Language Acquisition and Language Enhancement
  - 1. Entrance and Exit Procedures (ESEA section 3113(b)(2)): Describe how the SEA will establish and implement, with timely and meaningful consultation with LEAs representing the geographic diversity of the State, standardized, statewide entrance and exit procedures, including an assurance that all students who may be English learners are assessed for such status within 30 days of enrollment in a school in the State.

**Entrance Procedures:** Idaho's ESSA EL Workgroup has established the following EL Program Entrance Procedures and Criteria:

Step 1: All LEAs administer the Statewide Home Language Survey (HLS) to all newly enrolling students in the district/charter. They then use the "Decision to Assess" Matrix to determine whether the student is a potential EL. Original HLSs are filed in students' cumulative files.

Statewide Home Language Survey Questions:

- 1. What language(s) are spoken in the home?
- 2. What language(s) does your student speak most often?
- 3. What language(s) did your student first learn?
- 4. Which language does your child speak with you?
- 5. Which language do you use when speaking with your child?
- 6. Which language do you want phone calls and letters?
- 7. What is your relationship to the child?
- 8. Is there any additional information you would like the school to know about your child?

The Home Language Survey is currently available in Spanish and Russian and is being translated in additional languages represented in the state. English and translated HLS forms are available on the Idaho State EL and Title III Programs website for all LEAs to download.

Step 2: If a student is identified as a potential EL, LEAs use additional resources and data to determine whether the student has already been identified as an EL in another LEA. If the following resources indicate that the student either has screened out of EL eligibility or has previously exited from EL programming, then the student does not qualify for EL program placement.

- Idaho's English Learner Management System (ELMS)
- Cumulative file review for WIDA assessments
- Cumulative file review for English Learner Plans
- Cumulative file review for EL exit forms
- Communication with previous district (if necessary)

Step 3: LEAs proceed with an English Language Proficiency (ELP) Screener Assessment administration, either WIDA Screener for Kindergarten or WIDA Screener, depending on the student's grade level and time of year of enrollment. They use the following Statewide EL Entrance Criteria to determine whether a student qualifies for EL or

whether they screen out of EL eligibility.

Table 15: Idaho's Statewide EL Entrance Criteria

Grade	First semester	Second semester
Kindergarten	WIDA Screener for Kindergarten	WIDA Screener for Kindergarten   • ≥ 5.0 Oral Language Proficiency Level • ≥ 4.0 Listening Proficiency Level • ≥ 4.0 Speaking Proficiency Level • ≥ 2.0 Literacy Score
1 <sup>st</sup> Grade	WIDA Screener for Kindergarten	• (Same as 2nd-12th grade)
2 <sup>nd</sup> – 12 <sup>th</sup> Grade	WIDA Screener	WIDA Screener   • ≥ 5.0 Overall  Proficiency Level  Score  • ≥ 4.0 Speaking  Proficiency Level  • ≥ 4.0 Reading  Proficiency Level  • ≥ 4.0 Writing  Proficiency Level

Screener assessment and program placement must occur within 30 days of the student's enrollment in the LEA. In order to ensure that potential ELs with special needs are correctly identified, the EL advisory panel will collaborate with special education stakeholders to establish alternate entrance criteria and processes for identifying ELs with special needs.

The ESSA EL Workgroup created a statewide process for identifying students whose parents may have indicated "English Only" on their Home Language Survey but who have exhibited characteristics of second language learners necessitating a need to amend the original HLS. In addition, the workgroup developed a statewide process to

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remove the EL designation from a student who was erroneously identified. Lastly, the workgroup has assisted the ISDE with revising the parental notification form including an option to waive ELD services.

Exit Procedures: Idaho's ESSA EL Workgroup has established the following EL Program-Exit Procedures and Criteria first implemented in the 2019/2020 school year, based on the 2020 ACCESS for ELL results:

#### Language Instruction Educational Program Reclassification Criteria

Reclassification from a LEA's Language Instruction Educational Program (LIEP) occurs after a student has attained English proficiency. English proficiency for Idaho's General ELP and Alternate ELP assessments are outlined below.

## **General English Language Proficiency Assessment**

- ≥ 4.2 Composite Overall Proficiency Level
- ≥ 3.5 Listening Proficiency Level
- ≥ 3.5 Reading Proficiency Level
- ≥ 3.5 Writing Proficiency Level
- ≥ 1.0 Speaking Proficiency Level

## **Alternate English Language Proficiency Assessment**

• ≥ PL4 Composite Overall Proficiency Level

#### Step 1: Review Assessment Data

Local Education Agencies (LEAs) review annual English language proficiency assessment results to determine which students meet Idaho's EL reclassification criteria.

#### Step 2: Update Student Status

LEAs update their local student information system to reflect the child has entered monitoring status. Students are monitored for a period of two years.

#### Step 3: Notify Families

LEAs use a statewide exit form to inform the parent of the child's reclassification status. Parent notifications are delivered in a language that is comprehensible to the parent. This notification includes details about their child's exit from EL services and transition into a two-year monitoring period.

Step 1: LEAs review annual EL proficiency assessment data to determine which students have met Idaho's EL Exit Criteria. Idaho administers the WIDA ACCESS for ELL or Alternate ACCESS for ELL to annually assess for EL proficiency.

The ACCESS for ELL is administered to all identified English Learners, annually, and includes assessments in reading, writing, listening and speaking. A student receives an overall composite score and a scale score in each of the four domains.

The reading and writing domains are weighted 35% each in the overall composite, while the speaking and listening domains are weighted 15% each, in the overall composite.

A student is considered proficient when they receive a composite score equal to or greater than 4.2, with a minimum score of 3.5 in the domains of reading, writing and

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listening, and a minimum score of 1 in the speaking domain.

Step 2: When students meet the exit criteria on the English language proficiency assessment, LEA staff members re-designate students to "exited year 1 monitoring" status in their school information systems. LEAs are required to complete the exiting process for eligible students before the end of the school year in which the student met the exit criteria. In other words, LEAs must use the results from the spring ACCESS for ELL and Alternate ACCESS for ELL assessment to update students' EL status in their school information system and inform parents by the end of the school year.

Step 3: LEAs will use a statewide exit form that is shared and explained to parents/families in a language they can understand to inform them of their child's program exit. In addition LEAs inform parents/families of the child's transition into a monitoring status for two years.

In order to ensure that ELs with special needs are correctly exited, the EL advisory panel collaborated with special education stakeholders to establish criteria and processes for exiting ELs with special needs taking the Alternate ACCESS for ELL. The following is a result of this collaboration:

- ALT-ACCESS for ELL exit criteria
- P2 Composite Proficiency Level

English learners with significant disabilities as documented by an Individualized Education Plan (IEP) will exit from the EL program when reaching P2 composite proficiency level on the ALT ACCESS for ELL.

- 2. **SEA Support for English Learner Progress** (ESEA section 3113(b)(6)): Describe how the SEA will assist eligible entities in meeting:
  - The State-designed long-term goals established under ESEA section 1111(c)(4)(A)(ii), including measurements of interim progress towards meeting such goals, based on the State's English language proficiency assessments under ESEA section 1111(b)(2)(G); and
  - ii. The challenging State academic standards.

Assistance to LEAs for Long-Term Language Proficiency and Academic Goals
The State English Learner/Title III Department exists to assist LEAs with creating,
implementing, and improving language instruction educational programs that
provide equal learning opportunities for ELs. In order to achieve this, the State
EL/Title III Department will analyze the long-term goals and interim progress for
English language proficiency and academic standards established under ESEA section
1111(c)(4)(A)(ii). This ongoing and annual analysis will assist the department in
determining statewide and individualized support needed for LEAs.

Moreover, with EL accountability now housed under Title I, the State EL/Title III Department staff are critical members on the previously mentioned State Technical Assistant Team (STAT). This group will be responsible for tracking progress, discussing data, and identifying needs and resources.

Additionally, the department will continue to review and monitor LEAs' annual EL plan within the Consolidated Federal and State Grants Application (CFSGA). LEAs must describe their Language Instruction Educational Program(s) (LIEP) to serve their ELs. These plans also include an opportunity for the LEA to describe linguistic and academic goal(s) for their English learners. Furthermore, LEAs describe within their State EL Plans their methods for meeting these linguistic and academic goals by describing coordination of services with other supporting programs, method for incorporating WIDA English Language Development Standards within instruction, and professional learning opportunities provided to all staff in the LEA on best practices in teaching English learners. The State EL/Title III Department will review the LEAs linguistic and academic goals for alignment to the long-term goals and interim progress for English language proficiency and academic standards established under ESEA section 1111(c)(4)(A)(ii). Additionally, the department uses this information to support LEAs in their individualized efforts. For example, if neighboring LEAs have similar goals, ISDE can target support regionally.

Currently, the ISDE has the following supports in place for schools and LEAs that can be tailored to address the specific linguistic and academic needs of their ELs:

#### **Cross Collaboration**

The EL/Title III Department engages in state-level collaboration with other ISDE programs such as Special Education, Migrant, Title I, Assessment, and others to address the needs of English Learners. Examples of state-level collaboration include professional learning opportunities for administrators, teachers, and paraprofessionals of English Learners as well as a consolidated grant application and program monitoring for LEAs. The STAT team is another example of cross collaboration.

#### **Ongoing Technical Assistance**

Ongoing technical assistance for all LEAs is provided in a variety of ways listed below. However, individualized technical assistance can be requested by an LEA at any time and may be delivered through a variety of methods:

- 1. Phone, email, and individual site visits
- 2. The EL Department webpage http://sde.idaho.gov/el-migrant/el/index.html
- 3. Quarterly webinars
- 4. Regional trainings
- 5. Yearly Summer English Learner Institute

#### **Idaho Legislature**

The Idaho Legislature provides funding to LEAs for ELs. House Bill 287 appropriates \$450,000 for three-year grants to assist LEAs with meeting the academic needs of English Learners. House Bill 289 provides over 1 million dollars for research-based programs for ELs.

#### **State Title III Consortium**

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State Title III Consortium provides members with additional technical and instructional support. The Idaho State EL/Title III program employs an EL program assistant who coordinates various professional development opportunities. LEAs have access to various trainings which include all training costs and materials. The State EL coordinator also provides on-site technical assistance and employs two (2) regional EL coaches who travel to LEAs around the state to support them and provide onsite technical assistance personalized to their needs.

#### **EL Advisory Panel**

The EL advisory panel assists the ISDE with state-wide planning and support on EL-related topics such as creating state-wide identification and exiting criteria for all LEAs.

### **Professional Development/Training**

The Idaho State EL/Title III Department provides support for all Idaho educators of ELs through professional learning opportunities that are intentionally designed based on the timely needs of EL educators. ISDE recognizes that as the number of ELs grows, all educators must be mutually responsible for the language development and academic success of ELs and, therefore, all teachers are language teachers. The EL/Title III Department provides a menu of professional development options to ensure a wide variety of instructional frameworks and strategies are being covered based on local LIEP determination. This includes the Go-To Strategies, Sheltered Instruction, English Language Development (ELD) Standards, and pertinent English language acquisition topics.

#### **State and National Partnerships**

The State/Title III Department staff participates in and collaborates with multiple national partners and other state agencies for support in trending EL topics: Teaching English to Speakers of Other Languages (TESOL), Center for Applied Linguistics (CAL), WIDA, Wisconsin Center for Educational Research (W-CER), Regional Educational Laboratory (REL), Chief Counsel of State School Officers (CCSSO), EL State Collaborative on Assessment Student Standards (SCASS), National Association for Bilingual Education (NABE), and Idaho Association for Bilingual Education (IABE). Lastly, additional partnerships with Idaho's institutes of higher education provide components of EL education in preservice teacher education in an effort to prepare teachers with appropriate instructional strategies for the ELs in their classrooms.

The ISDE will continue to adapt, create, and implement additional supports for ELs in Idaho's schools based on need as identified through data.

#### 3. Monitoring and Technical Assistance (ESEA section 3113(b)(8)): Describe:

- i. How the SEA will monitor the progress of each eligible entity receiving a Title III, Part A sub- grant in helping English learners achieve English proficiency; and
- ii. The steps the SEA will take to further assist eligible entities if the strategies funded under Title III, Part A are not effective, such as providing technical assistance and modifying such strategies.

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Monitoring the implementation of Federal programs and the use of funds is a requirement of each of the Federal programs and an essential function of the ISDE. The ISDE monitors all LEAs thoroughly and in a variety of ways to ensure that all children have a fair, equitable, and significant opportunity to obtain a high-quality education. Moreover, the ISDE provides leadership and guidance to LEAs through technical assistance for the purpose of assisting LEAs with implementing highly effective educational programs to increase student achievement in Idaho. ISDE implements the following processes for monitoring federal programs including Title III-A:

#### **Consolidated Federal and State Grant Application (CFSGA)**

The Idaho Consolidated Federal & State Grant Application serves as an LEA's application for federal program funds. A consolidated approach, instead of separate applications for each of the individual programs, allows the programs to be cooperatively planned and implemented, and also helps to reduce the administrative burden. In addition, the CFSGA allows the EL/Title III Coordinator to monitor/review annual applications for Title III compliance, linguistic and academic goals, and use of funds. If an LEA's plan does not meet the criteria for approval, the coordinator coaches the LEA until the plan meets all the requirements. This approach is proactive in that it provides assistance before the LEA receives funding.

#### **Selection Process for Onsite and Desk Monitoring of LEAs**

In determining the list of LEAs to be monitored for the upcoming school year, the ISDE reviews several considerations:

- The list of LEAs considered for monitoring in the upcoming year are derived from the ISDE's Ongoing LEA Master List, which identifies the year each LEA was last monitored.
- 2. Each federal program identifies risk factors for the LEAs identified for potential monitoring. Risk factors may be determined using data including the following:
  - State assessment performance data
  - Date/Year the LEA was previously monitored
  - Number and type of findings from the previous monitoring visit (such as programmatic, fiscal, policy, repeat findings)
  - Results of previous findings
  - Personnel turnover new or inexperienced federal programs director or new superintendent
  - Audit Findings (such as incomplete audits or type of audit findings)
  - Significant carryover balances
  - Other "high-risk" factors identified by ISDE program coordinators (such as sudden and/or significant increase in English Learners, formal compliance complaint filed with the ISDE, SBOE, and/or U.S. Department of Education - Office for Civil Rights)
- 3. Approximately 25 LEAs are identified for monitoring annually. Monitoring is conducted by ISDE program staff either through on-site or desk monitoring.

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#### Monitoring Process for Title III -A

During the monitoring visit, the EL/Title III Coordinator conducts classroom observations, interviews with staff, principals, students, and parents to determine if the LEA is addressing the linguistic and academic needs of their ELs. Additionally, the coordinator seeks evidence of support for the linguistic and academic goals described in the CFSGA.

## **Consolidated State Performance Report (CSPR)**

Annual CSPR data submitted by the LEA for federal reporting is another opportunity for monitoring and possible technical assistance. LEA data is reviewed for accuracy as well as for state and local level trends.

#### **Participation in STAT Team**

As mentioned before, the State EL/Title III department will work with the STAT team to monitor the progress of LEAs and provide technical assistance based on the recommendations of this team.

The above-mentioned activities and processes will assist the ISDE in identifying LEAs that may need more specific and individualized support in identifying effective strategies for their ELs. If an LEA continues to struggle with implementing effective strategies for EL English proficiency, the ISDE will convene with the STAT team to determine additional resources needed to provide intensive support. Resources could include, but not limited to, in-depth professional development, recommendations for Title III program revisions and opportunities for peer observations with successful Title III districts.

#### F. Title IV, Part A: Student Support and Academic Enrichment Grants

**1.** Use of Funds (ESEA section 4103(c)(2)(A)): Describe how the SEA will use funds received under Title IV, Part A, Subpart 1 for State-level activities.

#### **State Level Activities**

Four percent of Idaho's Title IV-A allocation targeted for state activities will be directed toward required activities including training LEAs on applying for Title IV-A funds through the ISDE's Consolidated State and Federal Grant Application and compliance monitoring.

#### **LEA Optional Use of Funds Aligned with State Level Activities**

Idahoans understand that a well-rounded, community-oriented, student-focused education provides the knowledge and skills to live, learn, work, create, and contribute to society. In supporting a community-oriented and student focused education, the ISDE supports college and career readiness through academic readiness and advising including Advanced Opportunities, Next Steps Idaho and collaborative statewide partnership. Additionally, the ISDE supports STEM experiences which enhance 21st century workforce skills such as collaboration, innovation, problem-solving, critical and creative thinking, and teamwork. All students should have the opportunity to learn these critical 21st century workforce skills.

Title IV-A state funds support ISDE staff in providing technical assistance for LEAs in the creation of local Title IV-A plans and applying for funding as well as monitoring for compliance with federal rules and regulations. While compliance monitoring visits focus on adherence to the rules and regulations, the ISDE aims to use these visits as opportunities to provide technical assistance in addressing deficiencies and offering best practices in supporting students.

The ISDE will support LEAs in directing their Title IV-A allocations to provide equitable access to a well-rounded education and rigorous coursework in subjects in which female students, minority students, English learners, students with disabilities, or low-income students are underrepresented. Such subjects could include English, reading/language arts, writing, science, technology, engineering, mathematics, world languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, or physical education.

Existing state support will be leveraged to increase the impact of LEA Title IV-A funds around strengthening the instructional core and increasing access to a broad range of educational opportunities. Idaho currently has robust supports in place focused on a well- rounded education that includes professional development for teachers, instructional coaches, and mastery education funded by state dollars.

Regarding supporting safe and healthy students, LEA Title IV-A funds are used to train and equip LEA personnel with best practices specific to safe schools, crisis intervention, school violence prevention, suicide prevention, and alternatives to suspensions and

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expulsions through existing statewide trainings and resources. In addition, Title IV-A funds may be used to provide schoolwide services that contribute to a positive and safe school environment by promoting mental wellness and suicide prevention among students.

2. Awarding Subgrants (ESEA section 4103(c)(2)(B)): Describe how the SEA will ensure that awards made to LEAs under Title IV, Part A, Subpart 1 are in amounts that are consistent with ESEA section 4105(a)(2).

To ensure the requirement was accurately interpreted, the ISDE used a manual compiled and released by the US Department of Education on June 30, 2017. A link to the manual can be found here:

An Excel template was created consistent with scenario 1 from the manual (p 2). The template has built in formulas, which include the following steps:

- 1. Determine initial formula allocations based on LEA shares of Title I, Part A funds for the preceding fiscal year.
- 2. Adjust upward allocations for LEAs whose initial allocation is below \$10,000.
- 3. Adjust downward, on a proportional basis, the initial formula allocations for all LEAs receiving more than \$10,000.
- 4. Repeat steps (iterations) as many times as necessary until there is no grant award with less than \$10,000.

The initial calculation is performed by the Federal Programs Department at the same time Title I, Part A allocations are calculated.

Once Federal Programs Title allocations are finalized, the allocations are populated into the Idaho State Department Consolidated Federal and State Grant Application (CFSGA). After an LEA's CFSGA plan is approved for all programs, the funds are sent to the Grant Reimbursement Application (GRA). All LEAs receiving Title IV-A allocations receive no less than the minimum amount of \$10,000.

Once finalized, the allocations are populated into the Idaho State Departments online mechanism for LEA to submit plans and request funds for all title programs (Consolidated Federal and State Grant Application- CFSGA). Once populated LEAs are not able to request less than the populated amount, thereby assuring all LEAs receive no less than \$10,000 in Title IVA funds.

## G. Title IV, Part B: 21st Century Community Learning Centers

1. Use of Funds (ESEA section 4203(a)(2)): Describe how the SEA will use funds received under the 21st Century Community Learning Centers program, including funds reserved for State- level activities.

ISDE reserves 2 percent of the appropriated amount for administration (approx. \$130,000), which supports 1.08 FTE: partial salaries for a director, state coordinator, program specialist, and administrative assistant. The administration funds for Title IV-B are used to support eligible LEAs, Community-Based Organizations, Indian tribes or tribal organizations, and other public/private entities. Each year the ISDE provides regional training for interested organizations in applying for Title IV-B grant funds. The ISDE also use administrative funds for costs associated with the peer review process and required USED meetings.

ISDE reserves 5 percent of the appropriated amount for state activity (approx. \$325,000), which supports 0.9 FTE: partial salaries for a director, state coordinator, program specialist, and administrative assistant. The state activity funds for Title IV-B are used to support current grantees in providing monitoring and technical assistance. The ISDE partners with the Idaho Afterschool Network in developing and implementing school age quality standards. The ISDE also uses state activity funds to perform a statewide evaluation to assess the program's effectiveness in meeting performance measures.

Table 17: Title IV-B use of funds

Strategy	Timeline	Funding sources	
New Grantee Training	Summer Annually	Title IV-B State Administrative Funds	
21 <sup>st</sup> CCLC Directors Meeting	Fall Annually	Title IV-B State Activity Funds	
Request For Application (RFA) Training	Fall Bi-Annually	Title IV-B State Activity Funds	
Grant Competition	Winter Bi-Annually (dependent on available funding)	Title IV-B State Activity	
Peer Review Process Meeting	Spring Bi-Annually	Title IV-B State Administrative Funds	
21 <sup>st</sup> CCLC Directors Meeting	Spring Annually	Title IV-B State Activity Funds	
21 <sup>st</sup> CCLC Summer Institute	Summer Annually	Title IV-B State Administrative Funds	
Grantee Monitoring & Technical Assistance	Ongoing	Title IV-B State Activity Funds	

2. Awarding Subgrants (ESEA section 4203(a)(4)): Describe the procedures and criteria the SEA will use for reviewing applications and awarding 21st Century Community Learning Centers funds to eligible entities on a competitive basis, which shall include procedures and criteria that take into consideration the likelihood that a proposed community learning center will help participating students meet the challenging State academic standards and any local academic standards.

ISDE reserves not less than 93 percent of the appropriated amount for LEA subgrants (approx. \$6.5 million). Each year the ISDE hosts a grant competition (as unallocated funds allow) to applicants according to ESEA Sec. 4201(b)(3). The ISDE awards 5-year grants with a minimum of \$50,000 per award. Award amounts are based on the applicant's needs and services provided to students; however, the ISDE provides guidance to applicants on typical award amounts based on per-pupil expenditures.

The ISDE awards subgrants through a competitive process based on the merit of an applicant's grant application; needs assessment for before and after-school programs, project design, measures of effectiveness, budget, and other assurances as outlined in ESEA Sec. 4204. The ISDE awards additional points for entities that target students: (1) attending schools that are implementing comprehensive support and improvement activities or targeted support and improvement activities under ESEA Sec. 1111(d); and (2) who may be at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities, or who lack strong positive role models.

The ISDE provides technical assistance and facilitates the grant application process; however, it does not participate in the decision making of the awards to applicants. The ISDE recruits a variety of peer reviewers (via email, newsletter, website, press release), which consists of individuals with diverse expertise, organization representation, geographic location, gender, racial and ethnic representation. The ISDE trains all reviewers and hosts a 1-day virtual meeting to discuss submitted applications. The peer reviewers make the decision of awarded applications based on the applicant's grant application and established scoring rubric.

Table 18: Title IV-B awarding subgrants timeline

Strategy	Timeline	Funding sources
Request For Application	Fall Bi-Annually 2017	Title IV-B State
Training Workshops		Administrative Funds
Grant Application Opens	Fall Annually	-
Grant Application Closes	January Annually	-
Peer Review	Spring Annually	-
Peer Review Process	Spring Annually	Title IV-B State
Meeting		Administrative Funds
Grant Awards Announced	April Annually	-
Funding to Grantees Begins	July 1	Title IV-B Subgrants

#### H. Title V, Part B, Subpart 2: Rural and Low-Income School Program

1. Outcomes and Objectives (ESEA section 5223(b)(1)): Provide information on program objectives and outcomes for activities under Title V, Part B, Subpart 2, including how the SEA will use funds to help all students meet the challenging State academic standards.

Rural schools defined by Idaho Code are schools that have fewer than 20 enrolled students per square mile, or school districts within a county that contain less than 25,000 residents. The goal for students in rural schools is the same for all students—to achieve at the same level of proficiency and have access to higher education resources to be successful after high school. In order to achieve equity for rural students, the state has designated staff to support rural and low-income school programs and has created a working state plan for these programs <a href="http://www.sde.idaho.gov/federal-programs/rural/index.html">http://www.sde.idaho.gov/federal-programs/rural/index.html</a>. The plan was created in consultation with LEAs. The process for grant applications includes the Consolidated Federal and State Grant Application (CFSGA) online reporting system for LEAs to submit an application that includes budget, selected activates for use of funds, and measurable goals. The state also has an electronic evaluation report that is due in June each year.

Table 19: Title V-B objectives and outcomes

Objective	Outcome
Objective 1: Rural school students achieve	Outcomes: Each Rural Low Income School
at the same level of proficiency as all other	(RLIS) grantee program will provide
students, and have access to higher	educational services for children and youth
education resources to be successful after	as described in the CFSGA to ensure that
high school.	they have the opportunity to meet
	challenging State academic content and
	achievement standards.
Objective 2: ISDE has a method and annual	Outcomes: All RLIS LEA Federal Program
timeline for providing annual technical	directors and business managers attend
assistance to RLIS eligible LEAs.	training on RLIS requirements and eligibly
	at annual regional meeting.

**2. Technical Assistance** (ESEA section 5223(b)(3)): Describe how the SEA will provide technical assistance to eligible LEAs to help such agencies implement the activities described in ESEA section 5222.

The state coordinator collaborates with Title II, Title III, and family and community coordinators; the charter school coordinator; and 21st Century Learning Center division to ensure program alignment and access to resources as well as training at least twice per year with LEA technical assistance as needed. In Idaho rural LEAs have participated in Northwest Rural Innovation and Student Engagement (NW RISE), a multistate project that creates learning communities among schools in the rural northwest. Educators from Alaska, Idaho, Montana, and Washington can participate in NW RISE.

The project is part of the Comprehensive Center 17 and includes two face-to-face

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meetings per year as well as monthly opportunities for members to collaborate through video conference and a dedicated social media account. In addition, consultation and technical assistance is provided through the state's system of support which includes both on-site support through projects like Idaho Building Capacity, Idaho Regional Math Centers, Idaho Content ELA Coaches, and opportunities to network with peers through various networks including the Idaho Superintendents Network and Idaho Principals Network.

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- I. Education for Homeless Children and Youth program, McKinney-Vento Homeless Assistance Act, Title IX, Subtitle A
  - 1. **Student Identification** (722(g)(1)(B)) of the McKinney-Vento Act): Describe the procedures the SEA will use to identify homeless children and youth in the State and to assess their needs.

All LEAs are required to have a local board-approved homeless policy that describes how the LEA will implement the following: definitions, identification, school selection, enrollment, transportation, services, disputes, free meals, eligibility for Title I services, training, coordination, and preschool. To assist in the identification of children and youth without housing, public notice of the education rights of homeless children and youth are to be disseminated and posted where such children and youth receive services. ISDE provides free brochures and posters. The state coordinator local liaison contact information is listed on each poster to provide technical assistance regarding enrollment, identification, and other issues affecting students in homeless situations. Liaisons are also provided assistance from the National Center for Homeless Education toll-free help line. ISDE requires a Housing Questionnaire in which the nighttime living status of every student is assessed by enrollment documentation. Each LEA has an identified liaison responsible for conducting the assessment and verification of homeless children and youth. Once the liaison verifies eligibility of the child or youth, they are reported in the LEA student management system that uploads to the Idaho System for Educational Excellence (ISEE) K-12 longitudinal data management system. Samples are available at http://www.sde.idaho.gov/federalprograms/homeless/index.html

The identification of children and youth experiencing homelessness and assessing their needs is primarily the responsibility of the Local Educational Agencies (LEAs). The ISDE supports identification and needs assessment by:

- Providing annual regional training to local liaisons on the implementation of policies and regular processes for identification of homeless students and assessment of their needs and tracking liaison training;
- ii. Regularly notifying LEAs of training opportunities through the National Center for Homeless Education (NCHE);
- iii. Annually monitoring the needs assessment process for LEAs through monitoring visits and the completion of a self-assessment application;
- iv. Providing a best practice needs assessment worksheet and summary tool from NCHE on the ISDE website at http://www.sde.idaho.gov/federalprograms/homeless/index.html; Assuring that the ISDE State Coordinator is a participating member of the Idaho Continuum of Care, Special Education Advisory Panel, and Idaho HUD Homeless Advisory Council so that identification and needs assessment issues that merge in non-school contexts are appropriately addressed.
- 2. **Dispute Resolution** (722(g)(1)(C) of the McKinney-Vento Act): Describe procedures for the prompt resolution of disputes regarding the educational placement of homeless children and youth.

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All LEA liaisons are familiar with the ISDE dispute resolution policy posted on the ISDE website (www.sde.idaho.gov/federal-programs/homeless/index.html) through annual trainings provided by the state coordinator. All LEAs must have a written dispute resolution process that aligns with the state policy. This requirement is checked during federal program monitoring visits, and when LEAs submit assurances during their annual application for funding Sample letters are provided on the ISDE website. Homeless children and youth are provided all services during the dispute resolution process.

3. **Support for School Personnel** (722(g)(1)(D) of the McKinney-Vento Act): Describe programs for school personnel (including the LEA liaisons for homeless children and youth, principals and other school leaders, attendance officers, teachers, enrollment personnel, and specialized instructional support personnel) to heighten the awareness of such school personnel of the specific needs of homeless children and youth, including runaway and homeless children and youth.

ISDE provides staff development to LEA liaisons, including provisions of the McKinney-Vento Education for Homeless Children and Youth program; related state laws; the special needs of students experiencing homelessness; resource materials; and strategies for training teachers, counselors, support staff, administrators, homeless service providers, advocates, and others.

All liaisons are required to attend annual training on McKinney-Vento to heighten the awareness of the specific needs of children and youth experiencing homelessness, including runaway and other unaccompanied homeless youth. Webinars and trainings are offered by the state and liaisons are regularly notified of trainings throughout the year. Local designated liaisons are required to have annual training for all staff including those in administration, transportation, nutrition, janitorial, nursing, and secretarial work on the needs of homeless children and youth, including runaway youth.

- 4. **Access to Services** (722(g)(1)(F) of the McKinney-Vento Act): Describe procedures that ensure that:
  - i. Homeless children have access to public preschool programs, administered by the SEA or LEA, as provided to other children in the State;
  - ii. Homeless children and youth are identified and accorded equal access to appropriate secondary education and support services, including by identifying and removing barriers that prevent youth described in this clause from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with State, local, and school policies; and
  - iii. Homeless children and youth who meet the relevant eligibility criteria do not face barriers to accessing academic and extracurricular activities, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs, if such programs are available at the State and local levels.

**Public preschool programs:** Idaho Code 33-201 identifies school-aged children as between the ages of five and twenty-one. Idaho does not fund pre-school programs. ISDE's Student Housing Survey (nighttime living status of every student) includes questions about siblings in the family

#### ATTACHMENT 2

and assists with students eligible for secondary education who may not be currently identified. LEA liaisons collaborate with various agencies and service providers who work with homeless children and youth such as the Idaho Department of Health & Welfare, Salvation Army, area shelters, and Community Action Partnership Association of Idaho to make them aware of protections available to homeless, unaccompanied youth. LEA liaisons collaborate with service providers to advocate on behalf of these children and youth to ensure that the students have the opportunity to return to school and participate in these programs. ISDE has established collaboration with Head Start, and the ISDE state coordinator has been appointed to the Idaho Infant and Toddler Council.

**Equal Access to Appropriate Secondary Education and Support Services:** The state coordinator provides training with LEA liaisons pertaining to the critical element of identification of youth who are separated from public schools with equal access, without barriers to full or partial credit. Partnerships with Title I-A and other federal programs are used when available to access online courses, summer school, and tutoring for credit recovery.

In addition to training, Idaho conducts annual monitoring and requires the submission of an annual self-assessment Part of the monitoring process includes requiring evidence that the LEA policy and school processes and procedure ensure that homeless youth receive appropriate credit for full or partial coursework satisfactorily completed while attending public school.

**Eligible Children and Youth Do Not Face Barriers:** Every effort is made by all <u>h</u>omeless liaisons and the state coordinator to include students in all academic and extracurricular activities. LEAs have policies to ensure homeless children and youth who meet the relevant eligibility criteria do not face barriers to accessing academic and extracurricular activities. Outreach is made by the liaison as needed to local support groups to assist with needs students might have to participate in extracurricular activities.

- 5. **Strategies to Address Other Problems** (722(g)(1)(H) of the McKinney-Vento Act): Provide strategies to address other problems with respect to the education of homeless children and youth, including problems resulting from enrollment delays that are caused by
  - i. requirements of immunization and other required health records;
  - ii. residency requirements;
  - iii. lack of birth certificates, school records, or other documentation;
  - iv. guardianship issues; or
  - v. uniform or dress code requirements.

Idaho state and local policies prohibit LEAs from denying a child enrollment for lack of records and include short timelines for obtaining needed records, certifications, and other documents. All LEAs are required to set aside a minimum of 0.25 of 1% of their Title I allocation for homeless students. This can be used for all the above, as needed. ISDE and LEAs use the results of surveys, focus groups, and training evaluations to identify additional barriers caused by enrollment delays. ISDE disseminates information and provides technical assistance on how to remove barriers to school access throughout the state in its resource documents and, trainings. ISDE encourages LEAs to seek aid from local service or charitable organizations to help provide assistance that

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helps meet these needs.

LEA's requiring uniforms must provide these items to enrolled homeless youth LEA's requiring uniforms must provide these items to enrolled homeless youth. In addition, MV Homeless Education Grant funds and homeless set aside funds can used to provide necessary clothing for school dress codes or school activities.

6. **Policies to Remove Barriers** (722(g)(1)(I) of the McKinney-Vento Act): Demonstrate that the SEA and LEAs in the State have developed, and shall review and revise, policies to remove barriers to the identification of homeless children and youth, and the enrollment and retention of homeless children and youth in schools in the State, including barriers to enrollment and retention due to outstanding fees or fines, or absences.

The ISDE and all LEAs must have a current homeless education policy that removes barriers to identification, enrollment, and retention including those due to outstanding fees, fines, or absences of homeless children and youth.

The ISDE State Coordinator for the Education of Homeless Children and Youth will review and recommend revisions to state-level policies or procedures that may create barriers to the identification, enrollment, and retention of students identified as homeless. This review will be conducted in collaboration and coordination with other state and federally funded programs.

The state coordinator will provide regular trainings and ongoing technical assistance to LEA Liaisons on all provisions of the McKinney-Vento Homeless Education Act.

The state coordinator will provide written guidance documents regarding the needs to enroll and retain children and youth who are homeless, including the unique needs of various at-risk and diverse subgroups of students.

Statewide and regional-level trainings will address policies and procedures to assure students remain enrolled in their school of origin for the duration of the school year, regardless of attendance status. These trainings will also focus on strategies to minimize barriers to enrollment and retention related to outstanding fees, fines, or absences.

During annual trainings, local liaisons will bring their current policies to be reviewed. The policies will be examined to determine if these are legal and clear. If needed, policies will be revised to be ready for local board approval. The ISDE requires that LEAs regularly review policies as a best practice, and revise as necessary. Many school districts are working with the Idaho School Boards Association on writing and revising policies.

The ISDE has added monitoring indicators reflecting this requirement to the Federal Programs Monitoring Tool. LEA policies and school processes and procedures are monitored through the federal program monitoring process, which requires specific evidence of compliance, and include a review of district policies and procedures to ensure that homeless students and their families receive education services for which they are eligible.

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7. Assistance from Counselors (722(g)(1)(K)): A description of how youths described in section 725(2) will receive assistance from counselors to advise such youths and prepare and improve the readiness of such youths for college.

The state coordinator works with LEA liaisons and school counselors at the secondary level to make sure homeless youth are receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with state, local, and school policies. An indicator has been added to the monitoring tool to address how youth will receive assistance from counselors to prepare and improve the readiness for college. It is a requirement and an expectation from the ISDE that counselors/liaisons will inform unaccompanied homeless youth of their status as independent students under section 480 of the Higher Education Act of 1965, and that they may obtain assistance from the liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

# **Appendix A** Measurements of Interim Progress

Instructions: Each SEA must include the measurements of interim progress toward meeting the long-term goals for academic achievement, graduation rates, and English language proficiency, set forth in the State's response to Title I, Part A question 4.iii, for all students and separately for each subgroup of students, including those listed in response to question 4.i.a. of this document. For academic achievement and graduation rates, the State's measurements of interim progress must take into account the improvement necessary on such measures to make significant progress in closing statewide proficiency and graduation rate gaps.

# **ATTACHMENT 2**

## a. Academic Achievement

Mathematics - 2023 baseline, 2030 long-term goal, and 2024-2029 interim targets

Mathematics	2023 Baseline	2024	2025	2026	2027	2028	2029	2030 Long-term Goal
All Students	40.6%	41.6%	42.6%	43.6%	44.6%	45.6%	46.6%	47.6%
Economically Disadvantaged	26.7%	27.9%	29.1%	30.3%	31.5%	32.7%	33.9%	35.1%
English Learners	8.3%	9.8%	11.2%	12.7%	14.1%	15.6%	17.1%	18.5%
Students with Disabilities	11.5%	12.9%	14.3%	15.7%	17.2%	18.6%	20.0%	21.4%
American Indian or Alaskan Native	18.7%	20.0%	21.3%	22.6%	24.0%	25.3%	26.6%	27.9%
Asian or Pacific Islander	60.0%	61.0%	62.0%	63.0%	64.0%	65.0%	66.0%	67.0%
Black / African American	17.6%	18.9%	20.3%	21.6%	22.9%	24.2%	25.6%	26.9%
Hispanic or Latino	22.1%	23.4%	24.6%	25.9%	27.2%	28.4%	29.7%	31.0%
Native Hawaiian / Other Pacific Islander	30.0%	31.2%	32.3%	33.5%	34.6%	35.8%	36.9%	38.1%
Two or More Races	42.6%	43.6%	44.6%	45.6%	46.6%	47.6%	48.6%	49.6%
White	45.7%	46.7%	47.7%	48.7%	49.7%	50.7%	51.7%	52.7%

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English Language Arts/Literacy – 2023 baseline, 2030 long-term goal, and 2024-2029 interim targets

ELA/Literacy	2023 Baseline	2024	2025	2026	2027	2028	2029	2030 Long-term Goal
All Students	51.6%	52.6%	53.6%	54.6%	55.6%	56.6%	57.6%	58.6%
Economically Disadvantaged	36.2%	37.4%	38.6%	39.9%	41.1%	42.3%	43.5%	44.7%
English Learners	8.1%	9.7%	11.3%	13.0%	14.6%	16.2%	17.8%	19.5%
Students with Disabilities	13.6%	15.1%	16.7%	18.2%	19.8%	21.3%	22.9%	24.4%
American Indian or Alaskan Native	27.6%	28.9%	30.3%	31.6%	33.0%	34.3%	35.7%	37.0%
Asian or Pacific Islander	65.0%	66.0%	67.0%	68.0%	69.0%	70.0%	71.0%	72.0%
Black / African American	27.9%	29.2%	30.6%	31.9%	33.3%	34.6%	35.9%	37.3%
Hispanic or Latino	33.8%	35.1%	36.3%	37.6%	38.8%	40.1%	41.3%	42.6%
Native Hawaiian / Other Pacific Islander	39.4%	40.6%	41.7%	42.9%	44.1%	45.3%	46.4%	47.6%
Two or More Races	55.7%	56.7%	57.7%	58.7%	59.7%	60.7%	61.7%	62.7%
White	56.4%	57.4%	58.4%	59.4%	60.4%	61.4%	62.4%	63.4%

## **ATTACHMENT 2**

## b. Graduation Rates

4 year Graduation rate – Class of 2022 baseline, Class of 2029 long-term goal, and Class of 2023-Class of 2028 interim targets

\*Reporting of 4 Year graduation rates lags 1 year

4 year Graduation Rate	Class of 2022 Baseline	Class of 2023	Class of 2024	Class of 2025	Class of 2026	Class of 2027	Class of 2028	Class of 2029
All Students	79.9%	80.8%	81.6%	82.5%	83.3%	84.2%	85.0%	85.9%
Economically Disadvantaged	69.6%	70.6%	71.6%	72.6%	73.6%	74.6%	75.6%	76.6%
English Learners	65.4%	66.5%	67.5%	68.6%	69.7%	70.7%	71.8%	72.9%
Students with Disabilities	56.6%	57.8%	59.0%	60.2%	61.4%	62.6%	63.7%	64.9%
American Indian or Alaskan Native	73.4%	74.4%	75.3%	76.3%	77.2%	78.2%	79.1%	80.1%
Asian or Pacific Islander	85.4%	86.3%	87.1%	88.0%	88.8%	89.7%	90.5%	91.4%
Black / African American	69.1%	70.1%	71.1%	72.1%	73.1%	74.2%	75.2%	76.2%
Hispanic or Latino	73.0%	74.0%	74.9%	75.9%	76.8%	77.8%	78.7%	79.7%
Native Hawaiian / Other Pacific Islander	71.6%	72.5%	73.4%	74.2%	75.1%	76.0%	76.9%	77.8%
Two or More Races	76.5%	77.4%	78.3%	79.2%	80.1%	81.0%	81.9%	82.8%
White	81.9%	82.8%	83.6%	84.5%	85.3%	86.2%	87.0%	87.9%

## **ATTACHMENT 2**

5-Year graduation rate long term goals and interim progress goals

\*Reporting of 5 Year graduation rates lags 2 years

5 year Graduation Rate	Class of 2022 Baseline	Class of 2023	Class of 2024	Class of 2025	Class of 2026	Class of 2027	Class of 2028	Class of 2029
All Students	82.5%	83.4%	84.2%	85.1%	85.9%	86.8%	87.6%	88.5%
Economically Disadvantaged	73.0%	74.0%	75.0%	76.0%	77.0%	78.0%	79.0%	80.0%
English Learners	69.3%	70.3%	71.4%	72.4%	73.5%	74.6%	75.6%	76.6%
Students with Disabilities	60.0%	61.2%	62.4%	63.5%	64.7%	65.9%	67.1%	68.3%
American Indian or Alaskan Native	76.0%	77.0%	77.9%	78.9%	79.8%	80.8%	81.7%	82.7%
Asian or Pacific Islander	87.5%	88.4%	89.2%	90.1%	90.9%	91.8%	92.6%	93.5%
Black / African American	72.8%	73.8%	74.8%	75.8%	76.8%	77.8%	78.8%	79.8%
Hispanic or Latino	76.5%	77.4%	78.4%	79.3%	80.3%	81.2%	82.2%	83.1%
Native Hawaiian / Other Pacific Islander	75.6%	76.6%	77.5%	78.5%	79.4%	80.4%	81.3%	82.3%
Two or More Races	79.0%	79.9%	80.8%	81.7%	82.6%	83.5%	84.4%	85.4%
White	84.4%	85.3%	86.1%	87.0%	87.8%	88.7%	89.5%	90.4%

c. Percent of Students Making Expected Progress toward English proficiency 2023 baseline, 2030 long-term goal, and 2024-2029 interim targets

2023 Baseline	2024	2025	2026	2027	2028	2029	2030
55.9%	59.2%	62.5%	65.8%	69.1%	71.4%	73.7%	76.0%

#### **ATTACHMENT 2**

## Appendix B Idaho's Accountability Framework

State satisfaction and engagement survey administered to parents, students, and teachers

## 01. School Category.

- a. Kindergarten through grade eight (K-8): Schools in this category include elementary and middle schools as defined in Subsection 112.05.f.
- b. High Schools, not designated as alternative high schools, as defined in Subsection 112.05.f.
- c. Alternative High Schools

## 02. Academic Measures by School Category.

- a. K-8:
- i. Idaho Standards Achievement Tests (ISAT) Proficiency.
- ii. ISAT growth toward proficiency based on a trajectory model approved by the State Board of Education.
- iii. ISAT proficiency gap closure.
- iv. Idaho statewide reading assessment proficiency.
- v. English Learners achieving English language proficiency.
- vi. English Learners achieving English language growth toward proficiency.
- b. High School:
- i. ISAT proficiency.
- ii. ISAT proficiency gap closure.
- iii. English Learners achieving English language proficiency.
- iv. English Learners achieving English language growth toward proficiency.
- v. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
- vi. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
- c. Alternative High School:
- i. ISAT proficiency.
- ii. English learners achieving English language proficiency.
- iii. English learners achieving English language growth towards proficiency.
- iv. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
- v. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.

## 03. School Quality Measures by School Category.

- a. K-8:
- i. Students in grade 8 enrolled in pre-algebra or higher.
- ii. Communication with parents on student achievement (effective starting in the 2018-2019 school year).
- iii. Chronic absenteeism.
- b. High School:
- College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs.
- ii. Students in grade 9 enrolled in algebra I or higher.

**ATTACHMENT 2** 

- iii. Communication with parents on student achievement (effective starting in the 2018-2019 school year).
- iv. Chronic absenteeism.
- c. Alternative High School:
- i. Credit recovery and accumulation.
- ii. College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs.
- iii. State satisfaction and engagement survey administered to parents, students, and teachers (effective starting in the 2018-2019 school year).
- iv. Communication with parents on student achievement (effective starting in the 2018-2019 school year).
- v. Chronic absenteeism.

#### **ATTACHMENT 2**

## Appendix C GEPA 427 Statement

Information Regarding Equitable Access to and Participation in the Programs included in the Idaho Consolidated State Plan

The Idaho State Department of Education (ISDE) adheres to Section 427 of the General Education Provisions Act (GEPA). In carrying out its educational mission, the Idaho State Department of Education will ensure to the fullest extent possible equitable access to, participation in, and appropriate educational opportunities for individuals served. Federally funded activities, programs, and services will be accessible to all teachers, students and program beneficiaries. The ISDE ensures equal access and participation to all persons regardless of their race, color, ethnicity, religion, national origin, age, citizenship status, disability, gender or sexual orientation in its education programs, services, and/or activities.

For state-level activities as well as all other activities supported by federal assistance through our electronic grant application, ISDE will fully enforce all federal and state laws and regulations designed to ensure equitable access to all program beneficiaries and to overcome barriers to equitable participation. The ISDE will hold LEAs accountable for ensuring equal access and providing reasonable and appropriate accommodations to meet the needs of a diverse group of students, staff, community members and other participants.

Steps taken to ensure equitable access may include, but are not limited to the following; developing and administering a pre-participation survey to all potential participants in order to identify special accommodation needs (i.e., wheelchair access, assistive technology, transportation assistance); holding program related sessions/activities in Americans with Disabilities Act (ADA) accessible and compliant facilities; printing materials in multiple languages, when appropriate; offering multi-lingual services for participants and others as needed and appropriate; responsiveness to cultural differences; fostering a positive school climate through restorative practices; conducting outreach efforts and target marketing to those not likely to participate; making program materials available in braille or via audiotapes, when appropriate; providing assistive technology devices to translate/make accessible grant and program materials for participants requiring such accommodations; using technologies to convey content of program materials; using materials that include strategies for addressing the needs of all participants; pre-program gender and cultural awareness training for participants; development and/or acquisition and dissemination of culturally relevant and sensitive curriculum and informational materials; use of transportation services that include handicapped accommodations; transportation vouchers or other forms of assistance, on an as needed basis, to members (including teachers, students, and families) who must use public transportation to attend program activities.

#### **ATTACHMENT 2**

# **Appendix D** Research Supporting Educator Mentoring Focus

Burkhauser, S., Gates, S. M., Hamilton, L. S., & Ikemoto, G. S. (2012). First-Year Principals in Urban School Districts: How Actions and Working Conditions Relate to Outcomes. Technical Report. Rand Corporation.

Potemski, A., & Matlach, L. (2014). Supporting New Teachers: What Do We Know about Effective State Induction Policies? Policy Snapshot. Center on Great Teachers and Leaders.

Strong, M. (2006). Does new teacher support affect student achievement? (Research Brief). Santa Cruz, CA: New Teacher Center. Retrieved from http://www.newteachercenter.org/sites/default/ files/ntc/main/resources/BRF

Villar, A., & Strong, M. (2007). Is mentoring worth the money? A benefit-cost analysis and five-year rate of return of a comprehensive mentoring program for beginning teachers. ERS Spectrum, 25(3), 1–17.

# **ATTACHMENT 3**

								Which of the following item(s)	)	
								in the proposed addendum		
Submission Date	Please tell us about yourself:	What is your organization?	Organization Name	What is your role?	First Name	Last Name	City	would you like to comment?		Comment
								ESEA section 1111(c)(4)(A)(ii)	)	
								- English Language		
								Proficiency (Alt.		
								Reclassification Criteria)		
								ESEA section		
								3113(b)(2)) - Exit Procedure		
								ESEA section		
								1111(c)(4)(A)(ii) - English		
								Language Proficiency (Intent		
								to Develop an Alternate		
								ACCESS Growth Indicator)		
					Kim	Lickley				
Mar 19, 2025	I am making comments on beh	Local Education Agency (LEA)	Jerome School District	District Administrator	Kim	Lickiey	Jerome	Both.	I support this decision and fee	This is essential for monitoring

#### **IDAHO DEPARTMENT OF EDUCATION**

#### **SUBJECT**

Less Than Ten (10) Students Reported in Average Daily Attendance

## **REFERENCE**

EFERENCE	
:	Superintendent reported to the Board that eight (8) schools requested approval and eight (8) were approved.
October 2018	Superintendent reported to the Board that nine (9) schools requested approval and nine (9) were approved.
October 2019	Superintendent reported to the Board that nine (9) schools requested approval and nine (9) were approved.
	Superintendent reported to the Board that six (6) schools requested approval and six (6) were approved.
October 2021	Superintendent reported to the Board that five (5) schools requested approval and five (5) were approved.
	Superintendent reported to the Board that six (6) schools requested approval and six (6) were approved.
August 2023	Superintendent reported to the Board that eight (8) schools requested approval and eight (8) were approved.
	Superintendent reported to the Board that ten (10) schools requested approval and ten (10) were approved.
	Superintendent reported to the Board that one (1) additional school requested approval and that one (1)

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code 33-1003(2)(f)

#### **BACKGROUND/DISCUSSION**

Idaho Code 33-1003(2)(f) states that "Any elementary school having less than ten (10) pupils in average daily attendance shall not be allowed to participate in state or county support program unless the school has been approved for operation by the State Board of Education." At the November 18, 1999 meeting, the State Board of Education (Board) delegated authority to the State Superintendent of Public Instruction to approve elementary schools to operate with less than ten (10) students in average daily attendance. This motion also required an annual update to the Board reporting which schools made a request to operate with less than ten (10) students in average daily attendance for the upcoming school year.

additional school was approved.

Idaho Code 33-1003(2)(f) requires that any school operating with less than ten (10) students in average daily attendance shall only be allowed to participate in state or county financial support programs if the school has been approved to operate by the State Board of Education.

A report listing the elementary schools that have requested to operate with less than ten students in average daily attendance and whether approval was granted is to be provided to the Board at a meeting.

Ten (10) schools have requested to operate with less than ten students in average daily attendance during the 2025-2026 school year. Superintendent Critchfield has approved all submitted requests. (Attachment 1)

The Superintendent's approval is presented to the Board for verification.

## **IMPACT**

These approved schools will generate state funding for their school districts, per Chapter 10, Title 33, Idaho Code.

#### **ATTACHMENTS**

Attachment 1 – Superintendent Critchfield's approval and list of approved schools

#### STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

#### **BOARD ACTION**

This item is for informational purposes only.

# IDAHO DEPARTMENT OF EDUCATION june 17-18, 2025



Date: April 22, 2025

To: Superintendent Critchfield

From: Julie Oberle

Subject: Approval of Elementary Schools Having Less Than 10 ADA

Idaho Code 33-1003(2)(f) states:

Debbne Critchfield

Minimum Pupils Required. Any elementary school having less than ten (10) pupils in average daily attendance shall not be allowed to participate in the state or county support program unless the school has been approved for operation by the state board of education.

At the November 1999 meeting, the State Board of Education delegated authority to the State Superintendent of Public Instruction to approve elementary schools to operate with less than ten (10) average daily attendance and to report those that were requested and received approval to the State Board of Education.

The attached list contains school districts and elementary schools that have requested approval to operate during the 2025-2026 school year, anticipating there could be less than ten average daily attendance. Upon receiving your approval, I will prepare materials for the June State Board of Education meeting as well as an email to each school district advising them of your approval.

Please let me know if you have any questions or if you would like to discuss.

I, Debbie Critchfield, Superintendent of Public Instruction, approve the attached list of schools to operate during the 2025-2026 school year with less than ten (10) average daily attendance.

Debbie Critchfield, Superintendent of Public Instruction
(208) 332-6800 | 650 W. State St., Boise, ID 83702 | sde.idaho.gov

# 2025-2026 Elementary Schools Approved to Operate with Less than 10 ADA Idaho Code 33-1003(2)(f)

	Building		Estimated	
School District Name	Number	Building Name	Enrollment	Superintendent / Contact
071 Garden Valley	398	Lowman Elementary	4	Hannah Spafford
111 Butte County	438	Howe Elementary	4	Joseph Steele
191 Prairie	491	Prairie Elem-Jr High	5	Brenda Farnsworth (Bus. Mgr)
221 Emmett	710	Ola Elementary	11	Craig Woods
244 Mountain View	1287	Elk City School	8-10	Alicia Holthaus
261 Jerome	297	Jerome Academy	10	Brent Johnson
292 S. Lemhi	765	Tendoy Elementary	< 10	Shane Johnston
321 Madison	1468	Madison Online Elem. (4-6)	10-15	Randy Lords
364 Pleasant Valley	800	Pleasant Valley Elem-Jr Higl	12	Heather Williams
394 Avery	820	Calder School	9	Megan Sindt
416 Three Creek	835	Three Creek Elem-Jr High	5	Shannon Ault (Head Teacher)

TAB	DESCRIPTION	ACTION
1	BAHR – BOISE STATE UNIVERSITY – EMPLOYMENT AGREEMENTS FOR ASSISTANT FOOTBALL COACHES	Action Item
2	BAHR – BOISE STATE UNIVERSITY – EMPLOYMENT AGREEMENT FOR HEAD FOOTBALL COACH	Action Item
3	BAHR – IDAHO STATE UNIVERSITY – AUTHORIZATION FOR A SUBTERRANEAN WATER AND SANITARY SEWER LINE EASEMENT BENEATH BOARD PROPERTY ADJACENT TO ALVIN RICKEN DRIVE IN POCATELLO, IDAHO	Action Item
4	BAHR – UNIVERSITY OF IDAHO – AMENDMENT OF SITE LEASE TO RED STAR COFFEE COMPANY	Action Item
5	BAHR – UNIVERSITY OF IDAHO – AMENDMENT TO LICENSE AGREEMENT WITH AT&T WIRELESS SERVICES	Action Item
6	IDE – EMERGENCY PROVISIONAL CERTIFICATE RECOMMENDATIONS	Action Item
7	IDE – TUITION WAIVER REQUEST FOR PLUMMER- WORLEY JOINT SCHOOL DISTRICT 044 AND WEISER SCHOOL DISTRICT 431	Action Item
8	IDE – REQUEST FOR CONTINUANCE OF REMOTE SCHOOL STATUS FOR ALBION ELEMENTARY SCHOOL (CASSIA SCHOOL DISTRICT) AND ATHOL ELEMENTARY SCHOOL (LAKELAND JOINT SCHOOL DISTRICT)	Action Item
9	IRSA – UNIVERSITY OF IDAHO – DOCTOR OF PSYCHOLOGY IN CLINICAL PSYCHOLOGY – PROFESSIONAL FEE	Action Item

TAB	DESCRIPTION	ACTION
10	IRSA – ESTABLISHED PROGRAM TO STIMULATE COMPETITIVE RESEARCH (EPSCOR) APPOINTMENTS	Action Item
11	PPGA – REQUEST FOR WAIVER OF IDAPA 08.02.02.015.03(b) FOR THREE CREEK ELEMENTARY SCHOOL DISTRICT	Action Item
12	PPGA – BOISE STATE UNIVERSITY – STATE REQUIREMENT CHECK FOR THE REVIEW OF BOISE STATE UNIVERSITY'S EDUCATOR PREPARATION PROVIDER	Action Item
13	PPGA – BRIGHAM YOUNG UNIVERSITY IDAHO – STATE REQUIREMENT CHECK FOR THE REVIEW OF BRIGHAM YOUNG UNIVERSITY-IDAHO'S EDUCATOR PREPARATION PROVIDER	Action Item
14	PPGA – IDAHO STATE UNIVERSITY – STATE REQUIREMENT CHECK FOR THE REVIEW OF IDAHO STATE UNIVERSITY'S EDUCATOR PREPARATION PROVIDER	Action Item
15	PPGA – UNIVERSITY OF IDAHO – STATE REQUIREMENT CHECK FOR THE REVIEW OF UNIVERSITY OF IDAHO'S EDUCATOR PREPARATION PROVIDER	Action Item
16	PPGA – UNIVERSITY OF IDAHO – POLICY UPDATE: FSH 1520 CONSTITUTION OF THE UNIVERSITY FACULTY (V-2 CLAUSE B; V-3, V-4; V-7 CLAUSE A AND V-8)	Action Item
17	PPGA – UNIVERSITY OF IDAHO – POLICY UPDATE: FSH 1580 BYLAWS OF FACULTY SENATE (II-3, III-2, IV-1,2)	Action Item
18	PPGA – UNIVERSITY OF IDAHO – NEW POLICY: FSH 3130 DISRUPTIONS OF UNIVERSITY OPERATIONS	Action Item

TAB	DESCRIPTION	ACTION
19	DATA MANAGEMENT COUNCIL REAPPOINTMENTS	Action Item

#### **BOISE STATE UNIVERSITY**

#### **SUBJECT**

Employment Agreements for Assistant Football Coaches

#### REFERENCE

June 2024 The Board approved two-year employment

agreements for Erik Chinander and Stacy Collins.

## APPLICABLE STATUTE, RULE, OR POLICY

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

#### **BACKGROUND/DISCUSSION**

Boise State is requesting approval of employment agreements with four football assistant coaches/coordinators: Nathaniel Potter - Offensive Coordinator, Erik Chinander - Defensive Coordinator, Stacy Collins - Special Teams Coordinator and Timothy Keane - Run Game Coordinator.

The contracts are similar to the standard issued by Boise State University and are in conformance with the template provided by the Board.

Nathaniel Potter was the Co-Offensive Coordinator for Boise State; a new contract and term is proposed to promote him to Offensive Coordinator. Potter was the team's tight ends coach and run game coordinator in 2022 and 2023 and then added the title of co-offensive coordinator last season, working alongside offensive coordinator, Dirk Koetter. The 2025 season will be Potter's eighth overall as a coach with the Broncos and 12th within the program.

Erik Chinander is currently the Defensive Coordinator at Boise State; an extension to his current contract is proposed. Over the last season, Chinander's first year as Boise State's defensive coordinator, the Broncos finished the year as the nation's leader in sacks and be fifth in the country in tackles for loss. The defense was also the best or among the best in the Mountain West in red zone defense (first), rushing defense (second), scoring defense (second) and first down defense (third). He began his time at Boise State as the assistant head coach/defensive line/defensive run game coordinator in 2023.

Stacy Collins is currently the Special Teams Coordinator at Boise State; an extension to his current contract is proposed. Over the last season in his first season back at Boise State in 2024, Collins helped the Broncos earn a No. 3 seed in the College Football Playoff, win back-to-back Mountain West championships for the first time in program history, and complete the regular season ranked in the nation's top-10.

Timothy Keane is currently the offensive line coach at Boise State; an extension to his contract is proposed to promote him to Run Game Coordinator. Over the last season, Keane mentored an offensive line group that helped Boise State rank fifth in the country in scoring offense, eighth in total offense, eighth in rushing offense, and eighth in first down offense. The offensive line was highlighted by second-team All-American Kage Casey and a unit that paved the way for unanimous All-American Ashton Jeanty.

#### **IMPACT**

Salaries for the assistant coaches are funded with program revenues, media, donations and other non-state funds. Terms are as follows:

#### **Nathaniel Potter**

Term: Two years and approximately two months contract.

Base Compensation: \$460,000 (January 19, 2025 through February 28, 2027)

Buy-Out Provision: If Coach terminates early without cause, he may be required, at University's discretion, to pay liquidated damages as follows: Year 1 (January 19, 2025 – February 28, 2026):

In Conference: \$460,000

Non-Conference: \$230,000

Year 2 (March 1, 2026 - February 28, 2027):

In Conference: \$230,000 Non-Conference: \$115,000

#### **Erik Chinander**

Term Extension: One-year extension to remain a two-year contract.

Base Compensation: Increase to \$550,000 (March 1, 2025 through February 28, 2027)

Buy-Out Provision: If Coach terminates early without cause, he may be required, at University's discretion, to pay liquidated damages as follows:

Year 1 (March 1, 2025 - February 28, 2026):

In Conference: \$550,000 Non-Conference: \$275,000 Professional League: \$137,500

Year 2 (March 1, 2026 – February 28, 2027):

In Conference: \$275,000 Non-Conference: \$137,500 Professional League: \$68,750

## **Stacy Collins**

Term: One-year extension to remain a two-year contract.

Base Compensation: Increase to \$360,000 (March 1, 2025 through

February 28, 2027)

Buy-Out Provision: If Coach terminates early without cause, he may be required, at University's discretion, to pay liquidated damages as follows:

Year 1 (March 1, 2025 – February 28, 2026):

In Conference: \$360,000 Non-Conference: \$180,000 Professional League: \$90,000

Year 2 (March 1, 2026 – February 28, 2027):

In Conference: \$180,000 Non-Conference: \$90,000 Professional League: \$45,000

## **Timothy Keane**

Term: One-year extension to remain a two-year contract.

Base Compensation: Increase to \$350,000 (March 1, 2025 through

February. 28, 2027)

Buy-Out Provision: If Coach terminates early without cause, he may be required, at University's discretion, to pay liquidated damages as follows:

Year 1 (March 1, 2025 – February 28, 2026):

In Conference: \$350,000 Non-Conference: \$175,000 Professional League: \$87,500

Year 2 (March 1, 2026 - February 28, 2027):

In Conference: \$175,000 Non-Conference: \$87,500 Professional League: \$43,750

#### All Coordinators:

## **Pay for Performance - Athletic:**

Regular Season & Non-College Football Playoff ("Non-CFP"	<u>) Bowl Game:</u>
Participates in the Conference Championship Game	4% of salary
Conference Champions	6% of salary
**Non-CFP Bowl Game Win	2% of salary

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

## College Football Playoff ("CFP"):

Participates in a first-round game of the College Football	
Playoff (including a first-round bye)	8% of salary
Participates in a quarterfinal game of the CFP	10% of salary
Participates in the semifinal game of the CFP	12% of salary
Participates in the national championship game of the CFP	16% of salary
College Football Playoff Champions	20% of salary

Maximum Cumulative College Football Playoff Payout 20% of salary

## **Pay for Performance - Academics:**

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate ("APR") ranks nationally within football as follows:

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

All Incentive Pay amounts shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game and Academic ("APR") Achievement Incentive Pay
- b) 20% of salary College Football Playoff ("CFP")

#### **ATTACHMENTS**

- Attachment 1 2019-2023 APR Summary
- Attachment 2 Proposed Contract for Nathaniel Potter
- Attachment 3 Redline of Potter Proposed Contract to Model Agreement
- Attachment 4 Potter Maximum Compensation Calculation
- Attachment 5 Base Salary and Incentive Comparison Offensive Coordinators
- Attachment 6 Liquidated Damages Comparison Offensive Coordinators
- Attachment 7 Proposed Contract Extension for Erik Chinander
- Attachment 8 Executed Employment Contract for Erik Chinander
- Attachment 9 Chinander Maximum Compensation Calculation
- Attachment 10 Base Salary and Incentive Comparison Defensive Coordinators
- Attachment 11 Liquidated Damages Comparison Defensive Coordinators
- Attachment 12 Proposed Contract Extension for Stacy Collins
- Attachment 13 Executed Employment Contract for Stacy Collins
- Attachment 14 Collins Maximum Compensation Calculation
- Attachment 15 Base Salary and Incentive Comparison Special Teams Coord.
- Attachment 16 Liquidated Damages Comparison Special Teams Coordinators
- Attachment 17 Proposed Contract Extension for Timothy Keane
- Attachment 18 Executed Employment Contract for Timothy Keane
- Attachment 19 Keane Maximum Compensation Calculation
- Attachment 20 Base Salary and Incentive Comparison Run Game Coordinator
- Attachment 21 Liquidated Damages Comparison Run Game Coordinators

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Boise State University (BSU) is seeking Board approval of four (4) assistant-coach employment agreements under Board Policy II.H. The proposed contracts follow the Board template, comply with length and compensation limits, and are funded entirely from athletics revenues, media rights, donations, and other non-appropriated sources.

Compliance and market context: All four (4) agreements remain within the Mountain West median for comparable coordinator positions (Attachments: 5, 10, 15, 20) and maintain proportionality in the BSU's football salary pool. Liquidated damages provisions mirror those approved by the Board in 2024, which provides stronger retention leverage for in-conference moves while permitting professional-league advancement at reduced cost. Academic Progress

Rate (APR) incentives align with Board-required academic accountability. BSU football posted a four-year APR of 981 (top quartile) for 2019-2023 (Attachment 1).

Financial impact: No state appropriations are utilized. The BSU Athletics Department projects FY 2025 football revenues sufficient to cover the \$1.72M aggregate base plus any incentives under conservative win-loss and College Football Playoff scenarios; multi-year forecasts assume three (3) percent annual ticket- and media-income growth.

Risk assessment: Contracts are limited to two-year terms, minimizing long-term liability. Buy-out scales, coupled with offset language, protect BSU if a coach departs early. Performance and APR incentives are self-funding, which are paid only after incremental revenues or NCAA distributions are secured.

Board staff finds the contracts consistent with Board policy, financially sustainable, and competitively necessary to retain a collegiate football coaching staff that has accomplished back-to-back Mountain West championships and a 2024 College Football Playoff berth.

Staff recommends approval of the four (4) employment agreements as presented.

## **BOARD ACTION**

I move to approve the request by Boise State University to enter into employment agreements with Nathaniel Potter - Offensive Coordinator, Erik Chinander - Defensive Coordinator, Stacy Collins - Special Teams Coordinator and Timothy Keane - Run Game Coordinator for its football team, as presented in the attached documents.

Moved by Se	conded by	Carried Yes	No
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## **BOISE STATE UNIVERSITY**

Football APR History and National Percentile Rank

## SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2019-20	2020-21	2021-22	2022-23*
Football	983	990	982	976
National % Rank by Sport	80-90	90-100	70-80	70-80

REPORT YEAR
Raw Score for single year
Percentile Rank for Sport

<sup>\* 2023-24</sup> APR release is May 2025

## MULTI-YEAR APR (4-Year Rolling Average)

Football	985	990	988	982

## SINGLE YEAR GRADE POINT AVERAGE (GPA)

	2020-21	2021-22	2022-23	2023-24
Football	3.05	3.03	3.08	3.10

#### **EMPLOYMENT AGREEMENT**

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

#### ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Assistant Coach (the Position) of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Head Coach of the Team (the Head Coach) or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).
- 1.3. <u>Duties</u>. Coach shall serve as the Offensive Coordinator of the Team and shall perform such other related duties in the University's athletic program as the Director may reasonably assign and as may be described elsewhere in this Agreement. There shall be no opportunity for the University to reassign Coach without the written approval of Coach. In the event Coach provided written approval for reassignment, Coach's compensation and benefits shall not be affected by such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease unless Coach remains an on-field Assistant Football Coach.

#### **ARTICLE 2**

- 2.1. <u>Term.</u> This Agreement is for a fixed term appointment of two (2) years and one (1) month commencing on January 19, 2025, and terminating, without further notice to Coach, on February 28, 2027 unless sooner terminated in accordance with other provisions of this Agreement.
- 2.2. Extension or Renewal. This Agreement may be extended or renewed and 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 \$460,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges; provided that any furlough applied to Coach must be applied to

Potter Contract 2025 to 2027 2 all other employees of a comparable level. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

- 3.2 <u>Supplemental Compensation</u>. Each year Coach may be eligible to receive supplemental compensation as follows:
  - 3.2.1 Athletic Achievement Incentive Pay.

## Regular Season & Non-College Football Playoff ("Non-CFP") Bowl

#### Game:

Participates in the Conference Championship Game
Conference Champions

\*\*Non-CFP Bowl Game Win

4% of salary

6% of salary

2% of salary

Maximum Cumulative Regular Season & Non-CFP Payout 10% of

salary

# College Football Playoff ("CFP"):

Participates in a first-round game of the College Football

Playoff (including a first-round bye)

Participates in a quarterfinal game of the CFP

Participates in the semifinal game of the CFP

Participates in the national championship game of the CFP

10% of salary

12% of salary

Participates in the national championship game of the CFP

16% of

salary

College Football Playoff Champions 20% of

salary

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be eligible for supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), except in the event the Team shall participate in a CFP Bowl, then the supplemental compensation relating to winning a non-CFP Bowl game, the category identified by "\*\*" above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

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

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (APR) ranks nationally within football as follows:

Potter Contract 2025 to 2027 3

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

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game and Academic Achievement ("APR") Incentive Pay
- b) 20% of salary College Football Playoff ("CFP")

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above. If Coach is an Assistant Coach for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year. The amount of supplemental compensation in each Contract Year will be earned and payable to Coach only if Coach is employed as Offensive Coordinator of University on the day of the event that is the basis for the University paying the amount.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to,

Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

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

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

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

3.3. <u>Footwear</u>; <u>Apparel</u>; <u>Equipment</u>. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the

University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4. <u>General Conditions of Compensation</u>. 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. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and wellbeing;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the football conference of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.

- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).
- 4.3. <u>Outside Income</u>. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.
- 4.4. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.
- 4.5. <u>Disclosure of Criminal Proceedings, Serious Misconduct and Discipline.</u> Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgement for a felony or misdemeanor (excluding minor traffic violations), has been accused of serious misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual Potter Contract

2025 to 2027

exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.

## **ARTICLE 5**

- 5.1. <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.
- 5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
  - A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
  - b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
  - c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
  - d) Ten (10) working days' absence of Coach from duty without the University's consent;
  - e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
  - f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
  - g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible

violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;

- h) The failure of Coach to report a known deliberate or major 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 deliberate or major 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 any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.
- 5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.
- 5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Offensive Coordinator, that is the basis for the University paying the amount, as set forth in Section 3.2.1. 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 Potter Contract 2025 to 2027

violations occurring at the University or at previous institutions at which Coach was employed.

# 5.2. <u>Termination of Coach due to Resignation or Termination of Head Coach</u>

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

# 5.3. <u>Termination of Coach for Convenience of University.</u>

- 5.3.1. At any time after commencement of this Agreement, the University for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Offensive Coordinator, that is the basis for the University paying the amount, as set forth in Section 3.2.1, as well as, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

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

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

received from the University after the date other employment is obtained, to which Coach is not entitled under this provision.

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

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

# 5.4. <u>Termination by Coach for Convenience</u>.

- 5.4.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.
- 5.4.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.
- 5.4.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination; provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation as set forth in Section 3.2.1 if, and only if, he is the Offensive Coordinator at the time of the event, and participates in the event leading to the supplemental compensation. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

- a) 1.0 if Coach has accepted or before the end of the Term of this Employment Contract accepts, a position as assistant coach or coordinator at any member institution of the Conference; or
- b) 0.5 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach or coordinator at any other (i.e., non-Conference member) institution of higher education in the United States; or

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above.

For clarity, if Coach enters into a contract before the end of the Term of this Employment Contract, to serve in the position as a head coach at any institution of higher education in the United States or for the position as head coach for any team participating in any professional league or conference in the United States or Canada, Coach will not owe the University liquidated damages. Coach shall owe no liquidated damages to the University if Coach terminates this Agreement for convenience to commence employment other than as described above.

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

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

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

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

5.4.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur

administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. For clarity, this Section 5.3 shall not apply if Coach terminates this Agreement to accept employment that is not Similar or Related Employment. This Section 5.3. is also inapplicable if Coach terminates this Agreement because of a material breach by the University.

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

## 5.5. <u>Termination due to Disability or Death of Coach.</u>

- 5.5.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the Position, or dies.
- 5.5.2. If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.
- 5.5.3. If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the Position, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University.
- 5.6. <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.7. <u>No Liability</u>. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party

or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8. <u>Waiver of Rights</u>. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, and the University policies.

### **ARTICLE 6**

- 6.1. <u>Approval</u>. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.
- 6.2. <u>University Property</u>. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3. <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Governing Law</u>. 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. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8. <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9. <u>Confidentiality</u>. 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. <u>Notices</u>. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University

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

with a copy to:

Boise State University

Office of the President 1910 University Drive Boise, Idaho 83725-1000

Coach: Nathaniel Potter

Last known address on file with

University's Human Resource Services

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

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CONSENT - BAHR TAB 1

- 6.11. <u>Headings</u>. 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. <u>Binding Effect.</u> 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. <u>Non-Use of Names and Trademarks</u>. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.
- 6.14. <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15. <u>Entire Agreement</u>; <u>Amendments</u>. 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.
- 6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University	Coach
Jeramiah Dickey Director of Athletics	Nathaniel Potter
Date	Date
Dr. Jeremiah Shinn Interim President	
Date	

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CONSENT - BAHR TAB 1

# CONSENT JUNE 17-18, 2025 ATTACHMENT 2

Approved by the Idaho State Board of Education on the \_\_\_\_ day of June, 2025.

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**CONSENT - BAHR** TAB 1

# CONSENT JUNE 17-18, 2025

#### **ATTACHMENT 3**

#### EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and <a href="Nathaniel Potter">Nathaniel Potter</a> (Coach).

#### ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Assistant Coach (the Position) of its intercollegiate [Sport] team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's Head Coach of the Team (the Head Coach) or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).
- 1.3. <u>Duties</u>. Coach shall serve as the <u>Assistant CoachOffensive Coordinator</u> of the Team and shall perform such other <u>related</u> duties in the University's athletic program as the Director may <u>reasonably</u> assign and as may be described elsewhere in this Agreement. <u>The There shall be no opportunity for the University shall have the right, at any time, to reassign Coach to duties at without the <u>University other than as assistant coachwritten approval of Coach. In the Team, event Coach provided that Coach's written approval for reassignment, Coach's compensation and benefits shall not be affected by <u>any</u> such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease <u>unless Coach remains an onfield Assistant Football Coach.</u></u></u>

#### ARTICLE 2

- 2.1. <u>Term.</u> This Agreement is for a fixed term appointment of <u>[number] ( #-two (2)</u> years <u>and one (1) month</u> commencing on <u>Month #, 20##January 19, 2025</u>, and terminating, without further notice to Coach, on <u>Month ##, 20#February 28, 2027</u> unless sooner terminated in accordance with other provisions of this Agreement.
- 2.2. Extension or Renewal. This Agreement may be extended or renewed 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.

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#### 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 \$460,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; andCoachand
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature.
   A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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- 3.2 <u>Supplemental Compensation</u>. Each year Coach may be eligible to receive supplemental compensation as follows:
  - 3.2.1 Athletic Achievement Incentive Pay.

### Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game:

Participates in the Conference Championship Game	4% of salary
Conference Champions	6% of salary
**Non-CFP Bowl Game Win	2% of salary

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

#### **College Football Playoff ("CFP"):**

College Football Playoff Champions

Participates in a first-round game of the College Footb	<u>all</u>
Playoff (including a first-round bye)	8% of salary
Participates in a quarterfinal game of the CFP	10% of salary
Participates in the semifinal game of the CFP	12% of salary
Participates in the national championship game of the	CFP 16% of salary

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be eligible for supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), except in the event the Team shall participate in a CFP Bowl, then the supplemental compensation relating to winning a non-CFP Bowl game, the category identified by "\*\*" above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in <a href="Month-20##">Month-20##</a>, February, as long as the Coach remains continuously employed as the <a href="Assistant-CoachOffensive Coordinator">Assistant-CoachOffensive Coordinator</a> on that date.

#### 3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (APR) ranks nationally within <a href="XXfootball">XXfootball</a> as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to \*\frac{\times 3}{2}\times of salary; or
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to ×4% of salary; or

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- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to  $\times 5$ % of salary; or
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to ¥6% of salary.

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary Regular Season & Non-College Football Playoff
  ("Non-CFP") Bowl Game and Academic Achievement ("APR")
  Incentive Pay
- b) 20% of salary College Football Playoff ("CFP")

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above. If Coach is an Assistant Coach for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year. The amount of supplemental compensation in each Contract Year will be earned and payable to Coach only if Coach is employed as Offensive Coordinator of University on the day of the event that is the basis for the University paying the amount.

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

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

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

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

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

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#### ARTICLE 4

- 4.1. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and wellbeing;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the [Sport] football conference of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.
- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

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- 4.3. <u>Outside Income</u>. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.
- 4.4. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.
- 4.5. <u>Disclosure of Criminal Proceedings, Serious Misconduct and Discipline</u>. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgement for a felony or misdemeanor, (excluding minor traffic violations), has been accused of serious misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.

## ARTICLE 5

- 5.1. <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.
- 5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
  - A 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;

NamePotter Contract 20##2025 to 20##2027

- 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;
- Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- 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 <u>deliberate or major</u> 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) AA deliberate or major 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 any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.
- 5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with

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notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

- 5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Offensive Coordinator, that is the basis for the University paying the amount, as set forth in Section 3.2.1. The University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4. If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

#### 5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of XXFebruary following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of XXFebruary following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

#### 5.3. Termination of Coach for Convenience of University.

- 5.3.1. At any time after commencement of this Agreement, the University for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Offensive Coordinator, that is the basis for the University paying the amount, as set forth in Section 3.2.1, as well as, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

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

Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained, to which Coach is not entitled under this provision.

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

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

#### 5.4. <u>Termination by Coach for Convenience</u>.

- 5.4.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.
- 5.4.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

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5.4.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination—; provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation as set forth in Section 3.2.1 if, and only if, he is the Offensive Coordinator at the time of the event, and participates in the event leading to the supplemental compensation. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

- a) 1.0 if Coach has accepted or before the end of the Term of this Employment Contract accepts, a position as assistant coach or coordinator at any member institution of the Conference; or
- 0.5 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach or coordinator at any other (i.e., non-Conference member) institution of higher education in the United States; or
- e) 0.25 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach for any SPORT team participating in any professional league or conference in the United States or Canada.

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above.

For clarity, if Coach enters into a contract before the end of the Term of this Employment Contract, to serve in the position as a head coach at any institution of higher education in the United <a href="StatesorStates or">StatesorStates or</a> for the position as head coach for any team participating in any professional league or conference in the United States or Canada, Coach will not owe the University liquidated damages. Coach shall owe no liquidated damages to the University if Coach terminates this Agreement for convenience to commence employment other than as described above.

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

If Coach terminates this Agreement for convenience and does not immediately commence other employment as described above, and therefore does not pay the liquidated damages, but then at a future date within the remaining term of this Agreement, or enters into an agreement to commence in the future, other employment as described above, then liquidated

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damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment.

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

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

- 5.4.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. For clarity, this Section 5.3 shall not apply if Coach terminates this Agreement to accept employment that is not Similar or Related Employment. This Section 5.3. is also inapplicable if Coach terminates this Agreement because of a material breach by the University.
- 5.4.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

#### 5.5. <u>Termination due to Disability or Death of Coach.</u>

- 5.5.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the Position, or dies.
- 5.5.2. If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.
- 5.5.3. If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the Position, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University.

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- 5.6. <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.7. <u>No Liability</u>. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.8. Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, and the University policies.

#### ARTICLE 6

- 6.1. <u>Approval</u>. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.
- 6.2. <u>University Property</u>. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3. <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4. <u>Waiver</u>. 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

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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. <u>Severability</u>. 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. <u>Governing Law</u>. 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. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8. <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9. <u>Confidentiality</u>. 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. <u>Notices</u>. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University

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

with a copy to:

Boise State University

Office of the President 1910 University Drive Boise, Idaho 83725-1000

Coach: ——Nathaniel Potter

Last known address on file with University's Human Resource Services

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

- 6.11. <u>Headings</u>. 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. <u>Binding Effect.</u> 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. <u>Non-Use of Names and Trademarks</u>. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.
- 6.14. <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15. <u>Entire Agreement; Amendments.</u> 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.
- 6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University	Coach
Jeramiah Dickey Director of Athletics	Name of Coach Nathaniel Potter
Date	Date
Dr. Marlene Tromp President	
NamePotter Contract 20##2025 to 20##2027	

Date

Approved by the Idaho State Board of Education on the day of June, 2025.



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# CONSENT JUNE 17-18, 2025 ATTACHMENT 4

# **Coach Nathaniel Potter Maximum Compensation Calculation - 2025-2027**

		_	Year 1	Year 2
3.1.1a	Annual Base Salary		\$ 460,000	\$ 460,000
	Additional Pay based on Regular Season & Non-			
3.2.1 &	College Football Playoff ("Non-CFP") Bowl Game &			
3.2.2	Academic Achievement (max cumulative payout)		\$ 46,000	\$ 46,000
	Additional Pay based on College Football Playoff			
3.2.1	("CFP") (max cumulative payout)		\$ 92,000	\$ 92,000
	Total Maximum potential annual compensation			
	under Employment Agreement		\$ 598,000	\$ 598,000

# Salary and Incentive Comparisions Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives
Mike Thiessen	Air Force	Unknown	Unknown
Nate Potter	Boise State	\$ 460,000	See Contract
Matt Mumme	Colorado State	\$ 280,000	Unknown
Josh Davis	Fresno State	Unknown	Unknown
None listed	Hawaii	Unknown	Unknown
David Gilbertson	Nevada	\$ 120,000	Unknown
Jason Beck	New Mexico	\$ 400,000	4. Incentive Salary: An incentive payment is a direct payment over and above the Coach's base salary, in an amount to be determined by the DIA subject to the approval of the University President or designee and subject to availability of funds. Coach is eligible for an incentive payment upon achieving performance criteria established by the DIA in the DIA's exclusive discretion, and which are subject to annual review and revision by the DIA. Coach will be eligible for such incentive salary payments after the inentive is earned. Incentive payments, if any, will be paid no later than ninety (90) from the DIA's determination that the specified criteria have been met. In order to be eligible for incentive payments under this provision, Coach must be currently employed by the University at the time that the incentive payment is earned. Coach understands and agrees that incentive payments, if any, are taxable compensation to Coach and that Coach is solely responsible for the tax consequences associated therewith.
Matt Johnson	San Diego State	\$ 215,000	Unknown
Craig Stutzmann	San Jose State	\$ 380,000	Unknown
Corey Dennis	UNLV	\$ 300,000	Unknown
Kevin McGiven	Utah State	Unknown	Unknown
Jay Johnson	Wyoming	\$ 400,008	Unknown

# Liquidated Damages Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Mike Thiessen	Air Force	Unknown	Unknown	Unknown	Unknown	Unknown
Nate Potter	Boise State	see contract	\$ 460,000	No	None	None
Matt Mumme	Colorado State	At will	\$ 280,000	Unknown	Unknown	Unknown
Josh Davis	Fresno State	Unknown	Unknown	Unknown	Unknown	Unknown
None listed	Hawaii	Unknown	Unknown	Unknown	Unknown	Unknown
David Gilbertson	Nevada	Unknown	Unknown	Unknown	Unknown	Unknown
Jason Beck	New Mexico	2 years (ending 1/28/26)	\$ 415,000	Yes	Tied to years in contract	12. Termination by Request of Coach: Coach may terminate this Contract at any time upon written notice to the DIA. In the event that Coach terminates this Contract pursuant to this Section, the University shall have no further liability except for base salary and benefits accrued to the date of termination. Coach understands and agrees that termination of this Contract pursuant to this Section prior to the expiration of the Contract Term will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, if Coach terminates this Contract during Contract Year One then Coach shall pay the University liquidated damages, and not as a penalty, a sum equal to fifty percent (50%) of the Coach's base salary for the remainder of the Contract Term within sixty (60) days of the termination of this Contract. If Coach terminates this Contract during Contract Year Two then Coach shall pay the University liquidated damages, and not as a penalty, a sum equal to fifty-percent (50%) of the Coach's base salary for the remainder of the Contract Term within sixty (60) days of the termination of this Contract. Liquidated damages may be modified to a lesser amount at the discretion of the DIA, with approval of the University President.
Matt Johnson	San Diego State	Unknown	Unknown	Unknown	Unknown	Unknown
Craig Stutzmann	San Jose State	Unknown	\$ 380,000	Unknown	Unknown	Unknown
Corey Dennis	UNLV	Unknown	\$ 300,000	Unknown	Unknown	Unknown

# Liquidated Damages Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Kevin Mcgiven	Utah State	Unknown	Unknown	Unknown	Unknown	Unknown
Jay Johnson	Wyoming	Unknown	Unknown	Unknown	Unknown	Unknown

\*Sliding Scale, Flat Rate, Tied to years in contract

# EMPLOYMENT AGREEMENT AMENDMENT – EXTENSION

This Amendment is effective as of the date of final signature below by and between Boise State University (the University) and Erik Chinander (Coach). The following terms and conditions amend and extend the Employment Agreement between the parties.

- 1. Section 2.1 is amended to extend the Term by one year; the Term will now terminate on February 28, 2027.
- 2. Section 3.1.1.a is amended to increase the annual salary to \$550,000 for the period beginning March 1, 2025.
- 3. For clarity, Section 5.4.3 remains the same and pursuant to this extension, the Term ends February 28, 2027.
- 4. All other terms and conditions shall also remain unchanged.

University	Coach
Jeramiah Dickey Director of Athletics	Erik Chinander
Date	Date
Dr. Jeremiah Shinn Interim President	-
Date	_
Approved by the Idaho State Board of E	ducation on the day of June, 2025.

### EMPLOYMENT AGREEMENT

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

#### ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Defensive Coordinator (the Position) of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's Head Coach of the Team (the Head Coach) or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).
- 1.3. <u>Duties</u>. Coach shall serve as the Defensive Coordinator of the Team and shall perform such other related duties in the University's athletic program as the Director may reasonably assign and as may be described elsewhere in this Agreement. There shall be no opportunity for the University to reassign Coach without the written approval of Coach. In the event Coach provided written approval for reassignment, Coaches compensation and benefits shall not be affected by such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease unless Coach remains an on-field Assistant Football Coach.

#### ARTICLE 2

- 2.1. <u>Term.</u> This Agreement is for a fixed term appointment of two (2) years and approximately two (2) months, commencing on January 8, 2024 and terminating, without further notice to Coach, on February 28, 2026 unless sooner terminated in accordance with other provisions of this Agreement.
- 2.2. Extension or Renewal. This Agreement may be extended or renewed 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 annualized salary of \$440,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

- 3.2 <u>Supplemental Compensation</u>. Each year Coach may be eligible to receive supplemental compensation as follows:
  - 3.2.1 Athletic Achievement Incentive Pay.

## Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game:

Participates in the Conference Championship Game	4% of salary
Conference Champions	6% of salary
**Non-CFP Bowl Game Win	2% of salary

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

# **College Football Playoff ("CFP"):**

Participates in a first-round game of the College Football

Playoff (including a first-round bye)	8% of salary
Participates in a quarterfinal game of the CFP	10% of salary
Participates in the semifinal game of the CFP	12% of salary
Participates in the national championship game of the CFP	16% of salary
College Football Playoff Champions	20% of salary

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be eligible for supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), except in the event the Team shall participate in a CFP Bowl, then the supplemental compensation relating to winning a non-CFP Bowl game, the category identified by "\*\*" above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

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

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (APR) ranks nationally within football as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; **or**

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

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game and Academic Achievement ("APR") Incentive Pay
- b) 20% of salary College Football Playoff ("CFP")

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

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

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

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

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

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

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

Chinander Contract 2024 to 2026 5

#### **ARTICLE 4**

- 4.1. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and wellbeing;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the football conference of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.
- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

- 4.3. <u>Outside Income</u>. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.
- 4.4. 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 providing prior notice to the Director at least 24 hours before such interview or negotiation.
- 4.5. <u>Disclosure of Criminal Proceedings, Serious Misconduct and Discipline</u>. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgement for a felony or misdemeanor, has been accused of serious misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.

#### **ARTICLE 5**

- 5.1. <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.
- 5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
  - a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- g) 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 any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.
- 5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension,

reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

- 5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4. If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

## 5.2. Termination of Coach due to Disabled or Deceased of Head Coach

In the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

## 5.3. Termination of Coach for Convenience of University.

- 5.3.1. At any time after commencement of this Agreement, the University for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the otherwise unexpired term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

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

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

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

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

### 5.4. Termination by Coach for Convenience.

- 5.4.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.
- 5.4.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.
- 5.4.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

- a) 1.0 if Coach has accepted or before the end of the Term of this Employment Contract accepts, a position as assistant coach or coordinator at any member institution of the Conference; or
- b) 0.5 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach or coordinator at any other (i.e., non-Conference member) institution of higher education in the United States; or
- c) 0.25 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach for any football team participating in any professional league or conference in the United States or Canada.

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above. Notwithstanding the foregoing, Coach shall owe no liquidated damages to the University if the effective date of termination occurs following the final game of the final season of the Term.

For clarity, if Coach enters into a contract before the end of the Term of this Employment Contract, to serve in the position as a head coach at any institution of higher education in the United States or for the position as head coach for any team participating in any professional league or conference in the United States or Canada, Coach will not owe the University liquidated damages. Coach shall owe no liquidated damages to the University if Coach terminates this Agreement for convenience to commence employment other than as described above.

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

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

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

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

5.4.4. The parties have both been represented by legal counsel in the contract

negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. For clarity, this Section 5.3 shall not apply if Coach terminates this Agreement to accept employment that is not Similar or Related Employment. This Section 5.3. is also inapplicable if Coach terminates this Agreement because of a material breach by the University.

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

### 5.5. Termination due to Disability or Death of Coach.

- 5.5.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the Position, or dies.
- 5.5.2. If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.
- 5.5.3. If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the Position, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University.
- 5.6. <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.7. <u>No Liability</u>. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8. Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, and the University policies.

#### ARTICLE 6

- 6.1. <u>Approval</u>. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.
- 6.2. <u>University Property</u>. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3. <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Governing Law.</u> 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. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

- 6.8. <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9. <u>Confidentiality</u>. 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. <u>Notices</u>. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University

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

with a copy to:

Boise State University

Office of the President 1910 University Drive Boise, Idaho 83725-1000

Coach: Erik Chinander

Last known address on file with

University's Human Resource Services

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

- 6.11. <u>Headings</u>. 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. <u>Binding Effect.</u> 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. <u>Non-Use of Names and Trademarks</u>. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the

## CONSENT JUNE 17-18, 2025

**ATTACHMENT 8** 

University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

- 6.14. <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board.
- 6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University	Coacn
Jeramiah Dickey (Jun 25, 2024 20:20 MDT)  Jeramiah Dickey  Director of Athletics	Erik Guner Nun 25, 2024 20:07 MDT) Erik Chinander
06/25/2024	06/25/2024
Date	Date
m =	
Dr. Marlene Tromp	<del></del>
President	
07/15/2024	
Date	

Approved by the Idaho State Board of Education on the 12th day of June, 2024

# CONSENT JUNE 17-18, 2025

# **Coach Erik Chinander Maximum Compensation Calculation - 2025-2027**

			Year 1		Year 2
3.1.1a	Annual Base Salary	\$	550,000	\$	550,000
2218	Additional Pay based on Regular Season & Non-				
3.2.1 &	College Football Playoff ("Non-CFP") Bowl Game &				
3.2.2	Academic Achievement (max cumulative payout)	\$	55,000	Ş	55,000
	Additional Pay based on College Football Playoff				
3.2.1	("CFP") (max cumulative payout)	\$	110,000	\$	110,000
	Total Maximum potential annual compensation				
	under Employment Agreement	\$	715,000	\$	715,000

#### Salary and Incentive Comparisions Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives	
Brian Knorr	Air Force	Unknown	Unknown	
Erik Chinander	Boise State	\$ 550,000	See Contract	
Robert Livingston	Colorado State	\$ 800,000	Unknown	
Nick Benedetto	Fresno State	Unknown	Unknown	
Dennis Thurman	Hawaii	\$ 250,000	Unknown	
Kane Ioane	Nevada	\$ 300,000	At the discretion of the Athletic Director, with the approval of the president or their designee, for each year that the Program's single year APR is 940 or above, or as established by the NCAA or the Conference, whichever is the higher, Employee may earn the additional amounts, not subject to COLA, retirement contributions, or retirement deductions, set forth below for the Program achieving the following:  a. The highest of the following:     For a Conference Championship Game Appearance     For winning the Conference Championship Game  b. The highest of the following:     For participation in a Bowl Game     For winning a Bowl Game     For winning a Bowl Game     For winning a NY6 Bowl Game     For participation in a NY6 Bowl Game     For participation in the College Football Playoff (CFP)     For advancing to a CFP Quater-final Game     \$25,000     For advancing to a CFP Semi-final Game     \$30,000     For participation in the National Championship Game     \$35,000     For winning the National Championship Game     \$40,000	

# CONSENT Salary and Incentive Comparisipponte app XX80, 20025 in Mountain West Conference

## **ATTACHMENT 10**

Joe Morris	New Mexico	\$ 215,000	As provided in Section 3.3 of the Agreement, and subject to all limitations or restrictions contain in the Agreement, NMSU will pay Supplemental Incentive Compensation to Coach in the event Coach successfully accomplish the performance incentives listed below during each sport season (no more than once per fiscal year), provided that, at the time of the event, sufficient unallocated funds are available.   • \$5,000 upon win over UNM • \$5,000 upon win over UNM • \$5,000 upon winning Conference Championship • \$10,000 for qualifying and being invited to a Bowl Game • \$10,000 upon being nationally ranked at the end of the year by the AP or USA Today • \$25,000 upon National Championship win
Rob Aurich	San Diego State	\$ 220,000	Unknown
Derrick Odum	San Jose State	\$ 369,024	Unknown
Zach Arnett	UNLV	\$ 350,000	Unknown
Nick Howell	Utah State	Unknown	Unknown
Aaron Bohl	Wyoming	\$ 250,008	EMPLOYEE may be eligible, from time to time during the term of this Agreement, to receive supplemental compensation for performance resulting in a coach qualifying for an incentive payment provided in that coach's contract. The amount of the supplemental compensation, the timing of the payment and the source of funding for the supplemental compensation shall be determined by the Director of Intercollegiate Athletics in consultation with the coach.

#### Liquidated Damages Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Total Comp	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Brian Knorr	Air Force	Unknown	Unknown	Unknown	Unknown	Unknown
Erik Chinander	Boise State	See Contract	\$ 550,000.00	Yes	Tied to years in contract	See Contract
Robert Livingston	Colorado State	2 Years (ending 12/31/27)	\$ 800,000.00	Unknown	Unknown	Unknown
Nick Benedetto	Fresno State	Unknown	Unknown	Unknown	Unknown	Unknown
Dennis Thurman	Hawaii	2 year (1/15/24- 1/14/26)	\$ 250,002.00	Yes	Tied to years in contract	Head Football Coach as set forth in Section 9.A, then Coach shall pay the University as liquidated damages, a lump sum amount equal to one hundred percent (100%) of Coach's then annual base salary within ninety (90) days of the date on which the termination occurs. This payment is the University's exclusive remedy subject to Coach also complying with Coach's obligations under Sections 8.A.vi, and 10. Coach shall not be liable or responsible for any other damages or loss to University, and the liquidated damage amount to be paid by Coach to University is in lieu of any and all other legal remedies or equitable relief and without regard to any mitigation of damages or loss that University obtains. i. In addition to the payment of liquidated damages as provided above in the event of a termination by the Coach, Coach will be obligated to reimburse University for any non-work related expenses incurred by Coach and paid through University.  ii. Other than outlined in this Section, the Coach shall have no other

# Liquidated Damages Head XX Coaches in Mountain West Conference

				Liquidated		
		Length of		Damages		
Coach	School	Contract	Total Comp	Clause?	Type of L.D. Clause	Amount(s) over time
						obligation to the University. Specifically, the Coach shall not be
						obligated to pay anything more or other than the liquidated damages calculated above as of the date of termination.
						The parties 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 his employment at University, which are extremely difficult to determine with certainty, or fairly or
						adequately, and that the University may incur financial expenses and
						losses and suffer other injuries or damages as a result of Coach's
						termination of this Agreement, which are extremely difficult to
						determine with certainty, or fairly or adequately.
						determine with certainty, or failing or adequatery.
						If the Employee terminates this Agreement for convenience on or before December 31, 2025, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee, as appointed in employee's sole discretion, shall pay to the University, as liquidated damages and not a penalty, an amount equal to 50% of the remainder of Employee's Salary. The Employee's appointment of a designee does not relieve Employee of the obligation to pay the liquidated damages, if the designee does not pay the liquidated damages, if the designee does not pay the liquidated damages as stated in this Article 6.2.a.2.  The liquidated damages shall be due and payable within 60 calendar days of the effective date of the termination, or in accordance with a payment schedule agreed upon by the President of the University
Kane loane	Nevada	2 Year (12/18/2023 - 12/31/25)	\$ 310,000	Yes	Tied to years in contract	and the Employee in writing, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.  In the event the Employee terminates this Agreement for convenience in order to take a head coach position in collegiate football in the United States, an FBS Play Calling Coordinator position or any full time coaching position with the National Football League, which position the University is able to confirm to its satisfaction, in its sole discretion, through Employee's new employer, this Article 6.2.a.2 shall be waived.  6.2.a.3 Not a Penalty The parties have both been represented by, or had the opportunity to consuit with, legal counsel in the negotiation of this Agreement 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 Employee, that the University will lose the benefit of its investment in the Employee, and that the University will prove the parties of the propose terminates this Agreement for convenience, all of which amounts are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Employee is University's sole remedy and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for any and all
Joe Morris	New Mexico	1.5 year (1/16/24- 6/30/25)	\$ 215,000	Yes	Tied to years in contract	(a) In the event Coach unilaterally terminates the Agreement, either expressly or constructively, without permission, Coach acknowledges that the NMSU will be irreparably harmed and agrees to pay to NMSU, as liquidated damages, a sum of money to be determined by the following formula: the number of months remaining in the term of the Agreement from the unilateral termination to the Expiration Date multiplied by the Coach's monthly base salary (annual salary divided by 12) multiplied by 0.1. In the event of a voluntary termination by Coach without permission, Coach will not be entitled to receive any further compensation or leave pay outs, or other benefits under this Agreement, and will be liable to NMSU only for damages as provided by law for breach of contract. In the determination of damages, Coach will not be entitled to an offset for salary and benefits not paid for the remainder of the term of the Agreement.  (c) Notwithstanding the foregoing, the parties agree that upon a public formal announcement that the Head Coach will be leaving the program, or upon the actual departure of the Head Coach will be leaving the program, or upon the actual departure of the Head Coach will be leaving the program, or upon the actual departure of the Head Coach from the program, Coach is released from any obligation to pay damages of any kind in the event of a voluntary termination by Coach occurring after the announcement or actual departure of Head Coach.

Coach	School	Length of Contract	Total Comp	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Rob Aurich	San Diego State	2 year (ending 2/28/25)	\$ 220,008	Unknown	Unknown	Unknown
Derrick Odum	San Jose State	Unknown	\$ 369,024	Unknown	Unknown	Unknown
Zach Arnett	UNLV	Unknown	\$ 350,000	Unknown	Unknown	Unknown
Nick Howell	Utah State	Unknown	Unknown	Unknown	Unknown	Unknown
Aaron Bohl	Wyoming	1 Year (ending 2/28/25)	\$ 250,008	Yes	Sliding Scale	Excluding termination under Paragraph 7 a through e above, if in the judgment of the Director of Intercollegiate Athletics, with the concurrence of the President, the best interests of the UNIVERSITY would be served by terminating EMPLOYEE'S appointment prior to the ending date of this Agreement, such termination may be effected immediately. In such event, the UNIVERSITY'S liability for any damages or payments created by this appointment shall be limited to any salary owing for the remaining term of this Agreement. If EMPLOYEE takes another position in collegiate or professional athletics during the Agreement period, the amount of damages owed by UNIVERSITY shall be limited to the difference between the base salary owed by the UNIVERSITY pursuant to this Paragraph and the base salary earned through new employment. If the EMPLOYEE'S new employment provides a greater base salary than the UNIVERSITY base salary, the UNIVERSITY'S obligation to pay shall cease immediately upon the EMPLOYEE'S acceptance of the new position.

\*Sliding Scale, Flat Rate, Tied to years in contract

# EMPLOYMENT AGREEMENT AMENDMENT – EXTENSION

This Amendment is effective as of the date of final signature below by and between Boise State University (the University) and Stacy Collins (Coach). The following terms and conditions amend and extend the Employment Agreement between the parties.

- 1. Section 2.1 is amended to extend the Term by one year; the Term will now terminate on February 28, 2027.
- 2. Section 3.1.1.a is amended to increase the annual salary to \$360,000 for the period beginning March 1, 2025.
- 3. For clarity, Section 5.4.3 remains the same and pursuant to this extension, the Term ends February 28, 2027.
- 4. All other terms and conditions shall also remain unchanged.

University	Coach
Jeramiah Dickey Director of Athletics	Stacy Collins
Date	
Dr. Jeremiah Shinn Interim President	_
Date	_
Approved by the Idaho State Board of E	Education on the day of May, 2025.

#### EMPLOYMENT AGREEMENT

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

#### ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Assistant Head Coach Special Teams Coordinator / Linebackers (the Position) of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's Head Coach of the Team (the Head Coach) or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).
- 1.3. <u>Duties</u>. Coach shall serve as the Assistant Head Coach Special Teams Coordinator / Linebackers of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. There shall be no opportunity for the University to reassign Coach without the written approval of Coach. In the event Coach provided written approval for reassignment, Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease unless Coach remains an onfield Assistant Football Coach.

#### ARTICLE 2

- 2.1. <u>Term.</u> This Agreement is for a fixed term appointment of two (2) years and approximately two (2) months, commencing on January 12, 2024 and terminating, without further notice to Coach, on February 28, 2026 unless sooner terminated in accordance with other provisions of this Agreement.
- 2.2. Extension or Renewal. This Agreement may be extended or renewed solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

#### ARTICLE 3

## 3.1. Regular Compensation.

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

- a) An annual salary of \$350,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) A one-time signing bonus payment of \$15,000 will be paid after the execution of this agreement; and
- c) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- d) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- e) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges; provided that any furlough applied to Coach must be applied to all other employees of a comparable level.

In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

- 3.2 <u>Supplemental Compensation</u>. Each year Coach shall be paid supplemental compensation as follows:
  - 3.2.1 Athletic Achievement Incentive Pay.

# Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game:

Participates in the Conference Championship Game	4% of salary
Conference Champions	6% of salary
**Non-CFP Bowl Game Win	2% of salary

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

### **College Football Playoff ("CFP"):**

Participates in a first-round game of the College Football

Playoff (including a first-round bye)

Participates in a quarterfinal game of the CFP

Participates in the semifinal game of the CFP

Participates in the national championship game of the CFP

College Football Playoff Champions

8% of salary

10% of salary

12% of salary

20% of salary

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be paid supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), provided Coach is employed by University as an Assistant Football Coach at time of each event above.

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

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (APR) ranks nationally within football as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; **or**

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

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game and Academic Achievement ("APR") Incentive Pay
- b) 20% of salary College Football Playoff ("CFP")

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

The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

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

- 3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.
  - a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or

clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

- b) If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:
  - i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
  - ii. Payment for the University's facilities; and
  - iii. Provision proof of liability insurance.

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

- 3.3. Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.
- 3.4. General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### ARTICLE 4

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

- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and wellbeing;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the football conference of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.
- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).
- 4.3. <u>Outside Income</u>. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably Collins Contract

2024 to 2026

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satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

- 4.4. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.
- 4.5. <u>Disclosure of Criminal Proceedings, Serious Misconduct and Discipline</u>. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgement for a felony or misdemeanor, has been accused of serious misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.

#### ARTICLE 5

- 5.1. <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.
- 5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
  - a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
  - b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
  - c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the

Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.
- 5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

- 5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4. If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.
  - 5.2. Reserved.
  - 5.3. Termination of Coach for Convenience of University.
- 5.3.1. At any time after commencement of this Agreement, the University for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach shall be paid any supplemental compensation (subject to the maximums described above), provided Coach was employed by University as an Assistant Football Coach at time of the event and participated in the event.

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

Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained unless the compensation was earned and accrued but not yet paid at the time of termination.

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

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

## 5.4. Termination by Coach for Convenience.

- 5.4.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.
- 5.4.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.
- 5.4.3. If Coach terminates this Agreement for convenience at any time, University shall pay Coach through Coach's last day of employment and pay any Supplemental Compensation earned and accrued through participation in a qualifying event, but not yet paid at the effective date of the termination. 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, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:
  - a) 1.0 if Coach has accepted or before the end of the Term of this Employment Contract accepts, a position as assistant coach or coordinator at any member institution of the Conference; or
  - b) 0.5 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach or coordinator at any other (i.e., non-Conference member) institution of higher education in the United States; or

c) 0.25 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach for any football team participating in any professional league or conference in the United States or Canada.

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above. Notwithstanding the foregoing, Coach shall owe no liquidated damages to the University if the effective date of termination occurs following the final game of the final season of the Term.

For clarity, if Coach enters into a contract before the end of the Term of this Employment Contract, to serve in the position as a head coach at any institution of higher education in the United States or for the position as head coach for any team participating in any professional league or conference in the United States or Canada, Coach will not owe the University liquidated damages. Coach shall owe no liquidated damages to the University if Coach terminates this Agreement for convenience to commence employment other than as described above.

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

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

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

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

5.4.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty.

For clarity, this Section 5.3 shall not apply if Coach terminates this Agreement to accept employment that is not Similar or Related Employment. This Section 5.3. is also inapplicable if Coach terminates this Agreement because of a material breach by the University.

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

# 5.5. <u>Termination due to Disability or Death of Coach.</u>

- 5.5.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the Position, or dies.
- 5.5.2. If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.
- 5.5.3. If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the Position, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University.
- 5.6. <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.7. <u>No Liability</u>. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.8. Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, and the University policies.

#### ARTICLE 6

- 6.1. <u>Approval</u>. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.
- 6.2. <u>University Property</u>. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3. <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8. <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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

the University: Boise State University

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

with a copy to:

Boise State University

Office of the President 1910 University Drive Boise, Idaho 83725-1000

Coach: Stacy Collins

Last known address on file with

University's Human Resource Services

with a copy to: Pete Roussel via pete.roussel@suite615.com

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

- 6.11. <u>Headings</u>. 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. <u>Binding Effect.</u> 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. <u>Non-Use of Names and Trademarks</u>. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.
- 6.14. <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.

# CONSENT JUNE 17-18, 2025

#### **ATTACHMENT 13**

- 6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board.
- 6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University	Coach
Jeramiah Dickey  Jeramiah Dickey  Director of Athletics	Stacy Collins Stacy Collins (Jun 25, 2024 11:07 MDT) Stacy Collins
06/25/2024	06/25/2024
Date	Date
m -	
Dr. Marlene Tromp	
President	
07/15/2024	

Approved by the Idaho State Board of Education on the 12th day of June, 2024.

Collins Contract 2024 to 2026 15

Date

## CONSENT JUNE 17-18, 2025 ATTACHMENT 14

## **Coach Stacy Collins Maximum Compensation Calculation - 2025-2027**

			Year 1	Year 2
3.1.1a	Annual Base Salary	\$	360,000	\$ 360,000
	Additional Pay based on Regular Season & Non-			
3.2.1 &	College Football Playoff ("Non-CFP") Bowl Game &			
3.2.2	Academic Achievement (max cumulative payout)	\$	36,000	\$ 36,000
	Additional Pay based on College Football Playoff			
3.2.1	("CFP") (max cumulative payout)	\$	72,000	\$ 72,000
	Total Maximum potential annual compensation			
	under Employment Agreement	\$	468,000	\$ 468,000

## **ATTACHMENT 15**

Salary and Incentive Comparisions Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives	Updated January 2025
Tim Horton	Air Force	Unknown	Unknown	
Stacy Collins	Boise State	\$ 360,000	See contract	
Tommy Perry	Colorado State	\$ 159,750.00	Unknown	
John Baxter	Fresno State	\$ 219,080.00	<ul> <li>a. Base Salary. The base salary paid by the University to Employee for their services and the satisfactory performance of the terms and conditions of this Appointment Letter in the position of Assistant Football Coach: Special Teams Coordinator, will be at the rate of \$18,257.00 per month or \$219,080.00 on an annual basis, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of this appointment.</li> <li>2) Affiliated Conference Success <ul> <li>a) Eight percent (8%) of current annual base salary if Mountain West Conference or at-large bowl game participant</li> <li>b) Ten percent (10%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Division Champions</li> <li>c) Twelve percent (12%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Championship game winner</li> <li>d) Sixteen percent (16%) of current base salary if Mountain West Conference Championship game winner and BCS/CFP bowl game participant</li> </ul> </li> <li>Only one may be awarded</li> <li>The performance relating to the Mountain West Conference (MWC) ranking will be evaluated at the conclusion of the MWC regular season (excluding the MWC Championship contest). However, the national rankings will be concluded at the end of the regular season contests for all Division I FBS conferences.</li> </ul>	based on last year's contract
Thomas Sheffield	Hawaii	\$ 187,506.00	Unknown	
Parker Henry	Nevada	\$ 120,000	Unknown	
<u>Daniel Da Prato</u>	New Mexico	Unknown	Unknown	
Zac Barton	San Diego State	\$300,000	Unknown	

## **ATTACHMENT 15**

Salary and Incentive Comparisions Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives	Updated January 2025
Not listed	San Jose State	Unknown	Unknown	
Adam Scheier	UNLV	Unknown	Unknown	
Shane Hunter	Utah State	Unknown	Unknown	
Shannon Moore/Benny Boyd	Wyoming	\$ 165,000	Unknown	

## Liquidated Damages Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract		Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time	
Tim Horton	Air Force	Unknown		Unknown	Unknown	Unknown	Unknown	
Stacy Collins	Boise State	see contract	\$	360,000	Yes	Tied to years in contract	See contract	
Tommy Perry	Colorado State	At Will	\$	159,750.00	Unknown	Unknown	Unknown	
John Baxter	Fresno State	1 year - 2/1/23- 1/31/24	\$	223,880	Yes	Percentage	a) If the Employee resigns his position as Assistant Football Coach: Special Teams Coordinator before the conclusion of the 2023 football season including post-season competition, Employee will pay the Fresno Althletic Corporation ('Althletic Corporation') an early departure fee equal to 50% of his current annual base salary within 30 days of the effective date of the resignation.  Amounts owed to the Althletic Corporation shall be paid in full no later than 30 days from the effective date of the resignation.	*Basec
Thomas Sheffield	Hawaii	Unknown	\$	187,506	Unknown	Tied to years in contract	3. TERMINATION OF AGREEMENT BY COACH.  A. Coach may terminate this Agreement without legal or equitable penalty (including any payment of liquidated damages as referenced below) by giving verbal and written notice to the Athletics Director and Head Football Coach after six (5) months of continuous employment of the term set forth in Section 2A above.  B. If Coach voluntarily terminates this Agreement prior to six (6) months of continuous employment of the term set forth in Section 2A above and without providing verbal and written notice to the Athletics Director and Head Football Coach as set forth in Section 9A, then Coach shall pay the University as liquidated damages, a lump sum amount equal to one hundred percent (100%) of Coach's then annual base salary within inelty (90) days of the date on which the termination occurs. This payment is the University's exclusive remedy subject to Coach also complying with Coach's obligations under Sections 8.Avi, and 10. Coach shall not be liable or responsible for any other damages or loss to University, and the liquidated damage amount to be paid by Coach to University is in lieu of any and all other legal remedies or equitable relief and without regard to any mitigation of damages or loss that University obtains.	Based
							<ol> <li>In addition to the payment of fiquidated damages as provided above in the event of a termination by the Coach, Coach will be obligated to reimburse University for any non-work related expenses incurred by Coach and paid through University.</li> </ol>	
Parker Henry	Nevada	At Will	\$	120,000	Unknown	Unknown	Unknown	
Daniel Da Prato	New Mexico	Unknown		Unknown	Unknown	Unknown	Unknown	
Zac Barton	San Diego State	2 year - ending 2/28/25	,	\$300,000	Unknown	Unknown	Unknown	
Not listed	San Jose State	Unknown		Unknown	Unknown	Unknown	Unknown	
Adam Scheier	UNLV	Unknown		Unknown	Unknown	Unknown	Unknown	
Shane Hunter	Utah State	Unknown		Unknown	Unknown	Unknown	Unknown	
								1

\*Sliding Scale, Flat Rate, Tied to years in contract

## **CONSENT - BAHR TAB 1**

Updated January 2025

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## EMPLOYMENT AGREEMENT AMENDMENT – EXTENSION

This Amendment is effective as of the date of final signature below by and between Boise State University (the University) and Timothy Keane (Coach). The following terms and conditions amend and extend the Employment Agreement between the parties.

- 1. Section 1.1 is amended to change the Coach's title to Assistant Coach / Run Game Coordinator (the Position).
- 2. Section 2.1 is amended to extend the Term by one year; the Term will now terminate on February 28, 2027.
- 3. Section 3.1.1.a is amended to increase the annual salary to \$350,000 for the period beginning March 1, 2025.
- 4. For clarity, Section 5.4.3 remains the same and pursuant to this extension, the Term ends February 28, 2027.
- 5. All other terms and conditions shall also remain unchanged.

University	Coach
Jeramiah Dickey Director of Athletics	Timothy Keane
Date	Date
Dr. Jeremiah Shinn Interim President	
Date	_
Approved by the Idaho State Board of E	Education on the day of May, 2025.

#### EMPLOYMENT AGREEMENT

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

#### ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Assistant Coach (the Position) of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's Head Coach of the Team (the Head Coach) or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).
- 1.3. <u>Duties</u>. Coach shall serve as the Assistant Coach of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.

## ARTICLE 2

- 2.1. <u>Term.</u> This Agreement is for a fixed term appointment of two (2) years and approximately two (2) months, commencing on January 8, 2024 and terminating, without further notice to Coach, on February 28, 2026 unless sooner terminated in accordance with other provisions of this Agreement.
- 2.2. <u>Extension or Renewal.</u> This Agreement may be extended or renewed solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

#### ARTICLE 3

### 3.1. Regular Compensation.

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

- a) An annual salary of \$260,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

- 3.2 <u>Supplemental Compensation</u>. Each year Coach may be eligible to receive supplemental compensation as follows:
  - 3.2.1 Athletic Achievement Incentive Pay.

## Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game:

Participates in the Conference Championship Game	4% of salary
Conference Champions	6% of salary
**Non-CFP Bowl Game Win	2% of salary

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

## **College Football Playoff ("CFP"):**

Participates in a first-round game of the College Football

Playoff (including a first-round bye)	8% of salary
Participates in a quarterfinal game of the CFP	10% of salary
Participates in the semifinal game of the CFP	12% of salary
Participates in the national championship game of the CFP	16% of salary
College Football Playoff Champions	20% of salary

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be eligible for supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), except in the event the Team shall participate in a CFP Bowl, then the supplemental compensation relating to winning a non-CFP Bowl game, the category identified by "\*\*" above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

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

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (APR) ranks nationally within football as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; **or**

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

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game and Academic Achievement ("APR") Incentive Pay
- b) 20% of salary College Football Playoff ("CFP")

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

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

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

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

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

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

- 3.3. <u>Footwear; Apparel; Equipment.</u> Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.
- 3.4. General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

#### **ARTICLE 4**

- 4.1. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and wellbeing;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the football conference of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.
- 4.2 <u>Outside Activities</u>. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Head Coach and the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

- 4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.
- 4.4. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.
- 4.5. <u>Disclosure of Criminal Proceedings, Serious Misconduct and Discipline</u>. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgement for a felony or misdemeanor, has been accused of serious misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.

#### **ARTICLE 5**

- 5.1. <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.
- 5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
  - a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.
- 5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with Keane Contract

2024 to 2026 8 notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

- 5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.
- 5.1.4. If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

## 5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

#### 5.3. <u>Termination of Coach for Convenience of University.</u>

- 5.3.1. At any time after commencement of this Agreement, the University for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

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

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

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

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

## 5.4. <u>Termination by Coach for Convenience</u>.

- 5.4.1. Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement term.
- 5.4.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.
- 5.4.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

- a) 1.0 if Coach has accepted or before the end of the Term of this Employment Contract accepts, a position as assistant coach or coordinator at any member institution of the Conference; or
- b) 0.5 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach or coordinator at any other (i.e., non-Conference member) institution of higher education in the United States; or
- c) 0.25 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach for any football team participating in any professional league or conference in the United States or Canada.

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above.

For clarity, if Coach enters into a contract before the end of the Term of this Employment Contract, to serve in the position as a head coach at any institution of higher education in the United States or for the position as head coach for any team participating in any professional league or conference in the United States or Canada, Coach will not owe the University liquidated damages. Coach shall owe no liquidated damages to the University if Coach terminates this Agreement for convenience to commence employment other than as described above.

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

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

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

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

5.4.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in

obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. For clarity, this Section 5.3 shall not apply if Coach terminates this Agreement to accept employment that is not Similar or Related Employment. This Section 5.3 is also inapplicable if Coach terminates this Agreement because of a material breach by the University.

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

#### 5.5. <u>Termination due to Disability or Death of Coach.</u>

- 5.5.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the Position, or dies.
- 5.5.2. If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.
- 5.5.3. If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the Position, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University.
- 5.6. <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.7. <u>No Liability</u>. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.
- 5.8. <u>Waiver of Rights</u>. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this

Agreement for good or adequate cause, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, and the University policies.

#### ARTICLE 6

- 6.1. <u>Approval</u>. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.
- 6.2. <u>University Property</u>. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3. <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.
- 6.8. <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor,

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

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

the University: Boise State University

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

with a copy to:

Boise State University

Office of the President 1910 University Drive Boise, Idaho 83725-1000

Coach: Timothy Keane

Last known address on file with

University's Human Resource Services

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

- 6.11. <u>Headings</u>. 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. <u>Binding Effect.</u> 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. <u>Non-Use of Names and Trademarks</u>. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

- 6.14. <u>No Third Party Beneficiaries</u>. 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.
- 6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University	Coach	
Jeramiah Dickey (May 30, 2024 12:53 MDT)  Jeramiah Dickey  Director of Athletics	Timothy Keane  Timothy Keane (May 30, 2024 11:06 MDT)  Timothy Keane	
05/30/2024	05/30/2024	
Date	Date	
m-		
Dr. Marlene Tromp President		
07/15/2024		
Date		

## CONSENT JUNE 17-18, 2025 ATTACHMENT 19

## **Coach Timothy Keane Maximum Compensation Calculation - 2025-2027**

			Year 1	Year 2
3.1.1a	Annual Base Salary	\$	350,000	\$ 350,000
	Additional Pay based on Regular Season & Non-			
3.2.1 &	College Football Playoff ("Non-CFP") Bowl Game &			
3.2.2	Academic Achievement (max cumulative payout)	\$	35,000	\$ 35,000
	Additional Pay based on College Football Playoff			
3.2.1	("CFP") (max cumulative payout)	\$	70,000	\$ 70,000
	Total Maximum potential annual compensation			
	under Employment Agreement	\$	455,000	\$ 455,000

#### **ATTACHMENT 20**

**Updated January 2025** 

Salary and Incentive Comparisions Head XX Coaches in Mountain West Conference

School **Base Salary** Coach **Incentives** NA Air Force NA NA \$ Tim Keane Boise State 350,000 See contract \$ Bill Best Colorado State 230,000 Unknown NA Fresno State NA NA NA NA Hawaii NA At the discretion of the Athletic Director, with the approval of the president or their designee, for each year that the Program's single year APR is 940 or above, or as established by the NCAA or the Conference, whichever is the higher, Employee may earn the additional amounts, not subject to COLA, retirement contributions, or retirement deductions, set forth below for the Program achieving the following: The highest of the following:
 For a Conference Championship Game Appearance \$5.000 For winning the Conference Championship Game \$10,000 **Brian Armstrong** Nevada 290,000 b. The highest of the following: For participation in a Bowl Game \$5,000 For winning a Bowl Game \$10,000 For participation in a NY6 Bowl Game For winning a NY6 Bowl Game For participation in the College Football Playoff (CFP) \$20,000 \$25,000 \$20,000 For advancing to a CFP Quarter-final Game \$25,000 For advancing to a CFP Semi-final Game \$30,000 For participation in the National Championship Game For winning the National Championship Game \$35,000 \$40,000 NA NA NA New Mexico Mike Schmidt San Diego State \$ 225,000 Unknown Mike Judge San Jose State Unknown Unknown

CONSENT - BAHR TAB 1

## **CONSENT**

## Salary and Incentive Comparisions Feat XX coaches in Mountain West Conference

## **ATTACHMENT 20**

Coach	School	Base Salary	Incentives	Updated January 2025
Adrian Mayes	UNLV	\$ 175,000	Unknown	
Mario Acitelli	Utah State	Unknown	Unknown	
NA	Wyoming	NA	NA	

## Liquidated Damages Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
NA	Air Force	NA	NA	NA	NA	NA
Tim Keane	Boise State	See contract	See contract	See contract	See contract	See contract
Bill Best	Colorado State	Unknown	\$ 230,000	Unknown	Unknown	Unknown
NA	Fresno State	NA	NA	NA	NA	NA .
NA	Hawaii	NA	NA	NA	NA	NA
Brian Armstrong	Nevada	2 years (ending 12/31/25)	\$ 300,000	Yes	Tied to years in contract	If the Employee terminates this Agreement for convenience on or before December 31, 2025, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee, as appointed in employee's sole discretion, shall pay to the University, as liquidated damages and not a penalty, an amount equal to 50% of the remainder of Employee's Salary. The Employee's appointment of a designee does not relieve Employee of the obligation to pay the liquidated damages; if the designee does not pay the liquidated damages, stated in this Article 6.2 a.2.  The liquidated damages shall be due and payable within 60 calendar days of the effective date of the termination, or in accordance with a payment schedule agreed upon by the President of the University and the Employee in writing, and any urgaid amount shall bear simple interest at a rate of eight (8) percent per annul until paid.  In the event the Employee terminates this Agreement for convenience in order to take a head coach position in collegiate football in the United States, an FBS Play Calling Coordinator position or any full time coaching position with the National Football Legage, which position the University is able to confirm to its astisfaction, in its sole discretion, through Employee's new employer, this Article 6.2 a 2 shall be waited.
NA	New Mexico	NA	NA	NA	NA	NA .
Mike Schmidt	San Diego State	2 years ending 2/28/26	\$225,000	Unknown	Unknown	Unknown
Mike Judge	San Jose State	Unknown	Unknown	Unknown	Unknown	Unknown
Adrian Mayes	UNLV	Unknown	Unknown	Unknown	Unknown	Unknown
Mario Acitelli	Utah State	Unknown	Unknown	Unknown	Unknown	Unknown
NA	Wyoming	NA	NA	NA	NA	NA NA

Sliding Scale, Flat Rate, Tie to years in contract Updated January 2025

#### **BOISE STATE UNIVERSITY**

#### **SUBJECT**

Employment Agreement for Head Football Coach

#### REFERENCE

June 2024

The Board approved a five-year and three-month employment agreement with Coach Danielson.

### APPLICABLE STATUTE, RULE, OR POLICY

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

#### **BACKGROUND/DISCUSSION**

Boise State is requesting approval of an employment agreement extension for their Head Football Coach - Spencer Danielson.

The contract is similar to the standard issued by Boise State University and is in conformance with the template provided by the Board.

Danielson became the 12th head coach in Boise State football history on December 3, 2023, following a three-week stint as interim head coach. He guided the Broncos to three straight wins and a Mountain West championship, making history as the first interim FBS head coach to win a conference title game in 2023.

The former Boise State defensive coordinator followed up his interim stint with a 2024 season in which he led the nationally-ranked Broncos to the program's first College Football Playoff appearance, back-to-back Mountain West championships for a program-first, and was named the Mountain West Coach of the Year after leading the team to a 12-win season – their most wins in a single-season since 2019. The 2024 season also saw Boise State be ranked in the top-10 in the nation in several offensive categories – including fifth in scoring offense and eighth in total offense – and among the best in the Mountain West in major defensive categories. The team featured junior running back Ashton Jeanty, who became the program's first Maxwell Award and Doak Walker Award winner. Jeanty, who fell only 27 rushing yards shy of matching Barry Sanders' single-season FBS record, was also a Heisman Trophy runner-up.

#### **IMPACT**

The salary for the head coach is funded with program revenues, media, donations and other non-state funds. Terms are as follows:

Term Extension: One-year extension to remain a five-year contract, ending February 28, 2030.

Base Compensation: Salary increase to:

```
Year 2 - March 1, 2025 - February 28, 2026 = $2,000,000;
Year 3 - March 1, 2026 - February 28, 2027 = $2,100,000;
Year 4 - March 1, 2027 - February 29, 2028 = $2,200,000;
Year 5 - March 1, 2028 - February 28, 2029 = $2,300,000;
Year 6 - March 1, 2029 - February 28, 2030 = $2,400,000;
```

Buy-Out Provision: If Coach terminates early without cause, he may be required, at University's discretion, to pay liquidated damages as follows:

- (a) \$3,500,000 if the Agreement is terminated on or before February 28, 2026; and
- (b) \$3,000,000 if the Agreement is terminated between March 1, 2026 and February 28, 2027 inclusive; and
- (b) \$2,500,000 if the Agreement is terminated between March 1, 2027 and February 29, 2028 inclusive; and
- (c) \$2,000,000 if the Agreement is terminated between March 1, 2028 and February 28, 2029, inclusive; and
- (d) \$1,000,000 if the Agreement is terminated between March 1, 2029 and February 28, 2030, inclusive.

All other terms and conditions remain unchanged.

## **ATTACHMENTS**

Attachment 1 – 2019-2023 APR Summary

Attachment 2 – Proposed Contract Extension for Spencer Danielson

Attachment 3 – Executed Employment Contract for Spencer Danielson

Attachment 4 – Danielson Maximum Compensation Calculation

Attachment 5 – Base Salary and Incentive Comparison – Head Coaches

Attachment 6 – Liquidated Damages Comparison – Head Coaches

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Boise State University (BSU) is requesting Board approval of a one (1) year extension to Head Football Coach Spencer Danielson's contract, maintaining the five (5) year term length through February 28, 2030, and adjusting base pay and liquidated-damages provisions. The amendment follows the Board-approved template and remains fully funded with athletics revenue, media rights, donations, and other non-appropriated sources.

Policy Compliance & Market Context: Board Policy II.H: Contract length remains at the five (5) year maximum and the amendment requires Board approval. Market comparison (Attachment 5) shows the adjusted salary moves Coach Danielson from lower-third to mid-range among Group-of-Five peers that have appeared in the College Football Playoff, while still well below the Mountain West's "Power 4" transition benchmark. Buy-out schedule strengthens retention in the near term and protects BSU's investment in football programs momentum.

APR performance: Football four-year APR of 981 (Attachment 1) meets Board academic-progress expectations; academic-incentive language remains unchanged

Financial Impact: BSU Athletics projects FY2026 football revenues sufficient to cover the \$2 M base plus potential incentives under conservative ticket-sales and College Football Playoff revenue assumptions. Multi-year proformas show department cash flow remaining positive with scheduled media-rights escalators and donor commitments.

Risk Assessment: Extension preserves coaching stability after consecutive Mountain West titles and the program's first College Football Playoff berth, mitigating competitive and recruiting risks. Liquidated-damage escalation offsets salary increase, reducing early-departure exposure. Contract retains offset and mitigation language should the coach be terminated for cause or accept comparable employment elsewhere.

Board staff finds the proposed amendment to BSU Head Football Coach Spencer Danielson's contract consistent with Board policy, financially sustainable, and strategically important to maintain the program's recent competitive success with back-to-back Mountain West Championships and College Football Playoff appearance.

Staff recommends approval of the employment-agreement extension for Head Coach Spencer Danielson as presented.

#### **BOARD ACTION**

I move to approve the request by Boise State University to enter into the employment agreement extension with Spencer Danielson as the head coach for its football team, as presented in the attached documents.

	0 1 11	0 1 137	
Moved by	Seconded by	Carried Yes	No

#### **BOISE STATE UNIVERSITY**

Football APR History and National Percentile Rank

## SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2019-20	2020-21	2021-22	2022-23*
Football	983	990	982	976
National % Rank by Sport	80-90	90-100	70-80	70-80

REPORT YEAR		
Raw Score for single year		
Percentile Rank for Sport		

<sup>\* 2023-24</sup> APR release is May 2025

## MULTI-YEAR APR (4-Year Rolling Average)

Football	985	990	988	982

## SINGLE YEAR GRADE POINT AVERAGE (GPA)

	2020-21	2021-22	2022-23	2023-24
Football	3.05	3.03	3.08	3.10

## EMPLOYMENT AGREEMENT AMENDMENT – EXTENSION

This Amendment is effective as of the date of final signature below by and between Boise State University (the University) and Spencer Danielson (Coach). The following terms and conditions amend and extend the Employment Agreement between the parties.

- 1. Section 2.1 is amended to extend the Term by one year; the Term will now terminate on February 28, 2030.
- 2. Section 3.1.1.a is amended to increase the annual salary as follows:

```
Year 2 - March 1, 2025 - February 28, 2026 = $2,000,000;
```

Year 3 - March 1, 2026 - February 28, 2027 = \$2,100,000;

Year 4 - March 1, 2027 - February 29, 2028 = \$2,200,000;

Year 5 - March 1, 2028 - February 28, 2029 = \$2,300,000;

Year 6 - March 1, 2029 - February 28, 2030 = \$2,400,000;

- 3. Section 5.3.3 is amended to the Coach shall pay to the University, as liquidated damages and not a penalty, the following sum:
  - (a) \$3,500,000 if the Agreement is terminated on or before February 28, 2026; and
  - (b) \$3,000,000 if the Agreement is terminated between March 1, 2026 and February 28, 2027 inclusive; and
  - (b) \$2,500,000 if the Agreement is terminated between March 1, 2027 and February 29, 2028 inclusive; and
  - (c) \$2,000,000 if the Agreement is terminated between March 1, 2028 and February 28, 2029, inclusive; and
  - (d) \$1,000,000 if the Agreement is terminated between March 1, 2029 and February 28, 2030, inclusive.
- 4. All other terms and conditions shall also remain unchanged.

University	Coach		
Jeramiah Dickey Director of Athletics	Spencer Danielson		
Date	Date		
Dr. Jeremiah Shinn Interim President			
Date			

## CONSENT JUNE 17-18, 2025 ATTACHMENT 2

Approved by the Idaho State Board of Education on the \_\_\_\_ day of June, 2025.

Name Contract 20## to 20## 2

**CONSENT - BAHR** TAB 2

#### **EMPLOYMENT AGREEMENT**

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

#### ARTICLE 1

- 1.1. <u>Employment</u>. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (the Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.
- 1.2. <u>Reporting Relationship</u>. Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of the Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the President).
- 1.3. <u>Duties</u>. 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. In addition to the duties described herein, Coach will be wholly committed to development of student-athletes, and their athletic and academic success, in addition to overall program success.

#### ARTICLE 2

- 2.1. <u>Term.</u> This Agreement is for a fixed-term appointment of five (5) years and approximately three (3) months, commencing on December 10, 2023 and terminating, without further notice to Coach, on February 28, 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 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 as follows:

```
Year 1 - December 10, 2023 - February 29, 2024 = $249,617.20
March 1, 2024 - February 28, 2025 = $1,100,000;
```

Year 2 - March 1, 2025 - February 28, 2026 = \$1,200,000;

Year 3 - March 1, 2026 – February 28, 2027 = \$1,300,000;

Year 4 - March 1, 2027 – February 29, 2028 = \$1,400,000;

Year 5 - March 1, 2028 - February 28, 2029 = \$1,500,000;

payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board;

- b) A one-time signing bonus payment of \$35,000 will be paid within thirty (30) days after the execution of this agreement and final Board of Education approval.
- c) A one-time retention bonus of \$300,000 paid on the first regular pay date in April 2027, if Coach is still employed as the Head Coach by the University on that date.
- d) A one-time retention bonus of \$200,000 paid on the first regular pay date in February 2029, if Coach is still employed as the Head Coach by the University on that date.
- e) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- f) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and

- g) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- h) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits; and
- i) Spouse travel to all away games, post-season bowl games and, at the invitation of the Director, other special events; and
- j) Spouse and children travel to post-season bowl games; and
- k) Ten (10) complimentary tickets (football, basketball, and otherwise, including parking passes) to University sporting events.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges; provided that any furlough applied to Coach must be applied to all other University head coaches of intercollegiate athletic teams.. 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 <u>Supplemental Compensation</u>. Each year Coach may be eligible to receive supplemental compensation while Coach is continuously employed as the Head Coach, as follows:
  - 3.2.1 Athletic Achievement Incentive Pay.

## Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game:

Team wins sixth (6th) Conference game against a Mountain West Conference (Conference) opponent 1% of salary

Team wins seventh (7th) Conference game against a Conference opponent 1% of salary

Team wins eighth (8th) Conference game against a Conference opponent 2% of salary

Team wins game against a Power 4 conference opponent in a non-Conference, regular season game

2% of salary

Team Participates in the Conference Championship Game 4% of salary
Team prevails as the Conference Champions 6% of salary
\*\*Team participates in a non-CFP Bowl Game 1% of salary
\*\*Team participates in & prevails in Non-CFP Bowl Game 2% of salary

Maximum Cumulative Regular Season & Non-CFP Payout \$200,000

### **College Football Playoff ("CFP"):**

Team participates in a first-round game of the College Foo	tball
Playoff (including a first-round bye)	8% of salary
Team participates in a quarterfinal game of the CFP	10% of salary
Team participates in the semifinal game of the CFP	12% of salary
Team participates in the national championship game	
of the CFP	16% of salary
Team prevails as the College Football Playoff Champions	20% of salary
	•
Maximum Cumulative College Football Playoff Payout	20% of salary

#### Coach of the Year:

Couch of the Tears	
Coach earns Conference Coach of the Year	2% of salary
Coach earns AFCA Regional Coach of the Year	2% of salary
Coach earns National Coach of the Year	4% of salary

Maximum Coach of the Year Payout 8% of salary

Coach shall be eligible for supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), except in the event the Team shall participate in a CFP Bowl, then the supplemental compensation relating to participation in a non-CFP Bowl game, the two categories identified by "\*\*" above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

As set forth in the contingency of continuous employment and participation in the event leading to supplemental compensation under each **bolded** category, any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in February, as long as Coach remains continuously employed as the Head Coach on that date on which the respective Athletic Achievement was attained.

#### 3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate ("APR") ranks nationally within football as follows:

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

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year, as those contract years are outlined in 3.1.1(a):

- a) \$200,000 Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game and Academic Achievement ("APR") Incentive Pay
- b) 20% of salary College Football Playoff ("CFP")
- c) 8% of salary Coach of the Year

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above. If Coach is head coach for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year. The amount of supplemental compensation in each Contract Year will be earned by and payable to Coach only if Coach is employed as the Head Coach of University on the day of the event that is the basis for the University paying the amount.

Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

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

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

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

3.3. <u>Footwear; Apparel; Equipment.</u> Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income

to the University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

#### **ARTICLE 4**

- 4.1. <u>Coach's Specific Duties and Responsibilities</u>. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:
- 4.1.1. Devote Coach's full-time and best efforts to the performance of Coach's duties under this Agreement;
- 4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and wellbeing;
- 4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and
- 4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the football conference of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises will be provided to Director through the Countable Coach Form. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.

- 4.2. Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).
- 4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the Conference, or the NCAA.
- 4.4. <u>Hiring Authority</u>. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches and support staff for the Team, but the decision to hire or terminate an assistant coach or support staff member shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of the President and the Board. Coach shall be provided with an annual budget for staffing as follows:
  - a) Ten (10) Assistant Coaches At least \$2,500,000
  - b) Operations / Quality Control / Sports Performance Staff At least \$720,000
  - c) Four (4) Graduate Assistant Coaches At least \$100,500
- 4.5. <u>Scheduling</u>. 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. <u>Disclosure of Criminal Proceedings, Serious Misconduct, and Discipline</u>. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgment for a felony or misdemeanor (excluding minor traffic violations), has been accused of serious misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.
- 4.8. Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.
- 4.9. <u>Attendance at Specific Gatherings</u>. Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:
  - a) The Boise State Athletics Hall of Fame Dinner
  - b) The biennial BAA/Alumni Auction
  - c) The Lyle Smith Golf Tournament
  - d) The Dairy Booster Auction
  - e) The annual BAA Endowment Dinner
  - f) All Department staff meetings called by the Athletic Director
  - g) Athletic Department Graduation Reception
  - h) BAA Appreciation Day
  - i) Dinner on the Blue

ARTICLE 5

- 5.1. <u>Termination of Coach for Cause</u>. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.
- 5.1.1 In addition to the definitions contained in applicable rules and regulations, the University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:
  - a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
  - b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
  - c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
  - d) Ten (10) working days' absence of Coach from duty without the University's consent;
  - e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
  - f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
  - g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
  - h) The failure of Coach to report a known deliberate or major 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 deliberate or major 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 any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.7 of this Agreement.
- 5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.
- 5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Head Coach, that is the basis for the University paying the amount, as set forth in Sections 3.2.1 and 3.2.2. 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, the University for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.
- 5.2.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, 70% of the total remaining annual guaranteed compensation from base salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

Liquidated damages are subject to a duty of mitigation and offset such that Coach must use reasonable best efforts to obtain other employment, commensurate with Coach's skills and experience as an NCAA Division I FBS Head Coach, during the original term of this Agreement and, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment.

Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law.

In addition, Coach will be entitled to continue with the University benefits they are eligible for as if Coach remained a University employee until the term of this Agreement ends or until Coach other employment whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

#### 5.3. Termination by Coach for Convenience.

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

- 5.3.2. Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.
- 5.3.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination; provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation as set forth in Sections 3.2.1 and 3.2.2 if, and only if, he is the Head Coach at the time of the event, and participates in the event leading to the supplemental compensation. If Coach terminates this Agreement for convenience to commence, or enter into an agreement to commence, Similar or Related Employment (as defined in this section 5.3.3), Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) \$2,500,000 if the Agreement is terminated on or before February 28, 2026; (b) \$1,500,000 if the Agreement is terminated between March 1, 2026 and February 28, 2027 inclusive; and (c) \$500,000 if the Agreement is terminated between March 1, 2027 and February 28, 2029, inclusive. The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. For purposes of this Section 5.3.3, "Similar or Related Employment" means employment in football, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with a National Football League (NFL) team, or (c) in sports related media. If Coach terminates for convenience and does not immediately commence Similar or Related Employment, and therefore does not pay the liquidated damages, but then at a future date within twelve (12) months of termination for convenience commences, or enters into an agreement to commence in the future, employment as a collegiate head football coach, or professional (NFL) head football coach, or as an assistant coach at a university that is a member of the Conference, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts, or agrees to accept, such employment as a collegiate or professional head coach or assistant coach at a member institution of the Conference. By way of example only and for the avoidance of doubt, if Coach terminates for convenience on February 1, 2026, and accepts employment as a collegiate or professional head coach on January 15, 2027, Coach, or his designee, would owe the University one million five hundred thousand dollars (\$1,500,000). However, if Coach terminates for convenience on February 1, 2026, and accepts employment as a collegiate or professional football head coach on July 1, 2028, neither Coach nor his designee would owe the University any liquidated damages.

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

5.3.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in

obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

#### 5.4. Termination due to Disability or Death of Coach.

- 5.4.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University 's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.
- 5.4.2. If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.
- 5.4.3. If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University 's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.
- 5.5. <u>Interference by Coach</u>. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.
- 5.6. <u>No Liability</u>. 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. <u>Waiver of Rights</u>. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities

are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, and the University's policies.

#### ARTICLE 6

- 6.1. <u>Approval</u>. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.
- 6.2. <u>University Property</u>. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.
- 6.3. <u>Assignment</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 6.4. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Oral Promises</u>. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

- 6.8. <u>Force Majeure</u>. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
- 6.9. <u>Confidentiality</u>. 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. <u>Notices</u>. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University

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

with a copy to:

Boise State University

Office of the President 1910 University Drive Boise, Idaho 83725-1000

Coach: Spencer Danielson

Last known address on file with

University's Human Resource Services

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

- 6.11. <u>Headings</u>. 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. <u>Binding Effect.</u> 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. <u>No Third Party Beneficiaries</u>. There are no intended or unintended third party beneficiaries to this Agreement.
- 6.15. Entire Agreement: Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board.
- 6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University	Coach
Jeramiah Dickey (Jun 27, 2024 16:41 MDT)  Jeramiah Dickey  Director of Athletics	Spencer Danielson  Spencer Danielson
06/27/2024	06/27/2024
Date	Date
m	
Dr. Marlene Tromp	
President	
07/15/2024	
Date	

Approved by the Idaho State Board of Education on the 12th day of June, 2024.

### Coach Spencer Danielson Maximum Compensation Calculation - 2025-2030

			20	025-2026	2	026-2027	2	027-2028	2	028-2029	20	029-2030
3.1.1a	Annual Base Salary		\$	2,000,000	\$	2,100,000	\$	2,200,000	\$	2,300,000	\$	2,400,000
3.1.1c	Retention Bonus		\$	-	\$	-	\$	300,000	\$	-	\$	-
3.1.1d	Retention Bonus		\$	-	\$	-	\$	-	\$	200,000	\$	-
	Additional Pay based on Regular Season & Non-College	Π										
3.2.1 &	Football Playoff ("Non-CFP") Bowl Game & Academic	ı										
3.2.2	Achievement (max cumulative payout)	ı	\$	200,000	\$	200,000	\$	200,000	\$	200,000	\$	200,000
	Additional Pay based on College Football Playoff ("CFP")											
3.2.1	(max cumulative payout)	1	\$	400,000	\$	420,000	\$	440,000	\$	460,000	\$	480,000
	Additional Pay based on Coach of the Year (max											
3.2.1	cumulative payout)	ı	\$	160,000	\$	168,000	\$	176,000	\$	184,000	\$	192,000
	Total Maximum potential annual compensation under											
	Employment Agreement	ı	\$ :	2,760,000	\$	2,888,000	\$	3,316,000	\$	3,344,000	\$	3,272,000

			2025-26					
Coach	School	ool Salary		Incentives				
Troy Calhoun	Air Force		NA	NA				
Spencer Danielson	Boise State	\$	2,000,000	See Contract				
				a. Base Salary. For all services rendered and to be rendered he this Agreement, CSU agrees to pay to Norvell, and Norvell agrees to accept amounts set forth below ("Base Salary"), which shall be paid in monthly in Effective Date and ending upon the expiration or termination of the Term. subject to such deductions or withholdings as CSU is required to make purs agreement with Norvell. The Director will evaluate Norvell's performance the end of each football season.	t an annual base salary in the stallments, beginning on the Such base salary shall be suant to law or by further			
				Contract Year Base Salary				
				01/01/2022 - 12/31/2022 \$1,600,000				
				01/01/2023 - 12/31/2023 \$1,700,000				
Jay Norvell	Colorado State	\$	1,900,000	01/01/2024 - 12/31/2024 \$1,800,000				
				01/1/2025 - 12/31/2025 \$1,900,000				
				01/01/2026 - 12/31/2026 \$2,000,000				
				the Program's four-year APR following the preceding year's data collection meets of "cut score" requirement for that year (for example 930 for the 2020-2021 data coll that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar yee (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain	llection year), provided the Term given that the or formal allegations of the car under consideration as one or more of the			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attait achievements enumerated below, Norvell will be entitled to the following comachievement during that season:	llection year), provided her Term given that the or formal allegations of hear under consideration has one or more of the hepensation for such an			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following comachievement during that season:  Achievement	ellection year), provided the Term given that the or formal allegations of the runder consideration and one or more of the appensation for such an			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of th calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar yet (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following com achievement during that season:  **Achievement** Winning Four (4) Conference Regular Season Games	llection year), provided lee Term given that the or formal allegations of ear under consideration as one or more of the appensation for such an Compensation \$25,000			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of th calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following comachievement during that season:  Achievement  Winning Four (4) Conference Regular Season Games  Winning Five (5) Conference Regular Season Games	ellection year), provided the Term given that the or formal allegations of the runder consideration and one or more of the appensation for such an			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of th calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar yet (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following com achievement during that season:  Achievement Winning Four (4) Conference Regular Season Games	llection year), provided to the ten that the ten that the ten formal allegations of the ten that the ten formal allegations of the ten that the ten the ten that			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of th calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following com achievement during that season:    Notice	lection year), provided te Term given that the or formal allegations of ear under consideration as one or more of the appensation for such an  Compensation \$25,000 \$25,000 \$50,000 \$50,000 \$50,000			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of th calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attait achievements enumerated below, Norvell will be entitled to the following com achievement during that season:    Noticement	lection year), provided to Term given that the or formal allegations of ear under consideration may be one or more of the pensation for such an Section 1.			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of th calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following com achievement during that season:    Noticement	llection year), provided to referred program allegations of car under consideration as one or more of the appensation for such an accordance of the ac			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of th calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following com achievement during that season:  Achievement  Winning Four (4) Conference Regular Season Games  Winning Five (5) Conference Regular Season Games  Winning Six (6) Conference Regular Season Games  Winning a Seventh (7th) Regular Season Game  Winning an Lighth (8th) Regular Season Game  Winning an Ninth (9th) Regular Season Game  Winning the Tenth (10th) or more Regular Season Game  Qualifying to Play in the Conference Championship Game	lection year), provided to Term given that the or formal allegations of the transport of the arrangement of			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of th calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following com achievement during that season:    Achievement	llection year), provided to referred program allegations of car under consideration as one or more of the appensation for such an accordance of the ac			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of th calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following com achievement during that season:  Achievement  Winning Four (4) Conference Regular Season Games  Winning Five (5) Conference Regular Season Games  Winning Six (6) Conference Regular Season Games  Winning a Seventh (7th) Regular Season Game  Winning an Lighth (8th) Regular Season Game  Winning an Ninth (9th) Regular Season Game  Winning the Tenth (10th) or more Regular Season Game  Qualifying to Play in the Conference Championship Game	Compensation   \$25,000   \$50,000			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar yee (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following come achievement during that season:    Achievement	Compensation   Section			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of th calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following com achievement during that season:  **Noticement**  Winning Four (4) Conference Regular Season Games  Winning Five (5) Conference Regular Season Games  Winning Six (6) Conference Regular Season Games  Winning as Seventh (7th) Regular Season Game  Winning an Ninth (9th) Regular Season Game  Winning an Ninth (9th) Regular Season Game  Winning the Tenth (10th) or more Regular Season Game  Winning the Conference Championship Game  Winning the Conference Championship Game  Being Selected to Play in a Bowl Game  Winning a Bowl Game  Being Selected to Play in a Host Bowl as part of the College Football Playoff  Being Selected to Play in the Semifinal of the College Football Playoff				
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar yee (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following come achievement during that season:  **Achievement**  Winning Four (4) Conference Regular Season Games  Winning Four (4) Conference Regular Season Games  Winning Six (6) Conference Regular Season Games  Winning an Eighth (8th) Regular Season Game  Winning an Ninth (9th) Regular Season Game  Winning an Ninth (9th) Regular Season Game  Winning the Tenth (10th) or more Regular Season Game  Qualifying to Play in the Conference Championship Game  Winning the Conference Championship Game  Being Selected to Play in a Bowl Game  Being Selected to Play in a Host Bowl as part of the College Football Playoff  Being Selected to Play in the Final of the College Football Playoff  Being Selected to Play in the Final of the College Football Playoff  Being Selected to Play in the Final of the College Football Playoff	Compensation   Section			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar yee (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following come achievement during that season:    Achievement	Compensation   Section			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following com achievement during that season:    Achievement				
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar yee (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following come achievement during that season:  **Achievement**  Winning Four (4) Conference Regular Season Games  Winning Four (4) Conference Regular Season Games  Winning Six (5) Conference Regular Season Games  Winning as Seventh (7th) Regular Season Game  Winning an Ninth (9th) Regular Season Game  Winning an Ninth (9th) Regular Season Game  Winning the Tenth (10th) or more Regular Season Game  Qualifying to Play in the Conference Championship Game  Winning the Conference Championship Game  Being Selected to Play in a Bowl Game  Winning a Bowl Game  Being Selected to Play in a Host Bowl as part of the College Football Playoff  Being Selected to Play in the Final of the College Football Playoff  Winning a College Football Playoff  Winning the Conference Coach of the Year Award for the First Time  Winning the Conference Coach of the Year Award for the Second Time	Compensation   Section			
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar ye (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following com achievement during that season:    Achievement				
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar yee (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following come achievement during that season:  **Achievement**  Winning Four (4) Conference Regular Season Games  Winning Four (4) Conference Regular Season Games  Winning Six (6) Conference Regular Season Games  Winning as Seventh (7th) Regular Season Game  Winning an Eighth (8th) Regular Season Game  Winning an Ninth (9th) Regular Season Game  Winning the Tenth (10th) or more Regular Season Game  Qualifying to Play in the Conference Championship Game  Winning the Conference Championship Game  Being Selected to Play in a Bowl Game  Being Selected to Play in a Host Bowl as part of the College Football Playoff  Being Selected to Play in the Semifinal of the College Football Playoff  Being Selected to Play in the Final of the College Football Playoff  Winning a College Football Playoff  Winning the Conference Coach of the Year Award for the First Time  Winning the Conference Coach of the Year Award for the Third Time  Winning the Conference Coach of the Year Award for the Third Time				
				"cut score" requirement for that year (for example 930 for the 2020-2021 data col that this APR minimum pre-requisite does not apply during the first year of the calculation is based on the preceding year's data, (2) there have been no findings of a Level I or Level II NCAA violation against the Program during the calendar yee (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attain achievements enumerated below, Norvell will be entitled to the following come achievement during that season:  **Achievement**  Winning Four (4) Conference Regular Season Games  Winning Four (4) Conference Regular Season Games  Winning Six (6) Conference Regular Season Games  Winning a Seventh (7th) Regular Season Game  Winning an Eighth (8th) Regular Season Game  Winning an Ninth (9th) Regular Season Game  Winning the Tenth (10th) or more Regular Season Game  Winning the Conference Championship Game  Being Selected to Play in a Bowl Game  Being Selected to Play in a Bowl Game  Being Selected to Play in a Host Bowl as part of the College Football Playoff  Being Selected to Play in the Final of the College Football Playoff  Being Selected to Play in the Final of the College Football Playoff  Winning a College Football Playoff  Winning the Conference Coach of the Year Award for the First Time  Winning the Conference Coach of the Year Award for the Florth Time  Winning the Conference Coach of the Year Award for the Florth Time	Compensation   Section			

compensation payments under each category during each rootoan season, however, rediven can only care one Bowl Game/Playoff bonus unless the Program participates in the College Football Playoff, in which case Norvell can earn multiple incentive compensation payments for participating in the College Football Playoff Semifinal, participating in the College Football Playoff Championship game, and winning the College Football Playoff. All Incentive Compensation payments shall be paid to Norvell on or before the first January 31 following the season in which such Incentive Compensation was earned.

Coach and University agree to discuss in good faith an adjustment to Coach's Base Salary and Incentive Compensation in the event the University joins an Autonomous 5 Conference during the Term, taking into account the new conference market and the terms and conditions of the University's admission into a new conference, which may include a partial or graduated receipt of full conference membership benefits to the University. Likewise, if the College Football Playoff format is subsequently modified, the parties agree to work together in good faith to discuss any adjustments to Norvell's Incentive Compensation.

Courtesy Car; Travel to Program Events. During the Term, Norvell is expected to travel extensively in order to perform all of the duties and activities described herein. For such purposes, he shall be provided with the use of two suitable vehicles or equivalent car stipend. Such use or stipend shall be governed by the Department's applicable policies. In addition, on a space available basis, Norvell's spouse and immediate family shall be permitted to travel with the Program to away football games when the football team is travelling by charter aircraft and Norvell's wife and immediate family may also stay at the same hotel as the team, at no additional expense. Personal use or benefit unrelated to University business may result in the reporting of taxable income by Norvell. The University makes no representation regarding personal income tax consequences related to same and Norvell shall be responsible for the payment of any tax related to such courtesy cars or travel, if any.

i. Club Membership. During the Term, Norvell is expected to engage existing and potential donors and Program supporters in both social and business relationships that further the interests of the Program, the Department, and the University generally. In order to facilitate these relationships, Norvell will be provided with a paid membership (including any initiation fee, annual dues and required capital contributions) to at least one golf/country club of the Department's choice.

			tied to participation in bowl games as they were in the contract of coach Jeff Tedford, who signed a university-friendly contract when to his alma mater a second time.
			There are subtle differences in the bonuses between the two contri
Matt Entz	Fresno State	\$ 1,100,000	Tedford and Entz have the same bonuses for annual NCAA Academ Rate score, but Tedford's annual grade-point average bonus was \$4 2.8 and \$55,000 for a 2.9 and above and Entz' bonus tops out at \$3 2.8 and above.
			They have the same bonuses for regular-season wins and advancer winning the conference championship game, topping out at \$120,0 more wins and \$75,000 for winning the conference championship g
			Tedford received a \$75,000 bonus for participating in a conference or at-large bowl game, or \$100,000 for winning that game. The bo

of former en returning

The performance bonuses are capped at \$350,000 a year excluding bonuses

tracts.

emic Progress \$47,500 for a \$35,000 for a

ement to and ,000 for 11 or game.

nce-associated onuses in

			van coaches in Mountain West comerence
			ERTZ CONTRACT are \$50,000 or \$75,000.
			Tedford received \$250,000 for participating in a New Year's Six bowl or
			\$350,000 for winning that game. Entz will receive \$150,000 for participating in
			a first-round College Football Playoff game or \$250,000 for winning that game.
			They receive the same \$500,000 for participation in a CFP national semifinal
			game.
			Entz does have a larger bonus for reaching the CFP national championship
			game at \$600,000 to \$500,000 for Tedford. Both would receive a \$1 million
			bonus for winning a CFP national championship game.
Timmy Chang	Hawaii	\$ 700,000	A. Conference Achievements. These performance incentives under this Subsection A are cumulative.  i. Team Participates in the MWC Championship Game ii. Team Wins the MWC Conference Championship \$100,000  B. Bowl Game Achievements. It is understood that Coach shall receive only one (1) incentive payment under this Subsection B per contract year, which shall be based on the highest goal achieved.  i. Team Bowl Eligible (as defined by the NCAA) but not invited to a Bowl Game \$10,000  ii. Team Participates in a Bowl Game (Payable only if no Conference Achievements in Subsection A are earned) \$20,000  iii. Team Wins a Bowl Game \$40,000  iv. Team Participates in Non-Playoff New Year's Six Bowl Game \$300,000  v. Team Wins Non-Playoff New Year's Six Bowl Game \$750,000  vi. Team Participates in Four-Team Playoff Bowl Game \$850,000  vii. Team Wins Four-Team Playoff Bowl Game \$850,000  viii. Team Wins National Championship \$1,000,000  C. Coach of the Year Achievements. These performance incentives under this Subsection C are cumulative and apply in full if any such award is solo or shared.

			ii. Conference Coach of the Year \$20,000 iii. National Coach of the Year (Eddie Robinson, \$80,000 total Sporting News, Walter Camp, Bobby Dodd, Woody Hayes, Paul "Bear" Bryant, George Munger, Home Depot, AP, American Football Coaches Association (AFCA) Coach of the Year Award)  D. Academic Progress Rate (APR) Achievement. Incentive payments under this Subsection D will begin with the results from the 2021-22 academic year.  i. Single year APR of 980 or greater \$40,000  E. Other Performance Incentives: For regular season games only, these incentive payments under this Subsection E are cumulative i. Each home game (any game played in the \$7,500 State of Hawai'i) win against a Power 5 Team ii. Each neutral site game win against a Power 5 Team \$10,000 iii. Each away game win against a Power 5 Team \$12,500 iv. Eighth regular season win \$10,000 v. Ninth regular season win \$10,000 vi. Tenth regular season win \$10,000
Jeff Choate	Nevada	\$ 1,120,000	Beginning with the 2024-25 season, for each year that the Program's single year APR is at the level required by Paragraph 4.2.c.8, the University shall pay the Employee, as additional compensation, a total maximum amount of up to \$475,000 per fiscal year, not subject to COLA, retirement contributions, or retirement deductions, for the Program's achievement of the following:  Athletic Performance: (these amounts are cumulative unless otherwise set forth below):  a. \$25,000 for receiving Conference Coach of the Year Award; b. \$50,000 for National Coach of the Year Award; and  (Only the highest of the following)  c. \$25,000 for a Conference Championship Game Appearance; or d. \$50,000 for winning the Conference Championship Game; and  (Only the highest of the following)  e. \$10,000 for participation in a Bowl Game; or f. \$25,000 for winning a Bowl Game; or g. \$50,000 for winning a NY6 Bowl Game; or

- i. \$100,000 for participation in the College Football Playoff; or
- j. \$150,000 for advancing to a CFP Quarter-final Game; or
- k. \$200,000 for advancing to a CFP Semi-final Game; or
- I. \$250,000 for participation in the National Championship Game; or
- m. \$350,000 for winning the National Championship Game.

#### Academic Performance:

 Beginning in the 2024-2025 academic year, for Team GPA of 3.0 or higher in Fall or Spring semester each year: \$25,000 for the academic year.

The Athletic Performance Payment shall not be earned and payable unless the Program's single year APR is achieved and maintained at the minimum level of 940 for the immediately preceding academic year. In the event Employee earns the Athletic Performance Payment but Employee's employment is terminated on or before January 31st-, whether: (i) by University for cause pursuant to Article 6.1.c and d; or (ii) by Employee for the Employee's convenience pursuant to Article 6.2, Employee shall forfeit the Athletic Performance Payment.

#### 5.6 Other Compensation

#### 5.6.a. Media and Public Appearances

In consideration for Employee's satisfactory, as evaluated in the Athletic Director's sole discretion, media and public/donor appearances (the "Appearances") scheduled by the University (on and off season) of no less than 2 radio appearances, 5 television/internet appearances, and 5 public/donor appearances per calendar year, the University shall pay Employee, an amount at the times and in the manner set forth below, not subject to COLA, retirement contributions or retirement deductions ("Media and Public Appearance Fee"), only for so long as the Employee is serving as Head Coach of the Program.

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Year 1 (Effective Date - December 31, 2024) - $750,000 per annum Year 2 (January 1, 2025 - December 31, 2025) - $800,000 per annum Year 3 (January 1, 2026 - December 31, 2026) - $850,000 per annum Year 4 (January 1, 2027 - December 31, 2027) - $900,000 per annum Year 5 (January 1, 2028 - End Date) - $950,000 per annum
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lason Eck New Mexico	\$ 1,150,000	Incentive compensation for achieving athletic performance goals as follows ( Appearance in Mountain West Conference Championship Game Mountain West Coach of the Year National Coach of the Year National Coach of the Year Non-CFP Bowl Appearance CFP Playoff Appearance CFP Playoff Win (including first-round bye) CFP National Champion  Incentive compensation for achieving academic performance goals as follow APR Rates (awarded once): Greater than or equal to 950 (2023-24 & beyond) Greater than or equal to 960 (2023-24 & beyond) Greater than or equal to 970 (2023-24 & beyond) Greater than or equal to 970 (2023-24 & beyond) Greater than or equal to 970 (2023-24 & beyond) Greater than or equal to 970 (2023-24 & beyond)  Ticket Sales Increase Incentive: Coach shall be entitled to an incentive in the event ticket sales increase of parties acknowledge that odd-numbered years feature a non-conference I Mexico State University which skews ticket sales figures. Therefore, the ticket sales (Base Ticket Sales) shall be defined as the prior year's grose Football ticket sales posted to the Football index in the UNM Banner system ticket sales figures. Therefore, the ticket sales was a secontributions from the Athletics Department's multi-media rights partner which UNM plays NMSU at home, the Base Ticket Sales for that season gross ticket revenue from the season, minus individual game ticket sales home game, plus an average of the single game ticket sales from non-conseason prior. For the 2025 season, the current year's Base Ticket Sales shall be calculated season's total Football Itcket revenue, less the single game ticket revenue NMSU Home Football Game.  If Base Ticket Sales in Base Ticket Sales: \$15,000, split evenly with \$1 increase of \$7,500 to the Football Program budget  25% increase in Base Ticket Sales: \$50,000, split evenly with \$1 increase of \$12,500 to the Football Program budget	= \$25,000 = \$50,000 = \$25,000 = \$25,000 = \$50,000 = \$50,000 = \$50,000 = \$100,000 = \$100,000  s:  = \$10,000 = \$15,000 = \$15,000 = \$20,000  turing his tenure. The home game against New parties agree that base ss ticket revenue from stem prior to any r, provided that in years in a shall be calculated as the from the UNM / NMSU inference games in the ated as the current e collected from the 2025 7,500 paid to Coach and an 12,500 paid to Coach and an
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Sean Lewis	San Diego State	\$ 1,835,100	4. Bonus structure  a. Mountain West Conference (or successor or substitute conference) Title or Co-Title—\$75,000 b. Participant in Mountain West Conference (or successor or substitute conference) Championship Game—\$25,000 c. Two Wins over Top 25 Teams. Teams must be ranked in the USA Today or AP poll at the time of victory—\$75,000 d. Bowl Appearances (non-cumulative)-highest of below i. Non-CFP Bowl with payout less than \$1,500,000—\$50,000 iii. Non-CFP Bowl with payout greater than \$1,500,000—\$75,000 iii. Qualification for CFP First Round—\$150,000 iv. CFP Quarterfinal Participant—\$200,000 v. CFP Semiffinal Participant—\$250,000 v. CFP Semiffinal Participant—\$250,000 vi. CFP National Championship—\$400,000 vii. CFP National Championship—\$400,000 e. Final Ranking in Top 15 in USA Today Coaches Poll or AP Poll—\$50,000 f. Final Ranking in Top 16-25 in USA Today Coaches Poll or AP Poll—\$25,000 g. Mountain West Conference Coach of Year (or successor or substitute conference)—\$15,000 h. National Coach of Year-\$25,000 i. Team cumulative GPA above 2.80—\$10,000 j. Annual APR above 950 or 4-year Average APR above 940 for the Football Team during any year of the Term—\$15,000 k. Win over highest CFP ranked Mountain West—\$25,000 l. Win over Football Team which is member of Power 5 Conference. Current Power 5 Conferences are defined as Atlantic Coast Conference, Big Ten Conference, Big 12 Conference, Pacific-12 Conference, and Southeastern Conference. May receive multiple awards.—\$10,000 per win Individual student-athlete is named to 1st team All American (AP, AFCA, Walter Camp, Sports Illustrated or USA Today) or receive the Heisman Trophy. Eligible for one award per year.—\$10,000
Ken Niumatalolo	San Jose State	\$ 1,500,000	Overall breakdown unknown, but contract includes maximum bonus of \$835,000 in 2024
Dan Mullen	UNLV	\$ 3,500,000	Mullen also got a \$35,000 signing bonus and is in line for retention bonuses of \$100,000 on Jan. 15, 2027; \$200,000 on Jan. 15, 2028; and \$300,000 on Jan. 15, 2029 if still employed by UNLV on those dates. Mullen would get a \$25,000 bonus for leading UNLV to the conference championship game, \$50,000 for winning that game and \$100,000 for an appearance in the College Football Playoff. His bonus for winning the national championship is \$100,000.

Bronco Mendenhall	Utah State	\$ 2,000,000	He'll initially be paid a \$2 million salary as head coach of the Aggies, with roughly \$60,000 increases annually up to \$2.3 million by the sixth year of the deal.  He'll also receive various incentives that are standard within the industry, such as up to \$20,000 if the team's single-year Academic Progress Rate, or APR, finishes at 970 or above; \$25,000 for a conference championship or co-championship; \$75,000 for a non-College Football Playoff bowl game appearance; and \$125,000 for being selected to the CFP.  As is customary to most in-state contracts, Mendenhall is set to receive \$5,000 for each rivalry win over BYU or the University of Utah.
Jay Sawvel	Wyoming	\$ 1,100,000	f. Season Ticket Incentives: (Compensation levels are not cumulative)  (1) Under 5,000 season tickets sold/year \$0 (2) 5,000 to 5,999 season tickets sold/year \$20,000 (3) 6,000 to 6,999 season tickets sold/year \$30,000 (4) 7,000 to 7,999 season tickets sold/year \$40,000 (5) 8,000 to 8,999 season tickets sold/year \$60,000 (6) 9,000 to 9,999 season tickets sold/year \$80,000 (7) 10,000 or more season tickets sold/year \$100,000  b. Academic Progress Rate (APR) Achievement Award: (Compensation levels are not cumulative)  Employee shall receive \$25,000 for each year in which the most recent single-year (annual) APR score for football is between 940 and 985 as reported on the official NCAA APR Report. Employee shall receive \$50,000 for each year in which the most recent single-year (annual)
			APR score for football is between 985 and 999 as reported on the official NCAA APR Report. Employee shall receive \$75,000 for each year in which the most recent single-year (annual) APR score for football is 1,000 as reported on the official NCAA APR Report. Thus, the following incentives are feasible:  • Football does not earn a 940 or above • Football earns between a 940-985 • Football earns between a 985-999 • Football earns between a 985-999 • Football earns 1,000  c. GPA Achievement Award:  (Compensation levels are not cumulative)  1. Cumulative team GPA greater than or equal to a 3.0 \$100,000 2. Cumulative team GPA between a 2.8 and 2.99 \$75,000 3. Cumulative team GPA between a 2.7 and 2.79 \$50,000 4. Cumulative team GPA between a 2.6 and 2.69 \$25,000 5. Cumulative team GPA below a 2.60  d. Exceptional Achievement Incentives:  (Compensation levels are cumulative)

- Mountain West Conference Champion
  - Payment shall be made from resources of the Cowboy Joe Club ("CJC") as denoted in the CJC Bylaws (CJC Achievement Award General Guidelines).
- Mountain West Conference Coach of the Year

1-month current base salary

- Payment shall be made from resources of the Cowboy Joe Club ("CJC") as denoted in the CJC Bylaws.
- Top 25 Finish in the College Football Playoff Rankings \$10

Any compensation for achieving **Exceptional Achievement Incentives** that is earned by Employee will be paid to Employee by the University by no later than January 31 st of the subsequent year (e.g., Employee wins Mountain West Conference Championship in December of 2024 he will be paid incentive by no later than January 31 st, 2025).

- Post-Season Bowl Game Selection
  - Payment shall be made from resources of the Cowboy Joe Club ("CJC") as denoted in the CJC Bylaws (CJC Achievement Award General Guidelines).
  - It should be noted that if the team wins the Mountain West Conference and
    participates in a post-season Bowl Game that the Employee (and applicable
    coaches/staff) will only earn one incentive per CJC Bylaws (CJC Achievement
    Award General Guidelines).
- Post Season Bowl Game Victory

\$25,000

Any compensation for achieving **Post-Season Incentives** that is carned by Employee will be paid to Employee by the University by no later than January 31<sup>st</sup> of the subsequent year (e.g., Employee wins Bowl Game in December of 2024 he will be paid incentive by no later than January 31<sup>st</sup>, 2025).

## Liquidated Damages Head Football Coaches in Mountain West Conference

Coach	School	Length of Contract	2025-26 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Troy Calhoun	Air Force	NA	NA	NA	NA	NA
Spencer Danielson	Boise State	5 years - ending 2/28/29	\$ 2,000,000	Yes	Tied to years in contract	See Contract
Jay Norvell	Colorado State	4.5 years - ending 12/31/26	\$ 1,900,000	Yes	Tied to years in contract	In the event that Norvell so terminates this Agreement during the Term for any reason, because the Parties agree that the harm to the University cannot otherwise be reasonably calculated, Norvell, or his designee, shall pay to the University as liquidated thamages, and not as a penalty, the following amounts (referred to as "Liquidated Damages"):  (i) \$4,000,000 if such termination occurs between the Effective Date and December 1, 2022;  (ii) \$3,000,000 if such termination occurs between December 2, 2022 and December 1, 2023;  (iii) \$2,000,000 if such termination occurs between December 2, 2023 and December 1, 2024;  (iv) \$1,000,000 if such termination occurs between December 2, 2024 and December 1, 2025; and  (v) \$0 if such termination occurs between December 2, 2025 and December 31, 2026.
Matt Entz	Fresno State	5 year	\$ 1,100,000	Yes	Tied to years in contract	The university also included substantial liquidated damages, should Entz resign prior to the end of the contract. The buyout is \$3 million before Jan. 31, 2026, \$2 million before Jan. 31, 2027, \$11.5 million before Jan. 31, 2028, \$1.25 million before Jan. 31, 2030.
Timmy Chang	Hawaii	4 year - ending 1/22/26	\$ 700,000	Yes	Tied to years in contract	B. If Coach voluntarily terminates this Agreement prior to the end of the term set forth in Section 2.A above and without providing sixty (60) days written notice to the Athletics Director as set forth in Section 9.A, then Coach shall pay the University as liquidated damages, a lump sum amount of:  • \$000,00.00 (kine Hundred Thousand and no/100 Dollars) if termination occurs in Year 1 (January 23, 2022 through January 22, 2023);  • \$700,000.00 (Seven Hundred Thousand and no/100 Dollars) if termination occurs in Year 2 (January 23, 2023 through January 22, 2024);  • \$450,000.00 (Four Hundred Fifty Thousand and no/100 Dollars) if termination occurs in Year 3 (January 23, 2024 through January 22, 2025);  • \$300,000.00 (Three Hundred Thousand and no/100 Dollars) if termination occurs in Year 3 (January 23, 2025 through January 22, 2025);  • \$300,000.00 (Three Hundred Thousand and no/100 Dollars) if termination occurs in Year 4 (January 23, 2025 through January 22, 2026); or  • If eligible for Year 5, \$300,000.00 (Three Hundred Thousand and no/100 Dollars) if termination occurs in Year 5 (January 23, 2026

## Liquidated Damages Head Football Coaches in Mountain West Conference

						through January 22, 2027), provided that for Year 5 only, the liquidated damages lump sum amount shall be pro-rated on a monthly basis, such that Coach shall pay the University a pro-rated amount corresponding to the number of months remaining in Year 5 following termination of this Agreement.  Payment is due within ninetly (90) days of the date on which the termination occurs. This payment is the University's exclusive remedy for Coach's early termination, subject to Coach also complying with Coach's obligations under Sections 1.E, 8.A.viii, and 10. Coach shall not be liable or responsible for any other damages or loss to University in lieu of any and all other legal remedies or equitable relief and without regard to any mitigation of damages or loss that University obtains.
Jeff Choate	Nevada	5 years - ending 12/31/28	\$ 1,120,000	Yes	Tied to years in contract	6 2.a.2. Liquidated Damages If the Employee terminates this Agreement for convenience, all obligations of the University under this Agreement shall cease as of the effective date of the termination, and the Employee or Employee's designee shall pay to the University, as liquidated damages and not a penalty, the following sums calculated as of the effective date of termination:  If the Employee terminates this Agreement for convenience on or before January 31, 2027, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee, as appointed in Employee's sole discretion, shall pay to the University, as liquidated damages and not a penalty, the sum of \$2,000,000, if the Employee terminates this Agreement for convenience during the period from February 1, 2027 through the End Date, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee, as a designee does not releve Employee of the obligation to pay the liquidated damages; if the designee does not releve Employee of the obligation to pay the liquidated damages; if the designee does not releve Employee of the obligation to pay the liquidated damages as stated in this Article 6.2 a.2.  The liquidated damages shall be due and payable within ninety (90) calendar days of the effective date of the termination, or in accordance with a payment schedule agreed upon by the President of the University and the Employee in writing, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.
Jason Eck	New Mexico	5 years - ending 12/31/28	\$ 1,150,000	Yes	Tied to years in contract	Coach understands and agrees that termination of this Contract pursuant to this Section prior to the expiration of the Contract Term will cause irreparable harm to the athletic programs of the University in an uncertain amount not susceptible to precise calculation or quantification. Therefore, if Coach terminates this Contract occept another position, he agrees to pay, and the University agrees to accept, as liquidated damages and not as a penalty, the sums stated below, based upon the year of termination:  Contract Year One: \$4,000,000  Contract Year Two: \$2,000,000  Contract Year Three: \$750,000  Contract Year Five: \$300,000  Contract Year Five: \$300,000
Sean Lewis	San Diego State	5 years - ending 1/31/29	\$ 1,853,100	Yes	Tied to years in contract	8. Buyout-schedule of payments if coach leaves early for another position a. Before completion of January 31, 2025—\$ 5,000,000 b. Before completion of January 31, 2026—\$ 3,000,000 c. Before completion of January 31, 2027—\$ 2,000,000 d. Before completion of January 31, 2028—\$ 2,000,000

## Liquidated Damages Head Football Coaches in Mountain West Conference

Ken Niumatalolo	San Jose State	5 years - ending in 2028	\$ 1,500,000	Unknown	Unknown	Unknown
Dan Mullen	UNLV	5 years	\$ 3,500,000	Yes	Tied to years in contract	Mullen is eligible for bonuses based on the team's performance, GPA and retention. He would owe UNLV a \$7 million buyout if he left the Rebels before Dec. 1, 2025 for a Power 4/NFL head-coaching job. That would fall by \$1 million per year. The buyout starts at \$5 million before Dec. 1, 2025 for a non-Power 4 head job and falls by \$1 million per year. UNLV would owe Mullen 80 percent of his remaining salary if firing him before the conclusion of the contract Dec. 31, 2029.
Bronco Mendenhall	Utah State	6 year	\$ 2,000,000	Unknown	Unknown	Unknown
Jay Sawvel	Wyoming	5 year (1/1/24-12/31-28)	\$ 1,100,000	Yes	Tied to years in contract	B. In the event Employee terminates this Agreement between January 1, 2024, and December 31, 2026, (Year 1 – Year 3) to accept employment in intercollegiate or professional athletics, Employee shall owe the University liquidated damages in an amount equal to 80% of the base salary (Paragraph 2) and guaranteed compensation (Paragraph 4 a.) for each of the remaining years of the Agreement (the "University Liquidated Damages"). In the event the Employee terminates this Agreement between January 1, 2027, and December 31, 2028, (Year 4 – Year 5) to accept employment in intercollegiate or professional athletics, Employee shall owe the University liquidated damages in an amount equal to 70% of the base salary (Paragraph 2) and guaranteed compensation (Paragraph 4 a.) for each of the remaining years of the Agreement (the "University Liquidated Damages").  The Director of Athletics, with the concurrence of the President of the University, may waive or reduce the University Liquidated Damages if it is in the best interests of the University. All supplemental compensation, incentive supplements, awards, and any other additional compensation on forfered by virtue of his University employment will terminate upon the date of separation of Employee from University, except to the extent such payments, award or benefits have been earned but not yet paid.

### CONSENT JUNE 17-18, 2025

#### **IDAHO STATE UNIVERSITY**

#### **SUBJECT**

Authorization for a Subterranean Water and Sanitary Sewer Line Easement Beneath Board Property Adjacent to Alvin Ricken Drive in Pocatello, Idaho

#### REFERENCE

April 16, 2025

Idaho State University (ISU) received Board authorization to enter into a Purchase and Sale Agreement to sell 2.77 acres of real estate located on the southeastern corner of Board property near American Road and Alvin Ricken Drive. The parcel is intended to be sold to Equity Trust Company FBO De Jones ("Buyer") for \$130,000. The sale is designed to allow the Buyer to develop his landlocked property by constructing roadway access from American Road. ISU will retain an access easement through the future roadway to access undeveloped Board property.

#### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3 Section 33-107, Idaho Code

#### **BACKGROUND/DISCUSSION**

Idaho State University seeks authorization for a Sanitary Sewer and Water Easement that would further promote a private landowner's plans to develop property. The property owner of a parcel that is adjacent to Board property has learned that development of their land cannot proceed due to lack of access to sanitary sewer and water lines on American Road and because responsible multidwelling development cannot proceed using septic tanks and wells. The only available water and sewer line hookups in the area are located along Alvin Ricken Drive, which borders the southwest corner of Board property.

To enable the responsible development of the adjacent property - which may include apartment-style housing - the property owner seeks authorization for a subterranean water and sewer easement beneath a narrow strip of Board property. The proposed easement would accommodate the installation and long-term maintenance of water and sewer lines at an appraised market value in consideration for the modest impact to Board property.

The subterranean easement will be located on the southwest corner of the Board's property and is not expected to interfere with any current or future development opportunities for the Board's land. The lines will be entirely underground and confined within the easement boundaries.

### CONSENT JUNE 17-18, 2025

#### **IMPACT**

This action is in harmony with the recently approved Purchase and Sale Agreement as it will allow for necessary utility access that is not available from American Road. This action will have no negative impact on ISU's later ability to develop the Board's Parcel. The easement will:

- Support responsible land development and housing expansion near the ISU Eames Complex.
- Facilitate necessary access to public utility infrastructure
- Preserve the integrity and usability of Board property for future purposes
- Does not conflict with anticipated or potential use of Board Land; and
- Fair market value price will be received in consideration of the subterranean utility easement.

#### **ATTACHMENTS:**

Attachment 1 - Reference Map Attachment 2 - Legal Description

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board approval is required for any real property interest under Policy V.I.3.and this easement request from Idaho State University (ISU) meets policy requirements.

The proposed underground easement is of limited impact as it occupies a small strip at the parcel's southwest corner and does not restrict present or future use of Board land. This request from ISU is aligned with prior action as it complements the April 2025 Board approved sale that provided roadway access to the same adjacent parcel.

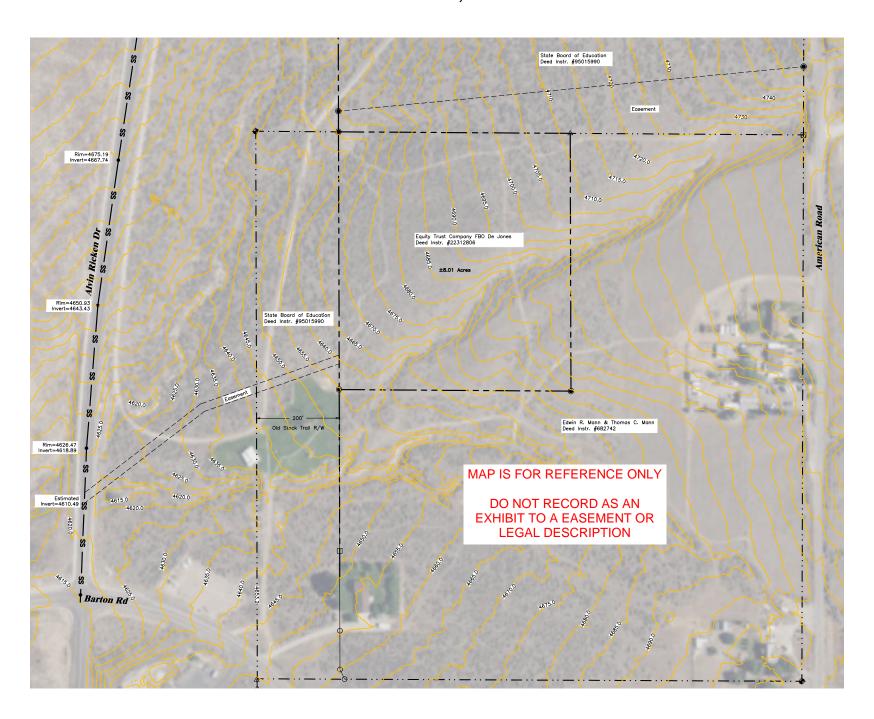
Installation and maintenance are the developer's responsibility, and ISU incurs no cost or liability while retaining full surface rights. Additionally, it enables central water and sewer service for planned multi-family housing near the Eames Complex, which supports local development and public health goals.

Board staff recommends approval.

#### **BOARD ACTION**

I move to approve the easement for subterranean sanitary sewer and water lines beneath Board property for fair market value near Alvin Ricken Drive in Pocatello, Idaho and to authorize ISU's Vice President of Operations to execute all documents required to record the easement.

Mayad by	, Casandad by	Carriad Vac	NIA
Moved by	Seconded by	Carried Yes	No





#### **Sanitary Sewer and Water Easement**

Legal Description

A strip of land being thirty-six (36) feet wide, eighteen (18) feet on each side of the following described centerline, located within Section 31, Township 6 South, Range 35 East Boise Meridian, Bannock County, Idaho, described as;

Commencing at the Center Quarter corner of Section 31, Township 6 South, Range 35 East and running N 89°37'15" W 1123.75 feet along said Latitudinal Centerline of said Section 31 to the Northwest corner of a parcel described in Deed Instr. #22312806, thence S 00°09'46" E 550.00 feet along the West 1/16<sup>th</sup> line to the **Point of Beginning**,

Thence S 70°31'47" W 350.37 feet,

Thence S 52°34'53" W 358.80 feet, more or less, to the centerline of an existing sanitary sewer line in Alvin Ricken Drive, said point being the **Point of Terminus.** 

The sidelines of the strip of land are to lengthen or shorten as required to create a continuous strip of land.

The strip of land contains  $\pm 25,530$  Sq. Feet or 0.59 Acres

JRR / AJT

January 28, 2025 REV May 9, 2025

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### CONSENT JUNE 17-18, 2025

#### **UNIVERSITY OF IDAHO**

#### **SUBJECT**

Amendment of site lease to Red Star Coffee Company.

#### REFERENCE

October 2024

Approved site lease - Red Star Coffee

#### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.a

#### **BACKGROUND/DISCUSSION**

In October 2024 the Regents approved a site lease for a local, privately owned drive-through food and beverage stand on property currently used by the University as a 39-space parking lot for UI campus residential occupants. To privately finance the project, the developer has since requested the University extend the term of the lease and adjust the rent schedule. All other terms of the lease remain the same as those previously approved by the Regents.

#### **IMPACT**

The proposed amendment extends the fixed term from ten years to twenty (with two, five-year renewal options instead of one). Also, the amended rent schedule defers a portion of those rent payments previously approved for the first five years so that they will be collected in the final five years of the new twenty-year fixed term. The additional fixed term and renewal option terms escalate rent to be paid at the same rate (15% with each five-year increment) as the previously approved rent schedule. The rental rate originally approved was based upon an independent qualified commercial land use appraisal of land value and landlord yield rates.

#### **ATTACHMENTS**

Attachment 1 – Proposed site lease amendment

Attachment 2 - Original Red Star site lease

#### STAFF COMMENTS AND RECOMMENDATIONS

Board approval is required for lease amendments exceeding five (5) years under Policy V.I.2.a.

The proposed lease amendment with Red Star Coffee Company extends the term from 10 to 20 years with two additional 5-year renewals. Rent escalation remains 15 % every five (5) years, but a portion of Years 1-5 rent is deferred to Years 16-20 to aid project financing. This update will provide the developer with the ability to privately finance the project. All other lease provisions are unchanged.

Board staff recommends approval.

### CONSENT JUNE 17-18, 2025

Planning to 1)	rove the University's Assoce execute the attached First Ar h the draft submitted, and 2) o	nendment to Site Leas	e in substant	al
Moved by	Seconded by	Carried Yes	No	

#### FIRST AMENDMENT TO SITE LEASE

This First Amendment to Site Lease (First Amendment) is made by and between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (Landlord) and Red Star Coffee Company, LLC an Idaho limited liability corporation (Tenant). This First Amendment shall revise the November 1, 2024, Site Lease between the parties, and this First Amendment shall become effective July 1, 2025.

Now, THEREFORE, in consideration of the mutual promises contained herein, Lessor and Lessee agree as follows:

- A. Section 3 of Site Lease is hereby deleted and replaced with the following Section 3:
- "3. Term and Renewal Options: Lease shall commence on the Effective Date and shall expire on March 31, 2045 (the "Term"). The Lease shall immediately terminate upon the expiration of Term and be of no further force and effect, except as provided herein. Unless this Lease has been terminated early or Tenant is in uncured default, with Tenant's written notice to Landlord received on or before May 31, 2044, Tenant may exercise an option to extend its term for one, five-year period (April 1, 2045, through March 31, 2050), hereafter referred to as the "First Renewal Term". Unless this Lease has been terminated early or Tenant is in uncured default, with Tenant's written notice to Landlord received on or before May 31, 2049, Tenant may exercise a second option to extend its term for one additional, five-year period (April 1, 2050, through March 31, 2055), hereafter referred to as the "Second Renewal Term". All provisions of this Lease shall remain valid during each renewal term and Rent for each renewal term is shown on the attached Exhibit B."
- B. Section 4 and Exhibit B of Site Lease are hereby deleted and replaced with the attached amended "Exhibit B" and the following Section 4:
- "4. Rent: Premises are leased to Tenant for the monthly rent amounts shown as "Amended Rent Schedule" in Exhibit B attached and incorporated herein ("Rent"). No rent shall be due November 1, 2024, through March 31, 2025. Commencing April 1, 2025, and for the remainder of the Term (and any renewal term if exercised by Tenant), Rent shall be due to Landlord on or before the first day of each month. Rent shall be made payable to Bursar, University of Idaho, and mailed to the attention of "General Accounting, University of Idaho, 875 Perimeter Dr MS 3166, Moscow ID 83844-3166", or as otherwise directed in writing by Landlord to Tenant. Except as explicitly provided herein, it is the purpose and intent of Landlord and Tenant that Rent shall be absolutely net to Landlord and this Lease shall yield, absolutely net to Landlord, the Rent specified and that Tenant shall pay all costs, charges and expenses of every kind and nature whatsoever against the Premises that may arise or become due during the term and that, except for the execution and delivery of this Lease, would or could have been payable by Landlord."
- C. The Site Lease and this First Amendment constitute the entire agreement between the parties with respect to Premises of Site Lease and may only be further amended or altered by

### CONSENT JUNE 17-18, 2025

#### **ATTACHMENT 1**

subsequent written agreement executed by both parties. All other provisions of the Site Lease are unchanged and shall remain in full force and effect. Except as explicitly established by this First Amendment, all provisions of the Site Lease shall apply to this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date(s) set forth below.

LANDLORD	TENANT
By: Kim Salisbury AVP Finance and Planning	By: Kelly Kimberling Title:
Date —	Date

# **CONSENT JUNE 17-18, 2025**

### **ATTACHMENT 1**

### **Exhibit B Amended Rent Schedule**

July 1, 2025 through March 31, 2030	\$1750/month
April 1, 2030 through March 31, 2035	\$4025/month
April 1, 2035 through March 31, 2040	\$4625/month
April 1, 2040 through March 31, 2045	\$7069/month
First Renewal Term if properly exercised by Tenant	\$6117/month
Second Renewal Term if properly exercised by Tenant	\$7033/month

#### SITE LEASE

THIS SITE LEASE (Lease) is effective as of November 1, 2024 (the "Effective Date"), by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and body politic and corporate organized and existing pursuant to the Constitution and laws of the State of Idaho ("Landlord") and RED STAR COFFEE COMPANY, LLC, an Idaho limited liability corporation ("Tenant"). This agreement is hereinafter referred to as the "Lease".

#### RECITALS

- A. Landlord is the owner of certain real property described in the attached Exhibit A and the improvements made to that real property ("Premises"). Landlord and Tenant each desire to enter into a site lease for the Premises to permit occupation, development and use by Tenant under terms and conditions of this Lease; and
- B. Premises are currently improved with paved parking and landscaping owned by Landlord and included in the Premises under this Lease; and
- C. Tenant proposes to install or construct a drive-through food and beverage stand and desires to remove and replace certain existing improvements to accommodate Tenant's proposed use.

#### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. <u>Recitals:</u> The parties acknowledge the foregoing Recitals are true and all terms and/or conditions set forth therein are incorporated into this Lease.
- Premises, Condition and Tenant Inspection: Landlord hereby leases to 2. Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions expressed herein, certain real property located in the City of Moscow in Latah County, Idaho, specifically described in Exhibit A as attached hereto and incorporated herein. Premises refers to the land and existing improvements thereon, including but not limited to asphalt paving, striping, lights, curbing, landscaping, and irrigation infrastructure. Prior to the Effective Date Landlord hereby grants Tenant permission, at Tenant's sole expense, to inspect the condition and suitability of Premises for the purposes of Tenant's proposed use. Therefore, when Tenant takes possession of Premises, Tenant shall accept the Premises in its "AS-IS" condition with all faults, if any, including both latent and patent defects. Landlord is not making, will not make, has not made and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises including, without limitation, the existence of hazardous waste or the suitability of Premises for Tenant's intended use. Tenant's use and occupation of the Premises under this Lease will be at Tenant's sole risk and in reliance solely upon Tenant's inspection or non-inspection as to the condition and suitability of Premises. Premises shall NOT include any utility or telecommunication infrastructure presently located on Premises, which shall remain as presently located unless and until engineering plans for relocation are provided to and approved in writing by Landlord, which approval may be withheld at the sole and absolute discretion of Landlord and subject to the terms established for utility

SITE LEASE - Page 1

installation as provided by Section 10 of this Lease. Tenant shall be solely responsible for parking enforcement (if any) on Premises.

- 3. Term and Renewal Option: Lease shall commence on the Effective Date and shall expire on March 31, 2035 (the "Term"). The Lease shall immediately terminate upon the expiration of Term and be of no further force and effect, except as provided herein. Prior to Effective Date Tenant shall have no possessory rights and obligations regarding Premises and Landlord shall remain in possession of and responsible for the Premises and shall have all rights and obligations regarding Premises. Unless this Lease has been terminated early or Tenant is in uncured default, with Tenant's written notice to Landlord received on or before May 31, 2035, Tenant may exercise an option to extend its term for one, five-year period (April 1, 2035 through March 31, 2040), hereafter referred to as the "Renewal Term". All provisions of this Lease shall remain valid during the Renewal Term and Rent for Renewal Term is shown on the attached Exhibit B.
- 4. Rent: Premises are leased to Tenant for the monthly rent amounts shown in Exhibit B "Rent Schedule" attached and incorporated herein ("Rent"). No rent shall be due November 1, 2024, through March 31, 2025. Commencing April 1, 2025, and for the remainder of the Term (and Renewal Term if exercised by Tenant), Rent shall be due to Landlord on or before the first day of each month. Rent shall be made payable to Bursar, University of Idaho, and mailed to the attention of "General Accounting, University of Idaho, 875 Perimeter Dr MS 3166, Moscow ID 83844-3166", or as otherwise directed in writing by Landlord to Tenant. Except as explicitly provided herein, it is the purpose and intent of Landlord and Tenant that Rent shall be absolutely net to Landlord and this Lease shall yield, absolutely net to Landlord, the Rent specified and that Tenant shall pay all costs, charges and expenses of every kind and nature whatsoever against the Premises that may arise or become due during the term and that, except for the execution and delivery of this Lease, would or could have been payable by Landlord.
- 5. Ownership, Construction, Maintenance and Replacement of Improvements: Tenant shall maintain, repair, replace, demolish, develop and/or construct improvements thereon over the Term as provided by this Lease. All improvements constructed or installed on Premises (excepting those utilities existing on Premises prior to commencement or those subsequently installed by Landlord, its concessionaire, or contractor, hereafter referred to as the "Landlord Utilities") shall be owned by Tenant or Tenant's utility provider.

Before any construction, installation, subsequent alteration (including, without limitation, color changes and landscaping) or improvement (including, without limitation parking areas and signs; provided that temporary (less than 10 days) signs and decorations associated with Tenant's special events shall be permitted without Landlord's approval but subject to campus or City of Moscow regulations) to any building, grounds or other existing improvement located on Premises is commenced, Tenant shall obtain Landlord's written approval from Landlord upon Tenant's submission to the directors of Landlord's Architectural and Engineering Services or functional equivalent at the time of construction, alteration or improvement planning. When requesting Landlord's approval, Tenant shall submit sufficient information to Landlord's designated staff to enable Landlord to make a reasonable decision as to acceptability of the proposed improvement. Such approval shall not be unreasonably withheld, conditioned, or

delayed. Tenant and Landlord hereby agree that Landlord may reasonably withhold approval of any proposed construction, alteration or improvement in order to preserve the architectural character of the campus and neighborhood located on Landlord's nearby property, and that it is reasonable for the Landlord to withhold approval for construction and alterations that are inconsistent with the architectural style existing in similarly used or reasonably comparable buildings on campus at the time of Tenant's submission. It shall not be reasonable for Landlord to withhold approval to prohibit the style or character implied by the permitted use (a drive-through food and beverage stand) or to initiate an architectural style not existing in similarly used or comparable buildings on campus at the time of Tenant's submission.

Once any construction, alteration or improvement is commenced by Tenant or its agents, the same shall be continuously and diligently pursued to completion. All construction staging shall occur on Premises, unless a separate license agreement is granted by Landlord specifying the precise location that staging may occur on Landlord's nearby property. Landlord shall have no obligation to provide such licensed staging area outside the Premises. The parties agree to work diligently and cooperatively with each other with respect to any previously approved construction and alterations of the building, including cooperation to obtain those approvals required by applicable regulatory jurisdictions necessary for the initial construction, operation, and/or alteration of a proposed building or other improvement.

Tenant, at its sole expense, shall keep Premises, including the improvements it makes to Premises, and the adjoining street-side walkways and curbs clean and safe and in good order, repair, and condition free of accumulations of snow, ice, or debris. Tenant shall make all repairs (including structural repairs) and replacements necessary. Tenant shall maintain the Premises and any improvements (excluding Landlord Utilities) in compliance with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies. If replacement of improvements or any portion thereof is necessary (excluding Landlord Utilities), Tenant shall replace with improvements of the same quality, and repair all damage done in or by such replacement. Aside from installation and delivery of sanitary sewer and stormwater management utilities, Landlord shall not be required to furnish any other utility or facilities, or to make any repairs or alterations to the Premises or improvements, and Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of Premises and improvements during Term.

- 6. <u>Surrender of Premises at Termination:</u> Prior to termination Tenant shall remove all personal property and real property improvements Tenant has installed on Premises (excluding paving, curbing, landscaping, and those utilities serving the real property improvements of the Premises). All clearing and restoration of Premises upon surrender shall be completed at Tenant's sole cost and expense. Tenant shall not be entitled to compensation for any value attributed to the improvements surrendered under the terms of this Lease. In the event Tenant is not in compliance with surrender terms set forth in this Section, Tenant shall pay to Landlord, upon thirty (30) days of invoice, an amount equal to amount paid by Landlord to complete such clearing and restoration following termination of this Lease.
- 7. <u>Taxes:</u> Tenant shall pay all applicable taxes, license fees, permits, special assessments or other charges (if any) which may become due or which may be lawfully assessed

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against Premises, against Tenant, against the business conducted on Premises and against any and all improvements thereon during or for the period of the Term of this Lease even if such charges accrued during the time of Tenant's occupation are not due and payable until after termination of this Lease.

**Right to Assign:** Tenant shall not assign this Lease or sublet the Premises, or any part or portion thereof, without the prior written consent of the Landlord, which consent may be withheld at the sole and absolute discretion of Landlord. Notwithstanding any assignment and/or subletting, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease until the assignee and/or subtenant shall execute and deliver to Landlord an instrument by the terms and provisions of which such assignee and/or subtenant shall assume and agree to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Upon the execution and delivery of such instrument, and subject to the prior approval from Landlord as described above, Tenant shall be relieved and discharged of and from all obligations under this Lease accruing from and after the date of execution of the instrument by any such assignee and/or subtenant. Unless otherwise assumed by the assignee and/or subtenant and such assumption is enforceable by Landlord, no assignment of this Lease shall release, waive or discharge Tenant from any liability or obligation arising from or accruing prior to the date any assignee and/or subtenant assumes and agrees to be bound by and to perform all terms, conditions, covenants and obligations of Tenant under this Lease. Landlord's consent to one assignment and/or subletting shall not waive Tenant's obligation to obtain Landlord's consent or Landlord's right to object to any future assignment and/or subletting.

In the event of sale, transfer or assignment by Landlord of Landlord's interest in the property on which the Premises are located, Landlord shall cause such successor in interest to expressly assume in writing all of Landlord's duties and obligations pursuant to this Lease. Upon receipt of such assumption by the successor in interest, Landlord shall be released from any and all obligations or duties arising under this Lease.

- 9. Permitted Uses and Improvements: Tenant shall use and occupy Premises for the sole purpose of constructing, operating, maintaining, and removing a drive-through non-alcoholic beverage and food stand as depicted in the attached site plan (attached and incorporated herein as Exhibit C). Additional improvements and uses may be permitted but shall be subject to Tenant's prior written request to Landlord for approval of Tenant's submitted plans and written specifications for additional use or improvements, which approval may be reasonably withheld to conform to Landlord standards for use, appearance and safety. Failure of Tenant to comply with such use limitations, to obtain Landlord's prior approval for additional improvements, or to receive any applicable jurisdictional approvals upon initiation of such use or completion of such improvements, shall be deemed a default under this Lease and any expenses assumed by Landlord to remedy any incomplete construction activity or violation of jurisdictional rules shall be considered as additional damages to any other damages which may result from Tenant's default under terms of this Lease.
- 10. <u>Utilities and Services:</u> Landlord shall provide at no additional cost to Tenant installation and use of Landlord Utilities which, for the purpose of this Lease, only includes

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sanitary sewer and stormwater management utilities to serve Premises and Tenant's permitted uses. Tenant shall pay directly to each other utility or service provider (other than Landlord as provided above) for any utility installation, use or service fees as billed by such other utility or service provider for Tenant's use of Premises during the Term of the Lease. Landlord agrees to facilitate coordination of installation, alteration, repair, or replacement between Tenant and Landlord's utility concessionaire for required sanitary sewer or stormwater management infrastructure and for its ongoing service and use as deemed necessary by Landlord for the permitted uses of this Lease. Installation, alteration, repair, or replacement of any other utilities desired by Tenant shall be secured by Tenant and coordinated with Landlord to ensure it will not interfere with existing or proposed Landlord owned utilities on the Premises and any such work done by such other utility provider at the request of Tenant shall be paid for by Tenant. Tenant shall be responsible for securing any telecommunications services as they are not provided by Landlord.

11. Indemnification and Insurance: Tenant agrees to indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done in and on the Premises and/or Improvements and will further indemnify and save Landlord harmless against and from any and all claims arising during the term of this Lease from any condition of the improvements or any street, curb, or sidewalk adjoining the Premises and/or improvements, or passageways or space therein or appurtenant thereto, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or arising from any act or negligence of Tenant or any subtenant or occupant of the improvements or any part thereof, or of its or their agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person or property occurring during the term of this Lease in or about the Premises and/or improvements, or upon or under the sidewalks and the land adjacent thereto, and from and against all judgments, costs, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and in case any action or proceeding is brought against Landlord by reason of any such claims, Tenant upon notice from Landlord covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. For avoidance of doubt, Tenant's indemnification obligations under this Lease are not intended and shall under no circumstances be deemed to be "collectible liability insurance coverage" for the purposes of I.C. § 6-926(1).

During the Term of this Lease, Tenant is required to carry the types and limits of insurance as set forth in this Section. All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Tenant shall furnish Landlord with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Landlord may choose to maintain. All certificates shall provide for thirty (30) days' written notice to Landlord prior to cancellation or material change of any insurance referred to therein. All policies shall name State of Idaho and the Regents of the University of Idaho as an additional insured. Certificates shall be mailed to: 875 Perimeter Dr MS 2433, Moscow, ID 83844-2433, Attn: Risk Management. All policies shall contain waiver of subrogation coverage or endorsements.

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Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. Failure to maintain the required insurance and Tenant's failure to cure any such requirement within the time provided and under the terms set forth in Section 21 of this Lease may result in termination of this Lease at Landlord's option. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Lease. Tenant shall require any subtenants, contractors or subcontractors of any tier to comply with the insurance provisions of this Lease. In the event Tenant is not occupying space and is enforcing the subtenant's compliance with these insurance provisions, Tenant shall not be responsible, as a requirement of this Lease, to maintain the specific insurance required below.

Tenant shall obtain or require subtenants, contractors, and subcontractors of any tier as applicable to obtain insurance of the types and in the amounts described below.

- A) Commercial General and Umbrella Liability Insurance. Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
- B) Commercial Auto Insurance. Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$10,000. Coverage shall include Non-Owned and Hired Car coverage.
- C) Personal property. Tenant (or subtenant, contractors or subcontractors of any tier) shall purchase insurance to cover Tenant's (or subtenant's, contractors' or subcontractors' of any tier) personal property. In no event shall Landlord be liable for any damage to or loss of personal property sustained by Tenant (or subtenant, contractors or subcontractors of any tier), whether or not insured, even if such loss is caused by the negligence of Landlord, its employees, officers or agents.
- D) Workers' Compensation. Where required by law, Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain all statutorily required coverages including Employer's Liability.
- 12. **Property Encumbrances:** This Lease is subject to all applicable restrictions, reservations, limitations, and other rights of record, and is subject to any and all easements for

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public utilities of record. By entering into this Lease, Tenant acknowledges that it has inspected and is satisfied with the quality of title for the Premises being leased and accepts all encumbrances recorded or known to exist for the Premises.

13. <u>Hazardous Materials:</u> Tenant shall not, nor shall it allow others to, accumulate, use, or store on the Premises materials classified as hazardous, biomedical or toxic waste except in compliance with environmental laws and other applicable state, federal, or local laws, rules or regulations. Tenant shall comply and require subtenants to comply with any lawful order by an entity with authority to regulate the use, accumulation, storage or disposal of hazardous waste. As used herein, the term "environmental laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA), the Resource Conservation Recovery Act, as amended (RCRA), the Federal Water Pollution Control Act, the Clean Air Act and any similar local, state or federal law, rule, ordinance or regulation. As used herein, the term "hazardous materials" shall mean any hazardous substance, pollutants, contaminants, or other hazardous waste or toxic substances defined in any environmental laws including, without limitation, petroleum and petroleum products, asbestos and asbestos containing materials, PCBs and urea-formaldehyde.

Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees), causes of action and judgments arising out of or related to hazardous materials existing in, or under the Premises subsequent to Tenant's occupation of the Premises. Tenant shall not be liable for any pre-existing conditions on the Premises or conditions occurring during Landlord's use of the Premises.

- 14. **Waste and Nuisance Prohibited:** Tenant shall comply, during the term of this Lease, with all applicable laws affecting the Premises. Tenant shall not commit, or suffer to be committed, any waste on the Premises or improvements, or any nuisance.
- 15. **Remedies and Forbearance/Waivers:** No delay or omission on the part of Landlord or Tenant to exercise any right or power granted herein shall impair any such right or power nor shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.
- 16. Officials, Agents. and Employees Not Personally Liable: It is agreed that in no event shall any official, officer, employee or agent of the Landlord, nor any official, officer, employee or agent of the Landlord be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Lease.
- 17. **Quiet Enjoyment:** Landlord covenants that the Tenant shall have the peaceful and quiet enjoyment of the Premises for the term of the Lease.
- 18. Right of Entry and Landlord Reservation of Use Rights: Tenant shall permit the Landlord and the agents and employees of the Landlord to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same for compliance with the terms of this Lease; provided, however, that Landlord shall first give seventy-two (72) hours

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written notice of its desire to inspect Premises, when such inspection requires entry into a building owned by Tenant. Such notice for right of entry and inspection procedures for building interiors shall not apply during an emergency in which such notice is impractical and Landlord's access to Premises is necessary for preservation of life and/or property. At Landlord's sole expense, or as separately agreed to by the affected parties, Landlord reserves the right to install public or private utilities, communication lines and cables and any other services for the benefit of Landlord or Landlord's surrounding properties on, over, under or through those portions of Premises Landlord deems necessary for utility lines; and provided that Landlord's installation, operation, repair and replacement of such service or utility does not unreasonably interfere with Tenant's permitted use of Premises and Landlord promptly repairs any damage done to the Tenant's improvements on Premises caused by the installation, operation, repair and replacement of such utilities or services. Landlord hereby reserves the rights-of-way for the location and maintenance of all utilities, telecommunication lines and cables and any other services currently existing on, over, under or through the Premises.

- Mechanics' Liens: Tenant shall not suffer or permit any mechanics', vendors', laborers', or materialmen's statutory or similar liens (collectively "mechanics' liens") to be filed against the Premises or the improvements, nor against Tenant's leasehold interest in the Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding any interest in the Premises and/or the Improvements or any part thereof through or under Tenant. If any such mechanic's lien shall be filed, Tenant shall, within ninety (90) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Subject to the foregoing provisions, if Tenant shall fail to cause such lien to be discharged within such 90-day period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvements, alteration to or repair of the Premises or the Improvements or any part thereof, nor as giving Tenant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the Premises.
- 20. <u>Damage or Destruction of Improvements:</u> Tenant covenants that in case of damage or destruction of the improvements by fire or any other cause, insured or uninsured, it will promptly, at its sole cost and expense, restore, repair, replace or rebuild as nearly as possible to the condition, quality and class it was in immediately prior to such damage or destruction, or with such changes or alterations as Tenant shall elect to make in conformity with Section 9 of this Lease. Such restoration, repairs, replacement, or rebuilding shall be commenced promptly and prosecuted with reasonable diligence. If insurance proceeds, if any, recovered in respect of any insured damage or destruction, less any cost of recovery, shall be insufficient to pay the entire cost of such restoration, repairs, replacement or rebuilding, Tenant covenants to pay the deficiency. Tenant's obligation to make payment of the basic rent and all other charges on the part of Tenant to be paid and to perform all other covenants and

agreements on the part of Tenant to be performed shall not be affected by any such damage to or destruction of improvements.

- 21. **Default:** In the event Landlord shall at any time deem Tenant or any assignee and/or subtenant in breach of this Lease, Landlord shall promptly notify Tenant and any such assignee and/or subtenant, in writing, stating specifically the nature of any such alleged breach. Tenant and any such assignee and/or subtenant shall not be deemed to be in default hereunder unless Tenant and/or any such assignee and/or subtenant fails to cure any such default within ninety (90) calendar days after receipt of such written notice. In the event of default and failure to cure within such ninety (90) calendar days or, in the event the cure requires more than ninety (90) days and is being diligently pursued, then upon such longer failure to cure, Landlord shall have the right to terminate Lease and collect liquidated damages as set forth in Section 22, in addition to all rights and remedies provided by law.
- 22. <u>Liquidated Damages:</u> Notwithstanding anything to the contrary herein, upon termination for default, as set forth in Section 21, Tenant shall immediately pay Landlord the balance of Rent due for the remainder of Term as liquidated damages. The parties agree that, because of Landlord's significant investment in Landlord Utilities, which the Rent is intended to offset, the potential damages are difficult to ascertain, and the accelerated Rent payment is a reasonable forecast of Landlord's damages. Landlord shall credit Tenant against the accelerated Rent payment if Landlord collects any rent from a new tenant during the term of this lease. This provision shall survive the termination of this Lease.
- 23. <u>Integration:</u> This Lease embodies the entire agreement regarding the disposition of the rights associated with the Premises and represents the understanding of the parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Lease shall not be modified except in writing signed by all parties to be bound.
- 24. <u>Execution of Documents:</u> The parties agree that they shall sign or cause to be signed all documents necessary to the effectuation of this Lease or any of the provisions herein.
- 25. Authority to Enter Lease: Landlord has the authority to enter into this Lease and that the execution, delivery of this Lease and the performance of the contractual obligations set forth herein are not in violation of any federal, state, or local statute, ordinance, rule or regulation and that no consents not already obtained are required. Individuals signing on behalf of Landlord and Tenant have the delegated authority to obligate their respective entity as provided by this Lease.
- 24. <u>Notices:</u> All notices under this Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by registered or certified United States mail, postage prepaid, and properly addressed as follows:

If to the Landlord:

Regents of the University of Idaho

Attn: Vice President, Finance and Administration

875 Perimeter Dr MS 3168 Moscow ID 83844-3168

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If to the Tenant:

Red Star Coffee Company, LLC

315 S Almon St Moscow ID 83843

The addresses provided above may be changed and additional addresses or notices may be specified from time to time by notice given in writing in accordance with this Section.

- 25. <u>Binding Effect:</u> This Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.
- 26. Severability: If any term or provision of this Lease or the application of it to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.
- 27. <u>Headings:</u> Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.
- 28. <u>Counterparts:</u> This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 29. <u>Time of the Essence:</u> Time is of the essence in this Lease, and of each and every covenant, term, condition, and provisions thereof.
- 30. Nondiscrimination and Affirmative Action: Landlord and Tenant shall not discriminate against any employee or applicant for employment in the performance of this Lease, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Site Lease. Landlord and Tenant certify that they do not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Landlord and Tenant agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:
  - A) For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

- B) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).
- C) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).
- D) For nondiscrimination based on Age this includes, but is not limited to, executive Order 11141, February 12, 1964 (29 CFR 2477).
- E) Landlord and Tenant shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.
- 31. <u>Venue, Governing Law:</u> Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.
- 32. <u>No Partnership:</u> The provisions of this Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective as of the day and year first above written.

LANDLORD:	TENANT:
BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO	RED STAR COFFEE COMPANY, LLC
By Kim Salisbury, Associate Vice President Budget and Planning	By
Date	Date

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## **Exhibit A**

All that portion of the Southwest Quarter of the Southeast Quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian lying south of the former Burlington Northern Railroad right of way (said former railroad right of way now owned by the DeMeerleer Family Limited Partnership) and bounded on the south by the north right of way of Third Street and bounded on the west by the east right of way of Line Street, said parcel containing approximately 0.58 acres.

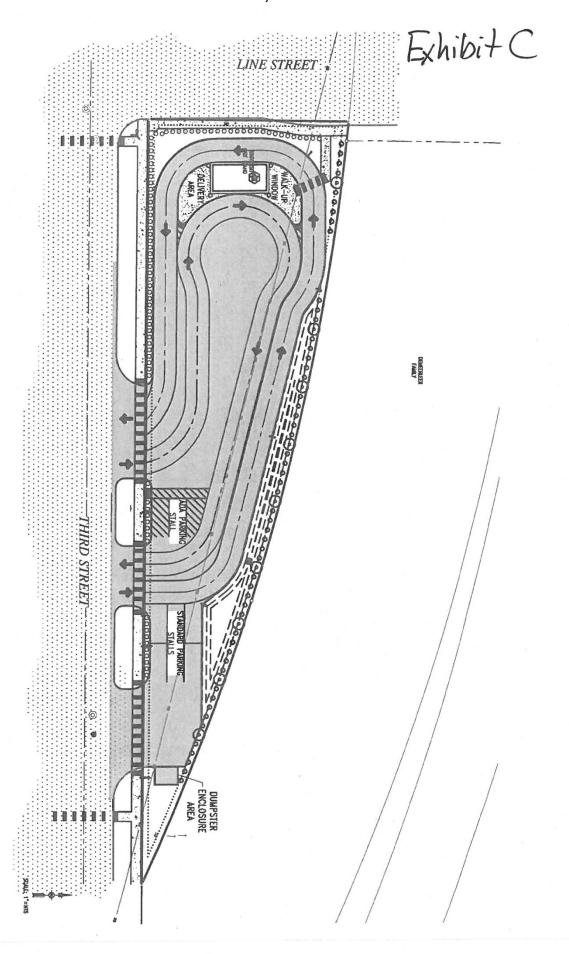
## **ATTACHMENT 2**

## **Exhibit B Rent Schedule**

April 1, 2025 through March 31, 2030 \$3500month

April 1, 2030 through March 31, 2035 \$4025/month

Renewal Term if properly exercised by Tenant \$4625/month



#### **UNIVERSITY OF IDAHO**

## **SUBJECT**

Amendment to License Agreement with AT&T Wireless Services

#### REFERENCE

August 2014

Approved license agreement.

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.a

## **BACKGROUND/DISCUSSION**

Since 2001 AT&T has been permitted, through a prior license agreement, to install and maintain transmission equipment on the rooftop of Ul's Theophilus Tower. This equipment is used by AT&T to provide its customers with wireless personal communication service in the surrounding area. That agreement was replaced in 2014 with the currently effective license. AT&T is proposing to add an emergency generator near the site and to extend its term of occupation to 2044. The proposed amendment also updates other terms of the existing agreement with current notice addresses and removes indemnification provisions no longer acceptable to the State of Idaho. The additional renewal options proposed for AT&T provide fee increases of 15% to UI for each of the additional five-year extensions.

#### **IMPACT**

The University will maintain and extend its current revenue stream and has no objections to the installation of the emergency generator to support continued operation in the event of interruption to normal service. University staff have determined placement of the emergency generator as proposed will not interfere with university operations in or around this student residential building.

#### **ATTACHMENTS**

Attachment 1 – Proposed License Amendment

#### STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.2.a requires Board approval for license or lease amendments that extend occupancy beyond five years or materially modify terms. AT&T's proposed First Amendment to its rooftop license on Theophilus Tower meets the policy threshold.

Key amendment terms: 1) Additional equipment – authorizes installation of a small standby generator adjacent to the existing rooftop facility to ensure continuous cellular service during power outages. UI facilities staff have reviewed the placement and it presents no structural or operational conflicts with the residence hall, 2) Term extension - adds four successive five (5) year renewal options, potentially extending the license from 2024 to 2044, 3) Compensation – each new

five (5) year option increases the annual fee by 15%, preserving market-rate revenue for UI, 4) Legal updates – revises notice addresses and removes indemnification language that conflicts with State of Idaho requirements, all other provisions remain unchanged.

The amendment secures a long-term, inflation-indexed revenue stream, improves network resiliency for UI students and the surrounding community, and poses no adverse impact on UI's campus operations.

Board staff recommends approval.

## **BOARD ACTION**

I move to approve the University's Associate Vice President for Finance and Planning to execute the attached First Amendment to License Agreement in substantial consistency with the form submitted in Attachment 1 and execute those related documents anticipated by that license amendment.

Moved by	Seconded by		Carried `	Yes	N	_ ol	
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#### FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement ("First Amendment") is made by and between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate, organized and existing under the Constitution and laws of the State of Idaho having a mailing address of 875 Perimeter Drive MS 3162, Moscow ID ("Grantor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, registered to conduct business in Idaho and successor in interest to AT&T Wireless Services of Idaho, Inc., having an address of 1025 Lenox Park Blvd. 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("Grantee"). This First Amendment shall revise the License Agreement ("Agreement") between the parties for Grantor's real property located at 1001 Paradise Creek St., Moscow, ID 83844 ("Site") and signed by the Grantor on August 18, 2014. First Amendment shall become effective upon the date of full execution by both parties.

Now, THEREFORE, in consideration of the mutual promises contained herein, Grantor and Grantee agree as follows:

- A. Exhibit 1-A of Agreement is hereby supplemented with a second page for Exhibit 1-A (which second page is hereby attached and incorporated into this First Amendment). All references in the Agreement to "Exhibit 1-A", shall hereby be deemed to refer to both pages of Exhibit 1-A. The existing Exhibit 2-A of the Agreement is hereby deleted and replaced with a new Exhibit 2-A which shall include Grantee's additional equipment being installed in the expanded license area pursuant to this First Amendment.
- **B.** Section 1 of the Agreement is hereby deleted and replaced with the following amended Section 1:
  - "1. Grant; Site. Subject to the conditions, limitations, and restrictions set forth herein and the rules, procedures, and policies of the Grantor, the Grantor does hereby grant to Grantee a non-exclusive license to install, operate, replace, modify, and maintain Equipment on the Site for the purpose of broadcasting, and for the transmission and reception of communication signals. This grant shall include the area shown on the first page of Exhibit 1-A, plus the 9'2" x 14' area shown on the second page of the attached Exhibit 1-A. Grantee shall have the right to install, repair, maintain, modify, replace, remove, utilize, access, and operate (including but not limited to operate as may be required by applicable law) Equipment within both areas All Equipment shall remain the property of Grantee, and Grantee shall have the right to remove, replace, or repair the Equipment at any time. The parties recognize and agree that nothing in this Agreement is intended or shall be construed to be an easement or the granting of an interest in real property beyond permission to use as provided herein."

- **C.** Section 3 of the Agreement is hereby deleted and replaced with the following amended Section 3:
  - "3. Term of Agreement. The license granted under this Agreement commenced on September 1, 2014, and continued through August 31, 2019 ("the Initial Term"), followed by two optional five-year extension terms (each referred to as "Extension Term" followed by the applicable number). This First Amendment will add two additional five-year Extension Terms, through and including August 31, 2044, as more particularly specified in Section 4.

"In the event Grantee chooses not to exercise any Extension Term, Grantee shall notify Grantor in writing of Grantee's intention not to extend its term of license at least 60 days prior to the August 31 expiration date of the then current Extension Term. Once Grantee notifies Grantor that it will not exercise any Extension Term, no subsequent Extension Terms shall be available to Grantee, and Agreement shall be deemed terminated upon expiration of the then current Extension Term."

- **D.** Section 4 of the Agreement is hereby deleted and replaced with the following amended Section 4:
  - "4. <u>Fees and Expenses.</u> By no later than September 1 of each year, Grantee shall pay Grantor as follows:

Initial Term: September 1, 2014, through August 31, 2019, at \$24,000 per year Optional Extension Term 1: September 1, 2019, through August 31, 2024, at \$27,600 per year Optional Extension Term 2: September 1, 2024, through August 31, 2029, at \$31,740 per year Optional Extension Term 3: September 1, 2029, through August 31, 2034, at \$36,500 per year Optional Extension Term 4: September 1, 2034, through August 31, 2039, at \$41,975 per year Optional Extension Term 5: September 1, 2039, through August 31, 2044, at \$48,270 per year

"These amounts are referred to herein as the "Use Fee", which amount is inclusive of and shall cover electricity expenses typical for such installation and use. Use Fees for any fractional year shall be prorated. Use Fees, and/or any other charges or expenses owed by Grantee shall be payable to "Bursar, University of Idaho", and mailed to the attention of Auxiliary Services, University of Idaho, 875 Perimeter Dr. MS 2014, Moscow, ID 83844-2014, or such other address as Grantor shall provide to Grantee by written notice. Failure to pay the Use Fee or any charges or expenses assessed or incurred hereunder on or before the due date shall constitute a default by Grantee, and, in addition to all other remedies of the Grantor, Grantee shall pay late charges equal to ten (10) percent of the amount past due plus simple interest on the amount due equal to one (1) percent per month until paid."

**E.** Section 10 of the Agreement is hereby deleted and replaced with the following Section 10:

"Grantee shall indemnify, defend, and save harmless the Grantor, and the State of Idaho ("the State"), including its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Grantee's acts or omissions under

#### **ATTACHMENT 1**

this Agreement or Grantee's failure to comply with any state or federal statute, law, regulation, or rule.

"Upon receipt of the Grantor's or the State's tender of indemnity and defense, Grantee shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the Grantor and the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the Grantor and the State. Grantee's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the Grantor or the State under the Agreement. Grantee shall not be required to hold the Grantor or the State in a final order issued by a court of competent jurisdiction.

"Any legal defense provided by Grantee to the Grantor or the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the Grantor or the State, or both of them is necessary. Any attorney appointed to represent the Grantor or the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1). The Grantor and the State must approve all settlement offers and agreements made on its behalf and has the option to attend any settlement or alternative dispute resolution proceedings.

"Grantor shall be responsible only for the acts, omissions or negligence of Grantor and Grantor's employees and agents. Nothing in this Agreement shall extend the tort responsibility or liability of Grantor or the State of Idaho beyond that authorized by law, including the Idaho Tort Claims Act, Idaho Code section 6-901, et seq.

"In no event shall any official, officer, employee or agent of the State or the Board be personally liable or responsible for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, this Agreement, whether express or implied."

**F.** Section 11 of the Agreement is hereby deleted and replaced with the following:

"11. <u>Insurance</u>. Grantee and Grantee's contractors and subcontractors shall, at their own expense, carry the types and limits of insurance shown in this Section 11, and shall provide Grantor with a Certificate of Insurance executed by a duly authorized representative of each insurer at least (7) seven days prior to Grantee's use of Grantor's property. All insurers shall have a Best's rating of A-, VII, or better and be eligible to do business in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Grantor may choose

to maintain. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due to Grantor. If any of the insurance for this Agreement is arranged on a claims-made basis, Grantee shall obtain twenty-four months of tail coverage upon termination of this Agreement. Continuous claims-made coverage will be acceptable in lieu of tail coverage, provided the retroactive date is on or before the effective date of this Agreement, or twentyfour months of prior acts coverage is included. All insurance except for Workers Compensation shall be endorsed to name the State of Idaho and the Regents of the University of Idaho as additional insureds. Certificates shall be mailed to: 875 Perimeter Dr MS 3162, Moscow ID 83844-3162, Attn: Risk Management. All required policies shall contain waivers of subrogation and all endorsements necessary to fully comply with the requirements of this Agreement. Failure of Grantor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at Grantor's option. By requiring insurance herein, Grantor does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities granted to Grantor in this License. In compliance with the foregoing, Grantee shall at its sole cost and expense maintain insurance in the amounts not less than the following:

- a. Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence/annual aggregate if defense is outside the limits, or \$2,000,000 each occurrence/aggregate if defense is inside the limits. A commercial umbrella or excess policy from a carrier who meets the requirements of this Section 11 may be used to meet the limits, providing the CGL is listed on the underlying insurance in the umbrella or excess policy.
- b. Commercial Auto Insurance with a Combined Single Limit of \$1,000,000 per occurrence/aggregate, which covers Owned, Non-Owned and Hired vehicles. A commercial umbrella or excess policy from a carrier who meets the requirements of this Section 11 may be used to meet the limits, providing the auto is listed on the underlying insurance in the umbrella or excess policy.
- c. Workers Compensation: Grantee and Grantee's agents, contractors and subcontractors shall maintain all statutorily required coverages including Employer's Liability with a limit of \$100,000 Bodily Injury by accident-each accident; \$100,000 Bodily Injury by disease each employee; and \$500,000 Bodily

Injury by Disease – policy limit. Grantee is responsible for collecting Certificates of Insurance evidencing Workers Compensation coverage from Grantee's agents and subcontractors, and for forwarding such Certificates to Grantor.

- d. Grantee may elect to self-insure any of the insurance required by this Agreement, in which case, Grantee shall meet the following additional conditions:
  - (i) As a condition precedent to Grantor's acceptance of Grantee's self-insurance, Grantee shall provide Grantor with a statement on its official letterhead to confirm the types and amounts of self-insurance Grantee maintains. Upon request, Grantee shall provide such additional information as Grantor reasonably requires to obtain a certificate of self-insurance from Grantor's risk management authority.
  - (ii) Grantor shall promptly and no later than thirty (30) days after notice thereof provide Grantee with written notice of any claim, demand, or lawsuit for which it seeks coverage pursuant to this Section, and shall provide Grantee with copies of any demands, notices, summonses, or legal papers received in connection therewith;
  - (iii) Grantor shall not settle any such claim, demand, or lawsuit without the prior written consent of Grantee; and (iv) Grantor shall fully cooperate with Grantee in the defense of the claim, demand, or lawsuit.
- e. Personal property: In no event shall Grantor be liable for any damage to or loss of personal property sustained by Grantee or Grantee's agents or contractors, whether or not insured, even if such loss is caused by the negligence of Grantor, its employees, officers, or agents."
- **G.** Section 12 of the Agreement is hereby deleted and replaced with the follow Section 12:

"Pursuant to Idaho Code §§ 18-8703, 67-2346, 67-2347A, and 67-2359, the Licensee certifies: (1) it is not and will not for the duration of the Agreement be an abortion provider or affiliate abortion provider as those terms are defined in Idaho Code § 18-8702; (2) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; (3) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture,

or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d); (4) it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China; and (5) it will not assign or seek to assign the Agreement or License to a person who operates in violation of any terms of this Agreement. The State of Idaho may immediately terminate the Agreement at its convenience upon receipt of information that Contractor is in violation of the terms of this section."

**H.** Section 16 of the Agreement is hereby deleted and replaced with the following amended Section 16:

"16. **NOTICES.** All notices, requests and demands hereunder will be given as

follows:

For Notices of Default to Grantee:

- (a) To Grantee's Lease Administration Department by email at NoticeIntake@att.com; and
- (b) To Grantee's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

New Cingular Wireless PCS, LLC

Attn.: Legal Dept - Network

Operations

Re: Cell Site #: WASNU2629; Cell Site Name: Moscow Dormitory

(ID) Fixed Asset#: 10075841

208 S. Akard Street Dallas, TX 75202-4206

All other notices will be sent:

- (a) To Grantee's Lease Administration Department by email at <a href="NoticeIntake@att.com">NoticeIntake@att.com</a> with the FA#, Cell Site#, and Cell Site Name in the email subject line; and
- (b) To Grantor at:
  University of Idaho, Attn. V.P., Finance
  & Admin. 875 Perimeter MS 3168
  Moscow, ID 83844-3168

Notices by email to Grantee's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt,

#### **ATTACHMENT 1**

but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered.

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

I. All other provisions of the Agreement are unchanged and shall remain in full force and effect. In the event of any discrepancy or conflict between this First Amendment and the original License Agreement, the terms of this First Amendment shall prevail.

## **ATTACHMENT 1**

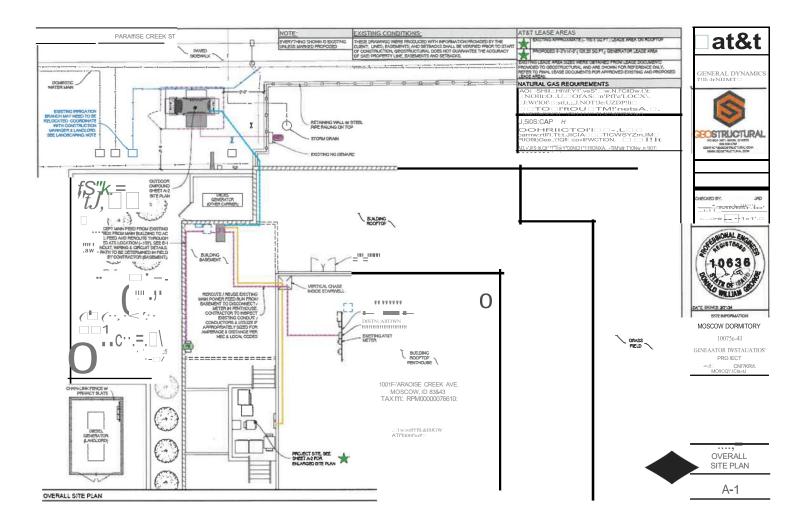
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date(s) set forth below.

GRANTOR: Board of Regents of the University of Idaho	GRANTEE: New Cingular Wireless PCS, LLC, a Delaware limited liability company
	By: AT&T Mobility Corporation Its: Manager
Kim Salisbury AVP Budget and Planning	Name: Title:
Date:	Date:

## **ATTACHMENT 1**

**EXHIBIT 1-A (Second Page)** 

## **Additional Premises Area**



#### **IDAHO 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

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.

December 2023 Board approved 117 provisional certificates for the

2023-2024 school year.

February 2024 Board approved 26 provisional certificates for the

2023-2024 school year.

April 2024 Board approved 10 provisional certificates for the

2023-2024 school year.

June 2024 Board approved three (3) provisional certificates for the

2023-2024 school year.

August 2024 No applications were received.

October 2024 Board approved 11 provisional certificates for the 2024-

2025 school year.

December 2024 Board approved 28 provisional certificates for the 2024-

2025 school year.

February 2025 Board approved 12 provisional certificates for the 2024-

2025 school year.

April 2025 Board approved four (4) provisional certificates for the

2024-2025 school year.

## 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 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.

#### DISCUSSION

The Department of Education received one (1) complete Emergency Provisional Certificate application for Instructional certificate(s)/endorsement(s) by April 26, 2025.

The Certification Department of the Idaho Department of Education reviewed the candidate's full application. The candidate presented below, requesting Instructional certificate(s)/endorsement(s), has completed at least two (2) years of college training, making them eligible for emergency provisional certificate consideration. The LEA has declared a hiring emergency, summarized the hiring efforts, and attested to the candidate's ability to fill the position.

The Idaho Department of Education is requesting authorization to issue provisional certificate(s) as presented below.

## Twin Falls School District #411

Applicant Name: Ellis Celic Certificate: Provisional

Endorsement(s): All Subjects K-8

**College Training:** BA

**Declared Emergency Date:** 2/21/2025 **Hire/Assignment Date:** 2/12/2025

**Summary of Recruitment Efforts:** The teacher resigned mid-year, but this position is not being retained in the next school year due to budget cuts in the 25-26 school year which is why they are not asking this teacher to complete a program.

#### **IMPACT**

If the Board approves the request, the Idaho Department of Education will be authorized to issue emergency provisional certificate to the qualifying candidate. 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 Idaho Department of Education will not be authorized to issue the requested emergency provisional certificate. 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 the candidate has completed at least two (2) 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 2024-2025 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 Idaho Department of Education to issue one-year provisional certificate for candidate one (1) as presented above.

## **BOARD ACTION**

I move	to	autho	rize	the	Idaho	Dep	artment	t of E	ducat	ion to	issue	eme	ergency
provisio	nal	stand	ard i	instr	uctiona	ıl cei	rtificate	for ca	andida	te on	e (1) as	pre	esented
above,	effe	ective	for t	the	2024-2	025	school	year	only,	and	pending	а	cleared
backgro	unc	chec	k.										

Moved by	Seconded by	Carried Yes	No	

#### **IDAHO DEPARTMENT OF EDUCATION**

#### **SUBJECT**

Plummer-Worley Joint School District 044 and Weiser School District 431 Tuition Waiver Request

#### **REFERENCE**

February 2012

Board approved the request by Weiser School District No. 431 to waive a portion of the tuition rate charge for each individual student attending Weiser High School from Annex School District in Oregon for the 2011-2012, 2012-2013, 2013-2014 and 2014-2015 school years, subject to annual review by the Weiser School

District Board of Trustees.

April 2017 Board approved the request by Clark County School

District No. 161 to waive the tuition rate charge for a specified student(s) subject to annual review by the

Clark County School District Board of Trustees.

April 2021 Board approved the request by Clark County School

District No. 161 to waive the tuition rate charge for a specific student(s), subject to annual review by the

Clark County School District Board of Trustees.

June 2023 Board approved the request by Pinecrest Academy of

Lewiston Charter School #618 to waive the tuition rate

charge for a specific student(s).

[Information deemed Personally Identifiable Information (PII) of students, or protected personnel information of public officials, has been redacted pursuant to Idaho Code 74-104(1), 33-133(1)(h), and 74-106(1)]

## APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1401 through 33-1405, Idaho Code

#### **BACKGROUND/DISCUSSION**

<u>Plummer-Worley Joint School District</u>. Plummer-Worley Joint School District is requesting a waiver of the tuition charge for a specified student(s).

Plummer-Worley submits in their request that they are a rural district on the Coeur d'Alene Indian Reservation and states it makes a strong committed statement to community members about the quality of education received at the district. Further, it allows the district to continue employing staff members with specific expertise, saving the district the arduous task of finding replacement staff in an

already competitive climate with limited candidates. They also state it gives the district consistent staffing from year-to-year and produces a more stable, consistent environment for students. The district sees itself as fortunate to have these staff members and imposing additional hurdles seems counter-productive to their efforts.

<u>Weiser School District</u>. Weiser School District is requesting a waiver for a staff member in a hard to fill position. The district feels fortunate to have filled this position when the staff member could earn significantly more outside the school district. Weiser School District wishes to retain this staff member and requests this waiver for four years or provided that the person is employed by the district, whichever is less.

[Information deemed Personally Identifiable Information (PII) of students, or protected personnel information of public officials, has been redacted pursuant to Idaho Code 74-104(1), 33-133(1)(h), and 74-106(1)]

## **IMPACT**

The tuition rate charge that would have been waived in the 2024-2025 school year is less than \$15,000 for Plummer-Worley and less than \$7,000 for Weiser School District. (Tuition rates for 2025-2026 will not be available until early summer.) The district is not responsible for providing transportation. Information for these students will not be included when calculating state foundation payments.

#### **ATTACHMENTS**

Attachment 1 – Request for Waiver – Plummer-Worley Joint School District Attachment 2 – Request for Waiver – Weiser School District

## STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

#### **BOARD ACTION**

I move to approve the requests by Plummer-Worley Joint School District and Weiser School District to waive the tuition rate charge for the child(ren) listed for the 2025-2026 through 2028-2029 school years, subject to annual review by the respective Boards.

Moved by	Seconded by	Carried `	Yes No	
···· ,				

PO Box 130 \* 1157 E Street Plummer, ID 83851-0130 Phone (208) 686-1621 Fax (208) 686-2108 www.pwsd44.com

## Plummer-Worley Joint School District No. 44

March 26, 2025
Julie Oberle
Idaho State Department of Education
6550 W. State St.
Boise, ID 83702
jaoberle@sde.idaho.gov
RE: I.C. 33-1403 Waiver Request
Dear Ms. Julie Oberle:
The Plummer-Worley Joint School District is requesting a waiver of out of state tuition for
On behalf of the Board of Trustees, the request is being made respectfully to adhere to the provisions of I.C. 33-1403. This request is being made for the next four school years, starting with the 2025-2026 school year, pursuant to the provisions of I.C. 33-1405.
We are a rural school district on the Coeur d'Alene Indian Reservation in Plummer, Idaho. The agreement has been made in favor of allowing our staff member to the Plummer-Worley Joint School District from and waive the out-of-state tuition.
The district sees a staff member's decision to as a statement of support for our direction and efforts here in the district. It makes a strong committed statement to community members about the quality of education received here. Further, it allows the district to continue employing staff members with specific expertise, rather than having them depart at the end of the school year. In turn, this prevents the district from beginning the arduous task of finding replacement staff in an already competitive climate with limited candidates. Additionally, it gives the district consistent staffing from year-to-year and produces a more stable, consistent environment for students.
Staff continue to see a rise in fuel costs becomes more compelling. The district sees itself as fortunate to have these staff members and imposing additional hurdles seems counter-productive to our efforts.
We thank you for the acknowledgement of our response to our staff and their needs.
Respectfully,
Paul Daman
Board Chairman
Plummer-Worley Joint School District #44

## WEISER SCHOOL DISTRICT NO. 431

925 PIONEER ROAD WEISER, IDAHO 83672 PHONE (208) 414-0616 \* FAX (208) 414-1265

DAVID DAVIES
Federal Programs Director

ANGELEA HALVORSON
Special Education Director

DAVID KERBY

KYLA DICKERSON
District Clerk / Human Resources
BARBARA CHOATE
Deputy Clerk / Business Manager
RILEY DOWNING
ccounts Payable / Affirmative Action

March 12, 2025

Julie Oberle Director of Public School Finance State Department of Education Boise, Idaho

RE: Out of State Tuition Waiver Request

Ms. Oberle,

The Weiser School District requests a waiver of out of state tuition for a FY26

It is important to family for

The position is an incredibly difficult position to fill in the rural area of Weiser Idaho. Pay for is significantly higher than teacher pay.

does an excellent job teaching for the Weiser School District and we wish to keep employed.

The Weiser School District requests this waiver for for four years or as long as is employed by the Weiser School District, whichever is less.

Your consideration of this request is greatly appreciated. If additional information is necessary, please contact Superintendent Dave Kerby, 208-414-0616.

Respectfully requested,

Im Brush

Trustee Board Chairman

HIGH ACHIEVEMENT

RESPONSIBLE CITIZENSHIP

WEISER SCHOOLS

www.weiserschools.org

#### **IDAHO DEPARTMENT OF EDUCATION**

#### **SUBJECT**

Request for Continuance of Remote School Status for Albion Elementary School (Cassia School District) and Athol Elementary School (Lakeland Joint School District)

#### **REFERENCE**

June 2023 The Board received an update regarding Albion

Elementary School and its continued need for hardship

status.

December 2023 The Board designated Athol Elementary 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.

August 2024 The Board approved Lakeland Joint School District's

request that Athol Elementary continue to be designated as a "Remote School" and, for funding purposes, to treat it as a "Separate 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 continue the designation of Albion Elementary School (Cassia School District) and Athol Elementary School (Lakeland Joint School District) as a "remote school" pursuant to Section 33-1003(3), Idaho Code.

Albion Elementary (Cassia School District). At the October 1999 Board meeting, the State Board of Education (Board) approved the request by Cassia School District #151 for Albion Elementary School to be designated as a hardship elementary school for one year and required an annual report thereafter. In 2000, the Legislature amended Section 33-1003(2)(b), Idaho Code, by adding, "An elementary school operating as a previously approved hardship elementary school shall continue to be considered as a separate attendance unit, unless the hardship status of the elementary school is rescinded by the State Board of Education." Therefore, no action is required unless the Board chooses to rescind the hardship status. Conditions supporting the October 1999 decision to approve the Albion Elementary School as a hardship elementary school have not changed.

Athol Elementary (Lakeland Joint School District). During a 2023 review of schools with Separate School Status, it was discovered Athol Elementary was 9.3 miles from the nearest elementary school or district office, 0.7 miles less than the 10.0

miles required to be considered a separate elementary school. While "Hardship School" status for Athol Elementary was initially requested, based on further research by policy staff, it was determined that "Remote School" (33-1003(3), Idaho Code) was a more appropriate designation than "Hardship School" (33-1003(2)(b), Idaho Code) for schools not meeting the mileage requirement for "Separate School." At the December 2023 meeting, the Board designated Athol Elementary 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.

<u>Summary</u>. Based on the Board's action at the December 2023 meeting, "Remote School" (33-1003(3), Idaho Code) status is being requested for both Cassia's Albion Elementary School and Lakeland's Athol Elementary School for the 2025-2026 school year and that, for funding purposes, both will be treated as a "Separate Elementary School" as described in Section 33-1003(2)(a), Idaho Code.

Section 33-1002(3) requires that the Board review this status annually.

#### **IMPACT**

Cassia School District #151 would have received approximately \$147,100 less in FY 2025 if Albion Elementary School had not been considered a separate school. Lakeland Joint School District #272 would have received approximately \$110,000 less in FY 2025 if Athol Elementary School had not been considered a separate school. (Final FY 2025 payment data was not available at the time this document was prepared.)

#### **ATTACHMENTS**

Attachment 1 – Letter from Cassia School District #151 Superintendent Sandra Miller to Superintendent Critchfield dated April 7, 2025.

Attachment 2 – Letter from Lakeland Joint School District #272 Superintendent Lisa Arnold to Superintendent Critchfield dated April 14, 2025

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval.

## **BOARD ACTION**

I move to grant Cassia School District's request for Albion Elementary School and 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 both as a "separate elementary school" as described in Section 33-1003(2)(a), Idaho Code.

Moved by	_ Seconded by _	Carried Yes	s No

## Cassia County Joint School District No. 151

**Board Members** 

Ryan Cranney, Chairman Darin Moon, Vice Chairman Monica Mower, Trustee Mandy Baker, Trustee Kent Kidd, Trustee



Administration

Sandra Miller, Superintendent Chester Bradshaw, Asst. Superintendent Chris James, Director of Fiscal Affairs Kim Bedke, Federal Programs Director Ryun Payne, Student Services Director



April 7, 2025

Mrs. Debbie Critchfield State Superintendent of Public Schools PO Box 83720 Boise, Idaho 83720-0027

Dear Mrs. Critchfield,

Albion Elementary School was granted remote school status by the State Board of Education in October of 1999. This status is granted on an annual basis and must be submitted to the State Board of Education each year by the person elected to serve as the state superintendent of schools.

This letter serves as a request for remote school status for Albion Elementary School (school number 111) for the 2025-2026 school year. The conditions for such status have not changed and remain as the basis for this request. We appreciate your willingness to acknowledge the challenges of small, rural educational facilitates throughout the state.

Thank you, and the State Board of Education, for your continued support of the children of Cassia County and Idaho.

Respectfully,

Sandra Miller Superintendent

CC: Dean Reich

3650 Overland Ave. Burley, ID 83318

Telephone: (208) 878-6600

Fax: (208) 878-4231

www.



Lakeland Joint School District #272 15506 N. Washington Street Rathdrum, ID 83858 H: (208)687-0431 FX: (208)-687-1884

April 14, 2025

Mrs. Debbie Critchfield State Superintendent State Department of Education 650 West State Street Boise, ID 83702

Dear Superintendent Critchfield:

On December 13, 2023, the State Board of Education granted Athol Elementary School Remote School Status. This status is granted annually and must be submitted to the State Board of Education each year by the person elected to serve as the state superintendent of schools.

This letter requests that Athol Elementary School be designated a "Remote School" for the 2025-2026 school year pursuant to Section 33-1003(3), Idaho Code, and, for funding purposes, continue to be treated as a "separate elementary school" as described in Section 33-1003(2)(a), Idaho Code.

We thank you for your consideration.

Sincerely,

Lisa Arnold Superintendent

Lakeland Joint School District 272

CONSENT - IDE TAB 08

#### **UNIVERSITY OF IDAHO**

#### **SUBJECT**

Doctor of Psychology in Clinical Psychology – Professional Fee

## APPLICABLE STATUTE, RULE, OR POLICY

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

#### BACKGROUND/DISCUSSION

University of Idaho (UI) received approval to establish the Doctor of Psychology (PsyD) in Clinical Psychology within the School of Health and Medical Professions, College of Graduate Studies earlier this spring. UI is requesting approval of a professional fee for this program in the amount of \$10,000 per academic year. Based on FY2026 (AY25/26) tuition plus mandatory fees, the total per academic year would be \$21,132 for residents.

In accordance with the memorandum of understanding between the University of Idaho and Idaho State University, the proposed professional program fee for the PsyD program reflects a commitment to fee parity across institutions delivering shared academic programming.

This professional fee is proposed to align our fee structure with that of our academic partner. This approach ensures consistency in the student experience, upholds the spirit of inter-institutional collaboration, and reinforces our shared commitment to delivering high-quality, accredited doctoral training in clinical psychology.

Importantly, the existing fee at our partner institution was established to support essential components of doctoral clinical training, including faculty licensure requirements, psychological testing materials, accreditation costs, clinical tracking systems, and legal compliance infrastructure. By matching this fee, the University of Idaho can maintain programmatic alignment and ensure equitable access to the same resources and support systems that are available to students at the partnering institution.

This alignment also simplifies administration for jointly managed cohorts and preserves the integrity of the program's financial model as we pursue American Psychological Association (APA) accreditation and expand clinical training opportunities across the state.

#### **IMPACT**

The University of Idaho proposes the implementation of a professional program fee for students enrolled in the PsyD program. This fee is necessary to ensure that the program meets licensure, accreditation, and clinical training standards required for doctoral-level clinical psychology education.

The fee will be used to support the following essential program functions:

## 1. Faculty Licensure and Credentialing

- In accordance with supervision laws and requirements from the APA, faculty who supervise clinical practica must hold active Idaho psychology licenses.
- The program will allocate funds to support credentialing, renewal, and continuing education necessary for faculty to maintain licensure, ensuring students receive legally compliant supervision.

## 2. APA Accreditation Compliance

- The program will seek accreditation from the American Psychological Association, which is vital for graduate licensure and professional recognition.
- Funds will cover annual accreditation fees, preparation of the self-study document, consultant or reviewer support if needed, and costs associated with site visits from the APA Commission on Accreditation (CoA).

## 3. Clinical Training Infrastructure

- Clinical psychology education requires access to validated psychological tests, scoring systems, and secure hardware.
- Fees will support the purchase and maintenance of clinical test kits (e.g., WAIS, MMPI), digital scoring platforms, assessment software, and testing equipment such as tablets and audio/video devices.

## 4. Legal Compliance and Recordkeeping

- The program must adhere to HIPAA and state-specific laws requiring secure long-term storage of psychological records and evaluations.
- Program fees will fund secure storage solutions, encrypted data systems, and software that manages psychological records in compliance with legal and ethical standards

## 5. Clinical Training Tracking Systems

- Accreditation and licensure standards require careful documentation of students' clinical hours, supervision, case logs, and competency evaluations.
- Fees will be used to license and maintain secure tracking systems for student progress and performance across clinical placements.

#### 6. Student Liability Insurance

• To ensure students are protected during clinical training, professional liability insurance is required. Where not institutionally covered, program fees will support student access to this insurance.

## 7. Clinical Affiliation Management

- Establishing and maintaining clinical practicum partnerships with external health systems involves legal agreements, site evaluations, and coordination.
- Fee revenue will support staff time and the legal review necessary to develop and sustain these training sites.

## 8. Faculty Training and Program Development

- Clinical faculty require ongoing professional development in clinical supervision, diversity, and evidence-based practice to remain aligned with APA standards.
- Program fees will be used to support ongoing faculty development and training in contemporary supervision models.

## 9. Supervision Technology and Telehealth Support

- To facilitate supervision and clinical training across Idaho, particularly in rural areas, the program must invest in video recording, telehealth, and remote supervision platforms.
- The fee will help maintain the infrastructure for these essential instructional and clinical modalities.

## Impact if Fee is Not Implemented

Without implementation of the proposed program fee:

- The program may be unable to achieve APA accreditation, undermining graduate eligibility for licensure and professional practice.
- Faculty may not meet state licensure requirements, limiting legal supervision capacity.
- Students may lack access to validated clinical assessment tools, jeopardizing training quality.
- The program would be out of compliance with HIPAA/state laws for clinical recordkeeping.
- Training sites could be limited by lack of infrastructure to support affiliation and supervision.
- Student liability risk may increase without reliable insurance coverage.
- The program's ability to serve rural Idaho and meet state workforce needs would be severely constrained.

The PsyD program will use facilities under the WWAMI program and the School of Health and Medical Professions, including four active learning classrooms, a cadaver anatomy lab, nine standardized patient rooms, research offices, and student common study areas, shared with PsyD students. The impact on the WWAMI program is expected to be minimal, as PsyD classes will be scheduled when WWAMI is not using the facilities.

Continuing education for state licensure will cost \$1,000, maintaining test protocol supplies will require \$100,000 initially and \$10,000 annually, and recording equipment will cost around \$100,000.

The program will require 4 FTE, including Clinical Assistant Professors, Assistant Professors, and a Program Director. One FTE currently working in WWAMI will be partially reallocated to the PsyD program. Existing WWAMI staff and faculty will be redirected to the College of Graduate Studies to support the program.

New state funding will support the program with \$382,100 annually. Institutional commitments include \$259,320 in ongoing funding and \$206,000 in one-time funding in year one, and \$79,840 in ongoing funding in year two. Funding will cover personnel costs for the 4 FTE, operating costs (travel, professional services, communications, supplies), and equipment. Total expenditures are estimated at \$842,900 to \$852,900 annually, with an additional \$206,000 in one-time funding in year one.

#### **ATTACHMENTS**

Attachment 1 - Doctor of Psychology in Clinical Psychology Budget

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Board Policy V.R.3.b.iii., a professional program fee, with Board approval, may be charged in addition to the program's regular tuition and fees. To be eligible for consideration of a professional fee the program must meet all of the credential or licensure requirements, accreditation requirements and demonstrated program costs established in Board policy V.R.3.b. No additional course fees may be charged once the professional fee is established.

University of Idaho's request to assess a professional program fee of \$10,000 per year for the Doctor of Psychology, Clinical Psychology program aligns with criteria as defined in Board Policy V.R.3.b.iii.

The proposed fee was shared with the Instruction, Research and Student Affairs committee at their June 5, 2025, meeting. Staff recommends approval.

### **BOARD ACTION**

I move to approve the request by the University of Idaho to establish a professional fee in the amount of \$10,000 per academic year for the Doctor of Psychology in Clinical Psychology program.

Mariadari	Casandad by	Carriad Vaa	NI.
Moved by	Seconded by	Carried Yes	No
·····	<u> </u>		

#### PsyD

#### Program Resource Requirements.

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

#### I. PLANNED STUDENT ENROLLMENT

	FY	26	FY	27	FY	28	FY	Y <u>29</u>								
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Head	count							
A. New enrollments		10		10		15			15							
B. Shifting enrollments				7		14			26							
Total Enrollment	0	10	0	17	0	29	0		41							
II. REVENUE	FY	′ <u>26</u>	FY	27	FY	28	FY	Y <u>29</u>								
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-	-time							
1. New Appropriated Funding Request	\$382,100		\$382,100		\$382,100		\$382,100						FY26	FY27	FY28	FY29
2. Institution Funds		\$383,020									FT Enrollment		10	17	29	41
3. Federal										Student Credit Hours Rates:			-	-	-	-
New Tuition Revenues from     Increased Enrollments	\$183,780		\$312,426		\$532,962		\$753,498	_		Res Tuition - FT NR Tuition - FT Fees - FT	\$ 27,996	\$	43,800 \$ 139,980 \$ 23,720 \$	74,460 \$ 237,966 \$ 40,324 \$	127,020 \$ 405,942 \$ 68,788 \$	179,580 573,918 97,252
5. Student Fees	\$100,000		\$170,000		\$290,000		\$410,000			Summer Tuition - PT Summer Fees - PT	\$ 566	\$	- \$ - \$	- \$ - \$	- \$ - \$	97,252
	Ψ100,000		<u> </u>		4200,000		4110,000	•		Profession Fee - Annual			100,000 \$	170,000 \$	290,000 \$	410,000
6. Other (i.e., Gifts)												\$	633,450 \$	1,140,210 \$	1,562,510 \$	1,562,510
Total Revenue	\$665,880	\$383,020	\$864,526	\$0	\$1,205,062	\$0	\$1,545,598		\$0		TUITION	\$	183,780 \$	312,426 \$	532,962 \$	753,498
Ongoing is defined as	ngoing one	ina hudaat f	the presure	which will bee	ama navi cf 4	a haaa					PROF FEES	\$	100,000 \$	170,000 \$	290,000 \$	410,000
Ongoing is defined as o One-time is defined as o					•	ie nase.			GO TO THE PRO		MAND FEES	\$ \$	23,720 \$ 307,500 \$	40,324 \$ 522,750 \$	68,788 \$ 891,750 \$	97,252 1,260,750

EXPENDITURES	FY	26	FY	27	FY	28	FY	29
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	4.0		4.0		4.0		4.0	
2. Faculty	\$390,000		\$390,000		\$390,000		\$390,000	
3. Adjunct Faculty								
Graduate/Undergrad Assistants								
5. Research Personnel								
6. Directors/Administrators	\$200,000		\$200,000		\$200,000		\$200,000	
7. Administrative Support Personnel								
8. Fringe Benefits	\$182,900		\$182,900		\$182,900		\$182,900	
9. Other:								
Total Personnel and Costs	\$772,900	\$0	\$772,900	<u>\$0</u>	\$772,900	<u>\$0</u>	\$772,900	\$0
	FY	26	FY	27	FY	28	FY	29
B. Operating Expenditures	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
I. Travel	\$20,000		\$20,000		\$20,000		\$20,000	
2. Professional Services	\$20,000		\$20,000		\$20,000		\$20,000	
3. Other Services								
4. Communications	\$20,000		\$20,000		\$20,000		\$20,000	
5. Materials and Supplies	\$10,000		\$10,000		\$10,000		\$10,000	
i. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous								
Total Operating Expenditures	\$70,000	\$0	\$70,000	\$0	\$70,000	\$0	\$70,000	\$0

\$183,780.00 \$312,426.00 \$532,962.00 \$753,498.00

\$18,378.00

\$18,378.00 \$18,378.00 \$18,378.00

	FY	26	FY	27	FY	28	FY	29
O Comited Conflore	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources								
2. Equipment		\$206,000	\$10,000		\$10,000		\$10,000	
Total Capital Outlay	\$0	\$206,000	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0
	FY	·	FY		FY		FY	·
	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								
Maintenance & Repairs								
Other								
Total Other Costs	\$0	<u>\$0</u>	<u>\$0</u>	\$0	\$0	\$0	<u>\$0</u>	<u>\$0</u>
TOTAL EXPENDITURES:	\$842,900	\$206,000	\$852,900	\$0	\$852,900	<u>\$0</u>	\$852,900	\$0
Net Income (Deficit)	-\$177,020	\$177,020	\$11,626	\$0	\$352,162	\$0	\$692,698	\$0

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

	to the state of th
I.A.B.	10 students per year for years one and two and 15 per year for subsequent years.
II.4	Line 4 represents standard graduate tuition rate. The estimated costs for Doctor of Psychology (PsyD) in Clinical Psychology Students is broken down as follows, however mandatory fee revenue is not included in the above budget as it does not flow to the program to support program costs:  * Resident: \$8,760 + UI Fees \$2,372 = \$11,132/yr  * Non-Resident: \$27,996 + UI Fees \$2,372 = \$30,368/yr
II.5	Student fees (professional fee) are calculated as \$10,000 per student per year.
III.A	4.0 FTE matches the state line item request previously submitted. The amount requested from the state includes \$100,000 for the program director, faculty salaries and benefits for 4 FTEs.
III.A8	Faculty Fringe Benefit Rate 31.0%
III.B1	Travel to include conference attendance.
III.B2	Professional Services (ie.; Guest Speakers, Professional Calibration of Testing Equipment, Maintenance of Video Equipment)
III.B4	Communications and Marketing for recruiting and promotion
III.C2	Recording /Video Equipment and Test Instruments

CONSENT - IRSA TAB 9

#### **SUBJECT**

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

#### **REFERENCE**

June 2019 Board appointed David Barneby and reappointed Gynii

Gyllian to the Idaho EPSCoR Committee, both

representing the private sector.

February 2021 Board reappointed Mark Nye, Doyle Jacklin, and

Dennis Stevens, and appointed Donna Lybecker, Christopher Nomura, and Marianne Walck to Idaho

**EPSCoR** Committee.

October 2021 Board reappointed Laird Noh and Skip Oppenheimer,

and appointed Dr. Nancy Glenn to the Committee to serve as an ex-officio member representing Boise

State University.

August 2022 Board reappointed David R. Tuthill Jr. and appointed

Martin Blair, Yolanda Bisbee and Mathew Reiber to the

Committee.

August 2023 Board appointed Senator James Ruchti and

Representative Britt Raybould (replacing late Senator Mark Nye and former Representative Laurie Lickley, respectively), and appointed Carmen Achabal, Phillip Reppert, Will Osborne, and Ronald Jones for five (5)-

year terms.

### APPLICABLE STATUTE, RULE, OR POLICY

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

#### **BACKGROUND/DISCUSSION**

The Established Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR is subject to federal program requirements and policies established by the Idaho State Board of Education. The purpose of EPSCoR is to build a high-quality academic research base to advance science, technology, engineering, and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board for five (5)-year terms. The membership of this committee is constituted to provide for geographic, academic, business, and state governmental representation as specified in Board Policy III.W., and includes one member from each chamber of the Legislature.

Following the 2023 elections, the Idaho EPSCoR Committee is recommending the new appointments of Tom Kealey for a five (5)-year term to replace Carmen Achabal as the Idaho Department of Commerce representative. The committee is also recommending the new appointments of Craig Richael, Linda Somerville, and Todd Combs for five (5)-year terms to replace those representing the private sector who have retired (Doyle Jacklin, Laird Noh) or whose terms have expired (Gynni Gilliam). Letters of interest for each of these candidates are attached to this cover page.

#### **ATTACHMENTS**

Attachment 1 – Idaho EPSCoR Membership

Attachment 2 – Tom Kealey Letter of Interest

Attachment 3 - Dr. Craig Richael Letter of Interest

Attachment 4 - Dr. Linda Somerville Letter of Interest

Attachment 5 – Dr. Todd Combs Letter of Interest

#### STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

#### **BOARD ACTION**

Department of Commerce for a five (5)-year term ending on June 30, 2030.

Moved by \_\_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

AND

I move to appoint Dr. Craig Richael to the Established Program to Stimulate Competitive Research – Idaho Committee for a five (5)-year term ending on June 30, 2030.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

AND

I move to appoint Dr. Linda Somerville to the Established Program to Stimulate Competitive Research – Idaho Committee for a five (5)-year term ending on June 30, 2030.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to appoint Tom Kealey to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as the representative of the Idaho

**AND** 

	nt Dr. Todd Combs to the earch – Idaho Committee fo	•	
30, 2030.			
Moved by	Seconded by	Carried Yes	No

## **EPSCoR Committee Members**

**VOTING MEMBERS (16 members)** 

Member Name	Original Appt.	Re-appointment	Expires	Representing	Position	Board Meeting
Osborne, Will	8/23/2023		6/30/2028	Private Sector	President, Great Floors	8/23/2023
Glenn, Nancy	10/20/2021		Ex-officio	VPRED	BSU - VPRED	10/20/2021
(vacant)	8/23/2023		6/30/2028	Commerce	IGEM Program Manager	8/23/2023
Reppert, Philip	8/23/2023		6/30/2028	INL		8/23/2023
Tuthill, Dave	8/16/2012	7/1/2022	6/30/2027	Private Sector	Founder, Idaho Water Engineering	8/16/2012 6/15/2017 8/24/2022
Gilliam, Gynii	4/18/2012	7/1/2019	6/30/2024	Private Sector	President & CEO Coeur d'Alene Area Economic Development Corporation	4/18/2012 10/22/2015 6/20/2019
Jacklin, Doyle	12/13/2006	2/18/2010 10/22/2015 7/1/2021	6/30/2026	Private Sector	Partner, Riverbend Commerce Park	4/22/2005* 2/18/2010 10/22/2015 2/17/2021
Raybould, Britt	8/23/2023		6/30/2028	House of Rep.	House of Rep.	8/23/2023
Blair, Martin	8/24/2022		Ex-officio	VPRED	ISU - VPRED	8/24/2022
Nomura, Christopher	2/17/2021		Ex-officio	VPRED	UI - VPRED	2/17/2021
Noh, Laird	12/13/2006	7/1/2011 7/1/2016 7/1/2021	6/30/2026	Private Sector	President, Noh Sheep Company, Retired Idaho Senator	(6/27/2012) 12/9/2010 12/15/2016 10/20/2021
Ruchti, James	8/23/2023		6/30/2028	Senate	State Senate	8/23/2023
Oppenheimer, Skip	12/15/2016	7/1/2021	6/30/2026	Private Sector	Chairman/CEO of Oppenheimer Companies, Inc.	12/15/2016 10/20/2021
Jones, Ron	8/23/2023		6/30/2028	Private Sector	Idaho Potato Cooperative, and Leadership Idaho Agriculture	8/23/2023
Bisbee, Yolanda	8/24/2022		6/30/2027	Private Sector	UI Executive Director Tribal Relations	8/24/2022
Stevens, Dennis	(1/23/01) 4/22/2005	2/18/2010 10/22/2015 7/1/2021	6/30/2026	Private Sector	Chief of Research and Development, Infectious Disease Section, Veterans Affairs Medical Center	4/22/2005* 2/18/2010 10/22/2015 2/17/2021

<sup>\*4/22/2005 (</sup>prior to establishment of term limits)

#### NON-VOTING MEMBERS (2 members)

	Original			
Member Name	Appt.	Expires	Position	
(vacant)	8/24/2022	Ex-officio	Representative from Governor's Office	8/24/2022
Turnbull, Dave	11/21/2024	Ex-officio	Idaho State Board of Education	

#### **ATTACHMENT 2**



**Brad Little**, Governor **Tom Kealey**, Director

Idaho State Board of Education

Re: Experimental Program to Stimulate Competitive Research (EPSCoR) – Nomination to Serve on EPSCoR Committee

To the Board:

Why would I like to be a member of the Idaho State Experimental Program to Stimulate Competitive Research (EPSCoR)? I would like to join the EPSCoR Committee as the Representative from the Idaho Department of Commerce which has its focus on economic development.

For the past six years I have served in Governor Little's cabinet as the Director of the Idaho Department of Commerce. The department is the lead economic development agency for the State. Its mission is to foster a business-friendly environment to aid in quality job creation, support existing companies, strengthen communities, promote innovation and market Idaho domestically and internationally.

Not only as Director of Commerce but also in all my previous private sector roles, competitiveness and innovation are imperative for the economic success, strength and resiliency for businesses, organizations, communities, States and nations.

High quality, academic and private sector research is critical for advances and competitiveness in Idaho's economy, particularly in the areas of advanced manufacturing, semiconductors, food production and processing, energy, aeronautics/aerospace, mining, forest products, water resources, etc.

During my tenure as Director, our Commerce Department has been very supportive of innovation, research, commercialization and expansion in all the industries noted above. We have also supported applications for advanced energy initiatives, tech hubs in the region, research grant proposals by Idaho institutions of higher education and the INL. The former IGEM program was managed in the Dept. of Commerce during its 10 year mission.

I believe I would be a good member and contributor on the EPSCoR Committee. Thank you in advance for your support of my nomination.

Respectfully submitted,

Tom Kealey

Tom Kealey Director

Idaho Department of Commerce

700 W State Street, Boise, Idaho 83702 - 208.334.2470 or 800.842.5858 - commerce.idaho.gov



PLANT SCIENCES

5369 W. IRVING ST., BOISE, ID 83706

TO: DAVID TUTHILL

FROM: CRAIG RICHAEL

**SUBJECT:** PARTICIPATION IN EPSCOR

**DATE:** 13 DEC 2024

Dear Dave,

With this correspondence, I wish to express my interest to serve on the Idaho State EPSCoR committee. Thank you for introducing me to the opportunity to utilize my education and research experience to promote investment in Idaho science. I have worked here in Idaho for the J. R. Simplot Company as a scientist for 23 years—first as a researcher for 13 years and then as a Director of Research and Development for 10 years. I came to Idaho in 2001 after completing my graduate studies (Ph.D) at UC Davis in Molecular and Cellular Biology. At Simplot, I have guided the development of Innate® genetically modified and gene-edited potato and strawberry products. I enjoy putting into practice the J. R. Simplot Company's motto, "Bringing Earth's Resources to Life". I look forward to putting my life-long scientific experience to good use on the committee.

Best regards,

raigRuhael

Craig Richael

#### **ATTACHMENT 4**

From: Linda Somerville < <a href="mailto:lsomerville@micron.com">lsomerville@micron.com</a>>

Sent: Friday, November 15, 2024 2:29:21 PM

**To:** Dave Tuthill < <u>dave@idahowaterengineering.com</u>>

Subject: Statement of interest: Idaho EPSCoR

Dave: Thanks for the discussion last week. Please find below my statement of interest with respect to serving on the Idaho EPSCoR committee.

My interest in joining the Idaho EPSCoR committee

When Micron's executive leadership asked me to consider representing Micron on the Idaho EPSCoR statewide committee, I was intrigued by the opportunity to help guide investment in academic research in Idaho for several reasons.

I have a strong interest in academic research and the mission of NSF's EPSCoR program, which aims to catalyze the development of research capabilities and the creation of new knowledge. My background includes a B.S. in Chemistry from Utah State University and a Ph.D. in Inorganic Chemistry from Northeastern University. My doctoral research involved the synthesis and characterization of organometallic complexes, work which I continued as a Postdoctoral Fellow at Harvard University. After my post-doc, I started my career in semiconductor process technology development at IBM in Burlington, VT, and then joined Micron Technology in Boise, Idaho.

For nearly 35 years in the semiconductor industry, I have been engaged in process technology research and development. As academic research is foundational to our development programs, our team members engage with universities, and we provide funding and other support for research through various avenues. I have personally been involved in Micron's university outreach programs for many years.

I have a passion for promoting STEM education pathways for students, especially considering the shortage of highly skilled U.S. workers, desperately needed to grow the U.S. and Idaho's semiconductor workforce. At Micron, we know the importance of fostering STEM education at both the K-12 level and at the university level. My own experience as a woman in science, inspired by many mentors and role models, underscores the

**ATTACHMENT 4** 

importance of the EPSCoR program's mission to broaden participation of diverse individuals, institutions, and organizations in science and engineering research.

I have a desire to give back to my community and the state of Idaho. I serve on the Micron Foundation board, a couple of non-profit boards in my community, and until recently, on the Industrial Advisory Board for the College of Engineering at Boise State University. These experiences give me confidence that I can contribute to the EPSCoR statewide committee in a meaningful way.

I'm looking forward to learning more about the U.S. National Science Foundation's EPSCoR program in the coming months and partnering with you on the Idaho EPSCoR committee. Please let me know if you have any questions.

Sincerely,

Linda Somerville

**ATTACHMENT 5** 

April 11, 2025

TO: Dave Tuthill, Chair, Idaho State EPSCoR Committee

Dear Dave,

I am writing to express my interest in serving as a member of the Idaho EPSCoR State committee. As an experienced research leader at Idaho National Laboratory (INL), I am eager to contribute to the mission of Idaho EPSCoR in enhancing the research capacity of our state and fostering innovation. Throughout my tenure at INL, my work has spanned multiple disciplines, including renewable energy, advanced materials, and environmental science. This interdisciplinary experience has provided me with a comprehensive understanding of the scientific and technological challenges that Idaho faces. I am confident that my expertise and passion for research will make a meaningful contribution to the committee's efforts.

My experience at INL and other national laboratories has equipped me with a strong foundation in project management, strategic planning, and stakeholder engagement. I have successfully led several multidisciplinary teams, managing projects from inception to completion. This has involved coordinating with researchers, industry partners, and government agencies to ensure that projects are delivered on time and within budget. I believe my ability to navigate complex projects and build consensus among diverse stakeholders will be valuable assets to the Idaho EPSCoR committee.

drdrIn conclusion, I am excited about the possibility of contributing to the Idaho EPSCoR State committee and supporting its mission to enhance the research capacity of our state. I am confident that my contributions will help advance Idaho's research agenda and drive innovation.

Sincerely,

Todd

Todd E. Combs, Ph.D.

Deputy Laboratory Director for Science and Technology

Chief Research Officer

todd.combs@inl.gov | 208-526-5948 | Fax: 208-526-4563

Idaho National Laboratory | PO BOX 1625, MS 3695 | Idaho Falls, ID | 83415

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#### **SUBJECT**

Request for Waiver of IDAPA 08.02.02.015.03(b) for Three Creek Elementary School District

#### REFERENCE

School years 2021 to 2025 (current)

## APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.02.015.03(b) - Standard Administrator Certificate

#### **BACKGROUND/DISCUSSION**

The Department of Education is writing to formally request a waiver of an administrative rule pursuant to IDAPA 08.02.01.007. IDAPA 08.02.02.015.03(b) requires individuals conducting evaluations of certified staff are required to hold an Administrator Certificate. However, because section 33-1001(20), Idaho Code, provides that advancement on the professional compensation rung be determined by an evaluation aligned to the state framework for teaching evaluation, this rule is unintentionally preventing an exceptional teacher in the Three Creek Elementary School District from advancing on the career ladder.

Three Creek Elementary School District is one of the most remote school districts in Idaho, typically enrolling between three to five students in grades K-8. Located approximately 12 miles from the northeastern corner of Nevada, it serves a small but dedicated student population. Once students reach 9th grade (or sooner), depending on their family's residence, they transition to either the Castleford or Filer school districts.

Since the 2021 school year, Shannon Ault has served as the district's sole teacher. Her performance has been exceptional, and the community is fortunate to have her in this role. Each year, she has been evaluated by the district's dedicated school board chairman, Gus Brackett. However, because Mr. Brackett is not a certified administrator, Ms. Ault has been unable to advance on the career ladder, and the district has not received state funding that accurately reflects her experience, despite her meeting all necessary performance criteria. Because of this, the department respectfully requests a waiver of Rule 08.02.02.015.03(b), thus allowing Ms. Ault to advance on the career ladder for a period of four years, from 2021 to 2025.

Moving forward, Department staff will assist Three Creek Elementary in making arrangements with a neighboring school district or in contracting with a certified administrator to ensure compliance with evaluation requirements. This proactive approach will prevent similar issues in the future.

### **IMPACT**

Granting this waiver will enable Ms. Ault to advance on the Career Ladder, in alignment with her evaluations, and will ensure appropriate reimbursement for the Three Creek Elementary School District.

## **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval.

Board staff has been in discussions with the Idaho Department of Education to ensure that this rule will not need to be waived again for this circumstance.

#### **BOARD ACTION**

I move to approve the r 08.02.02.015.03(b) thus period of four years, 20	s allowing Ms. Ault to		
Moved by	Seconded by	Carried Yes	_ No

#### **SUBJECT**

Boise State University – State Requirement Check for the Review of Educator Preparation Provider

#### REFERENCE

August 2003 Board continued approval of the educator preparation

provider and its programs based on the 2003 state

review report

August 2009 Board conditionally approved French and German and

continued approval for all other programs based on the

2009 state review report

April 2017 Board conditionally approved the Mathematics

Consulting Teacher program and continued approval for all other program areas based on the 2016 state

review report

August 2023 Board approved the Idaho Standards for Educator

**Preparation Providers** 

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1207A, Teacher Preparation

Idaho Code § 33-114A, Adoption of Standards for the Initial Certification of Professional School Personnel [Effective until June 30, 2027]

Idaho Code § 33-1202, Eligibility for Certificate

Idaho Code § 33-1203, Accredited Teacher Training Requirements

IDAPA 08.02.02.015, Rules Governing Uniformity, Idaho Educator Credential Idaho State Board of Education Governing Policies & Procedures, Section IV.D., Educator Preparation and Certification

#### **BACKGROUND/DISCUSSION**

During the 2022–2023 academic year, a dedicated work group was convened to develop the *Idaho Standards for Educator Preparation Providers*. The purpose of these standards is to ensure that future educators are well-prepared, effective, and capable of supporting student learning from their first day in the classroom. Serving as a quality assurance framework, these standards guide colleges, universities, and other institutions in delivering high-quality educator preparation programs. The recommended standards were submitted to the Idaho State Board of Education (Board) and were formally approved on August 23, 2023.

In parallel, a work group was established in the 2022–2023 academic year to design a new state review process for Educator Preparation Providers (EPPs), with work concluding in the 2023–2024 academic year. This updated state review process was developed using the newly adopted *Idaho Standards for Educator Preparation Providers* as its foundation.

Due to the transition period required to finalize the new state review process, several scheduled state reviews were delayed. As a result, a revised state review

schedule was implemented to accommodate missed reviews. The affected institutions included:

- Boise State University
- Brigham Young University-Idaho
- College of Southern Idaho
- Idaho State University
- University of Idaho

To address the backlog, Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho were approved by the Chair of the Policy, Planning, and Governmental Affairs Committee to complete a *State Requirement Check*. This streamlined review focuses specifically on compliance with state requirements and is reserved for fully accredited EPPs. These institutions are accredited by a Board approved accreditor—either the Council for the Accreditation of Educator Preparation (CAEP) or the Association for Advancing Quality in Educator Preparation (AAQEP)—and are categorized as traditional preparation providers.

The College of Southern Idaho, a non-traditional provider without accreditation, was required to undergo the full *State Review Process for Educator Preparation Providers*. This process began in fall 2024, with a full review scheduled for fall 2025.

The four institutions participating in the State Requirement Check—Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho—began the process in fall 2024. Brigham Young University–Idaho and University of Idaho were reviewed by a review team on April 8, 2025, while Boise State University and Idaho State University were reviewed on April 9, 2025. The resulting findings and recommended review terms were submitted for consideration at the June 17–18, 2025 State Board of Education meeting.

Bosie State University is fully accredited through CAEP. The next full accreditation review is scheduled for Spring/2030.

#### **IMPACT**

Approval of the review term for the educator preparation provider authorizes the educator preparation provider to continue its operations and ensures transparency regarding the timing of the next review.

#### **ATTACHMENTS**

Attachment 1 – Boise State University's Educator Preparation Provider State Requirement Check Report

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff facilitated the State Requirement Check for this Educator Preparation Provider. A review team was convened to evaluate whether all applicable state requirements were satisfactorily met. Based on the findings, Board staff recommends approval of the proposed approval term and review term for the Educator Preparation Provider.

## Results from State Requirement Check:

 All applicable state requirements for the applicable instructional certificate and endorsement programs, pupil services certificate and endorsement programs, and administrator certificate and endorsement programs indicated in attachment 1 have been satisfactorily met.

## Recommendation:

- Approval Term: Grant full approval for instructional certificate and endorsement programs, pupil services staff certificate and programs, and administrator certificate and endorsement programs provided by the Educator Preparation Provider as indicated in attachment 1.
- <u>Review Term</u>: Schedule the next full state review of the educator preparation provider in alignment with its next full accreditation review by 2030.

## Educator Preparation Provider Continuous Improvement Goals:

 Reflective goals identified by the Educator Preparation Provider were incorporated into the State Requirement Check Report to ensure transparency regarding the internal continuous improvement initiatives that will be implemented as a result of this State Requirement Check.

#### **BOARD ACTION**

I move to approve the recommendation of full approval for the instructional certificate and endorsement programs, pupil services staff certificate and endorsement programs, and administrator certificate and endorsement programs provided by Boise State University's Educator Preparation Provider as indicated in attachment 1, with the next review term scheduled by 2030 in alignment with the institution's next full accreditation review.

Moved by Seconded by Carried Yes No				
	Moved by	Seconded by	Carried Yes	No



State Requirement Check Report for the Review of Educator Preparation Providers per Section 33-1207A, Idaho Code Boise State University April 9, 2025

## **ATTACHMENT 1**

## EPP STATE REQUIREMENT CHECK REPORT

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#### **ATTACHMENT 1**

## CONSENT JUNE 17-18, 2025

#### EPP STATE REQUIREMENT CHECK REPORT

#### **PURPOSE STATEMENT**

This educator preparation provider state requirement check report serves a variety of stakeholders including the provider, the programs, current and prospective candidates, as well as the larger education community. The purpose of the educator preparation provider state requirement check is to ensure the overall program design meets the applicable standards, individual endorsement areas, and state requirements. This report is to make public the results of the state requirement check, including the certificate and endorsement program ratings. The ratings are "met" and "not met." The expectation is that providers will use the information contained in this report to support their continuous improvement efforts and alignment to the expectations of the state's legal requirements.

#### **REVIEW TEAM MEMBERS**

The facilitator of this state requirement check was Katie Shoup, Educator Effectiveness Program Manager, with the Office of the Idaho State Board of Education. The review team listed below conducted this state requirement check. The review team members were:

1.	David	Belka	6.	Dr. Taylor	Raney
2.	Melissa	Green	7.	Dr. Bethani	Studebaker
3.	Ehren	Haderlie	8.	Tyler	Winiecke
4.	Don	Hansen	9.	Dr. Emma	Wood

5. Dr. Aleksandra Hollingshead

#### RESULTS

#### **Certificate Requirements**

The certificate requirements in <u>IDAPA 08.02.02</u> include clinical practice, credit hours, assessment, and institutional recommendation. In addition, the Idaho Standards for Initial Certification of Professional School Personnel are included within this section. The Idaho Standards for Certificated School Personnel set the minimum standards certificated school personnel must meet in each certification area to be eligible for certification. Educator preparation programs must be in alignment with these certifications standards to be considered for re-approval per <u>State Board Policy IV.D.</u>

The scoring that is used is "met" or "not met."

Certificate	Met	Not Met
Instructional Certificate	$\boxtimes$	
Pupil Services Certificate	$\boxtimes$	
Administrator Certificate	$\boxtimes$	



## EPP STATE REQUIREMENT CHECK REPORT

## **Endorsement Requirements**

The endorsement requirements in <u>State Board Policy IV.D.</u> include the credit requirements that must be met to add an endorsement established in <u>IDAPA 08.02.02</u>. 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.

The scoring that is used is "met" or "not met."

Endorsement	Met	Not Met
All Subjects (K-8)	$\boxtimes$	
American Government/Political Sci. (5-9 or 6-12)	$\boxtimes$	
Bilingual Education (K-12)	$\boxtimes$	
Biological Science (5-9 or 6-12)	$\boxtimes$	
Chemistry (5-9 or 6-12)	$\boxtimes$	
Computer Science (5-9 or 6-12)	$\boxtimes$	
Earth and Space Science (5-9 or 6-12)	$\boxtimes$	
Economics (5-9 or 6-12)	$\boxtimes$	
Engineering (5-9 or 6-12)	$\boxtimes$	
English (5-9 or 6-12)	X	
English as a Second Language (K-12)	X	
Geology (5-9 or 6-12)	X	
Health (5-9, 6-12 or K-12)	X	
History (5-9 or 6-12)	$\boxtimes$	
Literacy (K-12)	$\boxtimes$	
Mathematics (6-12)	X	
Mathematics – Middle Level (5-9)	X	
Music (5-9, 6-12 or K-12)	X	
Natural Science (6-12)	X	
Physical Education (5-9, 6-12, or K-12)	$\boxtimes$	
Physical Science (5-9 or 6-12)	X	
Physics (5-9 or 6-12)	X	
Science – Middle Level (5-9)	X	
Social Studies (6-12)	X	
Social Studies – Middle Level (5-9)	X	
Sociology (5-9 or 6-12)	X	
Theater Arts (5-9 or 6-12)	X	
Visual Arts (5-9, 6-12 or K-12)	$\boxtimes$	
World Language (5-9, 6-12 or K-12)		•
French	$\boxtimes$	
German	$\boxtimes$	
Spanish	$\boxtimes$	



#### **ATTACHMENT 1**

#### EPP STATE REQUIREMENT CHECK REPORT

Blended Early Childhood Education/ Early Childhood Special Education	$\boxtimes$	
(Birth – Grade 3)		
Early Childhood Special Education (Pre-K-3)	$\boxtimes$	
Exceptional Child Education (K-8, 6-12, or K-12)	$\boxtimes$	
School Counselor (K-12)	$\boxtimes$	
School Social Worker	×	
School Principal (Pre-K-12)	$\boxtimes$	
Superintendent (Pre-K-12)	×	

#### **CONTINOUS IMPROVEMENT GOALS**

Educator Preparation Provider's Continuous Improvement Goals:

- 1. Develop a "core" set of courses for generalist as well as content specific secondary programs to improve consistency.
- 2. Review literacy instructional materials to ensure continued alignment with best practices and Idaho Comprehensive Literacy Standards.
- 3. Evaluate assessment competency to help determine whether candidates are reaching the level of assessment literacy and excellence expected at program completion.

End of State Requirement Check Report



#### SUBJECT

Brigham Young University – State Requirement Check for the Review of Brigham Young University - Idaho's Educator Preparation Provider

#### REFERENCE

December 2002 Board initially approved Brigham Young University's

**Educator Preparation Provider** 

March 2005 Board continued approval for all programs based on

the 2004 state review report.

February 2012 Board conditionally approved Chemistry and continued

approved all other program areas based on the 2011

state review report

June 2019 Board conditionally approved the programs on

standards 1-5 and continued approval for all other program areas based on the 2018 state review report

August 2023 Board approved the Idaho Standards for Educator

**Preparation Providers** 

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1207A, Teacher Preparation

Idaho Code § 33-114A, Adoption of Standards for the Initial Certification of Professional School Personnel [Effective until June 30, 2027]

Idaho Code § 33-1202, Eligibility for Certificate

Idaho Code § 33-1203, Accredited Teacher Training Requirements

IDAPA 08.02.02.015, Rules Governing Uniformity, Idaho Educator Credential Idaho State Board of Education Governing Policies & Procedures, Section IV.D., Educator Preparation and Certification

#### **BACKGROUND/DISCUSSION**

During the 2022–2023 academic year, a dedicated work group was convened to develop the *Idaho Standards for Educator Preparation Providers*. The purpose of these standards is to ensure that future educators are well-prepared, effective, and capable of supporting student learning from their first day in the classroom. Serving as a quality assurance framework, these standards guide colleges, universities, and other institutions in delivering high-quality educator preparation programs. The recommended standards were submitted to the Idaho State Board of Education (Board) and were formally approved on August 23, 2023.

In parallel, a work group was established in the 2022–2023 academic year to design a new state review process for Educator Preparation Providers (EPPs), with work concluding in the 2023–2024 academic year. This updated state review process was developed using the newly adopted *Idaho Standards for Educator Preparation Providers* as its foundation.

Due to the transition period required to finalize the new state review process, several scheduled state reviews were delayed. As a result, a revised state review

schedule was implemented to accommodate missed reviews. The affected institutions included:

- Boise State University
- Brigham Young University–Idaho
- College of Southern Idaho
- Idaho State University
- University of Idaho

To address the backlog, Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho were approved by the Chair of the Policy, Planning, and Governmental Affairs Committee to complete a *State Requirement Check*. This streamlined review focuses specifically on compliance with state requirements and is reserved for fully accredited EPPs. These institutions are accredited by a Board approved accreditor—either the Council for the Accreditation of Educator Preparation (CAEP) or the Association for Advancing Quality in Educator Preparation (AAQEP)—and are categorized as traditional preparation providers.

The College of Southern Idaho, a non-traditional provider without accreditation, was required to undergo the full *State Review Process for Educator Preparation Providers*. This process began in fall 2024, with a full review scheduled for fall 2025.

The four institutions participating in the State Requirement Check—Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho—began the process in fall 2024. Brigham Young University–Idaho and University of Idaho were reviewed by a review team on April 8, 2025, while Boise State University and Idaho State University were reviewed on April 9, 2025. The resulting findings and recommended review terms were submitted for consideration at the June 17–18, 2025 State Board of Education meeting.

In January of 2024, Brigham Young University – Idaho's educator preparation provider was granted full accreditation through AAQEP. The next full accreditation review is scheduled for Fall/2030.

#### **IMPACT**

Approval of the review term for the educator preparation provider authorizes the educator preparation provider to continue its operations and ensures transparency regarding the timing of the next review.

#### **ATTACHMENTS**

Attachment 1 – Brigham Young University-Idaho's Educator Preparation Provider State Requirement Check Report

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff facilitated the State Requirement Check for this Educator Preparation Provider. A review team was convened to evaluate whether all applicable state requirements were satisfactorily met. Based on the findings, Board staff recommends approval of the proposed approval term and review term for the Educator Preparation Provider.

## Results from State Requirement Check:

 All applicable state requirements for the applicable instructional certificate and endorsement programs indicated in the attachment 1 have been satisfactorily met.

#### Recommendation:

- Approval Term: Grant full approval for the instructional certificate and endorsement programs provided by the Educator Preparation Provider as indicated in attachment 1.
- Review Term: Schedule the next full state review of the educator preparation provider in alignment with its next full accreditation review by 2029.

## Educator Preparation Provider Continuous Improvement Goals:

• Reflective goals identified by the Educator Preparation Provider were incorporated into the State Requirement Check Report to ensure transparency regarding the internal continuous improvement initiatives that will be implemented as a result of this State Requirement Check.

#### **BOARD ACTION**

certificate and endors	sement programs pr paration Provider as	n of full approval of the ovided by Brigham Your indicated in the attachme	ng University-
Moved by	Seconded by	Carried Yes	No



State Requirement Check Report for the Review of Educator Preparation Providers per Section 33-1207A, Idaho Code Brigham Young University - Idaho April 8, 2025

Office of the Idaho State Board of Education | State Requirement Check

## **ATTACHMENT 1**

## EPP STATE REQUIREMENT CHECK REPORT

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## EPP STATE REQUIREMENT CHECK REPORT

#### **PURPOSE STATEMENT**

This educator preparation provider state requirement check report serves a variety of stakeholders including the provider, the programs, current and prospective candidates, as well as the larger education community. The purpose of the educator preparation provider state requirement check is to ensure the overall program design meets the applicable standards, individual endorsement areas, and state requirements. This report is to make public the results of the state requirement check, including the certificate and endorsement program ratings. The ratings are "met" and "not met." The expectation is that providers will use the information contained in this report to support their continuous improvement efforts and alignment to the expectations of the state's legal requirements.

#### **REVIEW TEAM MEMBERS**

The facilitator of this state requirement check was Katie Shoup, Educator Effectiveness Program Manager, with the Office of the Idaho State Board of Education. The team listed below conducted this state requirement check. The review team members were:

1.	Dr. Sherry	Dismuke
2.	Cindy	Johnstone
3.	Katie	Mathias
4.	Jackie	Miller
5.	Dr. Taylor	Raney
6.	Dr. Bethani	Studebaker
7.	Dr. Emma	Wood

#### **RESULTS**

#### **Certificate Requirements**

The certificate requirements in <u>IDAPA 08.02.02</u> include clinical practice, credit hours, assessment, and institutional recommendation. In addition, the Idaho Standards for Initial Certification of Professional School Personnel are included within this section. The Idaho Standards for Certificated School Personnel set the minimum standards certificated school personnel must meet in each certification area to be eligible for certification. Educator preparation programs must be in alignment with these certifications standards to be considered for re-approval per <u>State Board Policy IV.D.</u>

The scoring that is used is "met" or "not met."

Certificate	Met	Not Met
Instructional Certificate	$\boxtimes$	

## EPP STATE REQUIREMENT CHECK REPORT

## **Endorsement Requirements**

The endorsement requirements in <u>State Board Policy IV.D.</u> include the credit requirements that must be met to add an endorsement established in <u>IDAPA 08.02.02</u>. 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.

The scoring that is used is "met" or "not met."

Endorsement	Met	Not Met
All Subjects (K-8)	$\boxtimes$	
American Government/Political Sci. (6-12)	$\boxtimes$	
Biological Science (6-12)	$\boxtimes$	
Chemistry (6-12)	$\boxtimes$	
Earth and Space Science (6-12)	$\boxtimes$	
English (6-12)	$\boxtimes$	
English as a Second Language (K-12)	$\boxtimes$	
Geography (6-12)	$\boxtimes$	
History (6-12)	$\boxtimes$	
Literacy (K-12)	$\boxtimes$	
Mathematics (6-12)	$\boxtimes$	
Mathematics – Middle Level (5-9)	$\boxtimes$	
Music (6-12, K-12)	$\boxtimes$	
Natural Science (6-12)	$\boxtimes$	
Physical Science (5-9, 6-12)	$\boxtimes$	
Physics (6-12)	$\boxtimes$	
Science (5-9)	$\boxtimes$	
Social Studies (6-12)	$\boxtimes$	
Theater Arts (5-9, 6-12)	$\boxtimes$	
Visual Arts (5-9, 6-12)	$\boxtimes$	
World Language (K-12)		
Spanish	$\boxtimes$	
Blended Early Childhood Education/ Early Childhood Special Education (Birth – Grade 3)	$\boxtimes$	
Blended Elementary Education/ Elementary Special Education (Grade 4-Grade 6)	$\boxtimes$	
Exceptional Child Education (K-8, K-12)	$\boxtimes$	

#### EPP STATE REQUIREMENT CHECK REPORT

#### **CONTINOUS IMPROVEMENT GOALS**

Educator Preparation Provider's Continuous Improvement Goals:

- 1. To better incorporate Standard 11 from the Idaho Core Teaching Standards within our teacher preparation programs. Specifically, we will identify places in our education core in which we can apply teacher education principles to the teaching of American Indian tribes in Idaho.
- 2. To better align the practicum experiences teacher candidates have at Brigham Young University Idaho. Specially, we want to establish certain broad guidelines for all practicums. This will ensure that certain essential outcomes are being met in all teacher preparation programs.

End of State Requirement Check Report

#### **SUBJECT**

State Requirement Check for the Review of Idaho State University's Educator Preparation Provider

#### REFERENCE

June 2016

March 2002 Board granted continued approval for all programs as

indicated in the 2002 state review report

April 2009 Board granted conditional approval for Drama,

Economics, Foreign Language, Geography, Idaho American Studies with English Emphasis, and Visual Arts along with continued approval for all other programs as indicated in the 2008 state review report Board granted conditional approval for all programs as

indicated in the state review report

August 2023 Board approved the Idaho Standards for Educator

**Preparation Providers** 

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1207A, Teacher Preparation

Idaho Code § 33-114A, Adoption of Standards for the Initial Certification of Professional School Personnel [Effective until June 30, 2027]

Idaho Code § 33-1202, Eligibility for Certificate

Idaho Code § 33-1203, Accredited Teacher Training Requirements

IDAPA 08.02.02.015, Rules Governing Uniformity, Idaho Educator Credential Idaho State Board of Education Governing Policies & Procedures, Section IV.D., Educator Preparation and Certification

#### **BACKGROUND/DISCUSSION**

During the 2022–2023 academic year, a dedicated work group was convened to develop the *Idaho Standards for Educator Preparation Providers*. The purpose of these standards is to ensure that future educators are well-prepared, effective, and capable of supporting student learning from their first day in the classroom. Serving as a quality assurance framework, these standards guide colleges, universities, and other institutions in delivering high-quality educator preparation programs. The recommended standards were submitted to the Idaho State Board of Education (Board) and were formally approved on August 23, 2023.

In parallel, a work group was established in the 2022–2023 academic year to design a new state review process for Educator Preparation Providers (EPPs), with work concluding in the 2023–2024 academic year. This updated state review process was developed using the newly adopted *Idaho Standards for Educator Preparation Providers* as its foundation.

Due to the transition period required to finalize the new state review process, several scheduled state reviews were delayed. As a result, a revised state review

schedule was implemented to accommodate missed reviews. The affected institutions included:

- Boise State University
- Brigham Young University-Idaho
- College of Southern Idaho
- Idaho State University
- University of Idaho

To address the backlog, Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho were approved by the Chair of the Policy, Planning, and Governmental Affairs Committee to complete a *State Requirement Check*. This streamlined review focuses specifically on compliance with state requirements and is reserved for fully accredited EPPs. These institutions are accredited by a Board approved accreditor—either the Council for the Accreditation of Educator Preparation (CAEP) or the Association for Advancing Quality in Educator Preparation (AAQEP)—and are categorized as traditional preparation providers.

The College of Southern Idaho, a non-traditional provider without accreditation, was required to undergo the full *State Review Process for Educator Preparation Providers*. This process began in fall 2024, with a full review scheduled for fall 2025.

The four institutions participating in the State Requirement Check—Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho—began the process in fall 2024. Brigham Young University–Idaho and University of Idaho were reviewed by a review team on April 8, 2025, while Boise State University and Idaho State University were reviewed on April 9, 2025. The resulting findings and recommended review terms were submitted for consideration at the June 17–18, 2025 State Board of Education meeting.

Idaho State University is fully accredited through CAEP. The next CAEP full accreditation review is scheduled for Fall/2029.

#### **IMPACT**

Approval of the review term for the educator preparation provider authorizes the educator preparation provider to continue its operations and ensures transparency regarding the timing of the next state review.

#### **ATTACHMENTS**

Attachment 1 – Idaho State University's Educator Preparation Provider State Requirement Check Report

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff facilitated the State Requirement Check for this Educator Preparation Provider. A review team was convened to evaluate whether all applicable state requirements were satisfactorily met. Based on the findings, Board staff recommends approval of the proposed approval term and review term for the Educator Preparation Provider.

## Results from State Requirement Check:

- All applicable state requirements for applicable instructional certificate and endorsement programs indicated in attachment 1 have been satisfactorily met.
- All applicable state requirements for applicable administrator certificate and endorsement programs indicated in attachment 1 have been satisfactorily met.
- All applicable state requirements for the Audiology, Occupational Therapist program, School Psychologist program, School Social Worker program, and Speech-Language Pathologist certificate and endorsement programs indicated in attachment 1 have been satisfactorily met. All applicable state requirements for the Physical Therapist, School Counselor, and School Nurse certificate and programs indicated in attachment 1 have been conditionally met.

## Recommendation:

- Approval Term: Grant continued approval for the instructional certificate and endorsement programs, the administrator certificate and endorsement programs, Audiology program, Occupational Therapist program, School Psychologist program, School Social Worker program, and Speech-Language Pathologist program along with conditional approval Physical Therapist program, School Counselor program, and School Nurse program provided by the Educator Preparation Provider as indicated in attachment
- <u>Review Term</u>: Schedule a mid-cycle check to ensure the indicated gaps within the Physical Therapist program, School Counselor program, and School Nurse program were addressed and schedule the next full state review of the educator preparation provider in alignment with its next full accreditation review by 2029.

#### Educator Preparation Provider's Action Items:

The Educator Preparation Provider is directed to address the gaps identified in the "Gaps" section of the report, indicated in attachment 1, promptly and will have a mid-cycle state check to ensure that the gaps have been sufficiently addressed.

 A mid-cycle state check will take place to check that the state specific standards in the Idaho Core Teaching Standards per Section 33-114A, Idaho Code have been fully implemented into the Physical Therapist program, School Counselor program, and School Nurse program

## Educator Preparation Provider Continuous Improvement Goals:

• Reflective goals identified by the Educator Preparation Provider were incorporated into the State Requirement Check Report to ensure transparency regarding the internal continuous improvement initiatives that will be implemented as a result of this State Requirement Check.

#### **BOARD ACTION**

I move to approve the recommendation of full approval for the instructional certificate and endorsement programs, the administrator certificate and endorsement programs, Audiology certificate and endorsement program, Occupational Therapist certificate and endorsement program, School Psychologist certificate and endorsement program, School Social Worker certificate and endorsement program, and Speech-Language Pathologist certificate and endorsement program along with conditional approval Physical Therapist certificate and endorsement program, School Counselor certificate and endorsement program, and School Nurse certificate and endorsement program provided by Idaho State University's Educator Preparation Provider as indicated in attachment 1 with a mid-cycle check to ensure that the gaps have been sufficiently addressed and schedule the next review term by 2029 in alignment with the institution's next full accreditation review.

	Moved by	Seconded by	′ Carr	ried Yes	No	
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State Requirement Check Report for the Review of Educator Preparation Providers per Section 33-1207A, Idaho Code Idaho State University April 9, 2025

# CONSENT JUNE 17-18, 2025 EPP STATE REQUIREMENT CHECK REPORT

## **ATTACHMENT 1**

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## CONSENT JUNE 17-18, 2025 ATTACHMENT 1

## EPP STATE REQUIREMENT CHECK REPORT

#### **PURPOSE STATEMENT**

This educator preparation provider state requirement check report serves a variety of stakeholders including the provider, the programs, current and prospective candidates, as well as the larger education community. The purpose of the educator preparation provider state requirement check is to ensure the overall program design meets the applicable standards, individual endorsement areas, and state requirements. This report is to make public the results of the state requirement check, including the certificate and endorsement program ratings. The ratings are "met" and "not met." The expectation is that providers will use the information contained in this report to support their continuous improvement efforts and alignment to the expectations of the state's legal requirements.

## **REVIEW TEAM MEMBERS**

The facilitator of this state requirement check was Katie Shoup, Educator Effectiveness Program Manager, with the Office of the Idaho State Board of Education. The review team listed below conducted this state requirement check. The review team members were:

1.	David	Belka	7. Cindy	Johnstone
2.	Dr. Sherry	Dismuke	8. Katie	Mathias
3.	Melissa	Green	9. Jackie	Miller
4.	Ehren	Haderlie	10. Dr. Taylor	Raney
5.	Don	Hansen	11. Dr. Bethani	Studebaker
6.	Dr. Aleksandra	Hollingshead	12. Tyler	Winiecke

## **FEEDBACK**

Gaps provided by the review team members will be reevaluated at the educator preparation provider's mid-cycle state check.

## **Identified Gaps**

- Pupil Service Staff Endorsements:
  - School Counselor Endorsement
    - No evidence of Alignment to Standard 2-Code of Ethics for Idaho Professional Educators.
  - School Nurse Endorsement
    - No evidence of Alignment to Standard 1-American Indian Tribes in Idaho, Standard 2-Code of Ethics for Idaho Professional Educators, and Standard 3-Digital Technology and Online Learning.
    - The educator preparation provider noted that alignment is in process.
  - o Physical Therapist Endorsement
    - No evidence of Alignment to Standard 1-American Indian Tribes in Idaho, Standard 2-Code of Ethics for Idaho Professional Educators, and Standard 3-Digital Technology and Online Learning.
    - The educator preparation provider noted that alignment is in process.

## CONSENT JUNE 17-18, 2025 EPP STATE REQUIREMENT CHECK REPORT

#### ATTACHMENT 1

#### RESULTS

## **Certificate Requirements**

The certificate requirements in <u>IDAPA 08.02.02</u> include clinical practice, credit hours, assessment, and institutional recommendation. In addition, the Idaho Standards for Initial Certification of Professional School Personnel are included within this section. The Idaho Standards for Certificated School Personnel set the minimum standards certificated school personnel must meet in each certification area to be eligible for certification. Educator preparation programs must be in alignment with these certifications standards to be considered for re-approval per <u>State Board Policy IV.D.</u>

The scoring that is used is "Met," "Conditionally Met," or "Not Met."

Certificate	Met	Conditional Met	Not Met
Instructional	$\boxtimes$		
Pupil Services		$\boxtimes$	
Administrator	×		

## **Actions for the Educator Preparation Provider:**

The Educator Preparation Provider is directed to address the gaps identified in the "Gaps" section of this report promptly and will have a mid-cycle state check to ensure that the gaps have been sufficiently addressed.

• A mid-cycle state check will take place to check that the state specific standards in the Idaho Core Teaching Standards per <u>Section 33-114A</u>, <u>Idaho Code</u> have been fully implemented into the School Counselor Endorsement, School Nurse Endorsement, and the Physical Therapist Endorsement.

## **Endorsement Requirements**

The endorsement requirements in <u>State Board Policy IV.D.</u> include the credit requirements that must be met to add an endorsement established in <u>IDAPA 08.02.02</u>. 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.

The scoring that is used is "Met," "Conditionally Met," or "Not Met."

Endorsement	Met	Conditional	Not
		Approval	Met
All Subjects (K-8)	$\boxtimes$		
American Government/Political Sci. (6-12)	$\boxtimes$		
Biological Science (5-9 or 6-12)	$\boxtimes$		
Chemistry (6-12)	$\boxtimes$		
Communication (6-12)	$\boxtimes$		
Computer Science (6-12)	$\boxtimes$		
Early Literacy (K-3)	$\boxtimes$		
English (5-9 or 6-12)	$\boxtimes$		
English as a Second Language (K-12)	$\boxtimes$		

# CONSENT JUNE 17-18, 2025 EPP STATE REQUIREMENT CHECK REPORT

## **ATTACHMENT 1**

Geology (5-9 or 6-12)	$\boxtimes$		
Health (6-12)	$\boxtimes$		
History (5-9 or 6-12)	$\boxtimes$		
Journalism (6-12)	$\boxtimes$		
Mathematics (6-12)	$\boxtimes$		
Mathematics – Middle Level (5-9)	×		
Music (K-12)	×		
Natural Science (6-12)	×		
Online-Teacher (K-12)	×		
Physical Education (K-12)	×		
Physical Science (6-12)	$\boxtimes$		
Physics (6-12)	$\boxtimes$		
Science – Middle Level (5-9)	$\boxtimes$		
Social Studies (6-12)	×		
Social Studies – Middle Level (5-9)	$\boxtimes$		
Theater Arts (6-12)	$\boxtimes$		
Visual Arts (K-12)	$\boxtimes$		
World Language (6-12)			
French	$\boxtimes$		
German	$\boxtimes$		
Spanish	$\boxtimes$		
Blended Early Childhood Ed./Early Childhood SPED (Birth–Gr.3)	$\boxtimes$		
Deaf/Hard of Hearing (K-12)	$\boxtimes$		
Exceptional Child Education (K-12)	$\boxtimes$		
Audiology	$\boxtimes$		
Occupational Therapist	X		
Physical Therapist		$\boxtimes$	
School Counselor (K-12)		$\boxtimes$	
School Nurse		$\boxtimes$	
School Psychologist	$\boxtimes$		
School Social Worker	$\boxtimes$		
Speech-Language Pathologist	×		
Director of Special Education (Pre-K-12)	×		
School Principal (Pre-K-12)	×		
Superintendent (Pre-K-12)	$\boxtimes$		

# CONSENT JUNE 17-18, 2025 ATTACHMENT 1 EPP STATE REQUIREMENT CHECK REPORT

## **CONTINOUS IMPROVEMENT GOALS**

Educator Preparation Provider's Continuous Improvement Goals:

- 1. Communicate annually with related service providers to discuss current State Board of Education-related information.
- 2. Work with special education faculty to better align course outcomes with state standards.

End of State Requirement Check Report

## **SUBJECT**

State Requirement Check for the Review of University of Idaho's Educator Preparation Provider

## **REFERENCE**

June 1999 Board continued approval for the educator preparation

provider pending the stated gaps were addressed at an

interim review

November 1999 The educator preparation provider showed evidence

that the stated gaps were being sufficiently addressed

October 2004 Board continued approval of all programs indicated in

the 2004 state review report

February 2014 Board granted conditional approval for gifted/talented

and Library Media Specialist along with continued approval for all other programs based on the 2013

state review report

August 2021 Board continued approval of all programs based on the

2020 state review report

August 2023 Board approved the Idaho Standards for Educator

**Preparation Providers** 

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1207A, Teacher Preparation

Idaho Code § 33-114A, Adoption of Standards for the Initial Certification of Professional School Personnel [Effective until June 30, 2027]

Idaho Code § 33-1202, Eligibility for Certificate

Idaho Code § 33-1203, Accredited Teacher Training Requirements

IDAPA 08.02.02.015, Rules Governing Uniformity, Idaho Educator Credential Idaho State Board of Education Governing Policies & Procedures, Section IV.D.,

**Educator Preparation and Certification** 

## **BACKGROUND/DISCUSSION**

During the 2022–2023 academic year, a dedicated work group was convened to develop the *Idaho Standards for Educator Preparation Providers*. The purpose of these standards is to ensure that future educators are well-prepared, effective, and capable of supporting student learning from their first day in the classroom. Serving as a quality assurance framework, these standards guide colleges, universities, and other institutions in delivering high-quality educator preparation programs. The recommended standards were submitted to the Idaho State Board of Education (Board) and were formally approved on August 23, 2023.

In parallel, a work group was established in the 2022–2023 academic year to design a new state review process for Educator Preparation Providers (EPPs), with work concluding in the 2023–2024 academic year. This updated state review process was developed using the newly adopted *Idaho Standards for Educator Preparation Providers* as its foundation.

Due to the transition period required to finalize the new state review process, several scheduled state reviews were delayed. As a result, a revised state review schedule was implemented to accommodate missed reviews. The affected institutions included:

- Boise State University
- Brigham Young University-Idaho
- College of Southern Idaho
- Idaho State University
- University of Idaho

To address the backlog, Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho were approved by the Chair of the Policy, Planning, and Governmental Affairs Committee to complete a *State Requirement Check*. This streamlined review focuses specifically on compliance with state requirements and is reserved for fully accredited EPPs. These institutions are accredited by a Board approved accreditor—either the Council for the Accreditation of Educator Preparation (CAEP) or the Association for Advancing Quality in Educator Preparation (AAQEP)—and are categorized as traditional preparation providers.

The College of Southern Idaho, a non-traditional provider without accreditation, was required to undergo the full *State Review Process for Educator Preparation Providers*. This process began in fall 2024, with a full review scheduled for fall 2025.

The four institutions participating in the State Requirement Check—Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho—began the process in fall 2024. Brigham Young University–Idaho and University of Idaho were reviewed by a review team on April 8, 2025, while Boise State University and Idaho State University were reviewed on April 9, 2025. The resulting findings and recommended review terms were submitted for consideration at the June 17–18, 2025 State Board of Education meeting.

The University of Idaho is fully accredited through CAEP. The University of Idaho's educator preparation provider has had full CAEP accreditation reviews in Fall/1998, Spring/2004, Fall/2006, Spring/2013, and Fall/2020. A full accreditation review is currently in process with a completion date of Spring/2026. The following full accreditation review will be in Spring/2033.

#### **IMPACT**

Approval of the approval and review term for the educator preparation provider authorizes the educator preparation provider to continue its operations and ensures transparency regarding the timing of the next review.

#### **ATTACHMENTS**

Attachment 1 – University of Idaho's Educator Preparation Provider State Requirement Check Report

## **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff facilitated the State Requirement Check for this Educator Preparation Provider. A review team was convened to evaluate whether all applicable state requirements were satisfactorily met. Based on the findings, Board staff recommends approval of the proposed approval term and review term for the Educator Preparation Provider.

## Results from State Requirement Check:

- All applicable state requirements for applicable administrator certificate and endorsement programs indicated in attachment 1 have been satisfactorily met.
- All applicable state requirements for applicable instructional endorsement programs indicated in attachment 1 have been satisfactorily met. All applicable state requirements for applicable instructional certificate requirements have been conditionally met.

## Recommendation:

- Approval Term: Grant conditional approval for the instructional staff certificate and endorsement programs and continued approval for the administrator endorsement programs provided by the Educator Preparation Provider as outlined in attachment 1.
- <u>Review Term</u>: Schedule a mid-cycle check to ensure the indicated gaps were addressed and schedule the next full state review of the educator preparation provider in alignment with its next full accreditation review by 2032.

## Educator Preparation Provider's Action Items:

The Educator Preparation Provider is directed to address the gaps identified in the "Gaps" section of this report promptly and will have a mid-cycle state check to ensure that the gaps have been sufficiently addressed.

- A mid-cycle state check will take place to check that the Comprehensive Literacy Standards per Section 33-114A, Idaho Code are clearly evidenced across all instructional endorsement programs.
- It is recommended to use the Idaho Comprehensive Literacy Assessments created by Idaho Higher Education Literacy Partnership (IHELP).

## **Educator Preparation Provider Continuous Improvement Goals:**

• Reflective goals identified by the Educator Preparation Provider were incorporated into the State Requirement Check Report to ensure transparency regarding the internal continuous improvement initiatives that will be implemented as a result of this State Requirement Check.

## **BOARD ACTION**

I move to approve the recommendation of full approval of the administrator certificate and endorsement programs along with conditional approval for the instructional certificate and endorsement programs provided by the University of Idaho's Educator Preparation Provider as indicated in attachment 1 with a midcycle check to ensure that the gaps have been sufficiently addressed and schedule the next review term scheduled by 2033 in alignment with the institution's next full accreditation review.

Moved by	Seconded by	Carried \	Yes	No
<i>,</i>	<i>J</i>	_		



State Requirement Check Report for the Review of Educator Preparation Providers per Section 33-1207A, Idaho Code University of Idaho April 8, 2025

Office of the Idaho State Board of Education | State Requirement Check

## CONSENT JUNE 17-18, 2025 ATTA

## **ATTACHMENT 1**

## EPP STATE REQUIREMENT CHECK REPORT

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#### EPP STATE REQUIREMENT CHECK REPORT

#### **PURPOSE STATEMENT**

This educator preparation provider state requirement check report serves a variety of stakeholders including the provider, the programs, current and prospective candidates, as well as the larger education community. The purpose of the educator preparation provider state requirement check is to ensure the overall program design meets the applicable standards, individual endorsement areas, and state requirements. This report is to make public the results of the state requirement check, including the certificate and endorsement program ratings. The ratings are "met" and "not met." The expectation is that providers will use the information contained in this report to support their continuous improvement efforts and alignment to the expectations of the state's legal requirements.

### **REVIEW TEAM MEMBERS**

The facilitator of this state requirement check was Katie Shoup, Educator Effectiveness Program Manager, with the Office of the Idaho State Board of Education. The review team listed below conducted this state requirement check. The review team members were:

1.	David	Belka	6.	Cindy	Johnstone
2.	Dr. Sherry	Dismuke	7.	Katie	Mathias
3.	Melissa	Green	8.	Jackie	Miller
4.	Ehren	Haderlie	9.	Tyler	Winiecke
5.	Don	Hansen	10.	Dr. Emma	Wood

#### **FEEDBACK**

Gaps provided by the review team members will be reevaluated at the educator preparation provider's mid-cycle state check.

### **Identified Gaps**

Instructional Endorsements: While some evidence was provided for the Idaho Comprehensive Literacy Standards and assessments, additional evidence is needed to demonstrate alignment with the Idaho Comprehensive Literacy Standards across all instructional endorsement programs.

### **RESULTS**

## **Certificate Requirements**

The certificate requirements in <u>IDAPA 08.02.02</u> include clinical practice, credit hours, assessment, and institutional recommendation. In addition, the Idaho Standards for Initial Certification of Professional School Personnel are included within this section. The Idaho Standards for Certificated School Personnel set the minimum standards certificated school personnel must meet in each certification area to be eligible for certification. Educator preparation programs must be in alignment with these certifications standards to be considered for re-approval per State Board Policy IV.D.

The scoring that is used is "Met," "Conditionally Met," or "Not Met."

Certificate	Met	Conditional Met	Not Met
Instructional		$\boxtimes$	
Administrator	$\boxtimes$		



### EPP STATE REQUIREMENT CHECK REPORT

## **Actions for the Educator Preparation Provider:**

The Educator Preparation Provider is directed to address the gaps identified in the "Gaps" section of this report promptly and will have a mid-cycle state check to ensure that the gaps have been sufficiently addressed.

- A mid-cycle state check will take place to check that the Comprehensive Literacy Standards per <u>Section 33-114A</u>, <u>Idaho Code</u> are clearly evidenced across all instructional endorsement programs.
- It is recommended to use the Idaho Comprehensive Literacy Assessments created by Idaho Higher Education Literacy Partnership (IHELP).

## **Endorsement Requirements**

The endorsement requirements in <u>State Board Policy IV.D.</u> include the credit requirements that must be met to add an endorsement established in <u>IDAPA 08.02.02</u>. 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.

The scoring that is used is "met" or "not met."

Endorsement	Met	Not Met
All Subjects (K-8)	×	
American Government/Political Sci. (5-9 or 6-12)	×	
Biological Science (5-9 or 6-12)	$\boxtimes$	
Chemistry (5-9 or 6-12)	$\boxtimes$	
Computer Science (5-9 or 6-12)	×	
Earth and Space Science (5-9 or 6-12)	×	
Economics (5-9 or 6-12)	×	
English (5-9 or 6-12)	×	
English as a Second Language (K-12)	×	
Geography (5-9 or 6-12)	×	
Health (5-9, 6-12 or K-12)	×	
History (5-9 or 6-12)	×	
Literacy (K-12)	×	
Mathematics (6-12)	×	
Mathematics – Middle Level (5-9)	×	
Music (5-9, 6-12 or K-12)	×	
Natural Science (6-12)	×	
Physical Education (5-9, 6-12, or K-12)	×	
Physical Science (5-9 or 6-12)	×	
Physics (5-9 or 6-12)		
Social Studies (6-12)	×	
Social Studies – Middle Level (5-9)	×	



#### EPP STATE REQUIREMENT CHECK REPORT

Sociology (5-9, 6-12)	X	
Sociology/Anthropology (5-9 or 6-12)	$\boxtimes$	
Teacher-Librarian (K-12)	$\boxtimes$	
Theater Arts (5-9 or 6-12)	×	
Visual Arts (5-9, 6-12 or K-12)	×	
World Language (5-9, 6-12)		
French	$\boxtimes$	
German	$\boxtimes$	
Spanish	$\boxtimes$	
Blended Early Childhood Education/ Early Childhood Special Education	×	
(Birth – Grade 3)		
Blended Elementary Education/ Elementary Special Education (Grade 4-	$\boxtimes$	
Grade 6)		
Early Childhood Special Education (Pre-K-3)	$\boxtimes$	
Exceptional Child Education (K-8, 6-12, or K-12)	×	
Director of Special Education (Pre-K-12)	$\boxtimes$	
School Principal (Pre-K-12)	×	
Superintendent (Pre-K-12)	×	

### **CONTINOUS IMPROVEMENT GOALS**

Educator Preparation Provider's Continuous Improvement Goals:

- 1. Discipline-specific methods courses It became obvious during preparation for the review process that the way the UI catalog requires teacher candidates to complete a discipline-specific teaching methods course is unclear and could lead to confusion on the part of our students. We recognized this during the self-study portion of the review process and put a curriculum change forward to address it in upcoming catalogs. This was further solidified as the review team shared similar input.
- 2. Comprehensive Literacy While the UI process for addressing the Idaho Comprehensive Literacy Standards is/was robust, the review process illuminated an opportunity to employ the assessment tool common across all other Idaho educator preparation programs. Going forward, UI will be utilizing the Idaho Comprehensive Literacy Assessment just as the rest of our fellow Idaho institutions already do.
- 3. Enhancing Curriculum Relevance: To strengthen the relevance and responsiveness of our educational leadership preparation programs to the unique needs of Idaho's K–12 schools, the Advanced Programs faculty will convene an expert panel of Idaho-based practitioners, district leaders, and other educational stakeholders. This panel will systematically review and evaluate current course assignments to ensure they align with the evolving educational landscape across Idaho. Insights from this Idaho-focused panel will guide targeted curriculum revisions that reflect the realities of educational leadership across the state.

End of State Requirement Check Report



### **UNIVERSITY OF IDAHO**

### **SUBJECT**

Policy Update: FSH 1520 Constitution of the University Faculty

#### REFERENCE

None

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.S.2

## **BACKGROUND/DISCUSSION**

V.2.B., V.3., V.4.: Sets forth past chair terms of office and clarifies expected continued service of vice chair.

V.7., V.8.: Provides procedure for selection of alternate senators in case of absence or recall.

#### **IMPACT**

These changes will enhance continuity of faculty governance by providing for the continued service of the chair in the role of past chair and the expected continued service of the vice chair in the role of chair. It also provides needed procedure for selection of alternate senators in case of absence or recall.

#### **ATTACHMENTS**

Attachment 1 - FSH 1520 redline

Attachment 2 - FSH 1520 clean

### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of Constitution changes.

## **BOARD ACTION**

I move to approve the request by the University of Idaho to approve the proposed revision to FSH 1520 Constitution of the University Faculty.

Moved by	Seconded by	Carried Yes	No

#### **ATTACHMENT 1**

#### UI FACULTY-STAFF HANDBOOK

CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

#### 1520 CONSTITUTION OF THE UNIVERSITY FACULTY

LAST REVISION: September 2022

#### **CONTENTS:**

Preamble

Article I. General Provisions
Article II. Faculty Classifications
Article III. Faculty Machines

Article III. Faculty Meetings

Article IV. Responsibilities of the University Faculty

Article V. Faculty Senate Article VI. Rules of Order Article VII. Amendments

**PREAMBLE.** The faculty of the University of Idaho, designated "university faculty," as defined in article II, section 1, in acknowledgement of the responsibilities entrusted to it for the immediate government of the university by article IX, section 10, of the constitution of the state of Idaho, has adopted and declared this constitution to be the basic document under which to discharge its responsibilities.

#### ARTICLE I--GENERAL PROVISIONS.

**Section 1. Regents.** The regents are vested by article IX, section 10, of the constitution of the state of Idaho with all powers necessary or convenient to govern the university in all its aspects. The regents are the authority for actions of the university faculty, and policy actions taken by the university faculty are subject to review and approval by the president and by the regents.

**Section 2. President.** The president of the university is both a member of and the president of the university faculty and is also the president of the other faculties referred to in section 4, below, and in article II. The president is the representative of the regents, the institution's chief executive officer, and the official leader and voice of the university.

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE Section 1520: Constitution of the University Faculty

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**Section 3. Faculty Senate.** This senate is empowered to act for the university faculty in all matters pertaining to the immediate government of the university. The senate is responsible to and reports to the university faculty and, through the president, to the regents. The university faculty, president, and regents retain the authority to review policy actions taken by the senate.

Section 4. Constituent Faculties. The university faculty is composed of various constituent faculties, including the faculties of the several colleges and other units of the university. Faculty are entitled to speak or write freely on matters pertaining to university governance, programs and policies (see Article IV below and FSH 3160).

Clause A. College Faculties. The constituent faculty of each college or similar unit, meeting regularly and in accordance with bylaws adopted by a majority vote of the members of such faculty, is authorized to establish and to effect its own educational objectives, including matters of student admission and curriculum, and to participate in the selection of its own dean, other executive officers, and faculty members, subject only to the general rules and regulations of the university faculty and the authority of the president and the regents.

Clause B. Faculties of Subdivisions. If there are schools, intracollege divisions, departments, or separate disciplines within a college or similar unit, the constituent faculty of each such subdivision participates in decisions concerning its educational objectives, including matters of student admission and curriculum, the selection of its executive officers, and its faculty appointments, subject only to the general rules and regulations of the college faculty and the university faculty and the authority of the president and the regents.

**Clause C. Interim Government.** The Faculty Senate will provide for the establishment of bylaws for any college or similar unit that has not adopted its own bylaws.

Clause D. Matters of Mutual Concern. The Faculty Senate has the responsibility for resolving academic matters that concern more than one college or similar unit.

#### ARTICLE II--FACULTY CLASSIFICATIONS.

Section 1. University Faculty. The university faculty comprises the president, provost, and all faculty in the following ranks, including those serving in administrative positions: professors; associate professors; assistant professors; senior instructors; instructors (including those professors, associate professors, assistant professors, senior instructors, and instructors whose titles have distinguished, research, extension, or clinical designations, (e.g., "assistant research professor" and "assistant clinical professor")); visiting faculty on full-time appointment who have completed at least two consecutive semesters; and lecturers currently on at least half-time appointment who have completed two semesters, whether consecutive or not, on half-time appointment within the preceding three years. See FSH 1565 for definitions of faculty ranks. Those who qualify under this section have the privilege of participation with vote in meetings of the university faculty and the appropriate constituent faculties.

**Section 2. Emeriti.** Faculty members emeriti have the privilege of participation without vote in meetings of the university faculty and the appropriate constituent and associated faculties. Also, they may be appointed to serve with vote on UI committees. [See also 1565 E.]

### Section 3. Associated Faculties.

**Clause A.** The adjunct faculty [see 1565 F-1] and the affiliate faculty [see 1565 F-2] are associated faculties. Other associated faculties may be established as needed with the approval of the university faculty, president, and regents.

Clause B. Members of the adjunct faculty have the privilege of participation without vote in meetings of the university faculty. Members of the affiliate faculty may participate with vote in meetings of the university faculty if they have status as university faculty in their home unit. Both adjunct and affiliate faculty members have the privilege of participating in meetings of their respective constituencies of the university faculty, and may participate with vote if the bylaws of their constituent faculty so provide; however, if authorized to vote, they are not counted among the full-time-equivalent faculty members when determining the basis for the

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE Section 1520: Constitution of the University Faculty

constituent faculty's representation on the Faculty Senate.

**Section 4. General Faculty.** "General faculty" is a collective description for the combined faculties referred to in sections 1, 2, and 3, above.

**ARTICLE III--FACULTY MEETINGS.** Meetings of the university faculty may be called at any time, with due notice, by the president. Procedure for meetings of the university faculty is governed by FSH 1540 Standing Rules of the University Faculty.

**ARTICLE IV--RESPONSIBILITIES OF THE UNIVERSITY FACULTY.** Subject to the authority of the president and the general supervision and ultimate authority of the regents, the university faculty accepts its responsibilities for the immediate government of the university, including, but not restricted to:

**Section 1. Standards for Admission.** The university faculty establishes minimum standards for admission to the university. Supplementary standards for admission to individual colleges or other units of the university that are recommended by the appropriate constituent faculties are subject to approval by the university faculty.

Section 2. Academic Standards. The university faculty establishes minimum academic standards to be maintained by all students in the university. Supplementary academic standards to be maintained by students in individual colleges or other units of the university that are recommended by the appropriate constituent faculties are subject to approval by the university faculty. [See I-4-D.]

Section 3. Courses, Curricula, Graduation Requirements, and Degrees. Courses of instruction, curricula, and degrees to be offered in, and the requirements for graduation from, the individual colleges or other units of the university, as recommended by the appropriate constituent faculties, are subject to approval by the university faculty. [See I-4-D.]

**Section 4. Scholarships, Honors, Awards, and Financial Aid.** The university faculty recommends general principles in accordance with which privileges such as scholarships, honors, awards, and financial aid are accepted and allocated. The university faculty may review the standards recommended by the individual constituent faculties for the acceptance and allocation of such privileges at the college or departmental levels.

**Section 5. Conduct of Students.** The faculty's responsibility for approving student disciplinary regulations and the rights guaranteed to students during disciplinary hearings and proceedings are as provided in the "Statement of Student Rights," the "Student Code of Conduct," and the "University Disciplinary Process for Alleged Violations of Student Code of Conduct." [See 2200, 2300, and 2400.]

**Section 6. Student Participation.** The university faculty provides an opportunity for students of the university to be heard in all matters pertaining to their welfare as students. To this end, the students are entrusted with their own student government organization and are represented on the Faculty Senate. If students so desire, they are represented on faculty committees that deal with matters affecting them.

**Section 7. Selection of Officers.** The university faculty assists the regents in the selection of the president and assists the president in the selection of the provost, vice presidents and other administrative officers of the university.

**Section 8. Governance of Colleges and Subdivisions.** The university faculty promulgates general standards to guarantee the right of faculty members to participate in the meetings of the appropriate constituent faculties and in the governance of their colleges, schools, intracollege divisions, departments, and other units of the university. [See 1540 A.]

Section 9. Faculty Welfare. The university faculty recommends general policies and procedures concerning the welfare of faculty members, including, but not limited to, appointment, reappointment, nonreappointment, academic freedom, tenure, working conditions, promotions, salaries, leaves, fringe benefits, periodic evaluations, performance reviews, reassignment, layoff, and dismissal or termination.

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Section 10. The Budget. Members of the university faculty participate in budgetary deliberations, and it is expected that the president will seek faculty advice and counsel on budgetary priorities that could significantly affect existing units of the university. [See 1640.20, University Budget and Finance Committee.]

**Section 11. Committee Structure.** The university faculty, through the medium of its Faculty Senate, establishes and maintains all university-wide and interdivisional standing and special committees, subcommittees, councils, boards, and similar bodies necessary to the immediate government of the university and provides for the appointment or election of members of such bodies. This section does not apply to *ad hoc* advisory committees appointed by the president or committees made up primarily of administrators. [See 1620 and 1640]

Section 12. Organization of the University. The university faculty advises and assists the president and the regents in establishing, reorganizing, or discontinuing major academic and administrative units of the university, such as colleges, schools, intracollege divisions, departments, and similar functional organizations.

**Section 13. Bylaws of the Faculty Senate.** The bylaws under which the Faculty Senate discharges its responsibilities as the representative body of the university faculty are subject to review and approval by the university faculty. [See 1580.]

#### ARTICLE V--FACULTY SENATE.

**Section 1. Function.** The Faculty Senate functions as provided in this constitution and in accordance with its bylaws as approved by the university faculty. [See I-3 and 1580.]

**Section 2. Structure.** The senate is constituted as follows:

#### Clause A. Elected Members.

- (1) College Faculties. The faculty of each college, except the College of Graduate Studies, elects one senator for each 50, or major fraction thereof, full-time-equivalent faculty members in the college, provided, however, that each college faculty elects at least one senator. If, because of a reduction in the membership of a college faculty, there is to be a corresponding reduction in the college's representation in the senate, the reduction does not take place until the expiration of the term of office of an elected senator from the college.
- (2) University Centers. The resident faculty of the university centers in Boise, Coeur d'Alene and Idaho Falls each elects one senator from among its number. Senators elected to represent a center have a unique role on senate, which is to provide a voice and vote from the perspective of their centers. That perspective is not intended to be college or discipline specific.
- (3) Faculty-at-Large. Members of the university faculty who are not affiliated with a college faculty constitute the faculty-at-large, and this constituent faculty, in accordance with procedures adopted by the faculty-at-large, elects senators to serve with vote in the senate on the same basis as provided above for college faculties.<sup>1</sup>

- (4) Dean. The academic deans elect one of their number to serve with vote in the senate.
- (5) **Staff.** The representative body (Staff Council) of the university staff elects two employees who do not have faculty status to serve with vote in the senate.
- (6) Students. Two undergraduate students, one graduate student, and one law student serve as voting members of the senate, and the senate provides regulations governing the qualifications, terms of office, and

<sup>&</sup>lt;sup>1</sup> The constitution of the university faculty originally provided that faculty status could be conferred by presidential designation on certain administrative and service officers who did not hold academic rank. When the faculty, on May 13, 1986, amended the constitution by, among other things, deleting that provision, it explicitly granted continuing membership, for the duration of their then current incumbencies, to those officers who on that date were members by virtue of presidential designation. These officers are members of the constituency known as the faculty-at-large.

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE Section 1520: Constitution of the University Faculty

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election of student members, and procedures for filling vacancies in the student membership. [See 1580 VI.]

Clause B. Members Ex Officiis. The president or the president's designated representative and the secretary of the faculty are members ex officiis of the senate, with voice but without vote. The past chair is a member ex officio of the senate, with voice but without vote, unless the past chair is also a member of the senate pursuant to Clause A above, in which case the past chair is a voting member pursuant to their appointment under Clause A.

Section 3. Officers. Each year the senate elects a chair and a vice chair from among the elected faculty members of the senate. In the event that a sitting vice chair does not wish to become chair or the senate votes not to approve the sitting vice chair to become chair, a chair will also be elected.

Section 4. Terms of Office. Elected faculty members of the senate serve for three years. The academic dean shall serve one year, the staff representatives shall serve for staggered two year terms. The terms of office for student members are as established by the senate. [See 1580 VI.] Newly elected members take office each year on September 1 or on the official opening date of the academic year, whichever is earlier. To carry out the requirement that approximately one-third of the elected faculty members are to take office each year, the senate may shorten the initial term of office of faculty senators elected to fill new positions in the senate to conform to a balanced rotation plan. When members are elected to fill a vacancy, they take office at the first meeting after the election and serve for the unexpired term of the vacancy. A faculty member elected to the senate may serve two consecutive terms. After serving two consecutive terms the faculty senate member must wait one full year before they are again eligible for election [see also FSH 1580 III-3]. The past chair can serve a fourth year (in other words, for one additional year after the expiration of their membership pursuant to Section 2, Clause A) in an ex officio capacity as set forth in Section 2, Clause B.

**Section 5. Eligibility.** Every member of the university faculty is eligible to vote for members of the senate representing his or her college or other unit. Every member of the university faculty is eligible to serve as an elected member of the Faculty Senate and to hold an elective or appointive office in the senate.

**Section 6. Elections.** Regular elections for senators in the senate are held before April 15 of each year in which an election is to be held. All elections for members of the senate are by secret ballot. Appropriate procedures for nominations and elections are developed and approved by a majority vote of the faculty of the college or other unit.

#### Section 7. Vacancies.

Clause A. If it is necessary for a member of the senate to be absent temporarily (more than a month, but less than four months), the candidate who received the next highest number of votes in the most recent election in the college or unit acts as his or her alternate in the senate with full vote. If it is necessary for a member to be absent for more than four months, but less than one year, a special election is held to fill the temporary vacancy. When the senate member returns, he or she resumes the position in the senate. If it is necessary for a member to be absent for more than one year, or if the member is unable to complete the term of office for any reason, a special election is held to fill the unexpired term. [See 1580 VI for procedures covering student vacancies.]

**Clause B.** The chair of the Faculty Senate must declare a position vacant if a member is absent from three consecutive meetings unless the member has informed the chair of the senate in writing that he or she intends to participate fully in the activities of the senate in the future. When a position is declared vacant, the chair must notify the constituency concerned.

**Section 8. Recall.** The recall of a member of the senate may be initiated by a petition bearing the signatures of at least 10 percent, or five members, whichever is greater, of the membership of the particular constituency represented. The petition must be delivered to the chair of the senate. On the receipt of a valid petition, the chair calls a meeting of the faculty of the college or other unit and appoints a chair. Charges against the member are presented in writing and the member is given adequate opportunity for his or her defense. A two-thirds majority vote by secret ballot of the members of the college or other unit present at the meeting is necessary for recall, providing the members present constitute a quorum as defined in the bylaws of the college or other unit. In the event that the vote is to recall the senator, the member may appeal the case to the senate within 10 days. If the case is appealed and the senate affirms

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the recall, or if the recall stands for 10 days without appeal, the members of the college or other unit elect another senator. Regular procedures are followed in replacing the recalled person, except that the chair of the senate appoints the chair of the election committee of the college or other unit. During the interval between recall and the election of a replacement, the candidate who received the next highest number of votes in the most recent election acts as the alternate in the senate with full vote.

**ARTICLE VI--RULES OF ORDER.** The rules contained in *Robert's Rules of Order Newly Revised* govern all meetings of the university faculty, other faculties, the Faculty Senate, and faculty committees in all cases to which they are applicable and in which they are not in conflict with this constitution, regents' policies, or any bylaws or rules adopted by any of those bodies for the conduct of their respective meetings. An action taken by the university faculty, a constituent or associated faculty, the Faculty Senate, or a faculty committee that conflicts with a previous action by that body takes precedence and, in effect, amends, in part or in full, the previous action.

**ARTICLE VII--AMENDMENTS.** This constitution may be amended by a two-thirds affirmative vote of the members of the university faculty, as defined in article II, section 1, in attendance at a regular meeting, a quorum being present. Proposed amendments must have been published in full in the agenda at least one week before the meeting or presented in writing at a meeting previous to the one at which the vote is to be taken. Amendments to this constitution are subject to review and approval by the president and by the regents.

#### **Version History**

**Amended January 2024.** Article II, Section 1 revised to clarify that voting rights arise from faculty rank, so that non faculty in administrative roles do not have voting rights; and to resolve conflict with FSH 1565 regarding the terms on which visiting faculty and lecturers are granted voting rights.

Amended September 2022. Clerical edit to correct cross-reference.

**Amended July 2022.** University faculty meeting procedure moved from Article III to FSH 1420 Standing Rules of the University Faculty. Outdated information regarding remote participation removed from Article V.

**Amended July 2019**. Language from FSH 1566 was moved to a footnote to Article V, Section 2, and language in Article V, Section 3 was removed to address the restructure of the Faculty Secretary position.

**Amended July 2015.** Faculty Senate members were allowed to serve an additional term and language was added to Article I. Section 4 that affirms academic freedom in faculty governance and university programs and policies.

Amended July 2014. Editorial changes.

**Amended July 2013**. The Faculty Senate's membership was increased by one member to represent the Student Bar Association.

**Amended July 2012.** The Faculty Senate Center Senator's role/responsibility was clarified, staff membership increased to two, and the required annual venue determination removed.

Amended July 2011. The clinical faculty rank was added and language with respect to associated faculty voting was clarified.

**Amended July 2009.** The Faculty Council changed its name to Faculty Senate, a more common name used in academia, off campus faculty will have voting members on Senate at Coeur d'Alene, Boise, and Idaho Falls, and off-campus faculty will now be counted in the quorum at university faculty meetings with vote through designated sites and delegates given available technology (see 1640.94 and 1540 A).

Amended July 2006. Editorial changes.

Amended July 2005. Editorial changes.

## **ATTACHMENT 1**

#### UI FACULTY-STAFF HANDBOOK

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Amended July 2001. Editorial changes.

Amended July 2000. Editorial changes

Amended July 1999. Editorial changes.

Amended July 1997. Editorial changes.

Amended 1986. Content of revision unknown.

Adopted 1968.

#### **ATTACHMENT 2**

#### UI FACULTY-STAFF HANDBOOK

CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

## 1520 CONSTITUTION OF THE UNIVERSITY FACULTY

**LAST REVISION:** September 2022

#### **CONTENTS:**

Preamble

Article II. General Provisions
Article III. Faculty Classifications
Article III. Faculty Meetings

Article IV. Responsibilities of the University Faculty

Article V. Faculty Senate Article VI. Rules of Order Article VII. Amendments

**PREAMBLE.** The faculty of the University of Idaho, designated "university faculty," as defined in article II, section 1, in acknowledgement of the responsibilities entrusted to it for the immediate government of the university by article IX, section 10, of the constitution of the state of Idaho, has adopted and declared this constitution to be the basic document under which to discharge its responsibilities.

#### ARTICLE I--GENERAL PROVISIONS.

**Section 1. Regents.** The regents are vested by article IX, section 10, of the constitution of the state of Idaho with all powers necessary or convenient to govern the university in all its aspects. The regents are the authority for actions of the university faculty, and policy actions taken by the university faculty are subject to review and approval by the president and by the regents.

**Section 2. President.** The president of the university is both a member of and the president of the university faculty and is also the president of the other faculties referred to in section 4, below, and in article II. The president is the representative of the regents, the institution's chief executive officer, and the official leader and voice of the university.

### **UNIVERSITY OF IDAHO**

### **SUBJECT**

Policy Update: FSH 1580 Bylaws of the Faculty Senate

## REFERENCE

None

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.S.2

## BACKGROUND/DISCUSSION

- II.3.: Establishes the role of past chair to serve in an advisory role to the chair and vice chair.
- III.2.: Codifies expectation that vice chair will continue service the following year as chair, and that the chair will continue service the following year as past chair.
- IV.1, 2. Adjusts election procedures to align with II.3. and III.2.
- V.11. Updates voting procedure to accommodate online meetings.

### **IMPACT**

These changes will enhance continuity of faculty governance by providing for the continued service of the chair in the role of past chair and the expected continued service of the vice chair in the role of chair. It also adjusts the corresponding election procedures and updates voting procedure to accommodate online meetings.

### **ATTACHMENTS**

Attachment 1 – FSH 1580 redline Attachment 2 – FSH 1580 clean

## **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of Constitution changes.

#### **BOARD ACTION**

I move to approve the request by the Unive	ersity of Idaho to approve the proposed
revision to FSH 1580 Bylaws of the Faculty	/ Senate.

Moved by	_ Seconded by	Carried Yes	No	_

#### **ATTACHMENT 1**

#### UI FACULTY-STAFF HANDBOOK

**CHAPTER ONE:** 

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

1580

#### BYLAWS OF FACULTY SENATE

LAST REVISION: July 2019

#### **CONTENTS:**

Article I. Function and Membership

Article II. Duties of Officers
Article III. Terms of Office
Article IV. Election of Officers

Article V. Meetings

Article VI. Student Members Article VII. Executive Committee Article VIII. Other Committees

**ARTICLE I--FUNCTION AND MEMBERSHIP.** The function and membership of the Faculty Senate are as provided in the constitution of the university faculty. [See 1520 I-3 and V.]

#### ARTICLE II--DUTIES OF OFFICERS.

**Section 1. Chair.** The chair shall: preside at meetings of the senate; appoint the secretary, subject to confirmation by the senate; appoint special or *ad hoc* committees in consultation with the senate; maintain lines of communication between the senate and the president, between the senate and the university faculty, and between the senate and the Staff Affairs Committee; serve as a member ex officio without vote of all committees and similar bodies under the jurisdiction of the university faculty; and perform all other duties pertaining to the office of chair. Given the nature of leadership responsibilities and time requirements of this position, it is UI administrative policy that the chair is given the opportunity for release time of up to one course per semester, or equivalent.

**Section 2. Vice Chair.** The vice chair shall: assume the duties and responsibilities of the chair in the temporary absence or disability of the chair; serve as chair of the Committee on Committees; and perform such other duties as may be assigned by the chair or by the senate.

**Section 3.** Past Chair. The past chair shall: serve in an advisory capacity to the chair and vice chair and may be responsible for continuing initiatives started during their term as vice chair and chair. The past chair will attend all regular and special meetings. This is a non-voting role unless the past chair is also a senator representing a unit of the University, in which case, all votes by the past chair will be their capacity as a senator.

<u>Section 4.</u> Secretary. The faculty secretary shall be the secretary to the faculty senate and shall maintain minutes and assume other responsibilities set forth in FSH 1570.

## ARTICLE III--TERMS OF OFFICE.

**Section 1. Members.** The terms of office for members of the senate are as provided in the constitution of the university faculty [1520 V-4] and in accordance with these bylaws.

Section 2. Officers. The term of office for officers of the senate is one year in each role, beginning on September 1 or on the official opening date of the academic year, whichever is earlier. No member may serve as chair more than two consecutive one-year terms. At the end of their term as vice chair, the vice chair will automatically become the chair for the following year unless the senate votes to prohibit this transition as set forth in Article IV below or the

#### ATTACHMENT 1

#### UI FACULTY-STAFF HANDBOOK

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE Section 1580: Bylaws of Faculty Senate

vice chair rejects the chair position. At the end of their term as chair, the chair will automatically become the past chair for the following year. the of in the vice chairs

**Section 3. Members Completing Unexpired Terms.** A member who has been elected or appointed to complete the unexpired term of another member and has served more than half of that term will be considered to have served one full term. [see FSH 1520 V-4 – Terms of Office.

#### ARTICLE IV--ELECTION OF OFFICERS.

Section 1. Nomination and Confirmation. Each spring, as soon as practicable following the appointment and election of new members of the senate, the president of the university or the president's designated representative calls and presides at a meeting of those who will be members during the ensuing year for the purpose of confirming or rejecting the vice chair transition to chair and nominating candidates for the offices of chair and vice chair, and, if the vice chair is not confirmed to the chair position at this meeting or the vice chair rejects the chair position, the chair. theof Nominations and votes for confirmation are by secret ballot, and no other official business is transacted at this meeting. The vice chair will be confirmed to the chair position if a majority of all votes cast are in favor of confirmation.

Section 2. Election. At the subsequent meeting, to occur no longer than one week after Not less than three days following the nominating and confirming meeting referred to in section 1, above, the president or the president's designated representative calls and presides at a second meeting of the same group for the purpose of electing the chair and the vice chair, and if the previous vice chair is not confirmed to or rejects the chair position, the chair for the ensuing term. No other official business is transacted at this meeting. The requirement that there be no less than three daysone week between the two meetings may be suspended only by the unanimous consent of the members in attendance. The procedures for the election are as follows:

**Clause A. Additional Nominations.** Before balloting begins for each office, additional nominations may be made for that office.

Clause B. Procedure for Balloting. Elections for officers of the senate are by secret ballot, and a majority of all votes cast is necessary for election, a quorum being present [see V-3]. In the event that more than two candidates are nominated for either office and none receives a majority of the votes cast on the first ballot, balloting continues with the name of the candidate receiving the fewest votes being dropped from the ballot after each vote. In the event that there is no candidate with the fewest votes, balloting continues with all names included until such time as a candidate receives a majority of votes (in which case he or she is declared elected) or until a candidate receives the fewest votes (in which case his or her name is dropped from the ballot and the balloting continues).

#### ARTICLE V--MEETINGS.

Section 1. Regular Meetings. The senate determines the time and place for its regular meetings.

**Section 2. Special Meetings.** Special meetings of the senate may be called at any time by the chair. Such meetings must be called upon the request of the president of the university or the president's designated representative. Meetings may be convened by 35 percent of the voting membership with a three-day written notice to all members.

**Section 3. Quorum.** A quorum is half of the voting members of the senate, including half of the elected membership.

**Section 4. Agenda.** The chair is responsible for the agenda and causes it to be issued at least one day before each regular meeting. Notice of special meetings may be given orally, provided each member so notified is informed of the purpose of the special meeting.

Section 5. Order of Business. The usual order of business for regular meetings is: (a) approval of the minutes of the

#### ATTACHMENT 1

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previous meeting; (b) communications; (c) committee reports; (d) special orders; (e) unfinished business and general orders; and (f) new business.

**Section 6. Communications.** Communications that require action by the senate should be furnished in sufficient quantity to provide one copy for each member of the senate and five copies for the secretary.

**Section 7. Alternates.** Alternates participate in meetings of the senate only as permitted by the constitution of the university faculty [see 1520 V-7]. This rule does not preclude a member from having another person attend the meeting in his or her stead as an auditor.

**Section 8. Policy Actions.** Before each regular meeting of the senate, the agenda for that meeting is to be published on the Faculty Senate website. The website shall include the number, if any, and the title of each agenda item involving the formulation or substantive change of policy and also a link to the proposed redline document. Final action may not be taken on any such item unless it has been included in an agenda previously published on the website and distributed electronically to all senators (preferably the Friday before the meeting, but no later than 24 hours prior to the meeting, see Section 4 above); this requirement for prior notice may be suspended only in emergencies and with approval by a two-thirds vote of the senate members in attendance at a meeting, a quorum being present.

**Section 9. Motions.** Motions involving the formulation or change of policy should be in writing and handed to the secretary. The minutes are to show the names of the person making a motion and of the seconder.

**Section 10. Record of Attendance.** The minutes are to show the names of members attending and of those absent from meetings.

**Section 11. Voting.** Voting on motions is by raising a hand (if the meeting is in person) or electronic polling (if the meeting is online). Proxy votes are not allowed. (According to a standing rule of the senate, the chair does not ask how many members abstained from voting on a particular motion, and abstentions are not recorded in the minutes unless a member requests that his or her abstention be recorded.)

**Section 12. Open Meetings.** The university faculty's general regulations governing committee meetings, including meetings of the Faculty Senate, are contained in FSH 1620.

**Section 13. Publication of Minutes.** The complete text or a summary of the approved minutes of meetings of the senate is published on the Faculty Senate website and sent electronically to senate members at least one day before the meeting at which they will be ratified.

#### ARTICLE VI--STUDENT MEMBERS.

**Section 1. Qualifications.** The two undergraduate-student representatives must have completed at least 26 credits at UI before taking office and must be full-time students as defined in the catalog (regulation O-1). The graduate-student representative must be regularly enrolled in a program leading to an advanced degree.

**Section 2. Terms of Office.** Student members are elected for one-year terms and are eligible for reelection for a second term.

**Section 3. Election.** The election of the two undergraduate-student representatives to serve on the senate is entrusted to the ASUI Senate. The election of one graduate-student representative is entrusted to the Graduate and Professional Student Association. The election of one law-student representative is entrusted to the Student Bar Association

Section 4. Vacancies. Vacancies occurring in student positions are filled by the ASUI and GPSA as appropriate.

#### ARTICLE VII--EXECUTIVE COMMITTEE.

Section 1. Function. The function of the Executive Committee is to act for the senate on emergency matters when

#### ATTACHMENT 1

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the senate will not be in regular session for a period of more than two weeks and a quorum cannot easily be

convened. The Executive Committee reports to and is subject to the orders of the senate, and the senate retains the authority to review actions of the Executive Committee.

**Section 2. Structure and Quorum.** The Executive Committee is made up of such members of the senate as are present at a meeting called upon 36 hours' written or oral notice. Seven voting members of the senate constitute a quorum for meetings of the Executive Committee.

**Section 3. Officers.** The officers of the senate also serve as the officers of the Executive Committee. In the absence or incapacity of both the chair and the vice chair, the members of the Executive Committee attending the meeting designate a chair *pro tempore*.

**Section 4. Call of Meetings.** Meetings of the Executive Committee may be called on 36 hours' notice by the chair or vice chair or by the president of the university or the president's designee.

#### ARTICLE VIII--OTHER COMMITTEES.

**Section 1. Authority of the Faculty Senate.** Under the authority of the constitution of the university faculty, the senate has the responsibility to establish and maintain all university-wide and interdivisional standing and special committees, except those specifically reserved to the president. [See 1420 A-1-c and 1520 IV-11.]

**Section 2. General Regulations.** The general regulations governing committees, as adopted by the senate and the university faculty, are contained in 1620.

## ARTICLE IX--RULES OF ORDER. [See 1520 VI.]

**ARTICLE X--AMENDMENTS.** These bylaws may be amended by a majority vote of the university faculty, as defined in the constitution of the university faculty [see 1520 II-1], in attendance at a regular meeting, a quorum being present. Amendments that conflict with any provision of the constitution of the university faculty or with regents' policies are without effect. Proposed amendments must have been published in full in the agenda at least one week before the meeting of the university faculty or presented in writing at a meeting previous to the one at which the vote is to be taken.

#### **Version History**

**Amended July 2019.** Changes were made to reflect the restructure of the Faculty Secretary position.

Amended July 2015. Faculty Senate members' Sterm was expanded allowing an additional term.

**Amended July 2013**. The Faculty Senate's membership was increased by one member to represent the Student Bar Association.

Amended July 2012. The election process for the graduate student representative on Senate was clarified.

**Amended July 2011.** The requirements for publishing senate meeting minutes were revised to reflect changes in publishing processes across the university.

Amended July 2010. Editorial changes.

Amended January 2010. The Faculty Council changed its name to Faculty Senate.

Amended July 2000. Editorial changes.

Amended July 1997. Editorial changes.

Adopted 1979.

## **ATTACHMENT 2**

#### UI FACULTY-STAFF HANDBOOK

**CHAPTER ONE:** 

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

#### 1580

#### BYLAWS OF FACULTY SENATE

**LAST REVISION:** July 2019

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**ARTICLE I--FUNCTION AND MEMBERSHIP.** The function and membership of the Faculty Senate are as provided in the constitution of the university faculty. [See 1520 I-3 and V.]

### ARTICLE II--DUTIES OF OFFICERS.

**Section 1.** Chair. The chair shall: preside at meetings of the senate; appoint the secretary, subject to confirmation by the senate; appoint special or *ad hoc* committees in consultation with the senate; maintain lines of communication between the senate and the president, between the senate and the university faculty, and between the senate and the Staff Affairs Committee; serve as a member ex officio without vote of all committees and similar bodies under the jurisdiction of the university faculty; and perform all other duties pertaining to the office of chair. Given the nature of leadership responsibilities and time requirements of this position, it is UI administrative policy that the chair is given the opportunity for release time of up to one course per semester, or equivalent.

**Section 2. Vice Chair.** The vice chair shall: assume the duties and responsibilities of the chair in the temporary absence or disability of the chair; serve as chair of the Committee on Committees; and perform such other duties as may be assigned by the chair or by the senate.

**Section 3. Past Chair.** The past chair shall: serve in an advisory capacity to the chair and vice chair and may be responsible for continuing initiatives started during their term as vice chair and chair. The past chair will attend all regular and special meetings. This is a non-voting role unless the past chair is also a senator representing a unit of the University, in which case, all votes by the past chair will be their capacity as a senator.

**Section 4. Secretary.** The faculty secretary shall be the secretary to the faculty senate and shall maintain minutes and assume other responsibilities set forth in FSH 1570.

## ARTICLE III--TERMS OF OFFICE.

**Section 1. Members.** The terms of office for members of the senate are as provided in the constitution of the university faculty [1520 V-4] and in accordance with these bylaws.

**Section 2. Officers.** The term of office for officers of the senate is one year in each role, beginning on September 1 or on the official opening date of the academic year, whichever is earlier. No member may serve as chair more than two consecutive one-year terms. At the end of their term as vice chair, the vice chair will automatically become the chair for the following year unless the senate votes to prohibit this transition as set forth in Article IV below or the

ATTACHMENT 2

#### UI FACULTY-STAFF HANDBOOK

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE Section 1580: Bylaws of Faculty Senate

vice chair rejects the chair position. At the end of their term as chair, the chair will automatically become the past chair for the following year.

**Section 3. Members Completing Unexpired Terms.** A member who has been elected or appointed to complete the unexpired term of another member and has served more than half of that term will be considered to have served one full term.[see FSH 1520 V-4 – Terms of Office.

#### ARTICLE IV--ELECTION OF OFFICERS.

Section 1. Nomination and Confirmation. Each spring, as soon as practicable following the appointment and election of new members of the senate, the president of the university or the president's designated representative calls and presides at a meeting of those who will be members during the ensuing year for the purpose of confirming or rejecting the vice chair transition to chair and nominating candidates for the offices of vice chair, and, if the vice chair is not confirmed to the chair position at this meeting or the vice chair rejects the chair position, the chair. Nominations and votes for confirmation are by secret ballot, and no other official business is transacted at this meeting. The vice chair will be confirmed to the chair position if a majority of all votes cast are in favor of confirmation.

**Section 2. Election.** At the subsequent meeting, to occur no longer than one week after the nominating and confirming meeting referred to in section 1, above, the president or the president's designated representative calls and presides at a second meeting of the same group for the purpose of electing the vice chair, and if the previous vice chair is not confirmed to or rejects the chair position, the chair for the ensuing term. No other official business is transacted at this meeting. The requirement that there be no less than one week between the two meetings may be suspended only by the unanimous consent of the members in attendance. The procedures for the election are as follows:

**Clause A. Additional Nominations.** Before balloting begins for each office, additional nominations may be made for that office.

Clause B. Procedure for Balloting. Elections for officers of the senate are by secret ballot, and a majority of all votes cast is necessary for election, a quorum being present [see V-3]. In the event that more than two candidates are nominated for either office and none receives a majority of the votes cast on the first ballot, balloting continues with the name of the candidate receiving the fewest votes being dropped from the ballot after each vote. In the event that there is no candidate with the fewest votes, balloting continues with all names included until such time as a candidate receives a majority of votes (in which case he or she is declared elected) or until a candidate receives the fewest votes (in which case his or her name is dropped from the ballot and the balloting continues).

#### ARTICLE V--MEETINGS.

**Section 1. Regular Meetings.** The senate determines the time and place for its regular meetings.

**Section 2. Special Meetings.** Special meetings of the senate may be called at any time by the chair. Such meetings must be called upon the request of the president of the university or the president's designated representative. Meetings may be convened by 35 percent of the voting membership with a three-day written notice to all members.

**Section 3. Quorum.** A quorum is half of the voting members of the senate, including half of the elected membership.

**Section 4. Agenda.** The chair is responsible for the agenda and causes it to be issued at least one day before each regular meeting. Notice of special meetings may be given orally, provided each member so notified is informed of the purpose of the special meeting.

Section 5. Order of Business. The usual order of business for regular meetings is: (a) approval of the minutes of the

ATTACHMENT 2

#### UI FACULTY-STAFF HANDBOOK

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE Section 1580: Bylaws of Faculty Senate

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previous meeting; (b) communications; (c) committee reports; (d) special orders; (e) unfinished business and general orders; and (f) new business.

**Section 6. Communications.** Communications that require action by the senate should be furnished in sufficient quantity to provide one copy for each member of the senate and five copies for the secretary.

**Section 7. Alternates.** Alternates participate in meetings of the senate only as permitted by the constitution of the university faculty [see 1520 V-7]. This rule does not preclude a member from having another person attend the meeting in his or her stead as an auditor.

**Section 8. Policy Actions.** Before each regular meeting of the senate, the agenda for that meeting is to be published on the Faculty Senate website. The website shall include the number, if any, and the title of each agenda item involving the formulation or substantive change of policy and also a link to the proposed redline document. Final action may not be taken on any such item unless it has been included in an agenda previously published on the website and distributed electronically to all senators (preferably the Friday before the meeting, but no later than 24 hours prior to the meeting, see Section 4 above); this requirement for prior notice may be suspended only in emergencies and with approval by a two-thirds vote of the senate members in attendance at a meeting, a quorum being present.

**Section 9. Motions.** Motions involving the formulation or change of policy should be in writing and handed to the secretary. The minutes are to show the names of the person making a motion and of the seconder.

**Section 10. Record of Attendance.** The minutes are to show the names of members attending and of those absent from meetings.

**Section 11. Voting.** Voting on motions is by raising a hand (if the meeting is in person) or electronic polling (if the meeting is online). Proxy votes are not allowed. (According to a standing rule of the senate, the chair does not ask how many members abstained from voting on a particular motion, and abstentions are not recorded in the minutes unless a member requests that his or her abstention be recorded.)

**Section 12. Open Meetings.** The university faculty's general regulations governing committee meetings, including meetings of the Faculty Senate, are contained in FSH 1620.

**Section 13. Publication of Minutes.** The complete text or a summary of the approved minutes of meetings of the senate is published on the Faculty Senate website and sent electronically to senate members at least one day before the meeting at which they will be ratified.

#### ARTICLE VI--STUDENT MEMBERS.

**Section 1. Qualifications.** The two undergraduate-student representatives must have completed at least 26 credits at UI before taking office and must be full-time students as defined in the catalog (regulation O-1). The graduate-student representative must be regularly enrolled in a program leading to an advanced degree.

**Section 2. Terms of Office.** Student members are elected for one-year terms and are eligible for reelection for a second term.

**Section 3. Election.** The election of the two undergraduate-student representatives to serve on the senate is entrusted to the ASUI Senate. The election of one graduate-student representative is entrusted to the Graduate and Professional Student Association. The election of one law-student representative is entrusted to the Student Bar Association

Section 4. Vacancies. Vacancies occurring in student positions are filled by the ASUI and GPSA as appropriate.

#### ARTICLE VII--EXECUTIVE COMMITTEE.

Section 1. Function. The function of the Executive Committee is to act for the senate on emergency matters when

#### ATTACHMENT 2

#### UI FACULTY-STAFF HANDBOOK

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE Section 1580: Bylaws of Faculty Senate

the senate will not be in regular session for a period of more than two weeks and a quorum cannot easily be

the senate will not be in regular session for a period of more than two weeks and a quorum cannot easily be convened. The Executive Committee reports to and is subject to the orders of the senate, and the senate retains the authority to review actions of the Executive Committee.

**Section 2. Structure and Quorum.** The Executive Committee is made up of such members of the senate as are present at a meeting called upon 36 hours' written or oral notice. Seven voting members of the senate constitute a quorum for meetings of the Executive Committee.

**Section 3. Officers.** The officers of the senate also serve as the officers of the Executive Committee. In the absence or incapacity of both the chair and the vice chair, the members of the Executive Committee attending the meeting designate a chair *pro tempore*.

**Section 4. Call of Meetings.** Meetings of the Executive Committee may be called on 36 hours' notice by the chair or vice chair or by the president of the university or the president's designee.

#### ARTICLE VIII--OTHER COMMITTEES.

**Section 1. Authority of the Faculty Senate.** Under the authority of the constitution of the university faculty, the senate has the responsibility to establish and maintain all university-wide and interdivisional standing and special committees, except those specifically reserved to the president. [See 1420 A-1-c and 1520 IV-11.]

**Section 2. General Regulations.** The general regulations governing committees, as adopted by the senate and the university faculty, are contained in 1620.

#### ARTICLE IX--RULES OF ORDER. [See 1520 VI.]

**ARTICLE X--AMENDMENTS.** These bylaws may be amended by a majority vote of the university faculty, as defined in the constitution of the university faculty [see 1520 II-1], in attendance at a regular meeting, a quorum being present. Amendments that conflict with any provision of the constitution of the university faculty or with regents' policies are without effect. Proposed amendments must have been published in full in the agenda at least one week before the meeting of the university faculty or presented in writing at a meeting previous to the one at which the vote is to be taken.

#### **Version History**

**Amended July 2019.** Changes were made to reflect the restructure of the Faculty Secretary position.

Amended July 2015. Faculty Senate members' Sterm was expanded allowing an additional term.

**Amended July 2013**. The Faculty Senate's membership was increased by one member to represent the Student Bar Association.

Amended July 2012. The election process for the graduate student representative on Senate was clarified.

**Amended July 2011.** The requirements for publishing senate meeting minutes were revised to reflect changes in publishing processes across the university.

Amended July 2010. Editorial changes.

Amended January 2010. The Faculty Council changed its name to Faculty Senate.

Amended July 2000. Editorial changes.

Amended July 1997. Editorial changes.

Adopted 1979.

#### **UNIVERSITY OF IDAHO**

#### **SUBJECT**

New Policy: FSH 3130 Disruptions of University Operations

#### REFERENCE

None

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.D.1.b.

### **BACKGROUND/DISCUSSION**

New policy FSH 3130 Disruptions of University Operations was developed jointly by the Faculty Affairs Committee, Staff Council, and the Faculty Staff Policy Group. It gives all employees the opportunity to make recommendations to their supervisors regarding temporary adjustments to their responsibilities during a disruption to University operations such as a natural disaster or public health emergency. It also gives employees the right to submit a description of the disruption's impact on their work, to be used in the evaluative process.

## **IMPACT**

This policy establishes a clear, consistent framework for responding to operational disruptions affecting employee work, reducing uncertainty during future crises. While it has minimal direct financial impact, it is expected to enhance organizational resilience and efficiency during large- or limited-scale emergencies.

#### **ATTACHMENTS**

Attachment 1 – FSH 3130 Disruptions of University Operations clean

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval of Constitution changes.

## **BOARD ACTION**

I move to approve the request by the	University of	Idaho to	approve	FSH	3130
Disruptions of University Operations.					

Moved by	Seconded by	Carried Yes	No
-	•		

# FSH 3130 Disruptions of University Operations

- **A. Purpose.** The purpose of this policy is to address impacts to employee work in the event of a disruption to University operations.
- **B. Scope.** This policy applies to all University employees.
- **C. Definition of Disruption.** For the purpose of this policy, a disruption is an unusual event that interrupts or interferes with the normal execution of any University operations at any of its locations and that is of sufficient duration or severity as to materially impact employee work.
  - **C-1. Large-scale disruptions.** Large-scale disruptions are significant enough to impact the work of all or most employees (e.g., natural disasters or public health emergencies) are addressed in Section E.
  - **C-2. Limited-scale disruptions.** Limited-scale disruptions are events that affect a small number of employees (e.g., fires, floods, or other disasters that may damage or destroy a building or a laboratory) and are addressed in Section F.
- D. Policy. This policy applies only to employees experiencing impacts to their work because of disruptions as defined herein. Employees whose work is impacted by personal circumstances should contact their supervisor for guidance. See FSH 3710. If Emergency Actions are taken in accordance with the provisions of FSH 6990 Contagious or Infectious Disease Emergency Response, the provisions of this policy shall also apply.

## E. Large-Scale Disruption Procedure

- **E-1. Determination of disruption.** Whether an event meets the section C definition of a "large-scale disruption" shall be determined in the sole discretion of the president. The determination may be initiated by the president or by an employee.
- **a. Initiated by president.** The president may determine whether an event rises to the level of a large-scale disruption and which employees are affected. The president shall communicate the decision and rationale to the affected employees and their supervisors.
- **b. Initiated by employee.** Employees may request a declaration of large-scale disruption using the following procedure:
  - 1. The request should address:
    - a. A description of the disruption and how it affects normal execution of University operations;

- b. Employees potentially impacted, if known to the initiator;
- c. Expected material impact to the work of employees; and
- d. Expected duration of the disruption, if known.
- 2. The request must be submitted to the employee's direct supervisor and shall be routed through the employee's supervisory chain. The administrator at each level may add additional information, insight, and context to aid the president in analyzing the request.
- 4. The president shall render a decision as soon as reasonably practicable as to whether the event rises to the level of a large-scale disruption and which employees are affected and shall communicate the decision and rationale to the requesting employee(s) and their supervisors.
- **c. Appeal.** The president's decision shall be considered an administrative decision within the meaning of FSH 3840, for faculty. Classified employees may appeal under FSH 3860 C Due Process Procedure.

## F. Limited-Scale Disruption Procedure

- **F-1. Determination of disruption.** Affected employees may request a determination of limited-scale disruption using the below procedure; however, in the interest of efficiency, a supervisor may make a request for a determination of disruption for a group of employees, as appropriate, rather than processing multiple individual requests.
- a. The request should address:
  - **1.** A description of the disruption and how it affects normal execution of University operations;
  - **2.** Employees potentially impacted, if known to the initiator;
  - 3. Expected material impact to the work of employees; and
  - **4.** Expected duration of the disruption, if known.
- **b.** The request must be submitted to the employee's direct supervisor and shall be routed through the employee's supervisory chain. The determination shall be made by the dean or designee (for faculty) or the employee's second-level manager (for staff).

**c. Appeal.** The dean's or second-level manager's decision shall be considered an administrative decision which can be appealed under FSH 3840, for faculty. Classified employees may appeal under FSH 3860 C Due Process Procedure.

## G. Temporary Adjustments to Employee Responsibilities

- **G-1.** In general. Following administrative determination of a disruption under either Section E or Section F above, the following procedure shall be used in determining temporary adjustments to employee responsibilities. In the interest of efficiency, a supervisor may make adjustments to the responsibilities of a group of employees, as appropriate.
- **a. Staff.** An affected staff member may make recommendations to their direct supervisor regarding their responsibilities during the disruption, such as changes in location, schedule, or mode of delivery, to maximize safety and best preserve the effectiveness of the employee's work. If a mutually agreeable arrangement cannot be found, the employee's second-level manager shall make the final decision.

### b. Faculty

#### 1. Teaching

An affected faculty member may make recommendations to their direct supervisor regarding their responsibilities during the disruption, such as changes in mode of delivery, method, location, class size, course load, or schedule, so as to maximize safety and best preserve teaching effectiveness. If a mutually agreeable arrangement cannot be found, the dean or designee shall make the final decision.

## 2. Scholarship and Creative Activity

An affected faculty member may make recommendations to their direct supervisor regarding their responsibilities during the disruption. It is recognized that a disruption can have long-term impact on a faculty's productivity. Faculty should work with their supervisor to develop a recovery plan to be incorporated into the articulation of goals in their annual evaluation. If a mutually agreeable arrangement cannot be found, the dean or designee shall make the final decision.

### 3. Outreach and Extension

An affected faculty member may make recommendations to their direct supervisor regarding their responsibilities during the disruption, such as changes in mode of delivery, method, location, or schedule, to maximize safety and best preserve the effectiveness of the

extension/outreach program. If a mutually agreeable arrangement cannot be found, the dean or designee shall make the final decision.

## 4. Service and Leadership

An affected faculty member may make recommendations to their direct supervisor regarding their responsibilities during the disruption so as to maximize safety and best preserve effectiveness of service and leadership. If a mutually agreeable arrangement cannot be found, the dean or designee shall make the final decision.

### H. Evaluation of Employee Performance

## H-1. Disruption impact statement in evaluation of faculty performance.

Following administrative determination of a disruption under either Section E or Section F above, faculty shall have the option of providing a disruption impact statement. The statement will constitute a part of any current or future performance evaluations, including annual performance evaluation, third-year review, tenure, and promotion, as applicable. The statement may describe how the disruption has affected the exercise of their official duties. Once submitted, the statement cannot be withdrawn. The Office of the Provost and Executive Vice President shall notify employees that they have the option of providing the statement and provide guidance regarding the statement. In the case of tenure and promotion, the statement addressed in this section is additional to the Candidate Statement described in FSH 3500 D-1.b.

- H-2. Disruption impact statement in evaluation of staff performance. Following administrative determination of a disruption under either Section E or Section F above, staff employees shall have the option of providing a disruption impact statement. The statement will constitute a part of any current or future performance evaluations, including annual performance evaluation as applicable. The statement may describe how the disruption has affected the exercise of their official duties. Once submitted, the statement cannot be withdrawn. Human Resources shall notify employees that they have the option of providing the statement and provide guidance regarding the statement.
- **I. Termination.** The president may terminate determinations of large-scale disruptions, and the deciding dean or second-level manager may terminate determinations of limited-scale disruptions, if deemed no longer necessary. Temporary adjustments to employee responsibilities enacted under section G of this policy will remain in effect only for so long as the determination of disruption remains in effect, or for 180 days, whichever is longer.

### **SUBJECT**

**Data Management Council Reappointments** 

#### REFERENCE

April 2023 The Board reappointed Grace Anderson, Lindsey

Brown, Chris Campbell, Todd King, Heather Luchte, Cathleen McHugh, and Scott Thomson to the Data Management Council. The Board appointed Shari

Ellertson to the Data Management Council.

June 2023 The Board appointed Nashea Noble to the Data

Management Council.

October 2023 The Board appointed William Goodman and Scott

Woolstenhulme to the Data Management Council.

June 2024 The Board reappointed William Goodman, Nashea

Noble, Ayaka Nukui, and Scott Woolstenhulme to the Data Management Council. The Board appointed Wesley McClintick and Salvador Vazquez to the Data

Management Council.

## APPLICABLE STATUTE, RULE, OR POLICY

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

#### **BACKGROUND/DISCUSSION**

The Data Management Council (Council) was established by the Board pursuant to Board policy I.O. to make recommendations to the Board on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and to oversee the creation, maintenance, and usage of said system. Section 33-133, Idaho Code, defines the state "data system" to include the state's elementary, secondary, and postsecondary longitudinal data. The SLDS consists of three areas of data and is referred to as EASI (the Education Analytics System of Idaho). EASI is a P-20W system consisting of P-12, postsecondary, and workforce data. The P-12 data is commonly referred to as the Idaho System for Educational Excellence (ISEE), the postsecondary data is referred to as the Postsecondary Measures of Academic Progress (PMAP), and the labor data (managed by the Department of Labor) is referred to as the Idaho Labor Market Information (ILMI).

There are 13 seats on the Council representing the following constituencies:

- a. Two representatives from the Office of the State Board of Education;
- Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution;
- c. One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented above:
- d. One representative from the State Department of Education;

- e. Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district:
- f. One representative from the Division of Career Technical Education;
- g. One representative from the Department of Labor;
- h. One at-large member.

Appointments are made for two-year terms and commence on July 1<sup>st</sup>. Incumbent candidates can be reappointed as long as they are eligible to serve based on the Council's current membership structure.

Seven members' terms end on June 30, 2025. All have agreed to remain on the Council. There are currently two vacancies – one Public Postsecondary Institution seat and the Department of Labor seat. Staff will solicit nominations for both.

## **IMPACT**

Reappointment of the seven current members will result in eleven seats on the Data Management Council being filled.

#### **ATTACHMENTS**

Attachment 1 – Current DMC Membership

Attachment 2 – McHugh DMC Reappointment

Attachment 3 – Campbell DMC Reappointment

Attachment 4 – Anderson DMC Reappointment

Attachment 5 – Brown DMC Reappointment

Attachment 6 – Thomson DMC Reappointment

Attachment 7 – Luchte DMC Reappointment

Attachment 8 – King DMC Reappointment

#### STAFF COMMENTS AND RECOMMENDATIONS

The Data Management Council considered the reappointments during a meeting in May. The Council voted to recommend all for reappointment.

Staff recommends approval.

#### **BOARD ACTION**

I	move	to	approve	the	reappointment	of	Cathleen	McHugh	to	the	Data
M	lanage	men	t Council	as an	Office of the S	State	Board of	Education	repr	esen	tative
C	ommen	cino	July 1, 2	025, a	and ending Jun	e 30	, 2027.				

Moved by	Seconded by	Carried Yes	No	_
----------	-------------	-------------	----	---

#### and

I move to approve the reappointment of Chris Campbell to the Data Management Council as an Office of the State Board of Education representative commencing July 1, 2025, and ending June 30, 2027.

Moved by	by Seconded by		_ No				
and							
• •	reappointment of Grace And stsecondary representative		_				
Moved by	Seconded by	Carried Yes	No				
and							
• • •	reappointment of Lindsey l rar representative commer		_				
Moved by	Seconded by	Carried Yes	_ No				
and							
	reappointment of Scott Tho hool district representative						
Moved by	Seconded by	Carried Yes	_ No				
and							
I move to approve the reappointment of Heather Luchte to the Data Management Council as the Division of Career Technical Education representative commencing July 1, 2025, and ending June 30, 2027.							
Moved by	Seconded by	Carried Yes	No				
And							
	e reappointment of Todd representative commencin						
Moved by	Seconded by	Carried Yes	No				

# Data Management Council Membership

May 2025

## Office of the Idaho State Board of Education

Dr. Cathleen McHugh (DMC Chair)

Chief Research Officer Idaho State Board of Education

Member since 2018 Term: July 1, 2023 – June 30, 2025 **Chris Campbell (DMC Vice-Chair)** 

Chief Technology Officer Idaho State Board of Education Member since 2015

Term: July 1, 2023 - June 30, 2025

## **Public Postsecondary Institutions**

#### At-Large Institutions

## Dr. Grace Anderson

Vice President for Institutional Research, Planning, and Effectiveness Lewis-Clark State College

Member since 2019

Term: July 1, 2023 - June 30, 2025

## Vacant

## Community College

#### **Nashea Noble**

Institutional Data Analyst, Planning & Effectiveness North Idaho College

Member since 2023

Term: July 1, 2024 - June 30, 2026

#### Public Postsecondary Institution Registrar

#### Dr. Lindsey Brown

University Registrar

University of Idaho Member since 2022

Term: July 1, 2023 - June 30, 2025

## **Idaho Department of Education**

#### Ayaka Nukui

Director of Assessment and Accountability Idaho Department of Education

Member since 2022

Term: July 1, 2024 - June 30, 2026

## K-12 School Districts

## **At-Large School District**

#### **Scott Woolstenhulme**

Superintendent of Schools Bonneville Joint School District 93 Member since 2023

Term: July 1, 2024 - June 30, 2026

#### **Rural District**

#### **Scott Thomson**

Executive Director

North Idaho STEM Charter Academy

Member since 2019

Term: July 1, 2023 - June 30, 2025

#### **Urban District**

#### William Goodman

Chief Technology Officer Boise School District

Member during 2015 and since 2023 Term: July 1, 2024 – June 30, 2026

## Division of Career Technical Education

#### **Heather Luchte (DMC Secretary)**

Chief Performance and Accountability Officer Idaho Division of Career Technical Education

Member since 2014

Term: July 1, 2023 - June 30, 2025

## Department of Labor

#### **Vacant**

Term: Upon approval by the State Board of Education – June 30, 2026

## **At-Large Representative**

## **Todd King**

Education Data Systems Reporting Manager Idaho State Board of Education Member since 2013

Term: July 1, 2023 - June 30, 2025

#### **ATTACHMENT 2**

From: <u>Cathleen McHugh</u>

To: <u>Cathleen McHugh</u>; <u>Doug Armstrong</u>

Cc: <u>Chris Campbell</u>

Subject: Intention to remain on DMC

Date: Tuesday, May 13, 2025 1:57:29 PM

Attachments: <u>image001.png</u>

#### Doug:

I would like to express my interest in being reappointed to the Data Management Council.

#### Cathleen

Dr. Cathleen McKugh

Chief Research Officer

cmchugh@edu.idaho.gov

Tel: (208) 332-1572



www.boardofed.idaho.gov

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## **ATTACHMENT 3**

From: Chris Campbell
To: Cathleen McHugh

Subject: RE: Intention to remain on DMC

Date: Wednesday, May 14, 2025 12:27:44 PM

Attachments: <u>image001.png</u>

Cathleen,

I would like to express my interest in being reappointed to the Data Management Council.

-Chris

#### **ATTACHMENT 4**

From: Grace L. Anderson
To: Cathleen McHugh

Subject: RE: Intention to remain on DMC

Date: Wednesday, May 14, 2025 3:11:31 PM

**Attachments:** image002.png image003.png

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Thank you, Cathleen.

Please accept this email as my interest in continuing to serve (i.e., be reappointed) on the DMC.

Thank you for your message.

Grace

Grace L. Anderson, Ph.D.
Vice President for Institutional Research, Planning & Effectiveness
Lewis-Clark State College
208-792-2456 / glanderson@lcsc.edu



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#### **ATTACHMENT 5**

From: Brown, Lindsey
To: Cathleen McHugh

Subject: RE: Intention to remain on DMC

Date: Tuesday, May 13, 2025 4:10:21 PM

Attachments: image002.png

image003.png image004.png

## Good afternoon Cathleen,

I would like to express my interest in being reappointed to the Data Management Council.

Thank you, Lindsey

## LINDSEY BROWN, Ph.D.

University Registrar

Office of the Registrar
Office: Pitman Center 119K
lindseybrown@uidaho.edu
uidaho.edu/registrar
Microsoft Teams Chat
208-885-5566
875 Perimeter Drive MS 4260 | Moscow ID 83844-4260





#### **ATTACHMENT 6**

From: Scott Thomson
To: Scott Thomson
Cathleen McHugh

Subject: Re: Intention to remain on DMC

Date: Wednesday, May 14, 2025 8:30:04 AM

Attachments: <u>image001.png</u>

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Cathleen,

I would like to express my interest in being reappointed to the DMC.

Thank you

Scott Thomson
Executive Director
STEM Charter Academy
A Free K-12 Public School of Choice

Be optimistic, It costs the same!

#### **ATTACHMENT 7**

From: <u>Heather Luchte</u>
To: <u>Cathleen McHugh</u>

Subject: RE: Intention to remain on DMC

Date: Wednesday, May 14, 2025 10:47:24 AM

**Attachments:** image002.png image003.png

I'm happy to continue for IDCTE.

Thanks, Heather

Heather Luchte Chief Performance and Accountability Officer 208.429.5512



We prepare Idaho's youth and adults for high-skill, in-demand careers.

## **ATTACHMENT 8**

From: Todd King

To: Cathleen McHugh

 Cc:
 Doug Armstrong; Chris Campbell

 Subject:
 RE: Intention to remain on DMC

 Date:
 Thursday, May 15, 2025 10:17:27 AM

Attachments: <u>image001.png</u>

This is my affirmation that I am willing to remain on (or be reappointed) as a member of the Data Management Council.

Cheers!

## **Todd King**

Education Data Systems Reporting Manager (208) 332-6937

TAB	DESCRIPTION	ACTION
1	FY2026 AGENCY/INSTITUTIONS OPERATING BUDGETS	Action Item
2	AGENCY HEADS COMPENSATION AND CHIEF EXECUTIVE OFFICERS CONTRACT TERMS	Action Item
3	IDAHO STATE UNIVERSITY – REIMBURSEMENT RESOLUTION LIFE SCIENCES BUILDING	Action Item
4	UNIVERSITY OF IDAHO – AUTHORIZATION FOR ADDITIONAL INTERIM FINANCING NOTE	Action Item
5	UNIVERSITY OF IDAHO – AUTHORIZATION FOR ISSUANCE OF SERIES 2025A BONDS: FINANCING FOR UNIVERSITY'S STUDENT HOUSING PROJECTS	Action Item
6	UNIVERSITY OF IDAHO – LONG RANGE CAMPUS DEVELOPMENT PLAN	Action Item
7	UNIVERSITY OF IDAHO – DISSOLUTION OF FOUR THREE EDUCATION	Action Item

#### **SUBJECT**

FY 2026 Appropriated Funds Operating Budgets

## APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.F.b.v.; V.B.3.b.ii., 4.b., 5.c, 6.b.

#### **BACKGROUND/DISCUSSION**

Pursuant to Board policy V.B., each institution and agency prepares an operating budget for appropriated funds, non-appropriated auxiliary enterprises, non-appropriated local services, and non-appropriated other funds.

For the appropriated funds operating budget, Board policy V.B.3.b.ii states as follows: "each institution or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director for review and formal approval before the beginning of the fiscal year." The appropriated operating budgets have been developed based on appropriations enacted during the 2025 legislative session.

For the college and universities' non-appropriated operating budgets, Board policy V.B. requires reports of revenues and expenditures to be submitted to the State Board of Education at the request of the Board. Currently, these operating budgets are available on each institution's website and are available upon request.

Operating budgets are presented in two formats: budgets for agencies, health education programs, and special programs contain a <u>summary</u> (displayed by program, by source of revenue, and by expenditure classification) and a <u>budget overview</u> that briefly describes the program and changes from the previous fiscal year. All sources of revenues are included (i.e., General Fund, federal funds, miscellaneous revenue, and any other fund source).

For the college and universities, postsecondary career technical education, and agricultural research and extension, supplemental information is provided including personnel costs summarized by type of position. The four-year institution reports contain information about appropriated funds, which only includes state General Fund, endowment funds, and appropriated student fees.

#### **IMPACT**

Approval of the operating budgets establishes agency and institutional fiscal spending plans for FY 2026 and allows the agencies and institutions to continue operations from FY 2025 into FY 2026.

#### **ATTACHMENTS**

Attachment 1 – Charts - FY 2026 General Funds by Program

Attachment 2 – Office of the State Board of Education Operating Budget

Attachment 3 – Idaho Public Television Operating Budget

Attachment 4 – Division of Vocational Rehabilitation Operating Budget

Attachment 5 – Public Charter Commission Operating Budget

Attachment 6 – College and Universities FY 2026 Budget by Function

Attachment 7 – College and Universities Summary of Appropriated Budget

Attachment 8 – Boise State University FY 2026 Budget Overview

Attachment 9 – Boise State University Appropriated Budget

Attachment 10 – Boise State University Salary Changes

Attachment 11 – Idaho State University FY 2026 Budget Overview

Attachment 12 – Idaho State University Appropriated Budget

Attachment 13 - Idaho State University Salary Changes

Attachment 14 – University of Idaho FY 2026 Budget Overview

Attachment 15 – University of Idaho Appropriated Budget

Attachment 16 – University of Idaho Salary Changes

Attachment 17 – Lewis-Clark State College FY 2026 Budget Overview

Attachment 18 – Lewis-Clark State College Appropriated Budget

Attachment 19 – Lewis-Clark State College Salary Changes

Attachment 20 – Charts - FY 2026 Budgeted Positions by Type

Attachment 21 - College and Universities Personnel Costs

Attachment 22 – Career Technical Education FY 2026 Budget Overview

Attachment 23 – Career Technical Education Appropriated Budget

Attachment 24 – Agricultural Research & Extension FY 2026 Budget Overview

Attachment 25 – Agricultural Research & Extension Appropriated Budget

Attachment 26 – Agricultural Research & Extension Personnel Costs

Attachment 27 – Health Education Programs Operating Budget

Attachment 28 – Special Programs Operating Budget

Attachment 29 - FY 2026 PBFAC Recommended Alteration and Repair Projects

## STAFF COMMENTS AND RECOMMENDATIONS

Operating budgets for FY 2026 were developed according to legislative appropriations and Board guidelines as applicable. For institutions and agencies, the appropriation includes merit-based raises ranging from \$1.05 to \$1.55 per hour for all eligible employees (agency directors and institution presidents had discretion to allocate increases based on employee performance), changes in health benefits and statewide cost allocation. Representatives from the institutions will be available to answer specific questions.

Attachment 20 presents a system-wide summation of personnel costs by institution and by classification and also includes the number of new positions added at each institution. Board policy requires prior Board approval for the following positions:

 Salaries for new appointments to dean, associate/assistant dean, vice president and equivalent positions above the College and University

Professional Association for Human Resources (CUPA-HR) median rate for such positions. (II.F.2.b.)

- Any position at a level of vice president (or equivalent) and above, regardless of funding source. (II.B.3.a.)
- The initial appointment of an employee to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary. (II.B.3.b.)
- The employment agreement of any head coach or athletic director (at the institutions only) longer than three years, or for a total annual compensation amount of \$200,000 or higher, and all amendments thereto. (II.B.3.c.)
- Non-classified employee contracts (other than for athletic directors or coaches) over one year. (II.F.1.b.v.)

All other hiring authority has been expressly delegated to the presidents. Therefore, Board review of the operating budgets is the best opportunity for the Board to see the number of new positions added year-over-year.

For informational purposes only, the list of FY 2026 maintenance (Alteration and Repair) projects recommended by the Permanent Building Fund Advisory Council is included in Attachment 29.

This information was reviewed by the BAHR Committee on June 4, 2025.

Staff recommends approval.

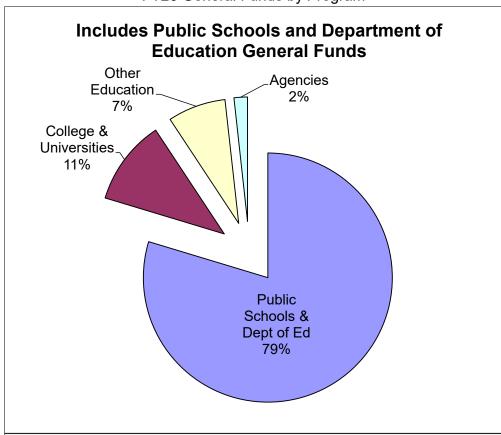
#### **BOARD ACTION**

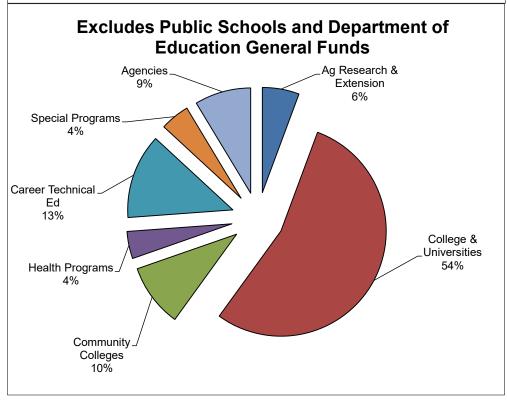
I move to approve the FY 2026 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, Public Charter Schools Commission, College and Universities, Career Technical Education, Agricultural Research and Extension Service, Health Education Programs, and Special Programs, as presented in Attachments 2-28.

Moved by	Seconded by	Carried Yes	No
•	•	•	

## State Board of Education

FY26 General Funds by Program





#### OFFICE OF THE STATE BOARD OF EDUCATION

FY 2026 Operating Budget

1		FY 2025 BUDGET	FY 2026 BUDGET	PERCENT of CHANGE
2	By Cost Center:			
3				
4	Administration	45,369,400	45,597,700	0.50%
5	IT and Data Management	8,930,000	9,390,500	5.16%
6	School Safety and Security	1,338,600	1,466,600	9.56%
7		30,548,700	30,932,300	1.26%
8	Systemwide Needs	2,423,500	3,442,800	42.06%
9	Total Programs	88,610,200	90,829,900	2.51%
	Pur Franchi Courses			
	By Fund Source:	27 000 700	20 004 000	0.750/
11		37,809,700	38,094,900	0.75%
12	9g	7,641,000	8,101,500	6.03%
13		710,400	744,900	4.86%
14		25,019,800	26,401,600	5.52% 0.65%
15		507,200	510,500	0.00%
16		260,500	260,500	0.00%
17		4,528,900	4,530,700	
18		285,500	288,400	1.02%
19		1,274,000	1,274,000	0.00%
20		6,645,200	6,579,100	-0.99%
21	3	15,000	15,000	0.00%
22	J. J.	367,700	461,200	25.43%
23	<b>,</b> -	1,000,000	0	-100.00%
24	,	2,423,500	3,442,800	42.06%
25		121,800 <b>88,610,200</b>	124,800	2.46%
26	Total Funds =	00,010,200	90,829,900	2.51%
27	By Expenditure Classification:			
28		10,704,700	11,377,800	6.29%
29	0 " = "	6,428,600	8,481,200	31.93%
30		6,173,000	6,224,000	0.83%
31	T	65,303,900	64,746,900	-0.85%
32		05,505,900	04,740,900	-0.83 // N/A
33	<del>_</del>	88,610,200	90,829,900	2.51%
	=	, , , , , , ,		
34	Full Time Positions	88.10	89.10	1.14%

#### 35 Budget Overview

<sup>36</sup> The Office of the State Board of Education (OSBE) received a Change in Employee Compensation

<sup>37 (</sup>CEC) for all employees at \$1.55 per employee based on merit. There was an increase in health

benefits of \$1,130 to \$14,130 annaully. The appropriation for Covid related funds were eliminated in FY 2026 for Cares Act and ARP ESSER programs. IT and Data Management received \$144,200 and 1 FTE

for a Database Engineer, \$35,000 for Cybersecurity Testing, and \$40,000 for computer replacements.

 $<sup>^{40}\,</sup>$  School Safety and Security received \$10,000 ongoing general funds for the See Tell Now contract

<sup>41</sup> support, \$12,500 in dedicated funds for Sell Tell Now marketing, and \$99,000 for replacement vehicles. 42 The Rural Educator Incentive program increased by \$1,375,000 to Scholarships and Grants for a total of

<sup>\$4,125,000,</sup> while the Postsecondary Credit scholarship program was eliminated at \$1,000,000. The

Systemwide Needs increased \$1,000,000 for the Idaho Water Resources Research Institute.

## **ATTACHMENT 3**

#### IDAHO PUBLIC TELEVISION FY 2026 Operating Budget

			FY 2025 BUDGET	FY 2026 BUDGET	PERCENT of CHANGE
1	By Program:	1			
2	Delivery System and Administration:				
3	Technical Services		2,825,700	2,769,000	(2.01%)
4	Administration	(3)	1,786,000	1,899,800	6.37%
5	Educational Content:	` ,			
6	Programming Acquisitions		1,843,100	1,791,500	(2.80%)
7	IdahoPTV Productions		1,903,900	1,832,900	(3.73%)
8	Special Productions/Projects		1,120,000	800,000	(28.57%)
9	Communications		819,400	789,700	(3.62%)
10	Education/Community Services		688,800	665,700	(3.35%)
11	Development		1,491,700	1,444,600	(3.16%)
12	Total Programs	•	12,478,600	11,993,200	(3.89%)
13		;			
14	By Fund Source:				
15	General Fund - PC /OE / Capital Lease		3,016,600	3,426,600	13.59%
16	Millennium Funds		1,000,000	1,005,100	0.51%
17	Federal Funds	(4)	700,000	0	(100.00%)
18	Local Funds	(1)	7,642,000	7,561,500	(1.05%)
19	Special Productions/Projects	(7)	120,000	0	(100.00%)
20	Total Funds	•	12,478,600	11,993,200	(3.89%)
21					<del></del>
22	By Expenditure Classification:				
23	Personnel Costs		6,433,100	6,626,200	3.00%
24	Operating Expenditures:				
25	Communication & Programming	(5)	2,178,600	1,812,800	(16.79%)
26	Employee Development & Travel		306,100	309,200	1.01%
27	Professional, Admin & Other Services	(6)	1,128,000	778,000	(31.03%)
28	Supplies, R&M Services		813,600	829,900	2.00%
29	Utilities and Gas		181,400	185,700	2.37%
30	Leases and Rentals		507,200	523,500	3.21%
31	Miscellaneous		238,300	243,600	2.22%
32	Total Operating Expenditures		5,353,200	4,682,700	(12.53%)
33	Capital Outlay		692,300	684,300	(1.16%)
34	Total Expenditures		12,478,600	11,993,200	(3.89%)
35		•			
36	FTP Count	(2)	73.48	73.48	0.00%

#### 37 Notes:

- 38 FY 2025 General Fund budget per HB 458 & SB 1399; Local funds continuously appropriated per HB 458; Millenniui
- 39 fund appropriation per HB 715; Federal fund appropriated per SB 1399
- 40 FY2026, General Fund budget per HB250 & 391 appropriated \$342,400 from the General Fund to Idaho Public
- 41 Television for capital outlay.
- 42 (1) HB 250 provided for the continuous appropriation of local funds. This is our targeted amount for SFY 2026.
- 43 (2) HB 250 also provided IdahoPTV with the ability to add additional personnel based on the availability of local fund
- 44 with the authorization from the Idaho Division of Human Resources and the Division of Financial Management.
- 45 (3) HB 250 provided IdahoPTV Millenium Fund Personnel Cost Appropriation totalling \$205,100
- 46 (4) IPTV did not receive onetime federal spending authority for \$700,000 in FY2025 the Department of Homeland Se
- 47 Next Generation Warning System Grant.
- 48 (5) Removed Local Production costs related to the Know Vape FY 2025 media campaign totaling \$365,800
- 49 (6) Removed Advertising Costs related to the Know Vape FY 2025 media campaign totaling \$350,000
- 50 (7) Removed \$120,000 for the America 250 production of a Kid's History Series and Idaho Special Places document

## **DIVISION OF VOCATIONAL REHABILITATION**

## **FY 2026 Operating Budget**

1			FY 2025 BUDGET	FY 2026 BUDGET	PERCENT of CHANGE
	rogram:				
3	Vocational Rehabilitation		26,412,800	26,357,100	-0.21%
4	Comm. Supp. Employ. Work Svcs. (EES)		0	0	0,
5	Council for the Deaf & Hard of Hearing (CDF	HH)	567,600	623,600	9.87%
6					
7	Total Programs		26,980,400	26,980,700	0.00%
o By E	und Source:				
•	General Fund		5,272,700	5,452,600	3.41%
9	Federal Funds		19,568,100	20,108,800	2.76%
10 11	Miscellaneous Revenue		983,500	258,100	-73.76%
12	Dedicated Funds		1,156,100	1,161,200	0.44%
13	Total Funds		26,980,400	26,980,700	0.00%
13	rotal rands		20,000,400	20,300,700	0.0070
14 <b>By E</b>	xpenditure Classification:				
15	Personnel Costs	[1]	12,959,300	13,713,300	5.82%
16	Operating Expenditures				
17	Communications		260,000	260,000	0.00%
18	Employee Dev./Memberships		50,000	50,000	0.00%
19	Professional & General Services	[2]	1,152,300	1,185,000	2.84%
20	Travel		220,000	220,000	0.00%
21	Supplies & Insurance		150,000	150,000	0.00%
22	Rents		480,000	480,000	0.00%
23	Other		285,000	285,000	0.00%
24	Total Operating Expenditures		2,597,300	2,630,000	1.26%
25	Capital Outlay		506,700	404,600	-20.15%
26	Trustee/Benefit Payments	[3]	10,917,100	10,232,800	-6.27%
27	Total Expenditures		26,980,400	26,980,700	0.00%
	28 Full Time Positions Budget Overview		148.00	148.00	0.00%

<sup>&</sup>lt;sup>29</sup> FY25 funded with HB 458 & HB 700, FY26 funded with HB 341 & HB 460

<sup>30 [1]</sup> Implementation of CEC; does not include estimated reversion of unapplied CEC.

<sup>31 [2]</sup> Net change between decreased appropriation with IDVR and increase with CDHH

<sup>[3]</sup> Reduction of spending authority in Fund 34900 Misc Revenue

# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025 ATTACHMENT 5

## PUBLIC CHARTER COMMISSION FY 2026 Operating Budget

	FY 2025 BUDGET	FY 2026 BUDGET	PERCENT of CHANGE
1 By Program:			
2 Charter School Commission	724,900	742,400	2.41%
3 Total Programs	724,900	742,400	2.41%
4			
5 By Fund Source:			
6 General Fund	193,000	199,900	3.58%
7 Authorizer Fees	531,900	542,500	1.99%
8 Total Funds	724,900	742,400	2.41%
9			
10 By Expenditure Classification:			
11 Personnel Costs	566,200	591,400	4.45%
12 Operating Expenditures:	158,700	151,000	-4.85%
13 Capital Outlay	-	-	
14 Total Expenditures	724,900	742,400	2.41%
15			
16 FTP Count	5.00	5.00	0.00%
17			

## 18 **Notes:**

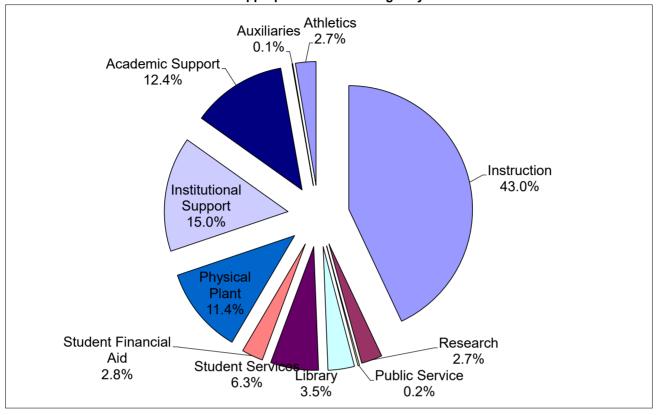
<sup>19</sup> The Charter Commission received a Change in Employee Compensation (CEC) for all employees at

<sup>20 \$1.55</sup> per employee based on merit. There was an increase in health benefits of \$1,130 to \$14,130

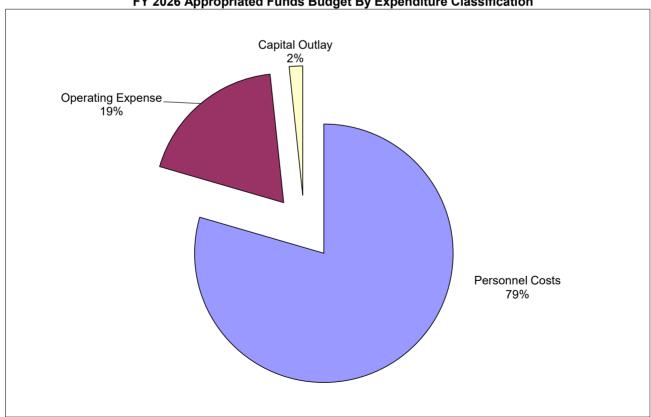
<sup>21</sup> annaully. There were no line item enhancements.

**COLLEGE & UNIVERSITIES** 

## FY 2026 Appropriated Funds Budget By Function



FY 2026 Appropriated Funds Budget By Expenditure Classification



## **COLLEGE & UNIVERSITIES SUMMARY**

**ATTACHMENT 7** 

Budget Distribution by Activity and Expense Class July 1, 2025 - June 30, 2026

Amount   Source   S			FY2025 Origina	al Budget	FY2026 Original Budget		Changes from	
1 State General Account- one time			Amount	% of Total	Amount	% of Total	Amount	% Chge
2 State General Account - one time								
3 HESF- one time		0 0						
4 State Endowments					, , , ,		, , ,	
6 COVID Funds         0         0.00%         336,470.007         46,70%         16,183,170         5.00%           7 Total Operating Revenues         \$702,988,737         100.00%         \$736,213,584         100.00%         \$33,224,847         4.73%           Expenses           By Function:         8         Instruction         \$309,152,867         43,57%         \$318,650,306         42,98%         \$9,497,439         3.07%           9 Research         19,324,145         2,72%         \$20,331,221         2,74%         10,007,076         5,21%           10 Public Service         1,804,861         0,25%         1,480,975         0,20%         (323,886)         17,95%           11 Library         25,249,673         3,56%         25,591,027         3,45%         341,341         1,75%           12 Student Services         44,713,150         6,30%         46,567,838         6,28%         1,894,688         4,15%           13 Student Financial Aid         17,288,659         24,44%         20,098,721         2,27%         3,97,062         19,64%           14 Physical Plant         7,9761,749         11,24%         84,219,087         11,36%         44,57,338         5,59%           15 Institutional Support         167,002,242,25								
6 Student Tuitlon and Fees 702,988,737 45,56% 336,470,007 45,70% 16,183,170 5,05% 7 Total Operating Revenues \$702,988,737 100,00% \$736,213,584 100,00% \$33,224,847 473% \$750,00% \$736,213,584 100,00% \$33,224,847 473% \$750,00% \$736,213,584 \$750,00% \$736,213,584 \$750,00% \$736,213,584 \$750,00% \$736,213,584 \$750,00% \$736,213,584 \$750,00% \$736,213,584 \$750,00% \$736,213,584 \$750,00% \$736,213,584 \$750,00% \$736,213,584 \$750,00% \$736,213,584 \$750,00% \$750,234,212 \$748 \$740,007,076 \$750,213,214 \$748,009,570 \$750,20% \$736,238,869 \$179,59% \$11 Library \$25,249,673 \$3.56% \$25,591,027 \$3.45% \$341,354 \$1.35% \$12 Student Services 44,713,150 \$6.30% \$46,567,838 \$6.26% \$1845,688 \$4.15% \$12 Student Financial Aid \$17,288,659 \$2.44% \$20,685,721 \$2.79% \$3.897,002 \$19,64% \$41 Physical Plant \$79,761,749 \$11,24% \$42,19,087 \$11.35% \$45,7338 \$5.59% \$15 institutional Support \$105,424,295 \$14,80% \$111,491,711 \$15,04% \$6.067,416 \$768,109 \$16 Academic Support \$87,070,294 \$12,27% \$91,807,390 \$12,39% \$47,3096 \$5.44% \$18 Althetics \$19,051,335 \$269% \$19,187,077 \$2.67% \$765,242 \$4.02% \$18 Althetics \$19,051,335 \$269% \$19,187,077 \$2.67% \$765,242 \$4.02% \$18 Althetics \$19,051,335 \$2.69% \$19,187,077 \$2.67% \$765,242 \$4.02% \$18 Althetics \$19,051,335 \$2.69% \$19,187,077 \$2.67% \$765,242 \$4.02% \$18 Althetics \$10,051,335 \$2.69% \$19,187,077 \$2.67% \$765,242 \$4.02% \$18 Althetics \$10,051,335 \$2.69% \$19,187,077 \$2.67% \$765,242 \$4.02% \$18 Althetics \$10,051,335 \$2.69% \$19,187,077 \$2.69% \$1,037,006 \$3.18,03,446 \$4.48% \$10,051,335 \$2.69% \$19,187,077 \$2.69% \$1,051,335 \$2.69% \$1								
Total Operating Revenues								
By Function:         Sale Instruction         \$309,152,867         43,57%         \$318,650,306         42,98%         \$9,497,439         3,07%           9 Research         19,324,145         2,72%         20,331,221         2,74%         1,007,076         5,21%           10 Public Service         1,804,861         0,25%         1,480,975         0,20%         (323,886)         1,75%           11 Library         25,249,673         3,56%         25,591,027         3,45%         341,354         1,15%           12 Student Evincial         44,713,150         6,30%         46,567,838         6,28%         1,846,868         4,175           13 Student Financial Aid         17,298,659         2,44%         20,695,721         2,79%         3,397,062         19,64%           14 Physical Plant         79,761,749         11,24%         84,219,087         11,38%         4,457,338         5,76%           15 Academic Support         105,424,295         14,86%         111,491,711         15,046         6,067,416         5,76%           18 Athletics         19,051,835         100,00%         \$741,333,083         100,00%         \$31,803,446         4,48%           20 By Expense Class:         19         1,416,000         \$72,16%         \$198,832								
Binstruction   \$309,152,867   43,57%   \$318,650,306   42,98%   \$9,497,439   \$3,07%   \$9   Research   19,324,145   2.72%   20,331,221   2.74%   1,007,076   5.21%   1,007,076   1,007	Expe	enses						
Public Service	-							
10   Public Service	8	Instruction	\$309,152,867		\$318,650,306	42.98%	\$9,497,439	
Library			19,324,145				1,007,076	
Student Services							, ,	
Student Financial Aid   17.298,659   2.44%   20.695,721   2.79%   3.397,062   19.64%   44 Physical Plant   79.761,749   11.24%   84.219.087   11.36%   4.457,338   5.59%   15   Institutional Support   105.424,295   14.86%   111.491,711   15.04%   6.067,416   5.76%   16. Academic Support   87.070,294   12.27%   91.807,390   12.38%   4.737,096   5.44%   17.4081   18. Academic Support   87.070,294   12.27%   91.807,390   12.38%   4.737,096   5.44%   19.051,835   2.69%   19.817,077   2.67%   765,242   4.02%   19.1081   19.051,835   2.69%   19.817,077   2.67%   765,242   4.02%   19.1081   19.051,835   2.69%   19.817,077   2.67%   765,242   4.02%   19.1081   19.051,835   19.00%   \$31,803,446   4.48%   19.051,835   19.00%   \$31,803,446   4.48%   19.051,835   19.051,835   19.00%   \$31,803,446   4.48%   19.051,835   19.051,835   19.00%   \$31,803,446   4.48%   19.051,835   19.051,835   19.00%   19.00%   \$31,803,446   4.48%   19.051,835   19.051,835   19.051,835   19.00%		•					· ·	
Physical Plant   79,761,749   11,24%   84,219,087   11,36%   4,457,338   5,59%   15   Institutional Support   106,424,295   14,86%   111,491,711   15,46%   6,067,416   5,76%   16   Academic Support   87,070,294   12,27%   91,807,390   12,38%   4,737,096   5,44%   17   Auxiliaries   678,109   0.10%   680,729   0.09%   2,620   0.39%   18,8170,77   2,67%   765,242   4,02%   19,817,077   2,67%   765,242   4,02%   19,817,077   2,67%   765,244   4,02%   19,817,077   2,67%   765,244   4,02%   19,817,077   2,67%   19,817,077   2,67%   100,00%   \$31,803,446   4,48%   19,817,078   19,817,078   100,00%   \$31,803,446   4,48%   100,00%   1								
15   Institutional Support   105,424 295   14,86%   111,491,711   15,04%   6,067,416   5,76%   16   Academic Support   87,070.294   12,27%   91,807,390   12,38%   4,737.096   5,4%   17   Auxillaries   678,109   0.10%   680,729   0.09%   2,620   0.39%   18   Athletics   19,051,835   2,69%   19,817,077   2,67%   765,242   4.02%   19,704   19,704   19,704   19,707   2,67%   10,000%   10,000%   10,000%   10,000%   10,000%   10,000%   10,000%   31,803,446   4,48%   10,000%								
16 Academic Support         87,070.294         12.27%         91,807,390         12.38%         4,737,096         5.44%           17 Auxiliaries         678,199         0.10%         680,729         0.09%         2.620         0.39%           18 Athletics         19.051,835         2.69%         19,817,077         2.67%         765,242         4.02%           19 Total Bdgt by Function         \$709,529,637         100.00%         \$741,333,083         100.00%         \$31,803,446         4.48%           20 By Expense Class:         2         2         2         8         2         2         4.48%           20 Expense Class:         2         2         2         2         2         2         4.48%           20 Expense Class:         2         2         2         2         2         2         4.48%           20 Expense Class:         2         2         2         2         2         3.03%         4.55,871         2.03%           21 Feaculty Cardinal C		•						
17   Auxillaries   678,109   0.10%   680,729   0.09%   2.620   0.39%   18   Athletics   19,051,835   2.69%   19,817,077   2.67%   765,242   4.02%   19   Total Bdgt by Function   \$709,529,637   100.00%   \$741,333,083   100.00%   \$31,803,446   4.48%   \$48%   \$20   By Expense Class:     22   Baries:     22   Salaries:     23   Faculty   \$192,694,106   27.16%   \$198,632,950   26.79%   \$5,938,844   3.08%   24   Executive/Admin   22,478,180   3.17%   22,934,061   3.09%   455,871   2.03%   455,871   2.03%   455,871   2.03%   455,871   2.03%   455,871   2.03%   455,871   2.03%   455,871   2.03%   455,871   2.03%   455,871   2.03%   455,873   27.41%   54,880,615   7.40%   2,323,243   4.42%   27   Grad Assist   14,180,981   2.00%   41,803,454   2.00%   642,473   4.54%   28   Irregular Help   8,300,189   1.17%   8,208,180   1.11%   (92,009)   -1.11%   29   Total Salaries   \$417,614,119   \$58,86%   \$437,857,530   59,06%   \$20,243,411   4.85%   30   Personnel Benefits   345,028,383   20.44%   151,516,977   20.44%   6.488,594   4.47%								
Managerial/Prof   127,423,311   17,96%   138,381,303   100,00%   31,803,446   4,48%		• •						
19 Total Bdgt by Function			·		·		•	
20 By Expense Class: 21 Personnel Costs: 22 Salaries: 23 Faculty \$192,694,106 27.16% \$198,632,950 26.79% \$5,938,844 3.08% 24 Executive/Admin 22,478,180 3.17% 22,934,051 3.09% 455,871 2.03% 26 Classified 52,557,372 7.41% 54,880,615 7.40% 2,323,243 4.42% 27 Grad Assist 14,160,981 2.00% 14,803,454 2.00% 642,473 4.54% 28 Irregular Help 8.300,169 1.17% 8.208,160 1.11% (92,009) -1.11% 29 Total Salaries \$417,614,119 58,86% \$437,857,530 59,06% \$20,243,411 4.85% 30 Personnel Benefits 145,023,833 20,44% 151,516,977 29.04% 6,488,594 4.47% 31 Total Pers Costs \$562,642,502 79.30% \$589,374,507 79.50% \$26,732,005 4.75% 32 Operating Expense: 33 Travel 2,492,407 0.35% 2.518,700 0.34% 26,293 1.05% 34 Utilities 19,570,937 2.76% 21,685,758 2.93% 21,114,821 10,81% 35 Insurance 5,286,895 0.75% 5,632,095 0.76% 345,400 6.53% 36 Other Oper. Exp 107,110,223 15,10% 10,96,44,375 14,79% 2.534,152 2.37% 37 Total Oper. Exp \$134,460,262 18,95% \$139,480,928 18,81% \$5,020,666 3.73% 38 Capital Outlay: 39 Depart Equipment 1,592,947 0.22% 1,597,238 0.22% 4,291 0.27% 40 Library Acquisitions 10,833,9266 1.53% 10,803,84 1.47% 46,458 0.43% 41 Total Cap Outlay \$12,426,873 1.75% \$12,477,622 1.68% \$50,7049 0.41% 42 Tot Bdgt by Exp Class \$709,529,637 100.00% \$741,333,057 100.00% \$31,803,420 4.48% 45 One-time Other \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	10	Americs	19,051,635	2.09%	19,617,077	2.07%	765,242	4.02%
Personnel Costs:  22 Salaries:  23 Faculty \$192,694,106 27.16% \$198,632,950 26.79% \$5,938,844 3.08% 24 Executive/Admin 22,478,180 3.17% 22,934,051 3.09% 455,871 2.03% 25 Managerial/Prof 127,423,311 17,96% 138,398,300 18.67% 10,974,989 8.61% 26 Classified 52,557,372 7.41% 54,880,615 7.40% 2,323,243 4.42% 27 Grad Assist 14,160,981 2.00% 14,803,454 2.00% 642,473 4.54% 28 Irregular Help 8,300,169 1.17% 8,208,160 1.11% (92,009) 1.11% 29 Total Salaries \$417,614,119 58.86% \$437,857,530 59.06% \$20,243,411 4.85% 30 Personnel Benefits 145,028,383 20,44% 151,516,977 20,44% 6,488,594 4.47% 31 Total Pers Costs \$562,642,502 79,30% \$589,374,507 79,50% \$26,732,005 4.75% 31 Travel 2,492,407 0.35% 2,518,700 0.34% 26,293 1.05% 34 Utilities 19,570,937 2.76% 21,685,758 2.93% 2,114,821 10,81% 35 Insurance 5,286,695 0.75% 5,632,095 0.76% 345,400 6.53% 36 Other Oper. Exp 107,110,223 15,10% 109,644,375 14,79% 2,534,152 2.37% 37 Total Oper. Exp \$134,460,262 18,95% \$139,480,928 18,81% \$5,020,666 3.73% 38 Capital Outlay: \$1,592,947 0.22% 1,597,238 0.22% 4,291 0.27% 40 Library Acquisitions 10,833,926 1.53% 10,880,384 1.47% 46,458 0.43% 41 Total Cap Outlay \$12,426,873 1.75% \$12,477,622 1.68% \$50,749 0.41% 42 Tot Bdgt by Exp Class \$709,529,637 100.00% \$741,333,057 100.00% \$31,803,420 4.48% 46 Activity Total \$709,529,637 \$0.00% \$741,333,057 \$10.00% \$31,803,420 4.48% 47 TOTAL FTE POSITIONS 4,897.19 4,926,42 29.23 0.60%	19 1	Total Bdgt by Function	\$709,529,637	100.00%	\$741,333,083	100.00%	\$31,803,446	4.48%
Personnel Costs:  22 Salaries:  23 Faculty \$192,694,106 27.16% \$198,632,950 26.79% \$5,938,844 3.08% 24 Executive/Admin 22,478,180 3.17% 22,934,051 3.09% 455,871 2.03% 25 Managerial/Prof 127,423,311 17,96% 138,398,001 8.67% 10,974,989 8.61% 26 Classified 52,557,372 7.41% 54,880,615 7.40% 2,323,243 4.42% 27 Grad Assist 14,160,981 2.00% 14,803,454 2.00% 642,473 4.54% 28 Irregular Help 8,300,169 1.17% 8,208,160 1.11% (92,009) 1.11% 29 Total Salaries \$417,614,119 58.86% \$437,857,530 59.06% \$20,243,411 4.85% 30 Personnel Benefits 145,028,383 20,44% 151,516,977 20,44% 6,488,594 4.47% 31 Total Pers Costs \$562,642,502 79,30% \$589,374,507 79,50% \$26,732,005 4.75% 31 Travel 2,492,407 0.35% 2,518,700 0.34% 26,293 1.05% 34 Utilities 19,570,937 2.76% 21,685,758 2.93% 2,114,821 10,81% 35 Insurance 5,286,695 0.75% 5,632,093 2,144,821 10,81% 36 Other Oper, Exp 107,110,223 15,10% 109,644,375 14,79% 2,534,152 2.37% 37 Total Oper, Exp \$134,460,262 18,95% \$139,480,928 18,81% \$5,020,666 3.73% 38 Capital Outlay: \$1,592,947 0.22% 1,597,238 0.22% 4,291 0.27% 40 Library Acquisitions 10,833,926 1.53% 10,880,384 1.47% 46,458 0.43% 41 Total Cap Outlay \$12,426,873 1.75% \$12,477,622 1.68% \$50,749 0.41% 42 Tot Bdgt by Exp Class \$709,529,637 100.00% \$741,333,057 100.00% \$31,803,420 4.48% 47 TOTAL FTE POSITIONS 4,897.19 4,926,42 29.23 0.60% 47 TOTAL FTE POSITIONS 4,897.19 4,926,42 29.23 0.60%								
Salaries:   Sala								
23         Faculty         \$192,694,106         27.16%         \$198,632,950         26.79%         \$5,938,844         3.08%           24         Executive/Admin         22.478,180         3.17%         22,934,051         3.09%         455,871         2.03%           25         Managerial/Prof         127,423,311         17.96%         138,398,300         18.67%         10,974,989         8.61%           26         Classified         52,557,372         7.41%         54,880,615         7.40%         2,323,243         4.22%           27         Grad Assist         14,160,981         2.00%         14,803,454         2.00%         642,473         4.54%           28         Irregular Help         8,300,169         1.17%         8,208,160         1.11%         (92,009)         -1.11%           29         Total Salaries         \$417,614,119         58.86%         \$437,857,530         59.06%         \$20,234,411         4.85%           30         Personnel Benefits         145,028,383         20.44%         151,516,977         20.44%         6,488,594         4.47%           31         Total Pers Costs         \$562,642,502         79.30%         \$569,374,507         79.50%         \$26,732,005         1.05%								
24         Executive/Admin         22,478,180         3.17%         22,934,051         3.09%         455,871         2.03%           25         Managerial/Prof         127,423,311         17,96%         138,398,300         18.67%         10,974,989         8.61%           26         Classified         52,557,372         7.41%         54,880,615         7.40%         2,323,243         4.42%           27         Grad Assist         14,160,981         2.00%         14,803,454         2.00%         642,473         4.54%           28         Irregular Help         8,300,169         1.17%         8,208,160         1.11%         (92,009)         -1.11%           29         Total Salaries         \$417,614,119         58.86%         \$437,857,530         59.06%         \$20,243,411         4.85%           30         Personnel Benefits         145,028,383         20,44%         151,516,977         20.44%         6,488,594         4.47%           31         Total Pers Costs         \$562,642,502         79.30%         \$589,374,507         79.50%         \$26,732,005         4.75%           32         Operating Expense:         2         2,518,700         0.34%         26,293         1.05%           34         Utilitit			<b>#</b> 400 004 400	07.400/	#400 000 0E0	00.700/	<b>#</b> F 000 044	0.000/
25         Managerial/Prof         127,423,311         17,96%         138,398,300         18,67%         10,974,989         8,61%           26         Classified         52,557,372         7,41%         54,880,615         7,40%         2,323,243         4,42%           27         Grad Assist         14,160,981         2,00%         14,803,454         2,00%         642,473         4,54%           28         Irregular Help         8,300,169         1,17%         8,208,160         1,11%         (92,009)         -1,11%           29         Total Salaries         \$417,614,119         58,86%         \$437,857,530         59,06%         \$20,243,411         4,85%           30         Personnel Benefits         145,028,383         20,44%         151,516,977         20,44%         6,488,594         4,47%           31         Total Pers Costs         \$562,642,502         79.30%         \$589,374,507         79.50%         \$26,732,005         4,75%           32         Operating Expense:         33         Travel         2,492,407         0.35%         2,518,700         0.34%         26,293         1,05%           34         Utilities         19,570,937         2.76%         21,685,758         2.93%         2,114,821 <td< td=""><td></td><td>,</td><td></td><td></td><td></td><td></td><td></td><td></td></td<>		,						
26         Classified         52,557,372         7.41%         54,880,615         7.40%         2,323,243         4.42%           27         Grad Assist         14,160,981         2.00%         14,803,454         2.00%         642,473         4.54%           28         Irregular Help         8,300,169         1.17%         8,208,160         1.11%         (92,009)         -1.11%           29         Total Salaries         \$417,614,119         58.86%         \$437,857,530         59.06%         \$20,243,411         4.85%           30         Personnel Benefits         145,028,383         20.44%         151,516,977         20.44%         6.488,594         4.47%           31         Total Pers Costs         \$562,642,502         79.30%         \$589,374,507         79.50%         \$26,732,005         4.75%           32         Operating Expense:         33         Travel         2,492,407         0.35%         2,518,700         0.34%         26,293         1.05%           34         Utilities         19,570,937         2.76%         21,685,758         2.93%         2,114,821         10.81%           35         Insurance         5,286,695         0.75%         5,632,095         0.76%         345,400         6.53%							·	
27         Grad Assist         14,160,981         2.00%         14,803,454         2.00%         642,473         4.54%           28         Irregular Help         8,300,169         1.17%         8,208,160         1.11%         (92,009)         -1.11%           30         Personnel Benefits         145,028,383         20,44%         151,516,977         20,44%         6,488,594         4.47%           31         Total Pers Costs         \$562,642,502         79.30%         \$589,374,507         79.50%         \$26,732,005         4.75%           32         Operating Expense:         33         Travel         2,492,407         0.35%         2,518,700         0.34%         26,293         1.05%           34         Utilities         19,570,937         2.76%         21,685,758         2.93%         2,114,821         10.81%           35         Insurance         5,286,695         0.75%         5,632,095         0.76%         345,400         6.53%           36         Other Oper, Exp         107,110,223         15.10%         109,644,375         14.79%         2,534,152         2.37%           37         Total Oper, Exp         \$134,460,262         18.95%         \$139,480,928         18.81%         \$5,020,666         3.73		<u> </u>						
Irregular Help								
Total Salaries   \$417,614,119   58.86%   \$437,857,530   59.06%   \$20,243,411   4.85%   30   Personnel Benefits   145,028,383   20.44%   151,516,977   20.44%   6,488,594   4.47%   31   Total Pers Costs   \$562,642,502   79.30%   \$589,374,507   79.50%   \$26,732,005   4.75%   32   Operating Expense:							· ·	
Personnel Benefits   145,028,383   20.44%   151,516,977   20.44%   6,488,594   4.47%								
Total Pers Costs   \$562,642,502   79.30%   \$589,374,507   79.50%   \$26,732,005   4.75%								
32         Operating Expense:         33         Travel         2,492,407         0.35%         2,518,700         0.34%         26,293         1.05%           34         Utilities         19,570,937         2.76%         21,685,758         2.93%         2,114,821         10.81%           35         Insurance         5,286,695         0.75%         5,632,095         0.76%         345,400         6.53%           36         Other Oper. Exp         107,110,223         15,10%         109,644,375         14.79%         2,534,152         2.37%           37         Total Oper. Exp         \$134,460,262         18.95%         \$139,480,928         18.81%         \$5,020,666         3.73%           38         Capital Outlay:         39         Depart Equipment         1,592,947         0.22%         1,597,238         0.22%         4,291         0.27%           40         Library Acquisitions         10,833,926         1.53%         10,880,384         1.47%         46,458         0.43%           41         Total Cap Outlay         \$12,426,873         1.75%         \$12,477,622         1.68%         \$50,749         0.41%           42         Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>								
33         Travel         2,492,407         0.35%         2,518,700         0.34%         26,293         1.05%           34         Utilities         19,570,937         2,76%         21,685,758         2.93%         2,114,821         10,81%           35         Insurance         5,286,695         0.75%         5,632,095         0.76%         345,400         6.53%           36         Other Oper. Exp         107,110,223         15.10%         109,644,375         14.79%         2,534,152         2.37%           37         Total Oper. Exp         \$134,460,262         18.95%         \$139,480,928         18.81%         \$5,020,666         3.73%           38         Capital Outlay:         39         Depart Equipment         1,592,947         0.22%         1,597,238         0.22%         4,291         0.27%           40         Library Acquisitions         10,833,926         1.53%         10,880,384         1.47%         46,458         0.43%           41         Total Cap Outlay         \$12,426,873         1.75%         \$12,477,622         1.68%         \$50,749         0.41%           42         Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057         100.00%         \$31,803,420			<del></del>		<del></del>		<del>+,,</del>	
34         Utilities         19,570,937         2.76%         21,685,758         2.93%         2,114,821         10.81%           35         Insurance         5,286,695         0.75%         5,632,095         0.76%         345,400         6.53%           36         Other Oper. Exp         107,110,223         15,10%         109,644,375         14.79%         2,534,152         2.37%           37         Total Oper. Exp         \$134,460,262         18.95%         \$139,480,928         18.81%         \$5,020,666         3.73%           38         Capital Outlay:         39         Depart Equipment         1,592,947         0.22%         1,597,238         0.22%         4,291         0.27%           40         Library Acquisitions         10,833,926         1.53%         10,880,384         1.47%         46,458         0.43%           41         Total Cap Outlay         \$12,426,873         1.75%         \$12,477,622         1.68%         \$50,749         0.41%           42         Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057         100.00%         \$31,803,420         4.48%           43         One-time Capital Outlay         \$0         \$0         \$0         \$0           44			2 402 407	0.350/	2 540 700	0.240/	26.202	1.050/
35         Insurance         5,286,695         0.75%         5,632,095         0.76%         345,400         6.53%           36         Other Oper. Exp         107,110,223         15.10%         109,644,375         14.79%         2,534,152         2.37%           37         Total Oper. Exp         \$134,460,262         18.95%         \$139,480,928         18.81%         \$5,020,666         3.73%           38         Capital Outlay:         39         Depart Equipment         1,592,947         0.22%         1,597,238         0.22%         4,291         0.27%           40         Library Acquisitions         10,833,926         1.53%         10,880,384         1.47%         46,458         0.43%           41         Total Cap Outlay         \$12,426,873         1.75%         \$12,477,622         1.68%         \$50,749         0.41%           42         Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057         100.00%         \$31,803,420         4.48%           43         One-time Capital Outlay         \$0         \$0         \$0           44         One-time Capital Outlay         \$0         \$0         \$0           45         One-time Other         \$0         \$741,333,057         \$31,8							· ·	
36         Other Oper. Exp         107,110,223         15.10%         109,644,375         14.79%         2,534,152         2.37%           37         Total Oper. Exp         \$134,460,262         18.95%         \$139,480,928         18.81%         \$5,020,666         3.73%           38         Capital Outlay:         39         Depart Equipment         1,592,947         0.22%         1,597,238         0.22%         4,291         0.27%           40         Library Acquisitions         10,833,926         1.53%         10,880,384         1.47%         46,458         0.43%           41         Total Cap Outlay         \$12,426,873         1.75%         \$12,477,622         1.68%         \$50,749         0.41%           42         Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057         100.00%         \$31,803,420         4.48%           43         One-time 27th Payroll (GF)         \$0         \$0         \$0         \$0           44         One-time Capital Outlay         \$0         \$0         \$0           45         One-time Other         \$0         \$741,333,057         \$31,803,420         4.48%           47         TOTAL FTE POSITIONS         4,897.19         4,926.42         29.23			, ,					
37         Total Oper. Exp         \$134,460,262         18.95%         \$139,480,928         18.81%         \$5,020,666         3.73%           38         Capital Outlay:         39         Depart Equipment         1,592,947         0.22%         1,597,238         0.22%         4,291         0.27%           40         Library Acquisitions         10,833,926         1.53%         10,880,384         1.47%         46,458         0.43%           41         Total Cap Outlay         \$12,426,873         1.75%         \$12,477,622         1.68%         \$50,749         0.41%           42         Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057         100.00%         \$31,803,420         4.48%           43         One-time 27th Payroll (GF)         \$0         \$0         \$0           44         One-time Capital Outlay         \$0         \$0         \$0           45         One-time Other         \$0         \$0         \$0           46         Activity Total         \$709,529,637         \$741,333,057         \$31,803,420         4.48%           47         TOTAL FTE POSITIONS         4,897.19         4,926.42         29.23         0.60%							•	
38         Capital Outlay:           39         Depart Equipment         1,592,947         0.22%         1,597,238         0.22%         4,291         0.27%           40         Library Acquisitions         10,833,926         1.53%         10,880,384         1.47%         46,458         0.43%           41         Total Cap Outlay         \$12,426,873         1.75%         \$12,477,622         1.68%         \$50,749         0.41%           42         Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057         100.00%         \$31,803,420         4.48%           43         One-time 27th Payroll (GF)         \$0         \$0         \$0         \$0           44         One-time Capital Outlay         \$0         \$0         \$0           45         One-time Other         \$0         \$741,333,057         \$31,803,420         4.48%           46         Activity Total         \$709,529,637         \$741,333,057         \$31,803,420         4.48%           47         TOTAL FTE POSITIONS         4,897.19         4,926.42         29.23         0.60%								
39         Depart Equipment         1,592,947         0.22%         1,597,238         0.22%         4,291         0.27%           40         Library Acquisitions         10,833,926         1.53%         10,880,384         1.47%         46,458         0.43%           41         Total Cap Outlay         \$12,426,873         1.75%         \$12,477,622         1.68%         \$50,749         0.41%           42         Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057         100.00%         \$31,803,420         4.48%           43         One-time 27th Payroll (GF)         \$0         \$0         \$0         \$0           44         One-time Capital Outlay         \$0         \$0         \$0           45         One-time Other         \$0         \$741,333,057         \$31,803,420         4.48%           46         Activity Total         \$709,529,637         \$741,333,057         \$31,803,420         4.48%           47         TOTAL FTE POSITIONS         4,897.19         4,926.42         29.23         0.60%		• •	ψ101,100,202	10.0070	ψ100,100,020	10.0170	ψο,σ2ο,σσσ	0.7070
40         Library Acquisitions Total Cap Outlay         10,833,926         1.53%         10,880,384         1.47%         46,458         0.43%           41         Total Cap Outlay         \$12,426,873         1.75%         \$12,477,622         1.68%         \$50,749         0.41%           42         Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057         100.00%         \$31,803,420         4.48%           43         One-time 27th Payroll (GF)         \$0         \$0         \$0         \$0           44         One-time Capital Outlay         \$0         \$0         \$0           45         One-time Other         \$0         \$0         \$0           46         Activity Total         \$709,529,637         \$741,333,057         \$31,803,420         4.48%           47         TOTAL FTE POSITIONS         4,897.19         4,926.42         29.23         0.60%			4 500 047	0.0001	4 507 000	0.0004	4 004	0.070/
41         Total Cap Outlay         \$12,426,873         1.75%         \$12,477,622         1.68%         \$50,749         0.41%           42         Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057         100.00%         \$31,803,420         4.48%           43         One-time 27th Payroll (GF)         \$0         \$0         \$0         \$0           44         One-time Capital Outlay         \$0         \$0         \$0         \$0           45         One-time Other         \$0         \$0         \$0         \$0           46         Activity Total         \$709,529,637         \$741,333,057         \$31,803,420         4.48%           47         TOTAL FTE POSITIONS         4,897.19         4,926.42         29.23         0.60%							·	
42 Tot Bdgt by Exp Class         \$709,529,637         100.00%         \$741,333,057         100.00%         \$31,803,420         4.48%           43 One-time 27th Payroll (GF)         \$0								
43 One-time 27th Payroll (GF) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	41	Total Cap Outlay	\$12,420,873	1.75%	\$12,477,622	1.08%	\$50,749	0.41%
44 One-time Capital Outlay       \$0       \$0       \$0         45 One-time Other       \$0       \$0       \$0         46 Activity Total       \$709,529,637       \$741,333,057       \$31,803,420       4.48%         47 TOTAL FTE POSITIONS       4,897.19       4,926.42       29.23       0.60%	42 1	Tot Bdgt by Exp Class	\$709,529,637	100.00%	\$741,333,057	100.00%	\$31,803,420	4.48%
44 One-time Capital Outlay       \$0       \$0       \$0         45 One-time Other       \$0       \$0       \$0         46 Activity Total       \$709,529,637       \$741,333,057       \$31,803,420       4.48%         47 TOTAL FTE POSITIONS       4,897.19       4,926.42       29.23       0.60%	43	One-time 27th Payroll (GF)	\$0		\$0		\$0	
46 Activity Total       \$709,529,637       \$741,333,057       \$31,803,420       4.48%         47 TOTAL FTE POSITIONS       4,897.19       4,926.42       29.23       0.60%	44		\$0		\$0		\$0	
47 <b>TOTAL FTE POSITIONS</b> 4,897.19 4,926.42 29.23 0.60%	45	One-time Other	\$0		\$0		\$0	
	46 <i>A</i>	Activity Total	\$709,529,637		\$741,333,057		\$31,803,420	4.48%
48 <b>Budget Deficit - reserve funds</b> (6,540,900) (5,119,473)	47 1	TOTAL FTE POSITIONS	4,897.19		4,926.42		29.23	0.60%
	48 <b>E</b>	Budget Deficit - reserve funds	(6,540,900)		(5,119,473)			

## BOISE STATE UNIVERSITY FY2026 BUDGET OVERVIEW Appropriated Funds

FY 2025 Base Operating Budget	\$294,420,700
Adjustments to Base from State General Funds	
Change in Variable Benefit Costs	\$-61,200
Risk Mgmt./State Controller's Fees	\$942,100
Change in Employee Compensation (CEC)	\$3,777,500
Change in Health Benefit Costs	\$1,128,700
Operational Capacity Enhancement	\$1,178,400
Enrollment Workload Adjustment	\$195,700
NET INCREASE TO BASE FROM STATE GENERAL FUNDS	\$7,161,200
One-time deduction	-\$2,000,000
Adjustments to Base from Dedicated Funds	
Change in Variable Benefit Costs	\$-60,200
Change in Employee Compensation (CEC)	\$2,470,200
Change in Health Benefit Costs	\$1,111,800
NET APPROPRIATIONS INCREASE FROM DEDICATED	\$3,521,800
NET INCREASE FROM TUITION AND FEES	\$3,654,400
FY 2026 Base Operating Budget	\$306,758,100

Boise State's FY26 proposed base operating budget of \$307 million includes \$136 million in base state general funds minus a one-time \$2 million reduction and \$173 million in student tuition and fee revenue. This budget includes an increase of \$4.6 million in annual revenues attributable to increases in tuition and fees approved by the Board in May, 2025. The projected increase in tuition and fee revenue was calculated using flat enrollment.

Boise State's FY26 CEC pool includes \$3,777,500 in general funds and \$2,470,200 in dedicated funds. Benefit-eligible employees will receive hourly

# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025 ATTACHMENT 8

increases of \$1.05, \$1.30, or \$1.55 depending on their performance evaluation rating. In addition, permanent information technology and engineering positions that align with specific state job codes will receive a 2% base salary increase. The remaining \$3.1 million of Boise State's CEC obligation will be funded with a combination of university-generated revenues or grants.

The university takes seriously its commitment to balance the cost of higher education with its commitment to delivering high quality programs and outcomes. Boise State is highly efficient and works diligently to maximize its resources through program prioritization, strategic investment, and innovation. The university is in the process of transitioning to an all-funds RCM budget model, which will provide a more detailed breakdown of revenues and expenses, ultimately supporting more strategic budgetary decision-making.

## **BUSINESS AFFAIRS AND HUMAN RESOURCES ATTACHMENT 9**

## JUNE 17-18, 2025

# **BOISE STATE UNIVERSITY**

Budget Distribution by Activity and Expense Class July 1, 2025 - June 30, 2026

		FY2025 Original Budget FY2026			l Budget	Changes from Prior Year		
	<del>-</del>	Amount	% of Total	Amount	% of Total	Amount	% Chge	
Reve	nue by Source							
	State General Account - ongoing	\$128,879,800	43.77%	\$136,040,977	44.35%	\$7,161,177	5.56%	
	State General Account - one time	0	0.00%	(2,000,000)	-0.65%	(2,000,000)	0.00%	
	HESF - one time	0	0.00%		0.00%	0	0.00%	
	State Endowments	0	0.00%		0.00%	0	0.00%	
5 COVID Funds		0	0.00%		0.00%	0	0.00%	
	Student Tuition and Fees	165,540,937	56.23%	172,717,107	56.30%	7,176,170	4.33%	
/	Total Operating Revenues	\$294,420,737	100.00%	\$306,758,084	100.00%	\$12,337,347	4.19%	
Expe	nses							
-	By Function:							
8	Instruction	\$137,507,979	46.70%	\$141,959,031	45.98%	\$4,451,052	3.24%	
9	Research	7,060,153	2.40%	7,935,568	2.57%	875,415	12.40%	
10	Public Service	1,591,771	0.54%	1,259,935	0.41%	(331,836)	-20.85%	
11	Library	8,690,763	2.95%	8,914,720	2.89%	223,957	2.58%	
12	Student Services	15,654,066	5.32%	16,210,566	5.25%	556,500	3.55%	
13	Student Financial Aid	2,000,660	0.68%	2,681,091	0.87%	680,431	34.01%	
14	Physical Plant	25,840,151	8.78%	28,241,075	9.15%	2,400,924	9.29%	
15	Institutional Support	40,925,206	13.90%	44,544,007	14.43%	3,618,801	8.84%	
16	Academic Support	47,868,421	16.26%	49,386,853	16.00%	1,518,432	3.17%	
17	Auxiliaries	0	0.00%	0	0.00%	0	0.00%	
18	Athletics	7,281,567	2.47%	7,625,236	2.47%	343,669	4.72%	
19 1	Total Bdgt by Function	\$294,420,737	100.00%	\$308,758,083	100.00%	\$14,337,346	4.87%	
	By Expense Class:							
21	Personnel Costs:							
22	Salaries:							
23	Faculty	\$83,355,962	28.31%	\$86,850,256	28.13%	\$3,494,294	4.19%	
24	Executive/Admin	6,302,494	2.14%	6,301,836	2.04%	(658)	-0.01%	
25	Managerial/Prof	62,403,080	21.20%	67,685,984	21.92%	5,282,904	8.47%	
26	Classified	13,251,644	4.50%	14,211,800	4.60%	960,156	7.25%	
27	Grad Assist	5,283,464	1.79%	5,147,597	1.67%	(135,867)	-2.57%	
28	Irregular Help	1,274,687	0.43%	862,445	0.28%	(412,242)	-32.34%	
29	Total Salaries	\$171,871,331	58.38%	\$181,059,918	58.64%	\$9,188,587	5.35%	
30	Personnel Benefits _ Total Pers Costs	58,527,730	19.88%	62,927,321 \$243,987,239	20.38%	4,399,591	7.52%	
31	Total Pers Costs	\$230,399,061	78.26%	\$243,967,239	79.02%	\$13,588,178	5.90%	
32	Operating Expense:		/			_		
33	Travel		0.00%		0.00%	0	0.00%	
34	Utilities	4,935,260	1.68%	5,229,133	1.69%	293,873	5.95%	
35	Insurance	1,575,164	0.54%	1,575,164	0.51%	0	0.00%	
36	Other Oper. Exp	54,084,864	18.37%	54,533,469	17.66%	448,605	0.83%	
37	Total Oper. Exp	\$60,595,288	20.58%	\$61,337,766	19.87%	\$742,478	1.23%	
38	Capital Outlay:							
39	Depart Equipment	\$202,765	0.07%	\$209,456	0.07%	6,691	3.30%	
40	Library Acquisitions	3,223,623	1.09%	3,223,623	1.04%	0	0.00%	
41	Total Cap Outlay	\$3,426,388	1.16%	\$3,433,079	1.11%	\$6,691	0.20%	
42 1	Tot Bdgt by Exp Class	\$294,420,737	100.00%	\$308,758,084	100.00%	\$14,337,347	4.87%	
43	HESF one-time	\$0		\$0		\$0		
44	One-time Capital Outlay	\$0		\$0		\$0		
45	Unallocated CEC + Target Positi	\$0		\$0		\$0		
46 <i>A</i>	Activity Total	\$294,420,737		\$308,758,084		\$14,337,347	4.87%	
47 1	TOTAL FTE POSITIONS	1,958.94		2,011.08		52.14	2.66%	
48 <b>E</b>	Budget Deficit: Holdbacks	\$0		(\$2,000,000)				

## **BAHR TAB 1**

## **BOISE STATE UNIVERSITY**

Summary of Salary Changes for FY2026 by Employee Group

	Exi		Existin	xisting Positions					Position Adjustments		Total		
l4:4.4:/A	FY2025 FTE	FY2025	D	Salary Adju		T-4-1	FY2026	0/ 1	ETE	0-1	FY2026	FY2026	0/ -1
Institution/Agency by Group	FIE	Salary Base	Promotion	Perf/Exp/Merit	Equity	Total	Salary Base	% Incr	FTE	Salary	FTE	Salary Base	_ % change
General Education (Approp Only) Faculty													
Professor	241.80	\$28,938,746		\$600,638		\$600,638	\$29,539,384	2.1%	33.77	4,456,624	275.57	\$33,996,008	17.5%
Associate Professor	233.37	\$23,796,549		\$519,503		\$519,503	\$24,316,051	2.2%	-0.26	(196,201)	233.11	\$24,119,850	1.4%
Assistant Professor	202.40	\$17,448,782		\$343,923		\$343,923	\$17,792,704	2.0%	-20.40	(2,783,890)	182.00	\$15,008,814	-14.0%
Instr/Lect	131.31	\$7,535,465		\$267,988		\$267,988	\$7,803,454	3.6%	-1.01	9,372	130.30	\$7,812,826	3.7%
Part-Time Instructor	0.00	\$5,636,420				\$0	\$5,636,420	0.0%	0.00	276,339		\$5,912,759	4.9%
Total Faculty	808.88	\$83,355,962	\$0	\$1,732,052	\$0	\$1,732,052	\$85,088,013	2.1%	12.10	1,762,243	820.98	\$86,850,256	4.2%
Executive/Administrative	29.99	\$6,302,494		\$89,905		\$89,905	\$6,392,399	1.4%	-0.31	(90,563)	29.68	\$6,301,836	0.0%
Managerial/Professional	827.45	\$62,403,080		\$2,506,414		\$2,506,414	\$64,909,494	4.0%	36.99	2,776,489	864.44	\$67,685,984	8.5%
Classified	292.62	\$13,251,644		\$774,615		\$774,615	\$14,026,259	5.8%	3.36	185,541	295.98	\$14,211,800	7.2%
Student/Teaching Assistant	0.00	\$5,283,464				\$0	\$5,283,464	0.0%	0.00	(135,867)		\$5,147,597	
Irregular Help	0.00	\$1,274,687				\$0	\$1,274,687	0.0%	0.00	(412,242)		\$862,445	-32.3%
Total	1,958.94	\$171,871,331	\$0	\$5,102,986	\$0	\$5,102,986	\$176,974,317	3.0%	52.14	\$4,085,601	2,011.08	\$181,059,918	5.3%
Idaho Small Business Development	Center												
Faculty													
Professor						\$0	\$0	0.0%					
Associate Professor						\$0	\$0	0.0%					
Assistant Professor						\$0	\$0	0.0%					
Instr/Lect						\$0	\$0	0.0%					
Part-Time Instructor Total Faculty		\$0	<b>.</b>		\$0	\$0	\$0 \$0	0.0%					_
Executive/Administrative		\$0	\$0	) \$0	\$0	\$0 \$0	\$0 \$0	0.0%					_
Managerial/Professional	10.33	\$638,607		31,218	0	\$31,218	\$669,824	4.9%	-0.16	(26,387)	10.17	\$643,43	7 0.8%
Classified	10.00	ψ000,007		01,210	· ·	\$0	\$0	0.0%	0.10	(20,001)	10.17	φο-το, το	0.070
Student/Teaching Assistant						\$0	\$0	0.0%					
Irregular Help	0.00						\$0				0.00	\$0	0
Total	10.33	\$638,607	\$0	\$31,218	\$0	\$31,218	\$669,824	0.0%	-0.16	-\$26,387	10.17	\$643,43	7
TechHelp													
Faculty													
Professor						\$0	\$0	0.0%					
Associate Professor						\$0	\$0	0.0%					
Assistant Professor						\$0	\$0	0.0%					
Instr/Lect						\$0	\$0	0.0%					
Part-Time Instructor						\$0	\$0	0.0%					_
Total Faculty Executive/Administrative			\$0	\$0	\$0	\$0 \$0	\$0 \$0	0.0%					_
Managerial/Professional	3.44	\$339,543		\$9,531		\$9,531	\$349,073	2.8%	0.00	(14,202)	3.44	\$334,872	2 -1.4%
Classified	0.44	Ψ000,040		ψ5,551		ψυ,υυ ι	\$0	0.0%	0.00	(14,202)	0.44	Ψ334,072	-1.470
Student/Teaching Assistant							\$0	0.0%				\$0	0
Irregular Help						\$0	\$0					\$0	0
Total	3.44	\$339,543	\$0	\$9,531	\$0	\$9,531	\$349,073	0.0%	0.00	-\$14,202	3.44	\$334,872	
													=

# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025 ATTACHMENT 11

## **IDAHO STATE UNIVERSITY**

FY2026 Budget Overview

## **Background**

Idaho State University is in the final phase of its budget optimization initiative to eliminate a \$15.7 million structural deficit in central university funds. Due to the collaborative, data-informed, strategic efforts of the entire university community, and in spite of extraordinary headwinds, ISU will enter FY2026 with a balanced budget, a full year ahead of schedule. Results of this transformative effort include:

- New data sets for decision support that include longitudinal activity, production, and contribution trends
- Ongoing expenditure reductions through reorganization and efficiencies
- Reduction of 25 administrator, classified, and non-classified positions; administrative to instruction cost ratio of 18% (25% decrease since 2020)
- Closure of low-performing programs
- Self-funded statewide expansion of health professions and teacher education programs
- Diversified revenue streams through continuing education, workforce development, and investment strategies

ISU's new budget model and Opportunity Aligned Resourcing (OAR) framework are positioning the university for long-term financial sustainability and agile deployment of resources in support of our mission and strategic priorities.

## **FY2026 Budget Overview**

The Idaho State University FY2026 budget represents ISU's mission-focused and data-informed allocation of resources. This budget supports continued investment in growth, impact, and outcomes while continuing to focus on efficiency, effectiveness, diversified revenue streams, and long-term financial stability.

#### FY2026 Strategic Priorities:

- Enrollment Growth and Student Success growing enrollment and supporting each student to goal completion
- Academic and Research Focus strengthening academic excellence and expanding research opportunities
- Advancing/Enhancing Physical Infrastructure investing in dynamic, innovative, student-centered spaces and infrastructure
- External Relationships and Partnerships building strong partnerships and meaningful external relationships
- Employee Engagement, Empowerment, and Connection empowering employees through shared vision, connection, and engagement

BAHR TAB 1

FY2026 General Appropriations Resources	Summary o	of Changes
Base Appropriation (excluding one-time)	\$	167,887,700
Adjustments to Base:		
Change in Employee Compensation (CEC)	\$	3,447,700
Enrollment Workload Adjustment		988,100
Personnel Benefits		989,400
Risk Management, Controller, OITS		(56,800)
Endowments		490,400
Capacity Enhancement Funding		907,300
Net Change in Base State Funding	\$	6,766,100
Tuition and Fees:		
Change in Employee Compensation (CEC)	\$	1,291,000
Personnel Benefits		370,400
Tuition Rate Increase		2,560,000
Net Change in Base Tuition and Fees	\$	4,221,400
FY2026 General Appropriation Resources	\$	178,875,200

The FY2026 budget reflects a 7% increase in tuition and fee revenues from growing enrollments and a 3.5% increase in base tuition and fees, a 9% increase in endowment funds, and a 6% increase in general fund appropriations, which cover only a portion of required CEC and benefit increases. Together, these resources position ISU to continue advancing university goals and priorities while maintaining a solid foundation for sustainable growth and success.

### **BUSINESS AFFAIRS AND HUMAN RESOURCES ATTACHMENT 12**

### JUNE 17-18, 2025

### **IDAHO STATE UNIVERSITY**

Budget Distribution by Activity and Expense Class July 1, 2025 - June 30, 2026

		FY2025 Origina	al Budget	FY2026 Origina	al Budget	Changes Prior Ye	
	-	Amount	% of Total	Amount	% of Total	Amount	% Chge
	enue by Source						
	State General Account - ongoing	\$98,206,800	58.50%	\$104,482,500	58.41%	\$6,275,700	6.39%
	State General Account - one time	0	0.00%	0	0.00%	0	0.00%
	HESF - one time	0	0.00%	0	0.00%	0	0.00%
	State Endowments	5,547,400	3.30% 0.00%	6,037,800	3.38%	490,400 0	8.84% 0.00%
	COVID Funds Student Tuition and Fees	0 64,133,500	38.20%	0 68,354,900	0.00% 38.21%	4,221,400	6.58%
	Total Operating Revenues	\$167,887,700	100.00%	\$178,875,200	100.00%	\$10,987,500	6.54%
, ,	rotal operating Nevertues	φ107,007,700	100.0070	Ψ170,070,200	100.0070	ψ10,007,000	0.0470
Expe	enses						
E	By Function:						
8	Instruction	\$80,177,400	45.97%	\$82,263,700	45.99%	\$2,086,300	2.60%
9	Research	6,124,200	3.51%	6,230,000	3.48%	105,800	1.73%
10	Public Service	0	0.00%	0	0.00%	0	0.00%
11	Library	6,909,300	3.96%	6,836,900	3.82%	(72,400)	-1.05%
12	Student Services	11,288,700	6.47%	11,669,300	6.52%	380,600	3.37%
13	Student Financial Aid	7,467,600	4.28%	7,964,500	4.45%	496,900	6.65%
14	Physical Plant	22,961,300	13.16%	23,589,100	13.19%	627,800	2.73%
15 16	Institutional Support	17,953,800	10.29%	18,416,700	10.30%	462,900	2.58%
17	Academic Support Auxiliaries	15,982,200 50,600	9.16% 0.03%	16,143,700 51,900	9.03% 0.03%	161,500 1,300	1.01% 2.57%
18	Athletics	5,513,500	3.16%	5,709,400	3.19%	195,900	3.55%
10	Attictios	3,313,300	0.1070	3,703,400	0.1070	100,000	0.0070
19 <b>1</b>	Total Bdgt by Function	\$174,428,600	100.00%	\$178,875,200	100.00%	\$4,446,600	2.55%
20 <b>E</b>	By Expense Class:						
21	Personnel Costs:						
22	Salaries:						
23	Faculty	\$46,198,300	26.49%	\$47,426,600	26.51%	\$1,228,300	2.66%
24	Executive/Admin	6,076,700	3.48%	6,055,600	3.39%	(21,100)	-0.35%
25	Managerial/Prof	25,655,100	14.71%	28,112,000	15.72%	2,456,900	9.58%
26	Classified	14,945,300	8.57%	15,849,100	8.86%	903,800	6.05%
27	Grad Assist	3,496,200	2.00%	4,053,800	2.27%	557,600	15.95%
28	Irregular Help	4,912,300	2.82%	5,323,900	2.98%	411,600	8.38%
29	Total Salaries	\$101,283,900	58.07%	\$106,821,000	59.72%	\$5,537,100	5.47%
30	Personnel Benefits	35,976,500	20.63%	38,923,673	21.76%	2,947,173	8.19%
31	Total Pers Costs	\$137,260,400	78.69%	\$145,744,673	81.48%	\$8,484,273	6.18%
32	Operating Expense:						
33	Travel	\$1,462,400	0.84%	\$1,648,600	0.92%	186,200	12.73%
34	Utilities	4,038,700	2.32%	4,246,700	2.37%	208,000	5.15%
35	Insurance	1,476,100	0.85%	1,369,900	0.77%	(106,200)	-7.19%
36	Other Oper. Exp	26,116,200	14.97%	21,790,500	12.18%	(4,325,700)	-16.56%
37	Total Oper. Exp	\$33,093,400	18.97%	\$29,055,700	16.24%	(\$4,037,700)	-12.20%
38	Capital Outlay:						
39	Depart Equipment	\$835,000	0.48%	\$835,000	0.47%	0	0.00%
40	Library Acquisitions	3,239,800	1.86%	3,239,800	1.81%	0	0.00%
41	Total Cap Outlay	\$4,074,800	2.34%	\$4,074,800	2.28%	\$0	0.00%
42 <b>1</b>	ot Bdgt by Exp Class	\$174,428,600	100.00%	\$178,875,173	100.00%	\$4,446,573	2.55%
43	One-time 27th Payroll (GF)	\$0		\$0		0	
44	One-time Capital Outlay	\$0		\$0		0	
45	Unallocated CEC + Target Positio	\$0		\$0		0	
46 <b>A</b>	Activity Total	\$174,428,600		\$178,875,173		\$4,446,573	2.55%
47 <b>1</b>	TOTAL FTE POSITIONS	1,244.03		1,248.01		3.98	0.32%
48 <b>E</b>	Budget Deficit - reserves	(\$6,540,900)		\$27			

### **BAHR TAB 1**

### **IDAHO STATE UNIVERSITY**

Summary of Salary Changes for FY2026 by Employee Group

				Existing Pos	sitons				Position	Adjustments	Т	otal
		FY2025			v Adjustmei	nts	FY2026					FY2026
Institution/Agency by Group	FTE	Salary Base	Promotion	Perf/Exp	Equity	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary
General Education		•		•			•			•		•
Faculty	493.24	43,406,889	249,700	1,479,712	-	1,729,412	45,136,301	3.98	(5.60)	(589, 235)	487.64	44,547,066
Adjunct Faculty	0.00	2,791,446	-	_	-	-	2,791,446	0.00	`- ´	88,041	0.00	2,879,487
Executive/Administrative	29.83	6,076,680	-	89,499	-	89,499	6,166,180	1.47	(0.60)	(110,596)	29.23	6,055,584
Managerial/Professional	350.85	25,655,061	-	1,052,545	-	1,052,545	26,707,606	4.10	18.84	1,404,389	369.69	28,111,995
Classified	370.11	14,945,326	-	1,110,329	-	1,110,329	16,055,655	7.43	(8.66)	(206,509)	361.45	15,849,146
Teaching Assistant	0.00	3,496,220	-	· · · -	-	-	3,496,220	0.00	` - ´	`557,612 <sup>°</sup>	0.00	4,053,832
Irregular Salaries	0.00	4,912,292	-	-	-	-	4,912,292	0.00	-	411,625	0.00	5,323,917
Total	1,244.03	101,283,914	249,700	3,732,086	-	3,981,786	105,265,699	3.93	3.98	1,555,328	1,248.01	106,821,027
Idaha Dantal Education Brown												
Idaho Dental Education Progr		444.070		0.000		0.000	4.47.000	4.05	0.44	20.040	4.00	400,000
Faculty	1.75	144,270	-	2,820	-	2,820	147,090	1.95	0.14	38,942	1.89	186,032
Adjunct Faculty	0.00	147,220	-	-	-	-	147,220	0.00	-	(37,834)	0.00	109,386
Executive/Administrative	0.00	-	-	- 0.474	-	- 0.474	440.005	N/A	(0.44)	(0.000)	0.00	404.005
Managerial/Professional	1.50	111,034	-	2,171	-	2,171	113,205	1.95	(0.14)	(8,900)	1.36	104,305
Classified	0.00	-	-	-	-	-	-	N/A	-	-	0.00	-
Teaching Assistant	0.00	07.000	-	-	-	-	07.000	N/A	-	-	0.00	07.000
Irregular Salaries	0.00	27,000	-	4 004	-	4 004	27,000	0.00		(7.700)	0.00	27,000
Total	3.25	429,524	-	4,991	-	4,991	434,515	1.16		(7,792)	3.25	426,723
Idaho Museum of Natural Hist	ory											
Faculty	1.00	67,907	-	2,430	-	2,430	70,337	3.58	_	14,771	1.00	85,108
Adjunct Faculty	0.00	-	-	-	-		-	N/A	-	, <u>-</u>	0.00	-
Executive/Administrative	0.00	-	-	-	-	_	-	N/A	-	-	0.00	_
Managerial/Professional	7.20	443,872	-	15.882	-	15,882	459.754	3.58	-	(8,467)	7.20	451,287
Classified	0.00	-	-	-	-	-	-	N/A	-	-	0.00	-
Teaching Assistant	0.00	-	-	-	-	_	-	N/A	-	-	0.00	_
Irregular Salaries	0.00	-	-	-	-	_	-	N/A	-	2,650	0.00	2,650
Total	8.20	511,779	-	18,312	-	18,312	530,091	3.58		8,954	8.20	539,045
				•					-		-	
Family Medicine Residency												
Faculty	2.35	612,528	7,300	7,473	-	14,773	627,301	2.41	-	33,218	2.35	660,520
Adjunct Faculty	0.00	-	-	-	-	-	-	N/A	-	-	0.00	-
Executive/Administrative	0.00	-	-	-	-	-	-	N/A	-	-	0.00	-
Managerial/Professional	18.95	1,236,517	-	15,087	-	15,087	1,251,604	1.22	2.00	83,700	20.95	1,335,304
Classified	2.00	80,725	-	985	-	985	81,710	1.22	-	(1,318)	2.00	80,392
Teaching Assistant	0.00	-	-	-	-	-	-	N/A	-	- ′	0.00	-
Irregular Salaries	0.00	96,384	-	-	-	-	96,384	0.00	-	-	0.00	96,384
Total	23.30	2,026,154	7,300	23,545	-	30,845	2,056,999	1.52	2.00	115,600	25.30	2,172,599
		•										

BAHR TAB 1

### UNIVERSITY OF IDAHO FY 2026 Budget Overview Appropriated Funds

FY 2025 Base Operating Budget	\$198,900,000
Adjustments to Base from State General Funds:	
Benefits	\$ 962,100
CEC	3,392,500
Enrollment Workload Adjustment	(57,800)
SWCAP and State ITS Billings	921,300
Line-Item Funding: Operational Capacity Enhancement	996,300
Total Adjustments from State General Funds	\$ 6,214,400
Adjustments to Base from Tuition:	\$ 4,785,600
Adjustments to Base from Land Grant Endowments:	\$ 900,000
FY 2026 Base Operating Budget	\$210,800,000
FY 2026 One-Time Holdback	(2,000,000)
FY 2026 Adjusted Operating Budget	\$208,800,000

The FY 2026 General Education operating budget totals \$208,800,000, an increase of \$9,900,000 or 5.0% over FY 2025. This increase is driven by additional state funding, year-over-year enrollment growth and tuition rate increases, and increased distributions from the three land grant endowment funds benefiting the University of Idaho. In alignment with our sustainable budget model, the university assumed flat net fee paying enrollment from FY 2025 actuals to FY 2026 budget.

Major expense adjustments for FY 2026 include \$5.1M for CEC, including faculty promotion and tenure increments, as well as related benefits and \$2.37M in university-wide sustainable budget model allocations based on FY 2025 tuition in excess of budget. The Operational Capacity Enhancement is being used to supplement state and tuition funding for CEC. Remaining available funding will be used to cover increases in utilities and university computing and to base fund central obligations, reducing the use of one-time savings to cover ongoing expenses.

As the university moves forward with its sustainable budget model and the implementation of our new strategic plan, we will continue to focus on ensuring that all university resources are used in an effective manner to meet the strategic priorities of the university. The model continues to provide the roadmap for setting the budget. The strategic plan will ensure future resources are allocated in a responsible manner that supports our goals.

### BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17-18, 2025

### **ATTACHMENT 15**

### **UNIVERSITY OF IDAHO**

Budget Distribution by Activity and Expense Class July 1, 2025 - June 30, 2026

		FY2025 Origina	al Budget	FY2026 Origina	al Budget	Changes Prior Yo	
	<del>-</del>	Amount	% of Total	Amount	% of Total	Amount	% Chge
Reve	enue by Source						- 3
1.5	State General Account - ongoing	\$109,126,500	54.87%	\$115,340,900	55.24%	\$6,214,400	5.69%
2 5	State General Account - one time	0	0.00%	(2,000,000)	-0.96%	(2,000,000)	0.00%
3 H	HESF - one time	0	0.00%	0	0.00%	0	0.00%
4 5	State Endowments	14,862,000	7.47%	15,762,000	7.55%	900,000	6.06%
	COVID Funds	0	0.00%	0	0.00%	0	0.00%
	Student Tuition and Fees	74,911,500	37.66%	79,697,100	38.17%	4,785,600	6.39%
7 7	Total Operating Revenues	\$198,900,000	100.00%	\$208,800,000	100.00%	\$9,900,000	4.98%
Evno	enses						
•	By Function:						
8	Instruction	\$74,320,487	37.37%	\$76,140,775	36.47%	\$1,820,288	2.45%
9	Research	6,061,877	3.05%	6,083,192	2.91%	21,315	0.35%
10	Public Service	0,001,077	0.00%	0,000,102	0.00%	21,313	0.00%
11	Library	8,718,669	4.38%	8,939,207	4.28%	220,538	2.53%
12	Student Services	13,414,999	6.74%	13,916,971	6.67%	501,972	3.74%
13	Student Financial Aid	6,834,799	3.44%	9,043,608	4.33%	2,208,809	32.32%
14	Physical Plant	26,620,108	13.38%	27,748,145	13.29%	1,128,037	4.24%
15	Institutional Support	38,772,908	19.49%	40,005,598	19.16%	1,232,690	3.18%
16	Academic Support	19,266,153	9.69%	21,942,504	10.51%	2,676,351	13.89%
17	Auxiliaries	590,000	0.30%	590,000	0.28%	2,070,331	0.00%
18	Athletics	4,300,000	2.16%	4,390,000	2.10%	90,000	2.09%
10	Authorics	4,000,000	2.1070	4,000,000	2.1070	30,000	2.0370
19 <b>1</b>	Total Bdgt by Function	\$198,900,000	100.00%	\$208,800,000	100.00%	\$9,900,000	4.98%
		+ 100,000,000		<del>+</del>		+ = 1, = = 1, = = =	
20 <b>E</b>	By Expense Class:						
21	Personnel Costs:						
22	Salaries:						
23	Faculty	\$52,548,170	26.42%	\$53,039,955	25.40%	\$491,785	0.94%
24	Executive/Admin	8,152,769	4.10%	8,556,350	4.10%	403,581	4.95%
25	Managerial/Prof	31,603,146	15.89%	33,855,931	16.21%	2,252,785	7.13%
26	Classified	21,518,363	10.82%	22,017,770	10.54%	499,407	2.32%
27	Grad Assist	5,381,317	2.71%	5,602,057	2.68%	220,740	4.10%
28	Irregular Help	1,598,906	0.80%	1,498,336	0.72%	(100,570)	-6.29%
29	Total Salaries	\$120,802,671	60.74%	\$124,570,399	59.66%	\$3,767,728	3.12%
30	Personnel Benefits	41,178,803	20.70%	39,265,486	18.81%	(1,913,317)	-4.65%
31	Total Pers Costs	\$161,981,474	81.44%	\$163,835,885	78.47%	\$1,854,411	1.14%
32	Operating Expense:	<b>*</b> 4 000 00 <b>7</b>	0.500/	<b>#070.400</b>	0.400/	(450,007)	45 500/
33	Travel	\$1,030,007	0.52%	\$870,100	0.42%	(159,907)	-15.52%
34	Utilities & Debt Service	9,465,477	4.76%	11,046,725	5.29%	1,581,248	16.71%
35	Insurance	2,017,531	1.01%	2,469,131	1.18%	451,600	22.38%
36	Other Oper. Exp	19,928,926	10.02%	26,057,516	12.48%	6,128,590	30.75%
37	Total Oper. Exp	\$32,441,941	16.31%	\$40,443,472	19.37%	\$8,001,531	24.66%
38	Capital Outlay:						
39	Depart Equipment	\$469,082	0.24%	\$466,682	0.22%	(2,400)	-0.51%
40	Library Acquisitions	4,007,503	2.01%	4,053,961	1.94%	46,458	1.16%
41	Total Cap Outlay	\$4,476,585	2.25%	\$4,520,643	2.17%	\$44,058	0.98%
	- John Sup Sunay	ψ1,110,000	2.2070	Ψ1,020,010	2.11 /0	Ψ11,000	0.0070
42 1	Tot Bdgt by Exp Class	\$198,900,000	100.00%	\$208,800,000	100.00%	\$9,900,000	4.98%
43	One-time 27th Payroll (GF)	\$0		\$0		\$0	
44	One-time Capital Outlay	\$0		\$0		\$0	
45	Unallocated CEC / Target Positic	\$0		\$0		\$0	
	<u> </u>						
46 🖊	Activity Total	\$198,900,000		\$208,800,000		\$9,900,000	4.98%
. <u> </u>		4 0-0 - :		4 00= 0=		-	4.000:
47 1	TOTAL FTE POSITIONS	1,352.54		1,327.90		(24.64)	-1.82%
/O F	Rudget Deficit: Heldbacks	\$0		\$0			
40 <b>t</b>	Budget Deficit: Holdbacks	Φ0		Φ0			

### **ATTACHMENT 16**

# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025 UNIVERSITY OF IDAHO

Summary of Salary Changes for FY 2026 by Employee Group

	FY 2025	5 Bu	idget Book					Annual Sal								Changes and Adjustments	F	Y 202	26 Budget Book	(
								Salary Adj	ust											
In additional (American Inc. Consum	ETE		Salami Dasa	-		N A m wid				ATB and Minimums *	T-4-		Calami	0/ 1	ETE	Calami Dasa	FTE		Calami	0/ 1
Institution/Agency by Group	FTE	_ :	Salary Base		romotion	Merit	EC	uity/Other		IVIIIIIIIIIIIIII	Tota	U	Salary	% Incr	FTE	Salary Base	FIE		Salary	% Incr
General Education (FT 10)																				
Faculty	489.41	\$	52,548,170	\$	299,435	\$ -	\$	14,256	\$	1,130,354 \$		4,045	\$ 53,992,215		(0.11)	(952,260)	489.30	\$	53,039,955	0.94%
Executive/Administrative	39.15		8,152,769		8,512	-		-		119,374	12	7,886	8,280,655	1.57%	2.66	275,695	41.81		8,556,350	4.95%
Managerial/Professional	389.24		31,603,146		-	-		-		1,098,587	1,09	8,587	32,701,733	3.48%	(0.60)	1,154,198	388.64		33,855,931	7.13%
Classified	434.74		21,518,363		-	-		894		1,127,085	1,12	7,979	22,646,342	5.24%	(26.59)	(628,572)	408.15		22,017,770	2.32%
Teaching Assistant	-		5,381,317		-	-		-		227,804	22	7,804	5,609,121	4.23%	-	(7,064)	-		5,602,057	4.10%
Irregular Help			1,598,906		-	-		-		-		-	1,598,906			(100,570)			1,498,336	-6.29%
Total	1,352.54	\$	120,802,671	\$	307,947	\$ -	\$	15,150	\$	3,703,204 \$	4,02	6,301	\$ 124,828,972	3.33%	(24.64) \$	(258,573)	1,327.90	\$	124,570,399	3.12%

CONSENT - BAHR - SECTION II

### LEWIS-CLARK STATE COLLEGE FY2026 BUDGET OVERVIEW Appropriated Funds

### 2026 State Budget Overview

FY 2025 Base Operating Budget (excl. one-time)	\$41,780,300
Adjustments to Base from State General Funds FY 2025 State Funds Base Personnel Benefits SWCAP CEC EWA Operational Capacity Enhancement LCSC Salary Adjustment FY 2026 Base State General Funds	\$22,442,800 \$231,900 \$27,600 \$799,100 (\$102,500) \$287,900 \$387,000 \$24,073,800
Net Increase in Base State General Funds	\$1,631,000
Adjustments to Base from Endowment Funds FY 2025 Endowment Funds Normal School Endowment Fund Adjustment FY 2026 Base State Endowment Funds	\$3,636,600 <u>\$255,000</u> <b>\$3,891,600</b>
Net Increase in Endowment Funds	\$255,000
Adjustments to Base from Tuition Funds FY 2025 Tuition Base Budget FY 2026 Tuition Base Budget  Net Increase in Tuition Budget	\$15,700,900 <b>\$16,934,400</b> <b>\$1,233,500</b>
NET INCREASE IN ALL BASE FUNDS	\$3,119,500
FY 2026 All Funds Base Budget	\$44,899,800
FY 2026 Operating Budget	<u>\$44.899,800</u>
General Fund (53.62%) Normal School Endowment (8.67%) Tuition (37.72%)	\$24,073,800 \$3,891,600 \$16,934,400

The FY 2026 General Education operating budget totals \$44,899,800, an increase of \$3,119,500 over the FY 2025 operating budget of \$41,780,300. State General Fund appropriations increased by \$1,631,000 or 7.27% in ongoing funding. Change in employee compensation (CEC) accounted for \$799,100 of the increase.

Additionally, LC State received new funding of \$287,900 for the Operational Capacity Enhancement initiative. This funding will be used to begin addressing longstanding salary shortfalls as compensation is the highest priority at LC State. To go along with that, LC State received new funding of \$387,000 for instructor/assistant professor salary adjustments. This funding will be used to bring these instructional faculty salaries in line with K-12 teacher salaries. LC State saw a decrease of (\$102,500) in the enrollment workload adjustment (EWA), and an increase of \$27,600 in SWCAP. State Endowment appropriations rose by \$255,000 compared to the FY 2025 funding level. Revenue from student tuition, adjusted for estimated FY 2026 enrollment, resulted in a net increase of \$1,233,500, and is primarily allocated for the cost of CEC.

For FY 2026, the college will continue its fiscally conservative approach, taking a measured pause before filling positions as we address challenges associated with enrollment uncertainties, and rising student support and operational costs. We will strategically assess where to invest in positions to further the institution's mission. Additionally, we will keep exploring ways to increase and diversify our revenue streams through program modifications and new offerings. An example of a strategic growth initiative is our prison education program, which has contributed to maintaining stable enrollment.

Overall, the FY 2026 budget is fiscally conservative and reflects ongoing efforts to align anticipated revenue with expenses. Given uncertain enrollment and current projections, the institution has assumed flat net fee-paying enrollment from FY 2025 actuals to the FY 2026 budget. We will continue to ensure that resources are used effectively to support the education mission and meet the institution's strategic priorities.

### BUSINESS AFFAIRS AND HUMAN RESOURCES

JUNE 17-18, 2025

### **ATTACHMENT 18**

### **LEWIS-CLARK STATE COLLEGE**

Budget Distribution by Activity and Expense Class July 1, 2025 - June 30, 2026

		FY2025 Origina	l Budaet	FY2026 Origina	al Budget	Changes Prior Ye	
	_	Amount	% of Total	Amount	% of Total	Amount	% Chge
	nue by Source						
	State General Account - ongoing	\$22,442,800	53.72%	\$22,442,800	53.72%	\$0	0.00%
	State General Account - one time		0.00%		0.00%	0	0.00%
	HESF - one time		0.00%		0.00%	0	0.00%
	State Endowments	3,636,600	8.70%	3,636,600	8.70%	0	0.00%
	COVID Funds	0	0.00%	0	0.00%	0	0.00%
	Student Tuition and Fees	15,700,900	37.58% 100.00%	15,700,900 \$41,780,300	37.58% 100.00%	<del>0</del> \$0	0.00%
,	Total Operating Revenues	\$41,780,300	100.00%	\$41,70U,3UU	100.00%	Φ0	0.00%
Expe	nses						
	By Function:						
8	Instruction	\$17,147,001	41.04%	\$18,286,800	40.73%	\$1,139,799	6.65%
9	Research	77,915	0.19%	82,461	0.18%	4,546	5.83%
10	Public Service	213,090	0.51%	221,040	0.49%	7,950	3.73%
11	Library	930,941	2.23%	900,200	2.00%	(30,741)	-3.30%
12	Student Services	4,355,385	10.42%	4,771,001	10.63%	415,616	9.54%
13	Student Financial Aid	995,600	2.38%	1,006,522	2.24%	10,922	1.10%
14	Physical Plant	4,340,190	10.39%	4,640,767	10.34%	300,577	6.93%
15	Institutional Support	7,772,381	18.60%	8,525,406	18.99%	753,025	9.69%
16	Academic Support	3,953,520	9.46%	4,334,333	9.65%	380,813	9.63%
17	Auxiliaries	37,509	0.09%	38,829	0.09%	1,320	3.52%
18	Athletics	1,956,768	4.68%	2,092,441	4.66%	135,673	6.93%
19	Total Bdgt by Function	\$41,780,300	100.00%	\$44,899,800	100.00%	\$3,119,500	7.47%
20 I 21	By Expense Class: Personnel Costs:						
22	Salaries:						
23	Faculty	\$10,591,674	25.35%	\$11,316,139	25.20%	\$724,465	6.84%
24	Executive/Admin	\$1,946,217	4.66%	\$2,020,265	4.50%	74,048	3.80%
25	Managerial/Prof	\$7,761,985	18.58%	\$8,744,385	19.48%	982,400	12.66%
26	Classified	\$2,842,065	6.80%	\$2,801,945	6.24%	(40,120)	-1.41%
27	Grad Assist		0.00%		0.00%	, O	0.00%
28	Irregular Help	514,276	1.23%	523,479	1.17%	9,203	1.79%
29	Total Salaries	\$23,656,217	56.62%	\$25,406,213	56.58%	\$1,749,996	7.40%
30	Personnel Benefits	9,345,350	22.37%	10,400,497	23.16%	1,055,147	11.29%
31	Total Pers Costs	\$33,001,567	78.99%	\$35,806,710	79.75%	\$2,805,143	8.50%
32 33	Operating Expense: Travel		0.00%		0.00%	0	0.00%
34	Utilities	1,131,500	2.71%	1,163,200	2.59%	31,700	2.80%
35	Insurance	217,900	0.52%	217,900	0.49%	0	0.00%
36	Other Oper. Exp	6,980,233	16.71%	7,262,890	16.18%	282,657	4.05%
37	Total Oper. Exp	\$8,329,633	19.94%	\$8,643,990	19.25%	\$314,357	3.77%
38	Capital Outlay:	<del>\$0,020,000</del>		<u> </u>	10.2070	Ψο. 1,σο.	
39	Depart Equipment	\$86,100	0.21%	\$86,100	0.19%	0	0.00%
40	Library Acquisitions	363,000	0.87%	363,000	0.81%	0	0.00%
41	Total Cap Outlay	\$449,100	1.07%	\$449,100	1.00%	\$0	0.00%
42	Tot Bdgt by Exp Class	\$41,780,300	100.00%	\$44,899,800	100.00%	\$3,119,500	7.47%
43	One-time 27th Payroll (GF)	\$0		\$0		0	
44	One-time Capital Outlay	\$0		\$0		0	
45	Unallocated CEC + Target Positio	\$0		\$0		0	
46	Activity Total =	\$41,780,300		\$44,899,800		\$3,119,500	7.47%
47	TOTAL FTE POSITIONS	341.68		339.43		(2.25)	-0.66%
47	Budget Deficit - reserve funds	\$0		(\$3,119,500)			

### BAHR TAB 1

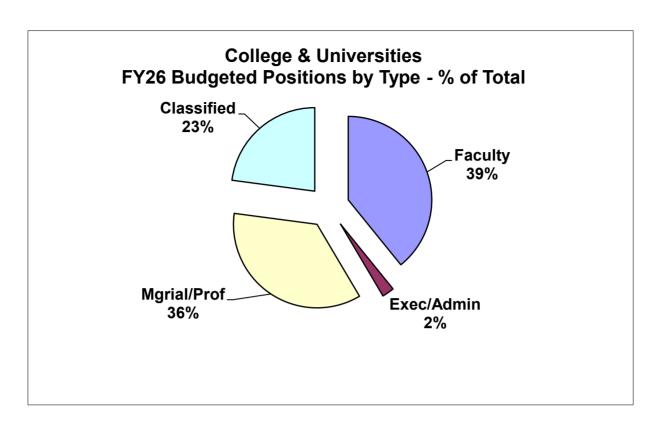
### **ATTACHMENT 19**

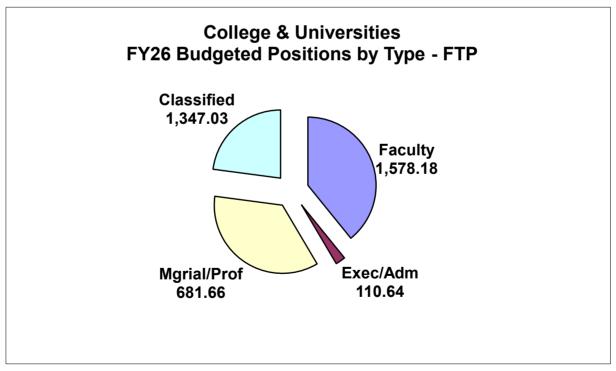
### BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025

### LEWIS-CLARK STATE COLLEGE

Summary of Salary Changes for FY2026 by Employee Group

		Existing Positions								Position Adjustments		Total	
•		FY2025		Sal	ary Adjustments		FY2026					FY2026	
Institution/Agency by Group	FTE	Salary Base	Promotion	Merit (CEC)	Equity	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary Base	
General Education													
Faculty													
Professor	39.60	3,404,154	100,890	115,440		216,330	3,620,484	6.35	10.41	862,200	50.01	4,482,684	
Associate Professor	44.62	3,211,046	18,000	68,536		86,536	3,297,582	2.69	(8.72)	(698,279)	35.90	2,599,303	
Assistant Professor	30.50	1,820,756		60,216		60,216	1,880,972	3.31	(5.00)	(234,528)	25.50	1,646,444	
Instr/Lect	17.78	1,005,450		48,077		48,077	1,053,527	4.78	2.00	383,913	19.78	1,437,440	
Part-Time Instructor	0.00	1,150,268				0	1,150,268	0.00	0.00	0	0.00	1,150,268	
Total Faculty	132.50	10,591,674	118,890	292,269	0	411,159	11,002,833	3.88	(1.31)	313,306	131.19	11,316,139	
Executive/Administrative	14.76	1,946,217	9,500	39,052		48,552	1,994,769	2.49	0.16	25,496	14.92	2,020,265	
Managerial/Professional	126.30	7,761,985	0	362,213	27,986	390,199	8,152,184	5.03	4.05	592,201	130.35	8,744,385	
Classified	68.12	2,842,065	0	151,232	2,528	153,760	2,995,825	5.41	(5.15)	(193,880)	62.97	2,801,945	
Irregular Help	0.00	514,276	0			0	514,276	0.00	0.00	9,203	0.00	523,479	
Total	341.68	23,656,217	128,390	844,766	30,514	1,003,670	24,659,887	4.24	(2.25)	746,326	339.43	25,406,213	





# COLLEGE & UNIVERSITIES Operating Budget Personnel Costs Summary July 1, 2025 - June 30, 2026

			EY2025 C	riginal Budget			FY2026 (	Original Budget	
(	Classification	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
_	BOISE STATE UNIVERSITY		Galarios	Borronto			04.4.100	Borronto	
1	Faculty	808.88	\$83,355,962	\$26,383,978	\$109,739,940	820.98	\$86,850,256	\$27,423,272	\$114,273,528
2	Executive/Administrative	29.99	6,302,494	1,681,255	7,983,749	29.68	6,301,836	1,706,272	8,008,108
3	Managerial/Professional	827.45	62,403,080	23,280,954	85,684,034	864.44	67,685,984	25,820,082	93,506,066
4	Classified	292.62	13,251,644	6,855,482	20,107,126	295.98	14,211,800	7,695,024	21,906,824
5	Irregular Help		1,274,687	114,722	1,389,409		862,445	77,620	940,065
6	Graduate Assistants		5,283,464	211,339	5,494,803		5,147,597	205,051	5,352,648
7	TOTAL	1,958.94	\$171,871,331	\$58,527,730	\$230,399,061	2,011.08	\$181,059,918	\$62,927,321	\$243,987,239
8				Number of New	Positions	52.14			
9									
10									
11 I	DAHO STATE UNIVERSITY								
12	Faculty	493.24	\$46,198,300	\$14,030,800	\$60,229,100	487.64	\$47,426,600	\$16,674,925	\$64,101,525
13	Executive/Administrative	29.83	6,076,700	2,369,900	8,446,600	29.23	6,055,600	1,662,347	7,717,947
14	Managerial/Professional	350.85	25,655,100	10,005,400	35,660,500	369.69	28,112,000	11,023,505	39,135,505
15	Classified	370.11	14,945,300	8,967,200	23,912,500	361.45	15,849,100	8,768,600	24,617,700
16	Irregular Help		4,912,300	515,800	5,428,100		5,323,900	450,936	5,774,836
17	Graduate Assistants		3,496,200	87,400	3,583,600		4,053,800	343,360	4,397,160
18	TOTAL	1,244.03	\$101,283,900	\$35,976,500	\$137,260,400	1,248.01	\$106,821,000	\$38,923,673	\$145,744,673
19				Number of New	Positions	3.98			
20									
21									
22 l	JNIVERSITY OF IDAHO								
23	Faculty	489.41	\$52,548,170	\$16,657,774	\$69,205,944	489.30	\$53,039,955	\$15,646,789	\$68,686,744
24	Executive/Administrative	39.15	8,152,769	2,950,190	11,102,959	41.81	8,556,350	2,776,452	11,332,802
25	Managerial/Professional	389.24	31,603,146	12,672,858	44,276,004	388.64	33,855,931	12,425,126	46,281,057
26	Classified	434.74	21,518,363	8,628,862	30,147,225	408.15	22,017,770	8,080,525	30,098,295
27	Irregular Help		1,598,906	161,493	1,760,399		1,498,336	157,328	1,655,664
28	Graduate Assistants		5,381,317	107,626	5,488,943		5,602,057	179,266	5,781,323
29	TOTAL	1,352.54	\$120,802,671	\$41,178,803	\$161,981,474	1,327.90	\$124,570,399	\$39,265,486	\$163,835,885
30				Number of New	Positions	(24.64)			
31						, ,			
32									
33 L	LEWIS CLARK STATE COLLEGI	E							
34	Faculty	132.50	\$10,591,674	\$3,814,652	\$14,406,326	131.19	\$11,316,139	\$4,166,260	\$15,482,399
35	Executive/Administrative	14.76	1,946,217	595,787	2,542,004	14.92	2,020,265	660,853	2,681,118
36	Managerial/Professional	126.30	7,761,985	3,334,574	11,096,559	130.35	8,744,385	3,969,756	12,714,141
37	Classified	68.12	2,842,065	1,556,418	4,398,483	62.97	2,801,945	1,555,363	4,357,308
38	Irregular Help		514,276	43,919	558,195		523,479	48,265	571,744
39	Graduate Assistants		0		0		0		0
40	TOTAL	341.68	\$23,656,217	\$9,345,350	\$33,001,567	339.43	\$25,406,213	\$10,400,497	\$35,806,710
41				Number of New	Positions	(2.25)			
42						. ,			
43									
44	TOTAL COLLEGE & UNIVERSIT	IES							
45	Faculty	1,924.03	\$192,694,106	\$60,887,204	\$253,581,310	1,929.11	\$198,632,950	\$63,911,246	\$262,544,197
46	Exec/Admin	113.73	22,478,180	7,597,132	30,075,312	115.64	22,934,051	6,805,924	29,739,976
47	Mgrial/Prof	1,693.84	127,423,311	49,293,786	176,717,097	1,753.12	138,398,300	53,238,470	191,636,769
48	Classified	1,165.59	52,557,372	26,007,962	78,565,334	1,128.55	54,880,615	26,099,512	80,980,127
49	Irregular Help	0.00	8,300,169	835,934	9,136,103	0.00	8,208,160	734,149	8,942,308
50	Graduate Assistants	0.00	14,160,981	406,365	14,567,346	0.00	14,803,454	727,677	15,531,131
51	TOTAL	4,897.19	\$417,614,119	\$145,028,383	\$562,642,502	4,926.42	\$437,857,530	\$151,516,977	\$589,374,507
52				Number of New	Positions	29.23			

### Idaho Division of Career Technical Education Appropriated Funds – FY 2026

The legislature appropriates funds to the Idaho Division of Career Technical Education (Division) for the administration and management of Idaho's career technical education The Division is responsible for secondary and postsecondary career technical education and adult programs, courses, workforce training, and other related services. Adult programs include adult education programs with Idaho correctional facilities, fire service training, hazardous material training, motorcycle training (housed at CSI), general educational development (GED), Centers for New Directions, and Workforce Training Centers at our technical colleges. Secondary programs are delivered through each of Idaho's local education agencies starting in grade 7 and going through grade 12. Pursuant to IDAPA 08.02.03 all secondary schools (middle schools/junior high schools and high schools) are required to offer career technical education. Postsecondary career technical education programs are delivered through Idaho's technical college system. The six technical colleges are house at Idaho's four community colleges and Lewis-Clark State College and Idaho State University. In addition to the programs listed, the Division is responsible for the administration of the federal Perkins V program and Adult Education programs tied to the Workforce Innovation and Opportunity Act (WIOA). Perkins V covers both secondary and postsecondary programs and makes up the bulk of the federal funding received by the Division. The Division work cooperatively with the Workforce Development Council and the Idaho Division of Vocation Rehabilitation in fulling Idaho's responsibilities under WIOA as well as administering other aspects of Idaho's career technical education system.

The Division's appropriation is divided into five budget units:

- Administration
- Secondary and General Programs
- Technical College Programs
- Educator Services
- Related Programs
- Other Services

In additional to the general funds appropriated by the legislature, the Division receives revenue for the administration of related programs from the following dedicated funds: Hazardous Materials/Waste Enforcement Fund; Miscellaneous Revenue Fund; Displaced Homemaker Fund and Motorcycle Safety Program Fund. The monies from the Hazardous Materials, Displaced Homemakers, and Motorcycle Safety are restricted in use. The Miscellaneous Revenue Funds are made up from registration fees from the Divisions annual summer conference and those monies go back into providing the annual conference.

The operating budgets for the technical colleges are derived from the general fund appropriation under technical college programs and has been 90.5% for personnel cost and 509.14 FTP with the remaining 9.5% for operating expenditures. For FY26 the

Division received an additional \$10M in Trustee/Benefits ongoing to be distributed equally to the technical colleges specifically for the use of CTE program capacity enhancements.

### **Idaho Division of Career Technical Education**

By Appropriation Unit, Account Category and Fund

	FY 2026	FY 2025	% Inc/-Dcr
EDEA - Administration			
By Account Category			
50 Personnel Costs	\$2,342,400.00	\$2,367,700.00	-1.07%
55 Operating Expenditures	\$702,600.00	\$749,200.00	-6.22%
60 Capital Outlay	\$0.00	\$15,000.00	-100.00%
Total	\$3,045,000.00	\$3,131,900.00	-2.77%
By Fund			
10000 General Fund	\$3,025,000.00	\$3,111,900.00	-2.79%
34800 Federal Grants	\$20,000.00	\$20,000.00	0.00%
Total	\$3,045,000.00	\$3,131,900.00	-2.77%
EDEB - Secondary and General			
By Account Category			
50 Personnel Costs	\$2,089,100.00	\$1,994,900.00	4.72%
55 Operating Expenditures	\$542,000.00	\$542,000.00	0.00%
60 Capital Outlay	\$0.00	\$0.00	
70 Trustee and Benefit Payments	\$23,378,800.00	\$23,018,400.00	1.57%
Total By Fund	\$26,009,900.00	\$25,555,300.00	1.78%
10000 General Fund	\$16,544,700.00	\$16,492,100.00	0.32%
32300 In Demand Career Fund	\$5,000,000.00	\$5,000,000.00	0.00%
34800 Federal Grants	\$4,440,200.00	\$4,038,200.00	9.95%
34900 Miscellaneous Revenue	\$25,000.00	\$25,000.00	0.00%
Total	\$26,009,900.00	\$25,555,300.00	1.78%
EDEC - Technical Colleges			
By Account Category			
50 Personnel Costs	\$51,846,400.00	\$49,286,800.00	5.19%
55 Operating Expenditures	\$5,200,300.00	\$5,200,300.00	0.00%
60 Capital Outlay	\$0.00	\$0.00	0.0070
70 Trustee and Benefit Payments	\$14,368,400.00	\$2,685,500.00	435.04%
Total	\$71,415,100.00	\$57,172,600.00	24.91%
By Fund	Ψ11,413,100.00	Ψ31,112,000.00	24.91/0
10000 General Fund	\$67,046,700.00	\$54,487,100.00	23.05%
32300 In Demand Career Fund	\$0.00	\$0.00	23.0370
34800 Federal Grants	\$4,368,400.00	\$2,685,500.00	62.67%
Total	\$71,415,100.00	\$57,172,600.00	24.91%
EDED - Educator Services			
By Account Category			
50 Personnel Costs	\$1,149,200.00	\$958,100.00	19.95%
55 Operating Expenditures	\$509,100.00	\$509,100.00	0.00%
60 Capital Outlay	\$0.00	\$0.00	0.0070
70 Trustee and Benefit Payments	\$702,500.00	\$702,500.00	0.00%
Total	\$2,360,800.00	\$2,169,700.00	8.81%
By Fund	Ψ2,300,000.00	ΨΖ,±ΟΘ,1ΟΟ.ΟΟ	0.01%
10000 General Fund	\$2,085,800.00	\$1,894,700.00	10.09%
34900 Miscellaneous Revenue	\$2,065,800.00	\$275,000.00	0.00%
Total	\$2,360,800.00	\$2,169,700.00	8.81%
TULAT	Φ∠,360,600.00	Φ∠,±09,700.00	0.01%

### **Idaho Division of Career Technical Education**

By Appropriation Unit, Account Category and Fund

	FY 2026	FY 2025	% Inc/-Dcr
EDEJ - Related Programs			
By Account Category			
50 Personnel Costs	\$1,176,200.00	\$1,119,100.00	5.10%
55 Operating Expenditures	\$302,600.00	\$278,100.00	8.81%
60 Capital Outlay	\$0.00	\$0.00	
70 Trustee and Benefit Payments	\$5,445,700.00	\$5,189,800.00	4.93%
Total	\$6,924,500.00	\$6,587,000.00	5.12%
By Fund			
10000 General Fund	\$3,263,900.00	\$3,168,100.00	3.02%
21800 Displaced Homemaker	\$170,000.00	\$170,000.00	0.00%
27400 Hazardous Materials	\$67,800.00	\$67,800.00	0.00%
34800 Federal Grants	\$3,407,800.00	\$3,166,100.00	7.63%
34900 Miscellaneous Revenue	\$15,000.00	\$15,000.00	0.00%
Total	\$6,924,500.00	\$6,587,000.00	5.12%
EDEK- Other Services (Continous Appropriation p By Account Category		** 400 000 00	9.994
70 Trustee and Benefit Payments  Total  By Fund	\$2,133,000.00	\$2,133,000.00	0.00%
31901 Motorcycle Safety Training Total	\$2,133,000.00	\$2,133,000.00	0.00%
All Functions			
By Account Ctegory			
50 Personnel Costs	\$58,603,300.00	\$55,726,600.00	5.16%
55 Operating Expenditures	\$7,256,600.00	\$7,278,700.00	-0.30%
60 Capital Outlay	\$0.00	\$15,000.00	-100.00%
70 Trustee and Benefit Payments	\$46,028,400.00	\$33,729,200.00	36.46%
Total	\$111,888,300.00	\$96,749,500.00	15.65%
By Fund			
10000 General Fund	\$91,966,100.00	\$79,153,900.00	16.19%
32300 In Demand Career Fund	\$5,000,000.00	\$5,000,000.00	0.00%
21800 Displaced Homemaker	\$170,000.00	\$170,000.00	0.00%
27400 Hazardous Materials	\$67,800.00	\$67,800.00	0.00%
34800 Federal Grants	\$12,236,400.00	\$9,909,800.00	23.48%
34900 Miscellaneous Revenue	\$315,000.00	\$315,000.00	0.00%
31901 Motorcycle Safety Training	\$2,133,000.00	\$2,133,000.00	0.00%
Total	\$111,888,300.00	\$96,749,500.00	15.65%
Excluding Motorcycle Safety Training	\$109,755,300.00	\$94,616,500.00	16.00%

# University of Idaho FY2026 Budget Overview Agricultural Research and Extension Service

In FY2026, the Agricultural Research and Extension Service (ARES) Appropriation increased 3.8% from the original FY2025 appropriation, including \$1,354,900 for Changes in Employee Compensation, and \$383,600 in Personnel Benefit Costs.

The Agricultural Research and Extension Service (ARES) requested and received enhancement funding for the FY26 maintenance budget. This funding, totaling \$250,100, will provide ongoing support for building maintenance costs and operations at the Center for Agriculture, Food, and Environment in Rupert.

With the support of the ARES appropriation, the University of Idaho's College of Agricultural and Life Sciences will continue to serve the needs of the citizens and stakeholders of Idaho.

# UNIVERSITY OF IDAHO AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2026 AGRICULTURAL RESEARCH AND EXTENSION SYSTEM

1	FUNDS AVAILABLE	FTE	AMOUNT			
2 3 4 5 6	FY2025 Operating Budget Base Adjustments: ARPA Base Adjustments Adjustments: Fringe Benefit	305.00	\$ \$ \$	38,499,000 (532,100) 383,600		
7 8 9 10 11	Adjustments: FTP Additions Adjustments: FTP Adjustment FY2026 Adjusted Budget Base	8.52 - 313.52	\$	38,350,500		
12 13 14	Additional Funding for FY2026 Change in Employee COmpensation CAFE Building Maintenance Cost		\$ \$	1,354,900 250,100		
15 16 17 18	Total Additional Funding Total Funds Available for FY2026	313.52	\$	1,605,000 39,955,500		
19 20	ALLOCATION OF FUNDS					
21 22 23	FY2026 Adjusted Budget Base	305.00	\$	38,350,500		
23 24 25 26 27 28 29	MCO Increases/Decreases to Budget Base Replacement items Inflationary Adjustments Benefit Costs Change in Employee Compensation		\$ \$ \$ \$	- - - 1,354,900		
30 31	Total MCO Increases/Decreases	-	\$	1,354,900		
32 33	Enhancements to Budget Base					
34 35 36	CAFE Building Maintenance Cost FTE Increase	- 8.52	\$	250,100		
37 38	Total Enhancements	8.52	\$	250,100		
39 40	Total Increases	8.52	\$	1,605,000		
41	FY2026 Operating Budget	313.52	\$	39,955,500		

BAHR TAB 1

### AGRICULTURAL RESEARCH & EXTENSION SERVICE

### **Operating Budget Personnel Costs Summary**

July 1, 2025 - June 30, 2026

ARES	FY2025 Operating Budget					FY2026 Operating Budget						
Classification	FTE	Salaries		Benefits		Total	FTE		Salaries		Benefits	Total
Faculty	167.99 \$	15,489,842	\$	4,906,031	\$	20,395,873	155.69	\$	15,246,671	\$	4,497,850	\$ 19,744,521
Executive/Administrative	2.52 \$	576,090	\$	182,620	\$	758,710	2.65	\$	576,029	\$	169,929	\$ 745,958
Managerial/Professional	42.41 \$	3,434,409	\$	1,377,198	\$	4,811,607	50.70	\$	4,087,192	\$	1,499,999	\$ 5,587,191
Classified	92.08 \$	4,671,978	\$	1,873,463	\$	6,545,441	114.82	\$	5,988,055	\$	2,197,616	\$ 8,185,671
Irregular Help	\$	404,377	\$	40,842	\$	445,219		\$	404,377	\$	40,842	\$ 445,219
Graduate Assistants	\$	507,500	\$	10,150	\$	517,650		\$	507,500	\$	16,240	\$ 523,740
TOTAL General Fund	305.00	\$25,084,195		\$8,390,305		\$33,474,500	323.86		\$26,809,824		\$8,422,476	\$35,232,300
	Personnel Cost per FY2025 General Fund					\$33,474,500	Personne	el C	ost per FY202	26 G	General Fund	\$35,232,300
				Variation		\$0					Variation	\$0

### ATTACHMENT 27

### **HEALTH EDUCATION PROGRAMS**

### **FY 2026 Operating Budget**

1		FY 2025 BUDGET	FY 2026 BUDGET	PERCENT of CHANGE
2 <b>By</b>	Program:			
3	Boise Internal Medicine Residency	1,231,000	1,291,000	4.87%
4	Eastern Idaho Medical Residencies	3,005,000	3,245,000	7.99%
5	Family Medicine Residencies	7,510,600	8,170,200	8.78%
6	Idaho Dental Education Program	2,244,400	2,363,100	5.29%
7	Psychiatry Residency	837,800	837,800	0.00%
8	University of Utah Medical Education	2,964,200	3,170,600	6.96%
9	WIMU Veterinary Education	2,893,300	2,931,500	1.32%
10	WWAMI Medical Education	7,518,400	7,794,800	3.68%
11	Total Programs	28,204,700	29,804,000	5.67%
12 <b>By</b>	Fund Source:			
13	General Fund	27,830,000	29,419,500	5.71%
14	Student Fee Revenue	374,700	384,500	2.62%
15	Total Funds	28,204,700	29,804,000	5.67%
16 <b>Bv</b>	Expenditure Classification:			
10 <b>2</b> 3	Personnel Costs	5,842,700	6,203,400	6.17%
18	Operating Expenditures	2,893,000	2,898,700	0.20%
19	Capital Outlay	5,500	5,500	0.00%
20	Trustee & Benefits	19,463,500	20,696,400	6.33%
21	Lump Sum	0	0	0.00%
22	Total Expenditures	28,204,700	29,804,000	5.67%
23 <b>Ful</b>	Time Position	46.65	48.65	4.29%

### 24 Budget Overview

The FY 2026 budget for Health Education Programs reflects a 5.67% increase, including contract inflation totaling \$198.1K, a change in employee compensation (CEC) for all employees of \$1.55 per employee, and a increase in health insurance of \$1,300 to \$14.3K annually. Enhancements included \$60K for a new Internal Medicine Resident at Boise Internal Medicine and \$240K for four new residents at Eastern Idaho Regional Medical Center. Family Medicine Residencies (FMR) received \$420K for one new fellowship at Family Medicine Residencies Boise, six new residents at Family Medicine Residencies Mountain States Institute of Graduate Medical Education and Research, one new resident at Boise Internal Medicine and four new residents at Eastern Idaho Regional Medical Center. Idaho State University Family Medicine Residencies received 2 FTP and \$120.5K for residents in Pocatello, Burley, and Rupert. Idaho Dental Education Program recieved \$54K for an additional dental student. University of Utah Medical Education received \$60K for a Child Psychiatry Resident Seat.

### **SPECIAL PROGRAMS**

FY 2026 Operating Budget

1		FY 2025 BUDGET	FY 2026 BUDGET	PERCENT of CHANGE
2 <b>By</b>	Program:			
3	Forest Utilization Research	1,652,600	1,739,800	5.28%
4	Geological Survey	1,336,100	1,412,400	5.71%
5	Scholarships and Grants:			
6	Idaho Promise Scholarship - A			0.00%
7	Atwell Parry Work Study Program	1,186,000	1,186,000	0.00%
8	Rural Educator Incentive Program	2,775,000	4,125,000	48.65%
9	Armed Forces/Public Safety Officers	200,000	200,000	0.00%
10	Scholarships Program Manager	105,300	113,300	7.60%
11	Opportunity Scholarship	20,777,300	20,777,300	0.00%
12	Postsecondary Credit Scholarship	1,000,000	0	0.00%
13	GEARUP Scholarship	4,505,100	4,530,700	0.57%
14	Total Scholarships and Grants	30,548,700	30,932,300	1.26%
15	Museum of Natural History	748,700	796,200	6.34%
16	Small Business Development Centers	1,101,600	1,157,900	5.11%
17	TechHelp	443,700	461,100	3.92%
18	Total Programs	35,831,400	36,499,700	1.87%
19 <b>By</b>	Fund Source:			
20	General Fund	30,083,600	31,746,100	5.53%
21	Miscellaneous Funds	1,000,000	-	0.00%
22	Federal Funds	4,747,800	4,753,600	0.12%
23	Total Funds	35,831,400	36,499,700	1.87%
24 <b>By</b>	Expenditure Classification:			
25	Personnel Costs	5,068,400	5,356,100	5.68%
26	Operating Expenditures	345,100	350,700	1.62%
27	Capital Outlay	0		0.00%
28	Trustee/Benefit or Lump Sum Payments	30,417,900	30,792,900	1.23%
29	Total Expenditures	35,831,400	36,499,700	1.87%
30 Ful	I Time Position	50.07	50.34	0.54%

#### **Budget Overview**

The FY 2026 budget for Special Programs reflects a 1.87% increase including a change in employee compensation (CEC) for all employees at \$1.55 per employee, and an increase in health insurance from of \$1,300 to \$14,300 annually. Forest Utilization Research received \$19.5K and .14 FTE for a the Workforce Development Manager, Idaho Geological Survey received \$12.8K to fund .13 FTE for a the Database Manager, Museum of Natural History received \$5.6K for the Idaho Mobile Museum, and Scholarship and Grants received an additional \$1,375KK for the Rural Educator Incentive program.

### FY2026 AGENCY CAPITAL PROJECT RECOMMENDATIONS

AGENCY/INSTITUTION		PREVIOUSLY PROVIDED FUNDING	PBFAC RECOMMEND	CURRENT AGENCY REQUESTS	AGENCY FUNDS	TOTAL PROJECT COST	AGENCY PRIORITY
AGRICULTURE, DEPARTMENT OF							
Main Building Secure Lobby	-			228,000		228,000	1
	TOTAL	0	0	228,000	0	228,000	
CORRECTION, DEPARTMENT OF							
ISCI Intake Bldg				2,200,000		2,200,000	1
ICIO Multiuse Center				7,000,000		7,000,000	2
TVCRC Dormitory				10,000,000		10,000,000	3
NICI Unit 1 Dormitory Replacement				15,000,000		15,000,000	
SBC Food Warehouse Storage Facility	TOTAL	0	0	2,182,950 36,382,950	0	2,182,950 36,382,950	
	IOIAL	U	O	30,302,930	U	30,302,930	
LANDS, DEPARTMENT OF							
Ponderosa Sup. Area Office Upgrade / Expansion	-		6,500,000	6,500,000		6,500,000	1
	TOTAL	0	6,500,000	6,500,000	0	6,500,000	
MILITARY, DIVISION OF							
Bonneville Co. RC Utilities Installation			5,560,000	5,560,000		5,560,000	1
Bldg 950 / 951 Bldg Design	. <u>-</u>			600,000		600,000	2
	TOTAL	0	5,560,000	6,160,000	0	6,160,000	
PARKS AND RECREATION, DEPARTMENT OF							
Harriman SP New Welcome Center				6,000,000		6,000,000	1
Round Lake SP New Welcome Center				2,500,000		2,500,000	2
Massacre Rocks SP Visitor Center Renovation				1,000,000		1,000,000	3
Bruneau Dunes SP Visitor Center Renovation				1,000,000		1,000,000	4
Lake Walcott SP New Admin Support Bldg	TOTAL	0		500,000	0	500,000	5
	TOTAL	0	0	11,000,000	0	11,000,000	
POLICE, IDAHO STATE							
Dist 2 HQ Bldg (DPW Project No. 24510)		9,975,000	5,525,000	3,171,114		15,500,000	1
Meridian Campus HQ Warehouse Expansion				640,340		640,340	2
Meridian Campus HQ Catch Basin Upgrades		00 000 000		297,966		297,966	
Combined Labs Ph 2 (DPW Project No. 22513)	TOTAL	29,000,000 38,975,000	5,525,000	49,463,433 53,572,853	0	78,463,433 94,901,739	
		,	-,,	,		.,,	
PUBLIC SAFETY COMMUNICATIONS							
Davis Mtn Comm Site Infrastructure Upgrade				75,000		75,000	1
Chinese Peak Comm Site Infrastructure Upgrade Pilot Peak Comm Site Infrastructure Upgrade				85,000 120,000		85,000 120,000	2 3
Howard Mtn Comm Site Infrastructure Upgrade				120,000		120,000	4
	TOTAL	0	0	400,000	0	400,000	-
\/							
VETERANS SERVICES, DIVISION OF Boise Cemetery Memorial Road Edging / New Access	Move to Alt	teration & Repair		600,000		600,000	1
Boise definition without road Edging / New Access	TOTAL	0	0	600,000	0	600,000	. '
EDUCATION, STATE BOARD OF							
BOISE STATE UNIVERSITY				_			
MCMR (Bldg 393) 3rd Flr Labs Buildout			2,500,000	3,750,000	500,000	3,000,000	1
Riverfront Hall (Bldg 034) Remodel	SUBTOTAL	0	2,500,000	15,000,000 18,750,000	10,000,000		2
	OODIOTAL	O	2,300,000	10,730,000	10,500,000	20,000,000	
IDAHO STATE UNIVERSITY							
Life Sciences Complex (ISU Revision received 10/31/24)			14,000,000	14,000,000		141,770,000	1
	SUBTOTAL	0	14,000,000	14,000,000	113,770,000	141,770,000	
UNIVERSITY OF IDAHO							
Joint Military Science & Veterans Assistance Center			8,000,000	8,000,000	7,840,000	15,840,000	1
Broadband Infrastructure Security & Resiliency Improvement	ents		, , , , , ,	12,250,000	5,000,000		2
Science & Engineering Research Complex				100,000,000		100,000,000	3
	SUBTOTAL	0	8,000,000	120,250,000	12,840,000	133,090,000	

COLLEGE OF EASTERN IDAHO Sessions Bldg Welding Program Remodel	SUBTOTAL	0	0	1,324,000 1,324,000	0	1,324,000 1,324,000	1
COLLEGE OF SOUTHERN IDAHO Shields Academic Bldg Renovation	SUBTOTAL	0	0	25,000,000 25,000,000	0	25,000,000 25,000,000	1
COLLEGE OF WESTERN IDAHO CWI Boise Campus, Ph 1 Health Sci Bldg 2nd Flr Shell & Core Space Health Sci Bldg, Ph 2	SUBTOTAL	0	0	10,000,000 2,850,000 8,000,000 20,850,000	20,000,000 150,000 2,000,000 22,150,000	30,000,000 3,000,000 10,000,000 43,000,000	1 2 3
LEWIS-CLARK STATE COLLEGE  Mechanical-Technical Bldg HVAC Upgrades (Move to De Sam Glenn Complex Remodel	ferred Maint)  SUBTOTAL	0	0	5,568,000 8,350,000 13,918,000	0	0 8,350,000 8,350,000	1 2
NORTH IDAHO COLLEGE POST EVOC Track & Facility	SUBTOTAL	0	0	11,700,000 11,700,000	1,000,000	12,700,000 12,700,000	1
IDAHO EDUCATIONAL SERVICES FOR THE DEAF AND B Backup Generation System Move to Alteration & Re		0	0	1,400,000 1,400,000	0	1,400,000 1,400,000	1
TOTAL FY26 CAPITA	I DEOUESTS	TOTAL SBE: 38,975,000	24,500,000		160.260.000	550 906 690	
TOTAL FT26 CAPITA	L KEWUES15	30,973,000	42,000,000	342,033,003	100,200,000	330,000,009	

#### **SUBJECT**

Agency Heads Compensation and Chief Executive Officers Contract Terms

### APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.E.2.d. and e.

Idaho Code §§ 33-102A, 33-2205, 33-2303, 33-2806, 33-3006, 33-3106, and 33-4005

### **BACKGROUND/DISCUSSION**

On April 28, 2025, the Governor's Office communicated to Agency Heads regarding Annual Performance Evaluations. The review process was described to be two (2) parts:

- 1) A self-evaluation form for Agency Heads to review their key accomplishments during the 2024-2025 review period and propose strategic goals for the upcoming review period.
- 2) A performance evaluation form for the Governor's Office staff to evaluate the Agency Head's performance and to establish strategic goals for the upcoming review period.

The evaluation timeline was as follows:

- Self-evaluations were to be completed by May 9, 2025. Agency Heads were instructed to access the self-evaluation form and complete their key accomplishments and proposed strategic goals for the upcoming review period, in consultation with their Board chair as appropriate.
- Governor's Office staff were to review the self-evaluation forms, complete their performance evaluation, and finalize the strategic goals for the upcoming review period, in consultation with the Agency Heads by May 30, 2025.
- Governor's Office staff were to meet with the Agency Heads to deliver their final performance evaluations by no later than June 20, 2025.

Agency Heads' salaries are entered into the state payroll system based on the equivalent hourly amount. The Board's consideration of salary changes at this time will allow for any approved changes to be entered into the state payroll system prior to the start of the payroll fiscal year.

Contracts for the presidents of Boise State University, Idaho State University, Lewis-Clark State College, and the University of Idaho are established by the State Board of Education pursuant to Board Policy I.E.2.e.i, which provides that "Each chief executive officer's annual compensation shall be set and approved by the Board." The Board will be conducting annual reviews of the four (4)

college/university presidents on June 17, 2025, and recommendations will be presented at the regularly scheduled Board meeting on June 17-18, 2025.

### **IMPACT**

Approval of the proposed salaries will allow staff to enter the salaries for FY 2026 into the state payroll system.

### STAFF COMMENTS AND RECOMMENDATIONS

Board Policy I.E.2.d. provides that "Agency Heads are evaluated by the Executive Director annually, who makes recommendations to the Board with respect to compensation and employment actions. Final decisions with respect to compensation and employment actions with regard to chief executive officers are made by the Board."

Agency heads under the Board are evaluated and their compensation is set annually by the Governor's Office. Agency head evaluation ratings and compensation were made available by the Governor's office.

Institution chief executive officer annual personnel reviews were conducted on June 17<sup>th</sup> by the Board along with proposed salary increases and updated contract terms.

BOAF		hourly rate of \$ (and the first factors are not seen to be seen the first factors and the first factors are not seen to be seen					
	Moved by	_Seconded by	_ Carried Yes	No			
	AND						
		annual salary of \$ <b>TY</b> , retroactively effective o		POSITION at			
	Moved by	Seconded by	_ Carried Yes	No			
	I move to approve an amendment to extend <b>NAME</b> contract as <b>POSITION COLLEGE/UNIVERSITY</b> for <b>DURATION</b> , and for the parties to execute th <b>NUMBER</b> amendment to their contract.						
	Moved by	Seconded by	_ Carried Yes	No			

### **IDAHO STATE UNIVERSITY**

### SUBJECT

Reimbursement Resolution, Life Sciences Building

#### REFERENCE

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1, V.K.3.a. and d. and V.F.

### BACKGROUND/DISCUSSION

August 2024 Idaho State Board of Education (Board) approved

Idaho State University FY2026 Six-Year Capital

Improvement Plan

February 2025 Idaho State Board of Education (Board) approved

Planning and Design for the Life Science Building

#### **IMPACT**

The University is utilizing \$14M awarded from the Permanent Building Fund for project planning and design while it seeks philanthropic support and a bond issuance to cover construction costs. The University will present a comprehensive financing plan to the Board for approval once project scoping is completed.

Upon the recommendation of bond counsel, the University seeks a resolution of the Board in the form of Attachment 1 authorizing the University to reimburse construction and other qualified expenses approved by the Board and incurred by the University prior to the receipt of bond proceeds.

#### **ATTACHMENTS**

Attachment 1 – Reimbursement Resolution

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

The proposed reimbursement resolution preserves Idaho State University's ability to recover eligible project costs incurred before future bond proceeds are received. The resolution does not obligate the Board to issue bonds but enables reimbursement flexibility for ISU.

ISU's Life Sciences Building was included in the Board-approved FY2026 Six-Year Capital Improvement Plan, and the planning and design phase is already underway with support from the Permanent Building Fund.

Board staff recommends approval.

### **BOARD ACTION**

I move to approve the request by Idaho State University for authority to use future bond proceeds to reimburse construction expenditures for the Life Sciences Building, and further approve the Resolution of the Idaho State Board of Education regarding the same, as set forth in Attachment 1 to the materials submitted to the Board.

Roll call vote required:					
Moved by	Seconded by	Carried Yes_	No		

### REIMBURSEMENT RESOLUTION OF THE BOARD OF TRUSTEES OF IDAHO STATE UNIVERSITY

[Official Intent pursuant to Section 1.150-2, Code of Federal Regulations]

WHEREAS, Idaho State University (the "University") is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho;

WHEREAS, the Idaho State Board of Education (the "Board"), at its February [19/20], 2025 regular meeting and acting in its capacity as the Board of Trustees of the University, approved various improvements and renovations to the University's campus, including construction of a new Life Science Building (collectively, the "Project");

WHEREAS, the University has incurred expenditures and expects to incur further expenditures related to the Project;

WHEREAS, the Board is authorized pursuant to the Constitution of the State of Idaho, title 33, chapter 38, Idaho Code (collectively, the "Act") to issue bonds to finance or refinance "projects" as defined in the Act;

WHEREAS, Section 1.150-2 of the Code of Federal Regulations (the "Regulations") authorizes issuers of tax-exempt obligations to reimburse certain Project expenditures (the "Reimbursable Expenditures") with proceeds of later issued tax-exempt obligations so long as the issuer evidences an official intent in accordance with the Regulations;

WHEREAS, the University intends to seek approval of the Board to issue taxexempt revenue bonds to finance all or a portion of the Project (the "Bonds");

WHEREAS, the University reasonably intends to reimburse itself for such prior expenditures on the Project (the "Reimbursable Expenditures") with the proceeds of the Bonds; and

WHEREAS, the University expects such reimbursement to occur not later than 18 months after the later of the (i) the date of the Reimbursable Expenditures, or (ii) the date the Project is placed in service, but no later than three years after the date of the Reimbursable Expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Idaho State University, as follows:

<u>Section 1</u>. The purpose of this Resolution is to permit the University to reimburse itself for prior expenditures relating to the Project from the proceeds of the Bonds.

<u>Section 2</u>. The University has incurred expenditures and intends to incur further expenditures with respect to the Project prior to the issuance of the Bonds and reasonably expects to reimburse those expenditures from the proceeds of the issuance of the Bonds.

<u>Section 3</u>. The maximum principal amount of the Bonds expected to be issued to finance the Project is not to exceed \$100,000,000.

Section 4. This declaration of official intention is made pursuant to Section 1.150-2 of the Regulations. Under the Regulations, the University may reimburse capital expenditures incurred up to 60 days prior to the date hereof.

Section 5. The trustees of the Board and the officers of the University are hereby authorized and directed, for and in the name and on behalf of the University to take any and all actions and execute, acknowledge and deliver any and all agreements, instruments or other documents and revisions or corrections thereof and amendments thereto, as may in their discretion be deemed necessary or desirable to carry out the terms, provisions and intent of this Resolution.

ADOPTED AND APPROVED this [17/18] day of June, 2025.

BOARD OF TRUSTEES OF IDAHO STATE UNIVERSITY

	By:	
	President	
(SEAL)		
Attest:		
By		

#### **UNIVERSITY OF IDAHO**

### **SUBJECT**

Authorization for Additional Interim Financing Note

#### REFERENCE

November 21, 2024 The project was approved and interim financing

was introduced

December 18, 2024 Interim financing for the University's housing

project was approved

December 20, 2024 Interim Note was issued by the University (the

"Series 2024 Note")

### APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F. Idaho Code §33-3804 and §33-3805

#### BACKGROUND/DISCUSSION

The University of Idaho ("University") requests The Board of Regents of the University of Idaho's approval to issue a note for additional interim financing pursuant to a Supplemental Resolution authorizing the aggregate principal amount not to exceed \$25 million (the "Series 2025 Note"). The Series 2025 Note will provide additional interim financing for all or a portion of the costs of (i) acquisition and construction, renovation and/or redevelopment of the University's existing student housing facilities, including Wallace Residence Center and Theophilius Tower, (ii) development of approximately 400 apartment beds to be used for graduate and family housing, including a community building on the South Hill, (collectively, the "Housing Project") and (iii) payment of costs of issuance related to the Series 2025 Note.

The University is seeking approval to issue the Series 2025 Note to allow the Housing Project to continue moving forward while providing the greatest amount of flexibility to enter the public market for purposes of issuing long-term debt at the most opportune time.

The University intends to issue general revenue bonds in 2025 (the "Bonds") to (i) refinance the Series 2024 Note, (ii) refinance the Series 2025 Note, if issued, (iii) finance additional components of the Housing Project, (iv) fund capitalized interest, and (v) pay the cost of issuance of the Bonds.

### **Principal Amount**

Total not to exceed \$25 million

### Amortization Plan

The Series 2025 Note will have a final maturity no later than January 1, 2026.

BAHR TAB 04

### **Interest Rates**

Interest rates for the Series 2025 Note will not exceed 6%.

### Source of Security

The Series 2025 Note is secured by a general revenue pledge of the University on a parity with all other University bonds, excluding general account appropriated funds, or restricted grants, contract revenues, gifts and scholarships.

### Manner of Sale

The Series 2025 Note will be purchased by Wells Fargo Municipal Capital Strategies, LLC.

### Ratings

The Series 2025 Note will be unrated.

The University's current rating is 'A' by S&P Global Ratings. (see rating report, Attachment 2).

The University intends to seek a rating from S&P on the 2025 Bonds.

The University's current rating is "A1" with a rating under review for downgrade by Moody's Investor Service. (see rating report and press release, Attachment 3).

#### **IMPACT**

The University's debt burden ratio (Policy V.F.4.c) is 2.31% as of June 30, 2024 and is estimated to be 2.37% upon issuance of the Series 2025 Note. The principal amount of the Series 2025 Note is expected to be refunded with the long-term financing within one year. Therefore, only the interest portion of the Series 2025 Note is included in the debt service ratio calculation.

#### **ATTACHMENTS**

Attachment 1 - Supplemental Resolution

Attachment 2 - 2024 Credit Report

Attachment 3 - 2022 Credit Report, 2024 Press Release

Attachment 4 - Debt Service Projection

Attachment 5 - Ten Year Debt Projection

### STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho (UI) is requesting Board approval to issue a Series 2025 Interim Note in an amount not to exceed \$25 million to keep the student-housing modernization project on schedule until long-term bonds are brought to market.

Purpose & timing: Proceeds will bridge-finance continued construction and renovation of Wallace Residence Center, Theophilius Tower, and development of 400 new graduate and family-housing beds and a community building on

South Hill. The Note allows work to proceed while UI positions a larger 2025 Bond Issue for optimal market conditions.

Maximum size & maturity: The amount is capped at \$25 million with a final maturity no later than January 1, 2026. This is well under the three (3) year limit for interim financing and synchronized with the anticipated bond issuance.

Interest-rate cap: The not-to-exceed rate of six (6) percent limits exposure to rate volatility during the short placement period.

Security & parity pledge: The Note will be secured by UI's general revenue pledge on parity with existing system bonds, excluding state appropriations and restricted monies, consistent with prior Board approvals.

Sale method & purchaser: Direct placement with Wells Fargo Municipal Capital Strategies provides execution certainty, low issuance costs, and flexibility to prepay when the 2025 Bonds are issued.

Credit considerations: The Note will be unrated, which is common practice for privately placed interim debt. UI maintains long-term ratings of "A" (S&P) and "A1" (Moody's, on review). Those ratings, and refinancing of the note, will be addressed in conjunction with the forthcoming bond issue.

Debt capacity: Because the Note will be outstanding for roughly one year, only interest payments are included in the debt-burden calculation. The ratio rises modestly from 2.31 percent to 2.37 percent, which is well below the 8 percent policy guideline. Cashflow projections (Attachments 4 and 5) indicate ample capacity to cover interim interest and future bond debt service from housing revenues.

The requested Series 2025 Interim Note provides necessary project liquidity at a prudent cost and leaves UI's overall debt profile within acceptable limits.

Board staff recommends approval.

### **BOARD ACTION**

I move to approve a Supplemental Resolution for issuance of the Series 2025 Note, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho Authorizing the Issuance of its Series 2025 Note; Delegating Authority to Approve the Terms and Provisions of the Series 2025 Note and the Principal Amount up to \$25,000,000; Authorizing the Execution and Delivery of a Note Purchase Contract and Series 2025 Note; and

Providing for Other Matters Relating to the Authorization, Issuance, Sale and Payment of the Series 2025 Note.

Roll call vote is r	equired.			
Moved by	Seconded by	Carried Yes	No	

### SUPPLEMENTAL RESOLUTION

Authorizing the Issuance and Providing for the Sale of

# THE REGENTS OF THE UNIVERSITY OF IDAHO GENERAL REVENUE NOTE, SERIES 2025

Adopted June [17/18], 2025

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Exhibit A – Form of Series 2025 Note

Exhibit B – Form of Delegation Certificate

#### SUPPLEMENTAL RESOLUTION

A Supplemental Resolution of the Regents of The University of Idaho Authorizing the Issuance and Providing for the Sale of its General Revenue Note, Series 2025; Delegating Authority to Approve the Terms and Provisions of the Series 2025 Note and the Principal Amount of the Series 2025 Note up to \$25,000,000; and Providing for Other Matters Relating to the Authorization, Issuance, Sale and Payment of the Series 2025 Note.

\* \* \* \* \* \*

WHEREAS, the University of Idaho (the "University") is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho;

WHEREAS, the Regents of the University of Idaho (the "Regents") are authorized, pursuant to the Educational Institutions Act of 1935, the same being Chapter 38, Title 33, Idaho Code, (the "Act"), and the Constitution of the State of Idaho, to issue bonds to finance "projects" as defined in said Act;

WHEREAS, on November 22, 1991, the Regents adopted a Resolution, which has been subsequently amended, supplemented, and restated from time to time (as amended, supplemented, collectively, the "Resolution");

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue, and has issued from time to time, various series of Additional Bonds authorized under Supplemental Resolutions, upon compliance with the requirements of Section 7.2 of the Resolution;

WHEREAS, on May 2, 2024, the Regents approved the initial design and development phases of certain University housing improvements, as further described below;

WHEREAS, on November 21, 2024, the Regents approved the acquisition and construction, renovation and/or redevelopment of the University's existing student housing facilities, including Wallace Residence Center and Theophilius Tower, and development of additional apartment beds to be used for graduate and family housing, including a community building on the South Hill (collectively, the "Housing Project");

WHEREAS, the Regents have determined, pursuant to Section 33-3805, Idaho Code, that it is both necessary and economically feasible for the University to finance all or a portion of the Housing Project;

WHEREAS, the Regents issued a note to Wells Fargo Municipal Capital Strategies, LLC on December 20, 2024 (the "Series 2024 Note"), the proceeds of which provided interim financing for the Housing Project and which matures no later than December 20, 2025;



WHEREAS, to provide additional financing for the Housing Project and to pay the Costs of Issuance therefore, prior to issuing long term debt, the Regents desire to authorize the issuance of its General Revenue Note, Series 2025 (the "Series 2025 Note"); and

WHEREAS, pursuant to Section 57-235, Idaho Code, the Regents desire to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the Series 2025 Note and other matters.

NOW, THEREFORE, BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF IDAHO AS FOLLOWS:

#### ARTICLE I DEFINITIONS

#### Section 101. Definitions.

- (a) Certain terms are defined in the preambles hereto. Except as provided in the preambles and subparagraph (b) of this Section, all capitalized terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.
- (b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:
- "**Bond Register**" means the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Series 2025 Note.
- "Code" means the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.
- "**Delegated Officer**" means the Vice President for Finance and Bursar or the President of the University.
- "**Delegation Certificate**" means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officer to approve the final terms and provisions of the Series 2025 Note upon the sale thereof, substantially in the form of **Exhibit B** hereto.
- "Municipal Advisor" means PFM Financial Advisors LLC, or its successors in functions, as hereafter designated with respect to the Series 2025 Note.
- "Note Purchase Contract" means the Note Purchase Contract between the Regents and the Purchaser in substantially the form authorized in Section 204 herein, setting forth the terms and conditions of the sale of the Series 2025 Note, the final version of which will be presented to the Delegated Officer of the University for approval and execution upon sale of the Series 2025 Note.



"Registered Owner(s)" means the owners of the Series 2025 Note issued hereunder, originally, the Purchaser, whose ownership is recorded under the system of registration maintained by the Trustee, as described in Section 209 hereof.

"Regulations" means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

"Resolution" means the Resolution adopted by the Regents on November 22, 1991, as previously amended and supplemented, and as supplemented by this Supplemental Resolution.

"Purchaser" means Wells Fargo Municipal Capital Strategies, LLC.

"Supplemental Resolution" means this Supplemental Resolution adopted by the Regents on June [17/18], 2025, authorizing the issuance and providing for the sale of the Series 2025 Note; delegating authority to approve the terms and provisions of the Series 2025 Note and the principal amount thereof; and providing for other matters relating to the authorization issuance, sale and payment of the Series 2025 Note.

"**Trustee**" means Computershare Trust Company, N.A., and its successors and permitted assigns under the Resolution, as paying agent, trustee, and registrar for the Series 2025 Note.

"2025 Costs of Issuance Account" means the account created pursuant to Section 301 of this Supplemental Resolution, to be established, held and administered by the University, from which the Costs of Issuance of the Series 2025 Note shall be paid by or on behalf of the University.

[Remainder of page intentionally left blank.]



**Section 102. Authority for Supplemental Resolution**. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

**Section 103. Effective Date**. This Supplemental Resolution contemplates the issuance and sale of the Series 2025 Note through a delegation of authority as provided in Section 205 hereof. Unless the context clearly indicates otherwise – for example, the provisions of Section 204(a) through Section 204(d) take effect upon adoption of this Supplemental Resolution – this Supplemental Resolution shall not take effect and no provision thereof shall be binding upon the University unless and until the Series 2025 Note is sold and issued.

#### ARTICLE II AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2025 NOTE

Section 201. Authorization of Series 2025 Note, Principal Amounts, Designation and Series; Confirmation of Pledged Revenues. In order to provide sufficient funds to finance a portion of the Housing Project on an interim basis, and in accordance with and subject to the terms, conditions and limitations established in the Resolution, as previously amended and as amended by this Supplemental Resolution, a series of "Additional Bonds," as such term is defined therein, is hereby authorized to be issued in the aggregate principal amount of up to \$25,000,000 and shall be designated "General Revenue Note, Series 2025."

The Series 2025 Note is secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution equally and ratably with Bonds of the University previously issued under the Resolution.

**Section 202. Finding and Purpose**. The Regents hereby find, determine and declare:

- (a) pursuant to Section 33-3805, Idaho Code, the Housing Project is desirable and necessary for the proper operation of the University and is economically feasible; and
- (b) the applicable requirements of Article VII of the Resolution relating to issuance of Additional Bonds will have been complied with upon the delivery of the Series 2025 Note.

**Section 203. Issue Date**. The Series 2025 Note shall be dated the date of original delivery.

### Section 204. Authorization of Actions Preliminary to Sale of Series 2025 Note.

- (a) The Regents desire to sell the Series 2025 Note at a private sale to the Purchaser, all in accordance with the Act.
- (b) The Regents ratify the appointment and engagement of the Municipal Advisor for the issuance and sale of the Series 2025 Note.

**BAHR** SUPPLEMENTAL RESOLUTION - 4

- (c) The Regents specifically note there were no offering documents offered to the public and the Purchaser shall certify it had access to such financial and other information concerning the University and certify it is an accredited investor under the Securities Act of 1933, as amended.
- (d) The Regents shall enter into a Note Purchase Contract to provide for the terms and provisions of the sale of the Series 2025 Note, with such terms specifically identified in the Delegation Certificate upon sale of the Series 2025 Note, as shall be approved by the Delegated Officer. Upon the sale of the Series 2025 Note, the Delegated Officer is hereby authorized to execute and deliver the Note Purchase Contract to the selected purchaser. The Delegated Officer is authorized to do or perform all such acts as may be necessary or advisable to comply with the Note Purchase Contract and to carry the same into effect.

### Section 205. Sale of Series 2025 Note and Related Documents; Delegation Authority.

- (a) Pursuant to Section 57-235, Idaho Code, as amended, the Regents hereby delegate to the Delegated Officer the power to make the following determinations on the date of sale of the Series 2025 Note without any requirement that the members of the Regents meet to approve such determinations, but subject to the limitations provided:
- (i) The rate of interest to be borne by the Series 2025 Note, provided that the initial true interest cost of the Series 2025 Note, as certified by the Municipal Advisor, shall not exceed six percent (6.00%); provided that the interest rate on the Series 2025 Note shall be subject to adjustment to a step-up rate and/or a taxable rate as set forth in the Series 2025 Note.
- (ii) The principal amount of the Series 2025 Note, provided the aggregate principal amount of the Series 2025 Note shall not exceed \$25,000,000.
- (iii) The final maturity of the Series 2025 Note, provided that the final maturity date shall not exceed twelve (12) months from the date of issuance.
  - (iv) The price at which the Series 2025 Note will be sold.
- (v) The dates, if any, on which, and the prices at which, the Series 2025 Note will be subject to prepayment.
- (b) Upon the sale of the Series 2025 Note, the Delegated Officers shall execute a Delegation Certificate substantially in the form attached hereto as Exhibit B reflecting the final terms and provisions of the Series 2025 Note and certifying that the final terms and provisions of the Series 2025 Note are consistent with, not in excess of, and no less favorable than the terms set forth in subparagraph (a) above.

**BAHR** SUPPLEMENTAL RESOLUTION - 5

**Section 206. Form of Series 2025 Note**. The form of the Series 2025 Note is attached to this Supplemental Resolution as <u>Exhibit A</u> and is incorporated herein by this reference, and approved with such revisions and designations as required pursuant to the terms of sale thereof.

Section 207. Execution and Delivery of Series 2025 Note. The Series 2025 Note shall be manually executed on behalf of the University by the President of the Regents, countersigned by the Bursar of the University, and attested by the Secretary to the Regents. The Series 2025 Note shall be delivered to the Purchaser thereof upon compliance with the provisions of the Note Purchase Contract and Section 3.2 of the Resolution.

Section 208. Prepayment of Series 2025 Note Prior to Maturity. Upon the sale of the Series 2025 Note, the Series 2025 Note will be subject to prepayment pursuant to the terms of the thereof and the Note Purchase Contract, as approved by the Delegated Officer in the Delegation Certificate.

- (a) Intentionally omitted.
- (b) <u>Notice of Prepayment.</u> The Resolution requires the Trustee to give notice of any prepayment of the Series 2025 Note not less than 35 days nor more than 60 days prior to the prepayment date, by first class mail, postage prepaid, addressed to the Registered Owners of such Series 2025 Note.

**Section 209. System of Registration**. The Series 2025 Note shall initially be registered in the name of the Purchaser, and each Registered Owner will receive a certificate representing its interest in the Series 2025 Note, which shall be transferred only in accordance the terms thereof, and with the Regent's System of Registration, which is hereby established for the 2024 Note in accordance with the Registered Public Obligations Act, Chapter 9, Title 57, Idaho Code.

So long as the Series 2025 Note is registered in the name of the Purchaser, all payments with respect to principal of, premium, if any, and interest on the Series 2025 Note and all notices with respect to the Series 2025 Note shall be made and given in the manner provided in the Series 2025 Note and Note Purchase Contract.

## ARTICLE III CREATION OF ACCOUNTS; APPLICATION OF SERIES 2025 Note PROCEEDS

**Section 301. Creation of Accounts**. In connection with the issuance of the Series 2025 Note, the University hereby establishes the following funds and subaccounts:

- (i) the 2025 Project Account under the Construction Fund to be held by the University;
  - (ii) the 2025 Debt Service Account under the Bond Fund held by the Trustee;
  - (iii) the 2025 Costs of Issuance Account, to be held by the Trustee.



- **Section 302. Application of Proceeds of Series 2025 Note**. Pursuant to the Written Certificate of the University to be delivered prior to the issuance of the Series 2025 Note, proceeds of the sale of the Series 2025 Note, shall be applied as follows:
- (i) Proceeds of the Series 2025 Note in the amount of accrued interest on the Series 2025 Note to the date of delivery thereof, if any, shall be deposited in the 2025 Debt Service Account under the Bond Fund.
- (ii) Proceeds of the Series 2025 Note in the amount reflected in a Written Certificate of the University, shall be transferred to the 2025 Costs of Issuance Account held by the University. The University shall draw proceeds in accordance with the Note Purchase Contract for deposit into the Series 2025 Costs of Issuance Account and before any payment is made from the 2025 Costs of Issuance Account, the University shall execute a Written Certificate as required by Section 5.6 of the Resolution.
- (iii) Remaining proceeds of the Series 2025 Note shall be deposited to the Series 2025 Project Account to finance a portion of the Housing Project. The University shall draw proceeds in accordance with the Note Purchase Contract for deposit into the Series 2025 Project Account and before any amount is drawn or payment is made from the Series 2025 Project Account, the University shall execute a Written Certificate as required by Section 5.4(E) of the Resolution.

### ARTICLE IV MISCELLANEOUS

Section 401. Other Actions With Respect to Series 2025 Note. The officers and employees of the University shall take all actions necessary, or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the sale and issuance of the Series 2025 Note, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2025 Note. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated. If the President of the Regents or the Bursar shall be unavailable to execute the Series 2025 Note or the other documents that they are hereby authorized to execute, the same may be executed by any Vice President of the Regents.

**Section 402. Governing Law.** By the acceptance of the Series 2025 Note, the owners of the Series 2025 Note shall be deemed to agree that their rights as bondholders shall be governed by the laws of the State of Idaho.

**Section 403. Partial Invalidity**. If any one or more of the covenants or agreements, or portions thereof, provided in this Supplemental Resolution on the part of the University (or of the Trustee) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Supplemental Resolution or of the Series 2025 Note;

but the owners of the Series 2025 Note shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

**Section 404. Savings Clause**. Except as amended by this Supplemental Resolution, the Resolution shall remain in full force and effect.

**Section 405. Conflicting Resolutions**. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 406. Restatement of Resolution**. To the extent that this Supplemental Resolution amends or supplements the Resolution, the Resolution shall be treated as so amended or supplemented, and the University is hereby authorized to incorporate any of the provisions of this Supplemental Resolution into a restatement of the Resolution.

(The next page is the signature page)

ADOPTED AND APPROVED	this day of June, 2025.
	THE REGENTS OF THE UNIVERSITY OF IDAHO
	President
ATTTECT	
ATTEST:	
Secretary	

#### **EXHIBIT A**

**FORM OF SERIES 2025 NOTE** 

# EXHIBIT B FORM OF DELEGATION CERTIFICATE



### Research

#### Summary:

### University of Idaho University of Idaho Regents; Public Coll/Univ - Unlimited Student Fees

#### **Primary Credit Analyst:**

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#### **Secondary Contact:**

Mary Ellen E Wriedt, San Francisco + 1 (415) 371 5027; maryellen.wriedt@spglobal.com

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#### Summary:

# University of Idaho University of Idaho Regents; Public Coll/Univ Unlimited Student Fees

#### **Credit Profile**

#### University of Idaho Regents, Idaho

University of Idaho, Idaho

University of Idaho Regents (University of Idaho)

Long Term Rating

University of Idaho Regents (University of Idaho)

Long Term Rating

A/Stable

A/Stable

Affirmed Affirmed

#### **Credit Highlights**

- S&P Global Ratings affirmed its 'A' long-term rating on the Regents of the University of Idaho's series 2013A and 2015A revenue and refunding bonds, issued for the University of Idaho (UI).
- · The outlook is stable.

#### Security

Securing the bonds is a pledge of all revenue of the university, with the exception of general account appropriated funds and restricted gift and grant revenue, which we consider substantially equivalent to an unlimited student-fee pledge. As of fiscal 2023 year-end, debt outstanding totaled approximately \$150.1 million, largely consisting of fixed-rate revenue bonds. The university also maintains approximately \$20.1 million in leases. Management indicated that additional debt could be issued over the outlook period, though the timing and amount is uncertain at this time.

#### Credit overview

We assessed UI's enterprise risk profile as strong, characterized by its long-standing position as a flagship in the state and, over recent years, increasing demand that yielded the biggest and second-largest classes in university history in fall 2022 and fall 2023, respectively. These strengths are somewhat offset by a first- to second-year retention rate and a first-year matriculation rate that are just below rating category medians. We assessed the university's financial risk profile as very strong, characterized by ongoing state support, solid financial resource ratios, and a relatively low debt burden, offset by capital needs, as evidenced by the university's somewhat high average age of plant, and negative full-accrual operating performance in five of the past seven years, with full-accrual operating surpluses in fiscal years 2021 and 2022 stemming, in part, from federal support. We believe these combined credit factors lead to an anchor of 'a+'. As our criteria indicate, the final rating can be within one notch of the anchor. In our opinion, the 'A' final rating on the university's bonds better reflects our opinion of UI's generally negative financial performance.

The rating reflects our assessment of UI's following strengths:

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Summary: University of Idaho University of Idaho Regents; Public Coll/Univ - Unlimited Student Fees

- Full-time equivalent (FTE) enrollment growth in each of the past three years, with the expectation for continued growth in fall 2024;
- The expectation of increased state operating and capital appropriations over the next few years;
- Growing profile as a national research university, with a steady flow of multimillion-dollar research grants from state and federal agencies; and
- · A low and manageable debt burden.

The rating reflects our assessment of UI's following weaknesses:

- Outside of fiscal years 2021 and 2022, generally negative full-accrual operating results in recent years, with a sizable deficit in fiscal 2023 and the expectation for negative results in fiscal 2024;
- · Modest first-year matriculation and first- to second-year retention rates; and
- Capital needs which could require this issuance of additional debt over the coming years.

The University of Idaho was established in 1889, in Moscow, as a territorial university and is the state's oldest institution of higher learning. One of three public universities in Idaho, UI is charged with the primary responsibility for advanced research and graduate education. The university consists of 10 colleges: agricultural and life science; art and architecture; business and economics; education, health, and human sciences; engineering; graduate studies; natural resources; law; letters, arts, and social sciences; and science.

In May 2023, the Idaho State Board of Education granted approval for the creation of a not-for-profit entity, Four Three Education Inc., with the Regents of the University of Idaho as the entity's sole member. The entity was created for acquiring the operation of the University of Phoenix, a for-profit higher education institution. The same month, an asset purchase agreement for Four Three Education's acquisition of the University of Phoenix, terminating May 31, 2024, was approved by the Regents. In June 2024, the Regents approved UI's request to extend the asset purchase agreement through June 10, 2025. We understand that senior leadership at UI continues to work with state legislators and other stakeholders to move the acquisition forward. We will continue to monitor the situation.

#### Environmental, social, and governance

We analyzed the university's environmental, social, and governance factors related to its market position and financial performance. We view these factors as neutral in our credit rating analysis.

#### Outlook

The stable outlook reflects our expectation that over the outlook period, FTE enrollment will continue to grow while demand and student success metrics, such as matriculation, retention, and graduation, will generally remain stable. The outlook also reflects our expectation that rising operating expense growth will match or outpace operating revenue growth over the coming years, leading to continued operating pressure. Finally, it reflects our expectation that the university could issue additional debt over the outlook period.

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Summary: University of Idaho University of Idaho Regents; Public Coll/Univ - Unlimited Student Fees

#### Downside scenario

We could consider a negative rating action if a trend of enrollment declines materializes, leading to deepening full-accrual operating deficits. We could also do so if state support weakens or if the university's financial resources materially decline from current levels such that they are no longer sufficient for the current rating.

#### Upside scenario

We could consider a positive rating action if enrollment continues to grow while student demand and success metrics remain at least stable. A positive rating action would be predicated on the university demonstrating improved full-accrual financial performance while maintaining or improving current financial resource levels.

#### Related Research

• Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.spglobal.com/ratings for further information. Complete ratings information is available to RatingsDirect subscribers at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.spglobal.com/ratings.

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#### **ATTACHMENT 3**



Rating Action: Moody's assigns A1 to University of Idaho, ID's Series 2022A bonds and affirms A1 revenue bond ratings; outlook stable

18 Jan 2022

New York, January 18, 2022 -- Moody's Investors Service has assigned a A1 to the University of Idaho, ID's proposed approximately \$38 million in General Revenue and Revenue Refunding Bonds, Series 2022A. Concurrently, we have affirmed the A1 on the issuer and revenue bond ratings. The university had \$145 million in outstanding debt as of June 30, 2021. The outlook was revised to stable from negative.

#### **RATINGS RATIONALE**

The revision of the outlook to stable from negative reflects the university's strengthened liquidity and financial reserves, benefitting from a sizeable upfront payment received through a utility concession agreement coupled with strong investment returns. It also incorporates improved operating performance, driven by a steady increase in enrollment in conjunction with ongoing expense management and federal funding. While \$190 million in funds from the utility agreement will be spent down over the long term for strategic investment, this supports the university's very good strategic positioning and prospects for steady enrollment; the university will also benefit from investment returns on the balance in the interim.

The A1 issuer and revenue bond bond ratings are supported by the university's prominent role as the state of Idaho's land grant university, with a solid research function and distributed outreach operations throughout the state. The rating also incorporates the university's improved wealth level and financial performance. While revenue remained soft in fiscal 2021, the university benefitted from significant expense reduction efforts, increasing the EBIDA margin to 9% from fiscal 2020's 3%. Fiscal 2022 is projected to be another positive year; enrollment increased, although it remains below pre-pandemic levels, and students returned to on-campus housing, improving auxiliary revenue. State appropriations, which make up around 40% of the school's revenue, have stabilized though remain below fiscal 2019 levels. Leverage is manageable, and the university does not plan to issue debt in the near term.

There is no rating distinction between the issuer and revenue debt rating given the broadness of pledged revenue, which provides ample coverage of outstanding and proposed annual debt service.

#### **RATING OUTLOOK**

The stable outlook reflects our expectation that operating performance and liquidity will remain at least steady, with prospects for improvement. It also incorporates expectations that enrollment will remain stable, benefitting from refined attraction and retention efforts and use of utility agreement funds for investment in scholarships.

#### FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Sustained strengthening of operating performance including revenue growth
- Continued growth in total wealth and liquidity
- Additional enrollment growth and increased net tuition revenue

#### FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Inability to maintain at least stable operating performance and annual debt service coverage
- Material decline in liquidity
- Further enrollment declines or inability to grow net tuition revenue

#### LEGAL SECURITY

The university's outstanding and anticipated general revenue bonds are secured by Pledged Revenues of the University of Idaho, which include tuition and student fees, auxiliary revenue and other specified revenue. The

university has covenanted to establish and maintain Pledged Revenues greater than 1x annual debt service. Fiscal 2021 Pledged Revenues of \$140.3 million provide approximately 12x coverage of maximum annual debt service (MADS) including proposed 2022A bonds.

#### **USE OF PROCEEDS**

The proceeds of the Series 2022A Bonds will be used (i) to finance various improvements to the University's auxiliary services, specifically, upgrades to lighting in the Kibbie Dome, energy efficient freezers for the Wallace dining facility and certain technology for university events, (ii) refund certain outstanding bonds and pay costs of issuance.

#### **PROFILE**

The University of Idaho is the state's land grant and leading research university with its main campus located in Moscow, ID. The university maintains a statewide presence through its agricultural and research facilities as well as several instructional facilities in Coeur d'Alene, Boise and Idaho Falls. In fiscal 2021, the university generated approximately \$376 million in operating revenue and enrolled 9,094 full-time equivalent (FTE) students as of fall 2021.

#### **METHODOLOGY**

The principal methodology used in these ratings was Higher Education Methodology published in August 2021 and available at https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBM\_1257002. Alternatively, please see the Rating Methodologies page on www.moodys.com for a copy of this methodology.

#### REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found at: https://www.moodys.com/researchdocumentcontentpage.aspx? docid=PBC 79004.

For ratings issued on a program, series, category/class of debt or security this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series, category/class of debt, security or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moodys.com.

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Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at http://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBC\_1288235 .

The Global Scale Credit Rating on this Credit Rating Announcement was issued by one of Moody's affiliates outside the EU and is endorsed by Moody's Deutschland GmbH, An der Welle 5, Frankfurt am Main 60322, Germany, in accordance with Art.4 paragraph 3 of the Regulation (EC) No 1060/2009 on Credit Rating Agencies. Further information on the EU endorsement status and on the Moody's office that issued the credit rating is available on www.moodys.com.

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#### Rating Action: Moody's places University of Idaho's ratings under review for downgrade

14 Feb 2024

New York, February 14, 2024 -- Moody's Investors Service has placed University of Idaho's (ID) A1 issuer and revenue bond ratings under review for downgrade. The action affects approximately \$130 million in rated debt outstanding as of June 30, 2023. The outlook has been changed to rating under review from stable.

The placement of University of Idaho's (U of I) ratings under review for downgrade is prompted by the potential proposed purchase of the University of Phoenix by Four Three Education, Inc. in the next two to four months. The Regents of the University of Idaho is the sole member of Four Three Education, Inc. Four Three Education is planning to issue \$685 million in bonds to finance the purchase through separately secured debt. The planned debt financing by the University of Idaho's closely affiliated non-profit of a for profit organization with various legal and regulatory liabilities demonstrates the university's shifting financial strategy and risk management tolerance, a key consideration under our ESG framework and a driver of this review. Given the proposed substantial increase in financial leverage, uncertainty regarding Four Three Education's operating performance prospects and exposure to potential future legal action from the United States Department of Education, a multi-notch downgrade is possible.

### RATINGS RATIONALE/ FACTORS THAT COULD LEAD TO AN UPGRADE OR DOWNGRADE OF THE RATINGS

The reported nature of the sale and planned governance structure under which the Regents of the University of Idaho will be the sole member of Four Three Education, Inc. means that should the transaction be completed as planned, Moody's will view it as a substantial increase of U of I's total debt and leverage profile. Reports indicate that the bonds will be secured by the revenues of Four Three Education with the potential for additional security assurance from U of I. Future reviews and resolution of the RUR will focus on the terms and structure of Four Three Education's bond issuance, including any potential additional financial and legal obligations of U of I in the event Four Three Education is not able to meet its obligations.

The review period will also focus on the underlying credit quality of the University of Phoenix on a standalone basis and inform our expectations for future operating performance. We will assess the extent to which Four Three Education's operations will support and diversify U of I's overall scope of operations. The review will include consideration of legal or regulatory claims against the University of Phoenix and if those claims could be a future liability of Four Three Education. In addition, the review will focus on how the university plans to manage any potential reputational impact from this affiliation, as well as faculty relationships.

The review will also consider the planned ownership and governance structure of Four Three Education and future

support of the State of Idaho (Aaa stable), which has historically provided favorable funding to the U of I.

#### LEGAL SECURITY

U of I's outstanding general revenue bonds are secured by Pledged Revenues of the University of Idaho, which include tuition and student fees, auxiliary revenue and other specified revenue. The university has covenanted to establish and maintain Pledged Revenues greater than 1x annual debt service. Fiscal 2023 Pledged Revenues of \$162 million provide approximately 14.2x coverage of maximum annual debt service (MADS).

#### **PROFILE**

The University of Idaho is the state's land grant and leading research university with its main campus located in Moscow, ID. The university maintains a statewide presence through its agricultural and research facilities as well as several instructional facilities in Coeur d'Alene, Boise and Idaho Falls. In fiscal 2023, the university generated approximately \$435 million in operating revenue and enrolled 9,489 full-time equivalent (FTE) students in fall 2023.

#### **METHODOLOGY**

The principal methodology used in these ratings was Higher Education Methodology published in August 2021 and available at https://ratings.moodys.com/rmc-documents/72158. Alternatively, please see the Rating Methodologies page on https://ratings.moodys.com for a copy of this methodology.

#### REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on https://ratings.moodys.com/rating-definitions.

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The ratings have been disclosed to the rated entity or its designated agent(s) and issued with no amendment resulting from that disclosure.

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Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at https://ratings.moodys.com/documents/PBC\_1288235.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

At least one ESG consideration was material to the credit rating action(s) announced and described above. Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at https://ratings.moodys.com/documents/PBC\_1355824

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Patrick Ronk

Lead Analyst

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University of Idaho Debt Service Projection

Dated Date Delivery Date 08/01/2025 08/01/2025

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/01/2025 12/15/2025	25,000,000	4.000%	83,333.33 288,888.89	83,333.33 25,288,888.89	25,372,222.22
	25,000,000		372,222.22	25,372,222.22	25,372,222.22

Note: Par amount represents the maximum permitted par amount and interest rate is an estimate; both to be finalized at time of issuance.

#### University of Idaho Ten Year Projection

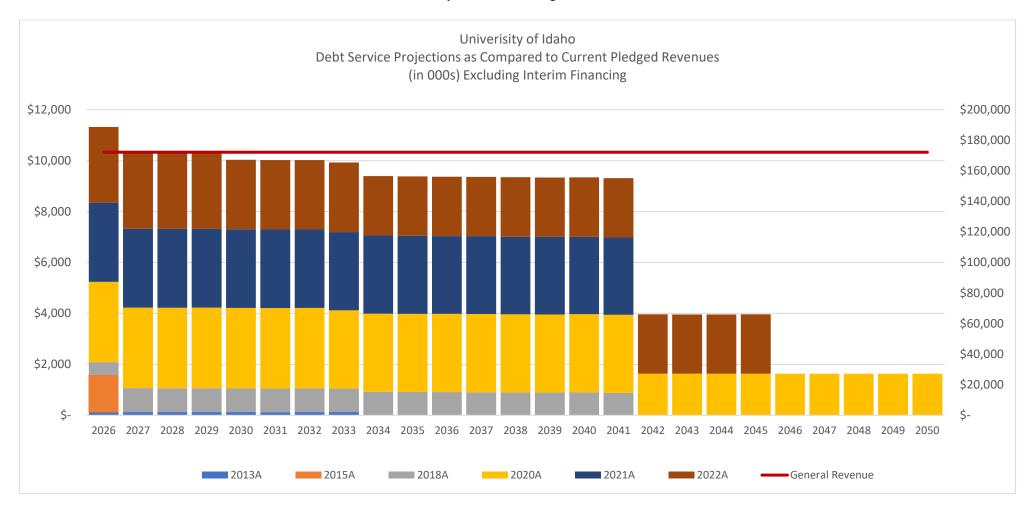
As of June									
30 FY End	2013A	2015	2018A*	2020A	2021A	2022A	2024 Note	2025 Note	Total Debt
<u>Date</u>	<u>Debt Service</u>	<u>Serivce</u>							
2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 563,337	\$ -	\$ 563,337
2026	127,900	1,454,250	500,708	3,157,900	3,107,500	2,977,300	42,490,445	25,372,222	11,748,224
2027	124,900	-	939,938	3,161,150	3,100,500	2,985,300	-	-	10,311,788
2028	121,900	-	939,250	3,161,150	3,095,250	2,984,300	-	-	10,301,850
2029	123,900	-	940,000	3,162,900	3,091,500	2,984,550	-	-	10,302,850
2030	125,356	-	929,500	3,161,150	3,089,000	2,730,800	-	-	10,035,806
2031	121,644	-	928,250	3,160,900	3,087,500	2,725,550	-	-	10,023,844
2032	122,931	-	930,750	3,161,900	3,081,750	2,726,800	-	-	10,024,131
2033	124,050	-	921,750	3,073,900	3,076,750	2,729,050	-	-	9,925,500
2034	-	-	921,750	3,071,150	3,072,250	2,327,050	-	-	9,392,200
2035	-	-	915,250	3,069,400	3,068,000	2,330,800	-	-	9,383,450
2036	-	-	907,500	3,073,400	3,058,750	2,330,800	-	-	9,370,450
2037	-	-	903,500	3,072,650	3,059,500	2,327,800	-	-	9,363,450
2038	-	-	898,000	3,067,150	3,049,500	2,332,400	-	-	9,347,050
2039	-	-	891,000	3,066,900	3,049,000	2,329,200	-	-	9,336,100
2040	-	-	897,500	3,073,500	3,037,250	2,333,400	-	-	9,341,650
2041	-	-	876,750	3,071,300	3,034,500	2,329,600	-	-	9,312,150
2042	-	-	-	1,635,500	-	2,328,000	-	-	3,963,500
2043	-	-	-	1,632,750	-	2,328,400	-	-	3,961,150
2044	-	-	-	1,632,500	-	2,325,600	-	-	3,958,100
2045	-	-	-	1,634,500	-	2,329,600	-	-	3,964,100
2046	-	-	-	1,633,500	-	-	-	-	1,633,500
2047	-	-	-	1,634,500	-	-	-	-	1,634,500
2048	-	-	-	1,632,250	-	-	-	-	1,632,250
2049	-	-	-	1,631,750	-	-	-	-	1,631,750
2050	-	-	-	1,632,750	-	-	-	-	1,632,750
2051									
Total	\$ 992,581	\$ 1,454,250	\$ 14,241,395	\$ 64,466,400	\$ 49,158,500	\$ 50,796,300	\$ 43,053,781	\$ 25,372,222	\$ 182,095,430

<sup>\*</sup> A portion of the Series 2018A bonds was defeased with proceeds deposited into an escrow account on January 12, 2021; therefore, this table presents the outstanding amounts of the Series 2018A bonds only. The defeased portion of the Series 2018A bonds are either defeased to the various maturity dates or to the first available call date of April 1, 2028.

Note: Total debt service excludes the principal amount of the 2024 Note or 2025 Note as both series will be redeemed with long-term general revenue bonds.

### ATTACHMENT 5 Attachment 5

University of Idaho
Ten Year Projection – including General Revenues



Note: This graph does not include the 2024 Note or 2025 Note as both series will be redeemed with long-term general revenue bonds.

#### **UNIVERSITY OF IDAHO**

#### **SUBJECT**

Authorization for Issuance of 2025 Bonds

#### REFERENCE

November 21, 2024 The project was approved and interim financing

was introduced

December 18, 2024 Interim financing for the project was approved

December 20, 2024 Interim Note was issued by the University (the

"Series 2024 Note")

#### APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.F. Idaho Code §33-3804 and §33-3805

#### **BACKGROUND/DISCUSSION**

The University of Idaho ("University") requests The Board of Regents of the University of Idaho's approval to issue one or more series of tax-exempt or taxable general revenue bonds ("2025 Bonds") pursuant to a Supplemental Resolution in an aggregate principal amount not to exceed \$150,000,000. The proceeds of the 2025 Bonds will be used to (i) finance various improvements and renovations to the University's existing housing facilities, and construction of new University housing, (ii) refinance the Series 2024 Note, (iii) refinance the Series 2025 Note, if issued, (iv) fund capitalized interest, and (iv) pay costs of issuing the 2025 Bonds.

#### **Principal Amount**

Total not to exceed \$150,000,000.

#### Maturities and Amortization Plan

To be determined the day of pricing. The maturity structure will amortize the 2025 Bonds over a period not to exceed 35 years, after the capitalized interest period.

#### Interest Rates

Interest rates for the bonds will be determined on the day of pricing and will not exceed 6%.

#### Source of Security

The bonds are secured by a general revenue pledge of the University on a parity with all other University Bonds, excluding general account appropriated funds, or restricted grants, contract revenues, gifts and scholarships.

#### Manner of Sale

University plans to sell the 2025 Bonds through a negotiated sale with Wells Fargo Bank, National Association, and RBC Capital Markets, acting as underwriters on a firm-commitment basis (i.e., purchases all of the bonds).

#### Ratings

The University's current rating is 'A' by S&P Global Ratings. (see rating report, Attachment 2).

The University intends to seek a rating from S&P on the 2025 Bonds.

The University's current rating is "A1" with a rating outlook as stable by Moody's Investor Service. (see rating report and press release, Attachment 3).

#### **IMPACT**

The University's debt burden ratio (Policy V.F.4.c) is 2.31% as of June 30, 2024 and is estimated to be 3.90% upon issuance of the 2025 Bonds.

#### **ATTACHMENTS**

Attachment 1 - Draft Supplemental Resolution

Attachment 2 - 2024 Credit Report

Attachment 3 - 2022 Credit Report, 2024 Press Release

Attachment 4 - Debt Service Projection

Attachment 5 - Ten Year Debt Projection

Attachment 6 - Preliminary Official Statement

Attachment 7 - On-Campus Housing Improvement Slide Deck

#### STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho (UI) is seeking Board authority to issue up to \$150 million of General Revenue Bonds, Series 2025, to complete the housing modernization program previously approved for interim financing. Staff has reviewed the request for consistency with Board Policy V.F and Idaho Code §33-3804 and §33-3805.

Purpose & alignment: Bond proceeds will 1) construct and renovate student housing consistent with UI's long-range facilities plan, 2) refund the Series 2024 Note and any subsequent Series 2025 Note, 3) fund capitalized interest, and 4) pay issuance costs.

Maximum size & structure: The proposed amount will not exceed \$150 million, with a final maturity no later than thirty-five (35) years after the capitalized-interest period. This structure aligns with the useful life of the assets financed.

Interest-rate cap: The not-to-exceed rate of six (6) percent is within current market norms and provides protection against adverse market movements between Board approval and pricing.

Security & parity: The bonds will be secured by UI's general revenue pledge on parity with existing system bonds, excluding state appropriations and restricted funds, which is consistent with prior issuances.

Sale method: A negotiated sale with Wells Fargo and RBC Capital Markets is appropriate given the size, refunding component, and need for market timing flexibility.

Credit profile: S&P currently rates the UI "A"; Moody's rates it "A1" with outlook as stable

Debt capacity: UI's debt-burden ratio is projected to rise from 2.31 percent (FY 2024) to 3.90 percent post-issuance, remaining well below the 8 percent policy ceiling and the peer-median range. Cashflow projections (Attachments 4 and 5) demonstrate capacity to meet debt service from housing revenues and auxiliary surpluses without affecting educational and general operations.

Board staff finds the proposed issuance financially prudent and aligned with UI's strategic housing objectives.

Staff recommends approval.

#### **BOARD ACTION**

I move to approve a Supplemental Resolution for the 2025 Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho Authorizing the Issuance and Providing for the Sale of General Revenue Bonds, Series 2025; Delegating Authority to Approve the Terms and Provisions of the 2025 Bonds and the Principal Amount of the 2025 Bonds up to \$150,000,000; Authorizing the Execution and Delivery of a Bond Purchase Agreement upon Sale of the Series 2025; and Providing for Other Matters Relating to the Authorization, Issuance, Sale and Payment of the 2025 Bonds.

Roll call vote is required.				
Moved by	Seconded by	Carried Yes	No	

#### SUPPLEMENTAL RESOLUTION

Authorizing the Issuance and Providing for the Sale of

### REGENTS OF THE UNIVERSITY OF IDAHO GENERAL REVENUE BONDS, SERIES 2025

Adopted June [17/18], 2025

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Exhibit A – Form of Series 2025 Bond

Exhibit B – Form of Continuing Disclosure Undertaking Exhibit C – Form of Delegation Certificate

#### SUPPLEMENTAL RESOLUTION

A Supplemental Resolution of the Regents of the University of Idaho Authorizing the Issuance and Providing for the Sale of General Revenue Bonds, in one or more series; Delegating Authority to Approve the Terms and Provisions of the bonds and the Principal Amount of the bonds up to \$150,000,000; and Providing for Other Matters Relating to the Authorization, Issuance, Sale and Payment of the bonds.

\* \* \* \* \* \*

WHEREAS, the University of Idaho (the "University") is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho;

WHEREAS, the Regents of the University of Idaho (the "Regents") are authorized, pursuant to the Educational Institutions Act of 1935, the same being chapter 38, Title 33, Idaho Code, and chapter 5, Title 57, Idaho Code (collectively, the "Act"), and the Constitution of the State of Idaho, to issue bonds to finance or refinance "projects" as defined in said Act;

WHEREAS, on November 22, 1991, the Regents adopted a resolution, which has been previously amended and supplemented, and as supplemented by this Supplemental Resolution (collectively, the "Resolution") relating to the issuance and sale of Facility Revenue Bonds, Series 1992A (the "Series 1992A Bonds"), and providing among other things for the issuance of additional Facility Revenue Bonds for future projects or refunding purposes (the "Additional Bonds"), with payment of the Series 1992A Bonds and any Additional Bonds secured by Pledged Revenues (as defined in the Resolution);

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue, and has issued from time to time, various series of Additional Bonds authorized under Supplemental Resolutions, upon compliance with the requirements of Section 7.2 of the Resolution;

WHEREAS, the Regents have determined, pursuant to Section 33-3805, Idaho Code, that it is both necessary and economically feasible for the University (i) to finance the acquisition and construction, renovation and/or redevelopment of the University's existing student housing facilities, including Wallace Residence Center and Theophilius Tower, and development of additional apartment beds to be used for graduate and family housing, including a community building on the South Hill, (ii) to pay the principal of and interest on the Series 2024 Note and the Series 2025 Note (as hereafter defined), as applicable, and (iii) to fund capitalized interest (collectively, the "Housing Project");

WHEREAS, the Regents desire to authorize the issuance of one or more series of taxable or tax-exempt bonds to be titled, "General Revenue Bonds, Series 2025\_\_" (for purposes of this Supplemental Resolution, the "Series 2025 Bonds") to provide funds to finance the Housing Project and to pay the Costs of Issuance of such Series 2025 Bonds;

WHEREAS, pursuant to Section 57-235, Idaho Code, the Regents desire to delegate authority, in accordance with the specific instructions and procedures set forth herein, for determination and approval of certain final terms and provisions of the Series 2025 Bonds and other matters; and

WHEREAS, the Regents desire to sell the Series 2025 Bonds pursuant to a negotiated sale, and to appoint PFM Financial Advisors LLC (the "Municipal Advisor") as the University's municipal advisor and Wells Fargo Bank, National Association, together with RBC Capital Markets, LLC as the University's underwriters (the "Underwriters"), to conduct the sale of the Series 2025 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF IDAHO AS FOLLOWS:

#### ARTICLE I DEFINITIONS

#### Section 101. Definitions.

- (a) Certain terms are defined in the preambles hereto. Except as provided in the preambles and subparagraph (b) of this Section, all capitalized terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.
- (b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:
- "Bond Purchase Agreement" means the Bond Purchase Agreement between the Regents and the Underwriters as authorized in Section 204 herein, setting forth the terms and conditions of the negotiated sale of the Series 2025 Bonds, the final version of which to be presented to the Delegated Officer of the University for approval and execution upon sale of the Series 2025 Bonds.
- "Bond Register" shall mean the registration records of the University, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Series 2025 Bonds.
- "**Book-Entry System**" shall mean the book-entry system of registration for the Series 2025 Bonds described in Section 209 of this Supplemental Resolution.
  - "Cede & Co." shall mean Cede & Co., as nominee of DTC.
- "Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.
- "Continuing Disclosure Undertaking" means the Continuing Disclosure Undertaking with respect to the Series 2025 Bonds authorized by Section 204 of this Supplemental Resolution, substantially in the form of **Exhibit B** hereto.

- "DTC" means The Depository Trust Company, New York, New York.
- "DTC Participants" shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of participants exists at the time of such reference.
- "**Delegated Officer**" means the Vice President for Finance and Administration and Bursar or the President of the University, each acting solely.
- "**Delegation Certificate**" means the Certificate as to Bond Pricing and Related Matters signed and delivered by the Delegated Officer to approve the final terms and provisions of the Series 2025 Bonds upon the sale thereof, substantially in the form of **Exhibit C** hereto.
- "**Regulations**" means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.
- "**Representations Letter**" means the Blanket Letter of Representations dated June 18, 1999, from the University to DTC.
- "**Resolution**" shall mean the Resolution adopted by the Regents on November 22, 1991, as previously amended and supplemented, and as supplemented by this Supplemental Resolution.
- "Securities Depository" shall mean DTC, or any successor Securities Depository appointed pursuant to Section 210.
- "Series 2024 Note" means the University's General Revenue Note, Series 2024 issued in favor of Wells Fargo Municipal Capital Strategies, LLC on December 20, 2024.
- "Series 2025 Note" means the University's General Revenue Note, Series 2025 issued, if at all, in favor of Wells Fargo Municipal Capital Strategies, LLC.
- "Supplemental Resolution" means this Supplemental Resolution adopted by the Regents on June [17/18], 2025, authorizing the issuance and providing for the sale of the Series 2025 Bonds; delegating authority to approve the terms and provisions of the Series 2025 Bonds and the principal amount thereof; and providing for other matters relating to the authorization issuance, sale and payment of the Series 2025 Bonds.
- "**Trustee**" means Computershare Trust Company, N.A., and its successors and permitted assigns under the Resolution, as paying agent, trustee, and registrar for the Series 2025 Bonds.
- "Underwriters" means Wells Fargo Bank, National Association, together with RBC Capital Markets, LLC.
- "2025 Costs of Issuance Account" means the account created pursuant to Section 301 of this Supplemental Resolution, from which the Costs of Issuance of the Series 2025 Bonds shall be paid.

- "2025 Project Account" means the account created under the Construction Fund pursuant to Section 301 of this Supplemental Resolution from which the costs of the Housing Project shall be paid.
- "2025 Capitalized Interest Account" means the account created under the Construction Fund pursuant to Section 301 of this Supplemental Resolution from which interest on the Series 2025 Bonds shall be paid during the construction period.
- "2025 Repayment Account" means the account created under the Construction Fund pursuant to Section 301 of this Supplemental Resolution from which the University shall pay the principal of and interest due on the Series 2024 Note and Series 2025 Note, if any.
- **Section 102. Authority for Supplemental Resolution**. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.
- **Section 103. Effective Date**. This Supplemental Resolution contemplates the issuance and sale of the Series 2025 Bonds through a delegation of authority as provided in Section 205 hereof. Unless the context clearly indicates otherwise for example, the provisions of Section 204(a) through Section 204(d) take effect upon adoption of this Supplemental Resolution this Supplemental Resolution shall not take effect and no provision thereof shall be binding upon the University unless and until the Series 2025 Bonds are sold and issued.

#### ARTICLE II AUTHORIZATION, TERMS AND ISSUANCE OF Series 2025 Bonds

Section 201. Authorization of Series 2025 Bonds, Principal Amounts, Designation and Series; Confirmation of Pledged Revenues. In order to provide sufficient funds to finance the Housing Project and to pay Costs of Issuance of the 2025 Bonds, and in accordance with and subject to the terms, conditions and limitations established in the Resolution, as previously amended and as amended by this Supplemental Resolution, a series of Additional Bonds are hereby authorized to be issued in the aggregate principal amount of up to \$150,000,000. Such series of Bonds shall be designated "General Revenue Bonds, Series 2025\_." The Series 2025 Bonds shall be issued as Additional Bonds under the Resolution in fully-registered form, without coupons, in denominations of \$5,000 each or any integral multiple thereof within a maturity.

The Series 2025 Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution equally and ratably with Bonds of the University previously issued under the Resolution.

#### **Section 202. Finding and Purpose**. The Regents hereby find, determine and declare:

- (a) pursuant to Section 33-3805, Idaho Code, the Housing Project is desirable and necessary for the proper operation of the University and is economically feasible; and
- (b) the applicable requirements of Article VII of the Resolution relating to issuance of Additional Bonds will have been complied with upon the delivery of the Series 2025 Bonds.

**Section 203. Issue Date**. The Series 2025 Bonds shall be dated the date of original delivery.

#### Section 204. Authorization of Actions Preliminary to Sale of Series 2025 Bonds.

- (a) The Regents desire to sell the Series 2025 Bonds pursuant to negotiated sale to the Underwriters in accordance with the Act.
- (b) The Regents ratify the appointment and engagement of the Municipal Advisor and Underwriters for the issuance and sale of the Series 2025 Bonds.
- (c) The Preliminary Official Statement (the "POS"), in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Delegated Officer shall approve, is hereby authorized, and the actions of the University, including the certification by the Delegated Officer as to the "deemed finality" of the POS pursuant to Rule 15c2-12 of the Securities Exchange Commission adopted pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12") in connection with the offering of the Series 2025 Bonds, are hereby acknowledged, approved and ratified in connection with the offering of the Series 2025 Bonds and submission of the POS to rating agencies to obtain a rating for the Series 2025 Bonds.
- (d) The University shall enter into a Bond Purchase Agreement to provide for the terms and provisions of the sale of the Series 2025 Bonds, with such terms specifically identified in the Delegation Certificate upon sale of the Series 2025 Bonds, as shall be approved by the Delegated Officer. Upon the sale of the Series 2025 Bonds, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement to the Underwriters. The Delegated Officer is authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Agreement and to carry the same into effect.
- (e) Upon the sale of the Series 2025 Bonds, the POS together with such changes, omissions, insertions and revisions to reflect the final terms and provisions of the Series 2025 Bonds (thereafter referred to as the "Official Statement"), shall be approved and signed by the Delegated Officer to authorize delivery thereof to the Underwriters for distribution to prospective purchasers of the Series 2025 Bonds and other interested persons.
- (f) In order to comply with subsection (b)(5) of Rule 15c2-12, the University and the Trustee, as disclosure agent thereunder, shall execute and deliver the Continuing Disclosure Undertaking in substantially the form attached to the POS and attached hereto as Exhibit B. The Continuing Disclosure Undertaking in such form is hereby ratified and approved in all respects, and the Regents authorize the Underwriters to include a copy thereof in the POS and Official Statement. Upon delivery of the Series 2025 Bonds, the Delegated Officer is hereby authorized to execute and deliver the Continuing Disclosure Undertaking. Such Continuing Disclosure Undertaking shall constitute the University's undertaking for compliance with Rule 15c2-12.

Section 205. Sale of Series 2025 Bonds and Related Documents; Delegation Authority.

- (a) Pursuant to Section 57-235, Idaho Code, as amended, the Regents hereby delegate to the Delegated Officer the power to make the following determinations on the date of sale of the Series 2025 Bonds without any requirement that the members of the Regents meet to approve such determinations, but subject to the limitations provided:
- (i) The rates of interest to be borne by the Series 2025 Bonds, provided that (i) the true interest cost of the 2025 Bonds, as certified by the Underwriters, shall not exceed six and zero hundredths percent (6.00%).
- (ii) The principal amount of the Series 2025 Bonds, provided the aggregate principal amount of the 2025 Bonds shall not exceed \$150,000,000.
- (iii) The amount of principal of the Series 2025 Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year, and the rate of interest accruing thereon.
- (iv) The final maturity of the Series 2025 Bonds, provided that the final maturity date of the 2025 Bonds shall not exceed thirty-five (35) years.
- (v) The price at which the Series 2025 Bonds will be sold (including any underwriter's discount, original issue premium and original issue discount), provided that the underwriter's discount shall not exceed \_\_% of the principal amount of the 2025 Bonds.
- (vi) The dates, if any, on which, and the prices at which, the Series 2025 Bonds will be subject to optional and mandatory sinking fund redemption.
- (vii) The terms of any contract for credit enhancement of the Series 2025 Bonds.
- (b) Upon the sale of the Series 2025 Bonds, the Delegated Officers shall execute a Delegation Certificate substantially in the form attached hereto as **Exhibit C** reflecting the final terms and provisions of the Series 2025 Bonds and certifying that the final terms and provisions of the Series 2025 Bonds are consistent with, not in excess of, and no less favorable than the terms set forth in subparagraph (a) above.

**Section 206. Form of Series 2025 Bond.** The form of the Series 2025 Bonds is attached to this Supplemental Resolution as **Exhibit A** and is incorporated herein by this reference, and approved with such revisions and designations as required pursuant to the terms of sale thereof.

**Section 207. Execution and Delivery of Series 2025 Bonds**. The Series 2025 Bonds shall be manually executed on behalf of the University by the President of the Regents, countersigned by the Bursar of the University, and attested by the Secretary to the Regents. The Series 2025 Bonds shall be delivered to the Underwriters upon compliance with the provisions of Section 3.2 of the Resolution.

#### Section 208. Redemption of Series 2025 Bonds Prior to Maturity.

Upon the sale of the Series 2025 Bonds, the Series 2025 Bonds will be subject to redemption pursuant to the terms of the Bond Purchase Agreement, as approved by the Delegated Officer in the Delegation Certificate, and if subject to redemption, the following provisions shall apply:

(a) <u>Selection for Redemption</u>. If less than all Series 2025 Bonds are to be redeemed, the particular maturities of such Series 2025 Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of the Bonds of any maturity of the Series 2025 Bonds are to be redeemed, the Series 2025 Bonds to be redeemed will be selected by lot. If less than all of a Series 2025 Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

If less than all of the principal amount of any Series 2025 Bond is redeemed, upon surrender of such Series 2025 Bond at the principal corporate trust office of the Trustee there shall be issued to the Registered Owners, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Series 2025 Bond or Series 2025 Bonds, at the option of the Registered Owners, with like maturity and interest rate in any of the denominations authorized by this Supplemental Resolution.

(b) Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the Series 2025 Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first class mail, postage prepaid, addressed to the Registered Owners of such Series 2025 Bonds to be redeemed at the addresses appearing on the Bond Register and may be sent to all registered securities depositories and one or more national information services disseminating notices of redemption. With respect to any notice of optional redemption of Series 2025 Bonds, unless upon the giving of such notice such Series 2025 Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the Series 2025 Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such Series 2025 Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice,

in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

#### Section 209. Book-Entry Only System.

- (a) The Series 2025 Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2025 Bonds, except in the event the Trustee issues Replacement Bonds as provided below. It is anticipated that during the term of the Series 2025 Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the Series 2025 Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the Series 2025 Bonds are registered in the name of Cede & Co., as nominee of the DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2025 Bonds and all notices with respect to the Series 2025 Bonds shall be made and given in the manner provided in the Representations Letter.
- (b) If the Securities Depository determines to discontinue providing its services with respect to the Series 2025 Bonds and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the book-entry system of the Securities Depository, the University shall execute and the Trustee shall authenticate and deliver one or more Series 2025 Bond certificates (the "Replacement Bonds") to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners' interests in the Series 2025 Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Series 2025 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.
- (c) With respect to Series 2025 Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:
- (i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;
- (ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the Series 2025 Bonds;
- (iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the Series 2025 Bonds; or
- (iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the Series 2025 Bonds.

(d) The Representations Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the Series 2025 Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Supplemental Resolution which are intended to be complete without reference to the Representations Letter. In the event of any conflict between the terms of the Representations Letter and the terms of this Supplemental Resolution, the terms of this Supplemental Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 210. Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the Trustee shall cause the authentication and delivery of Series 2025 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

# ARTICLE III CREATION OF ACCOUNTS; APPLICATION OF SERIES 2025 BOND PROCEEDS

**Section 301.** Creation of Accounts. In connection with the issuance of the Series 2025 Bonds, the University hereby establishes the following funds and subaccounts:

- (i) the 2025 Project Account under the Construction Fund held by the University;
- (ii) the 2025 Capitalized Interest Account under the Debt Service Fund held by the Trustee;
- (iii) the 2025 Repayment Account under the Debt Service Fund held by the Trustee:
- $\,$  (iv)  $\,$  the 2025 Debt Service Account under the Bond Fund held by the Trustee; and
  - (v) the 2025 Costs of Issuance Fund held by the Trustee.

- **Section 302. Application of Proceeds of Series 2025 Bonds**. Pursuant to the Written Certificate of the University to be delivered prior to the issuance of the 2025 Bonds, proceeds of the sale of the Series 2025 Bonds (net of the Underwriters fee for their services with respect to the 2025 Bonds), shall be applied as follows:
- (i) Proceeds of the Series 2025 Bonds in the amount of accrued interest on the Series 2025 Bonds to the date of delivery thereof, if any, shall be deposited in the 2025 Debt Service Account under the Bond Fund.
- (ii) Proceeds of the Series 2025 Bonds in the amount reflected in the Written Certificate shall be wired to the University for deposit into the 2025 Project Account to finance all or a portion of the Housing Project. Before any payment is made from the 2025 Project Account, the University shall execute a Written Certificate as required by Section 5.4(E) of the Resolution.
- (iii) Proceeds of the Series 2025 Bonds in the amount reflected in the Written Certificate shall be wired to the University for deposit into the 2025 Capitalized Interest Account to fund interest payments on the Series 2025 through the estimated in-service date of the Housing Project.
- (iv) Proceeds of the Series 2025 Bonds in the amount reflected in the Written Certificate shall be wired to the University for deposit into the 2025 Repayment Account to pay the principal of and interest due on the Series 2024 Note and Series 2025 Note, if any.
- (v) The amount necessary to pay the 2025 Costs of Issuance, in the amount as specified in a Written Certificate of the University, shall be wired to the University for deposit into the 2025 Costs of Issuance Account to pay the Costs of Issuance of the 2025 Bonds.

### ARTICLE IV MISCELLANEOUS

- Section 401. Other Actions With Respect to Series 2025 Bonds. The officers and employees of the University shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the sale and issuance of the Series 2025 Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2025 Bonds. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated. If the President of the Regents or the Bursar shall be unavailable to execute the Series 2025 Bonds or the other documents that they are hereby authorized to execute, the same may be executed by any Vice President of the Regents.
- **Section 402.** Governing Law. By the acceptance of the Series 2025 Bonds, the owners of the Series 2025 Bonds shall be deemed to agree that their rights as bondholders shall be governed by the laws of the State of Idaho.
- **Section 403. Partial Invalidity**. If any one or more of the covenants or agreements, or portions thereof, provided in this Supplemental Resolution on the part of the University (or of the

Trustee) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Supplemental Resolution or of the Series 2025 Bonds; but the owners of the Series 2025 Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

**Section 404. Savings Clause**. Except as amended by this Supplemental Resolution, the Resolution shall remain in full force and effect.

**Section 405. Conflicting Resolutions**. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 406. Restatement of Resolution**. To the extent that this Supplemental Resolution amends or supplements the Resolution, the Resolution shall be treated as so amended or supplemented, and the University is hereby authorized to incorporate any of the provisions of this Supplemental Resolution into a restatement of the Resolution.

(*The next page is the signature page*)

day of June, 2025.
REGENTS OF THE UNIVERSITY OF IDAHO
President
Vice President for Finance and Administration and Bursar

#### **EXHIBIT A**

FORM OF "SERIES 2025\_ BONDS"

#### **EXHIBIT B**

FORM OF CONTINUING DISCLOSURE UNDERTAKING

# EXHIBIT C FORM OF DELEGATION CERTIFICATE



### Research

#### **Summary:**

### University of Idaho University of Idaho Regents; Public Coll/Univ - Unlimited Student Fees

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#### **Summary:**

# University of Idaho University of Idaho Regents; Public Coll/Univ Unlimited Student Fees

#### **Credit Profile**

#### University of Idaho Regents, Idaho

University of Idaho, Idaho

University of Idaho Regents (University of Idaho)

Long Term Rating A/Stable Affirmed

University of Idaho Regents (University of Idaho)

Long Term Rating A/Stable Affirmed

#### **Credit Highlights**

- S&P Global Ratings affirmed its 'A' long-term rating on the Regents of the University of Idaho's series 2013A and 2015A revenue and refunding bonds, issued for the University of Idaho (UI).
- · The outlook is stable.

#### Security

Securing the bonds is a pledge of all revenue of the university, with the exception of general account appropriated funds and restricted gift and grant revenue, which we consider substantially equivalent to an unlimited student-fee pledge. As of fiscal 2023 year-end, debt outstanding totaled approximately \$150.1 million, largely consisting of fixed-rate revenue bonds. The university also maintains approximately \$20.1 million in leases. Management indicated that additional debt could be issued over the outlook period, though the timing and amount is uncertain at this time.

#### Credit overview

We assessed UI's enterprise risk profile as strong, characterized by its long-standing position as a flagship in the state and, over recent years, increasing demand that yielded the biggest and second-largest classes in university history in fall 2022 and fall 2023, respectively. These strengths are somewhat offset by a first- to second-year retention rate and a first-year matriculation rate that are just below rating category medians. We assessed the university's financial risk profile as very strong, characterized by ongoing state support, solid financial resource ratios, and a relatively low debt burden, offset by capital needs, as evidenced by the university's somewhat high average age of plant, and negative full-accrual operating performance in five of the past seven years, with full-accrual operating surpluses in fiscal years 2021 and 2022 stemming, in part, from federal support. We believe these combined credit factors lead to an anchor of 'a+'. As our criteria indicate, the final rating can be within one notch of the anchor. In our opinion, the 'A' final rating on the university's bonds better reflects our opinion of UI's generally negative financial performance.

The rating reflects our assessment of UI's following strengths:

Summary: University of Idaho University of Idaho Regents; Public Coll/Univ - Unlimited Student Fees

- Full-time equivalent (FTE) enrollment growth in each of the past three years, with the expectation for continued growth in fall 2024;
- The expectation of increased state operating and capital appropriations over the next few years;
- Growing profile as a national research university, with a steady flow of multimillion-dollar research grants from state and federal agencies; and
- · A low and manageable debt burden.

The rating reflects our assessment of UI's following weaknesses:

- Outside of fiscal years 2021 and 2022, generally negative full-accrual operating results in recent years, with a sizable deficit in fiscal 2023 and the expectation for negative results in fiscal 2024;
- · Modest first-year matriculation and first- to second-year retention rates; and
- Capital needs which could require this issuance of additional debt over the coming years.

The University of Idaho was established in 1889, in Moscow, as a territorial university and is the state's oldest institution of higher learning. One of three public universities in Idaho, UI is charged with the primary responsibility for advanced research and graduate education. The university consists of 10 colleges: agricultural and life science; art and architecture; business and economics; education, health, and human sciences; engineering; graduate studies; natural resources; law; letters, arts, and social sciences; and science.

In May 2023, the Idaho State Board of Education granted approval for the creation of a not-for-profit entity, Four Three Education Inc., with the Regents of the University of Idaho as the entity's sole member. The entity was created for acquiring the operation of the University of Phoenix, a for-profit higher education institution. The same month, an asset purchase agreement for Four Three Education's acquisition of the University of Phoenix, terminating May 31, 2024, was approved by the Regents. In June 2024, the Regents approved UI's request to extend the asset purchase agreement through June 10, 2025. We understand that senior leadership at UI continues to work with state legislators and other stakeholders to move the acquisition forward. We will continue to monitor the situation.

#### Environmental, social, and governance

We analyzed the university's environmental, social, and governance factors related to its market position and financial performance. We view these factors as neutral in our credit rating analysis.

#### Outlook

The stable outlook reflects our expectation that over the outlook period, FTE enrollment will continue to grow while demand and student success metrics, such as matriculation, retention, and graduation, will generally remain stable. The outlook also reflects our expectation that rising operating expense growth will match or outpace operating revenue growth over the coming years, leading to continued operating pressure. Finally, it reflects our expectation that the university could issue additional debt over the outlook period.

Summary: University of Idaho University of Idaho Regents; Public Coll/Univ - Unlimited Student Fees

#### Downside scenario

We could consider a negative rating action if a trend of enrollment declines materializes, leading to deepening full-accrual operating deficits. We could also do so if state support weakens or if the university's financial resources materially decline from current levels such that they are no longer sufficient for the current rating.

#### Upside scenario

We could consider a positive rating action if enrollment continues to grow while student demand and success metrics remain at least stable. A positive rating action would be predicated on the university demonstrating improved full-accrual financial performance while maintaining or improving current financial resource levels.

#### Related Research

• Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

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Rating Action: Moody's assigns A1 to University of Idaho, ID's Series 2022A bonds and affirms A1 revenue bond ratings; outlook stable

18 Jan 2022

New York, January 18, 2022 -- Moody's Investors Service has assigned a A1 to the University of Idaho, ID's proposed approximately \$38 million in General Revenue and Revenue Refunding Bonds, Series 2022A. Concurrently, we have affirmed the A1 on the issuer and revenue bond ratings. The university had \$145 million in outstanding debt as of June 30, 2021. The outlook was revised to stable from negative.

#### RATINGS RATIONALE

The revision of the outlook to stable from negative reflects the university's strengthened liquidity and financial reserves, benefitting from a sizeable upfront payment received through a utility concession agreement coupled with strong investment returns. It also incorporates improved operating performance, driven by a steady increase in enrollment in conjunction with ongoing expense management and federal funding. While \$190 million in funds from the utility agreement will be spent down over the long term for strategic investment, this supports the university's very good strategic positioning and prospects for steady enrollment; the university will also benefit from investment returns on the balance in the interim.

The A1 issuer and revenue bond bond ratings are supported by the university's prominent role as the state of Idaho's land grant university, with a solid research function and distributed outreach operations throughout the state. The rating also incorporates the university's improved wealth level and financial performance. While revenue remained soft in fiscal 2021, the university benefitted from significant expense reduction efforts, increasing the EBIDA margin to 9% from fiscal 2020's 3%. Fiscal 2022 is projected to be another positive year; enrollment increased, although it remains below pre-pandemic levels, and students returned to on-campus housing, improving auxiliary revenue. State appropriations, which make up around 40% of the school's revenue, have stabilized though remain below fiscal 2019 levels. Leverage is manageable, and the university does not plan to issue debt in the near term.

There is no rating distinction between the issuer and revenue debt rating given the broadness of pledged revenue, which provides ample coverage of outstanding and proposed annual debt service.

#### **RATING OUTLOOK**

The stable outlook reflects our expectation that operating performance and liquidity will remain at least steady, with prospects for improvement. It also incorporates expectations that enrollment will remain stable, benefitting from refined attraction and retention efforts and use of utility agreement funds for investment in scholarships.

#### FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Sustained strengthening of operating performance including revenue growth
- Continued growth in total wealth and liquidity
- Additional enrollment growth and increased net tuition revenue

#### FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Inability to maintain at least stable operating performance and annual debt service coverage
- Material decline in liquidity
- Further enrollment declines or inability to grow net tuition revenue

#### LEGAL SECURITY

The university's outstanding and anticipated general revenue bonds are secured by Pledged Revenues of the University of Idaho, which include tuition and student fees, auxiliary revenue and other specified revenue. The

university has covenanted to establish and maintain Pledged Revenues greater than 1x annual debt service. Fiscal 2021 Pledged Revenues of \$140.3 million provide approximately 12x coverage of maximum annual debt service (MADS) including proposed 2022A bonds.

#### **USE OF PROCEEDS**

The proceeds of the Series 2022A Bonds will be used (i) to finance various improvements to the University's auxiliary services, specifically, upgrades to lighting in the Kibbie Dome, energy efficient freezers for the Wallace dining facility and certain technology for university events, (ii) refund certain outstanding bonds and pay costs of issuance.

#### **PROFILE**

The University of Idaho is the state's land grant and leading research university with its main campus located in Moscow, ID. The university maintains a statewide presence through its agricultural and research facilities as well as several instructional facilities in Coeur d'Alene, Boise and Idaho Falls. In fiscal 2021, the university generated approximately \$376 million in operating revenue and enrolled 9,094 full-time equivalent (FTE) students as of fall 2021.

#### **METHODOLOGY**

The principal methodology used in these ratings was Higher Education Methodology published in August 2021 and available at <a href="https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBM\_1257002">https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBM\_1257002</a>. Alternatively, please see the Rating Methodologies page on www.moodys.com for a copy of this methodology.

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# Moody's

Rating Action: Moody's places University of Idaho's ratings under review for downgrade

14 Feb 2024

New York, February 14, 2024 – Moody's Investors Service has placed University of Idaho's (ID) A1 issuer and revenue bond ratings under review for downgrade. The action affects approximately \$130 million in rated debt outstanding as of June 30, 2023. The outlook has been changed to rating under review from stable.

The placement of University of Idaho's (U of I) ratings under review for downgrade is prompted by the potential proposed purchase of the University of Phoenix by Four Three Education, Inc. in the next two to four months. The Regents of the University of Idaho is the sole member of Four Three Education, Inc. Four Three Education is planning to issue \$685 million in bonds to finance the purchase through separately secured debt. The planned debt financing by the University of Idaho's closely affiliated non-profit of a for profit organization with various legal and regulatory liabilities demonstrates the university's shifting financial strategy and risk management tolerance, a key consideration under our ESG framework and a driver of this review. Given the proposed substantial increase in financial leverage, uncertainty regarding Four Three Education's operating performance prospects and exposure to potential future legal action from the United States Department of Education, a multi-notch downgrade is possible.

RATINGS RATIONALE/ FACTORS THAT COULD LEAD TO AN UPGRADE OR DOWNGRADE OF THE RATINGS

The reported nature of the sale and planned governance structure under which the Regents of the University of Idaho will be the sole member of Four Three Education, Inc. means that should the transaction be completed as planned, Moody's will view it as a substantial increase of U of I's total debt and leverage profile. Reports indicate that the bonds will be secured by the revenues of Four Three Education with the potential for additional security assurance from U of I. Future reviews and resolution of the RUR will focus on the terms and structure of Four Three Education's bond issuance, including any potential additional financial and legal obligations of U of I in the event Four Three Education is not able to meet its obligations.

The review period will also focus on the underlying credit quality of the University of Phoenix on a standalone basis and inform our expectations for future operating performance. We will assess the extent to which Four Three Education's operations will support and diversify U of I's overall scope of operations. The review will include consideration of legal or regulatory claims against the University of Phoenix and if those claims could be a future liability of Four Three Education. In addition, the review will focus on how the university plans to manage any potential reputational impact from this affiliation, as well as faculty relationships.

The review will also consider the planned ownership and governance structure of Four Three Education and future

support of the State of Idaho (Aaa stable), which has historically provided favorable funding to the U of I.

#### LEGAL SECURITY

U of I's outstanding general revenue bonds are secured by Pledged Revenues of the University of Idaho, which include tuition and student fees, auxiliary revenue and other specified revenue. The university has covenanted to establish and maintain Pledged Revenues greater than 1x annual debt service. Fiscal 2023 Pledged Revenues of \$162 million provide approximately 14.2x coverage of maximum annual debt service (MADS).

#### **PROFILE**

The University of Idaho is the state's land grant and leading research university with its main campus located in Moscow, ID. The university maintains a statewide presence through its agricultural and research facilities as well as several instructional facilities in Coeur d'Alene, Boise and Idaho Falls. In fiscal 2023, the university generated approximately \$435 million in operating revenue and enrolled 9,489 full-time equivalent (FTE) students in fall 2023.

#### **METHODOLOGY**

The principal methodology used in these ratings was Higher Education Methodology published in August 2021 and available at https://ratings.moodys.com/rmc-documents/72158. Alternatively, please see the Rating Methodologies page on https://ratings.moodys.com for a copy of this methodology.

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At least one ESG consideration was material to the credit rating action(s) announced and described above. Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at https://ratings.moodys.com/documents/PBC 1355824

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#### University of Idaho Debt Service Projection

Dated Date 08/20/2025 Delivery Date 08/20/2025

Period Ending	Principal	Coupon	Interest	Debt Service
Litaling	Timopai	осирон	Interest	DOD! COI VICE
04/01/2026			4,308,579.17	4,308,579.17
04/01/2027	1,985,000	5.000%	7,018,500.00	9,003,500.00
04/01/2028	2,085,000	5.000%	6,919,250.00	9,004,250.00
04/01/2029	2,190,000	5.000%	6,815,000.00	9,005,000.00
04/01/2030	2,295,000	5.000%	6,705,500.00	9,000,500.00
04/01/2031	2,410,000	5.000%	6,590,750.00	9,000,750.00
04/01/2032	2,530,000	5.000%	6,470,250.00	9,000,250.00
04/01/2033	2,660,000	5.000%	6,343,750.00	9,003,750.00
04/01/2034	2,790,000	5.000%	6,210,750.00	9,000,750.00
04/01/2035	2,930,000	5.000%	6,071,250.00	9,001,250.00
04/01/2036	3,075,000	5.000%	5,924,750.00	8,999,750.00
04/01/2037	3,230,000	5.000%	5,771,000.00	9,001,000.00
04/01/2038	3,395,000	5.000%	5,609,500.00	9,004,500.00
04/01/2039	3,565,000	5.000%	5,439,750.00	9,004,750.00
04/01/2040	3,740,000	5.000%	5,261,500.00	9,001,500.00
04/01/2041	3,930,000	5.000%	5,074,500.00	9,004,500.00
04/01/2042	4,125,000	5.000%	4,878,000.00	9,003,000.00
04/01/2043	4,330,000	5.000%	4,671,750.00	9,001,750.00
04/01/2044 04/01/2045	4,545,000	5.000% 5.000%	4,455,250.00	9,000,250.00
04/01/2045	4,775,000	5.000%	4,228,000.00	9,003,000.00
04/01/2046	5,010,000	5.000%	3,989,250.00	8,999,250.00
04/01/2047	5,265,000 5,525,000	5.000%	3,738,750.00 3,475,500.00	9,003,750.00 9,000,500.00
04/01/2049	5,805,000	5.000%	3,475,500.00	9,004,250.00
04/01/2050	6,095,000	5.000%	2,909,000.00	9,004,250.00
04/01/2051	6,395,000	5.000%	2,604,250.00	8,999,250.00
04/01/2052	6,715,000	5.000%	2,284,500.00	8,999,500.00
04/01/2053	7,055,000	5.000%	1,948,750.00	9,003,750.00
04/01/2054	7,405,000	5.000%	1,596,000.00	9,001,000.00
04/01/2055	7,775,000	5.000%	1,225,750.00	9,000,750.00
04/01/2056	8,165,000	5.000%	837,000.00	9,002,000.00
04/01/2057	8,575,000	5.000%	428,750.00	9,003,750.00
	140,370,000		143,004,329.17	283,374,329.17

Note: Par amount is preliminary, subject to change and interest rate is an estimate, to be finalized at time of issuance.

#### University of Idaho Ten Year Projection

As of June									,
30 FY End	2013A	2015	2018A*	2020A	2021A	2022A	2024 Note	2025 Note	Total Debt
<u>Date</u>	<u>Debt Service</u>	Debt Service	<u>Debt Service</u>	<u>Debt Service</u>	<u>Serivce</u>				
2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 563,337	\$ -	\$ 563,337
2026	127,900	1,454,250	500,708	3,157,900	3,107,500	2,977,300	42,490,445	4,308,579	15,684,581
2027	124,900	-	939,938	3,161,150	3,100,500	2,985,300	-	9,003,500	19,315,288
2028	121,900	-	939,250	3,161,150	3,095,250	2,984,300	-	9,004,250	19,306,100
2029	123,900	-	940,000	3,162,900	3,091,500	2,984,550	-	9,005,000	19,307,850
2030	125,356	-	929,500	3,161,150	3,089,000	2,730,800	-	9,000,500	19,036,306
2031	121,644	-	928,250	3,160,900	3,087,500	2,725,550	-	9,000,750	19,024,594
2032	122,931	-	930,750	3,161,900	3,081,750	2,726,800	-	9,000,250	19,024,381
2033	124,050	-	921,750	3,073,900	3,076,750	2,729,050	-	9,003,750	18,929,250
2034	-	-	921,750	3,071,150	3,072,250	2,327,050	-	9,000,750	18,392,950
2035	-	-	915,250	3,069,400	3,068,000	2,330,800	-	9,001,250	18,384,700
2036	-	-	907,500	3,073,400	3,058,750	2,330,800	-	8,999,750	18,370,200
2037	-	-	903,500	3,072,650	3,059,500	2,327,800	-	9,001,000	18,364,450
2038	-	-	898,000	3,067,150	3,049,500	2,332,400	-	9,004,500	18,351,550
2039	-	-	891,000	3,066,900	3,049,000	2,329,200	-	9,004,750	18,340,850
2040	-	-	897,500	3,073,500	3,037,250	2,333,400	-	9,001,500	18,343,150
2041	-	-	876,750	3,071,300	3,034,500	2,329,600	-	9,004,500	18,316,650
2042	-	-	-	1,635,500	-	2,328,000	-	9,003,000	12,966,500
2043	-	-	-	1,632,750	-	2,328,400	-	9,001,750	12,962,900
2044	-	-	-	1,632,500	-	2,325,600	-	9,000,250	12,958,350
2045	-	-	-	1,634,500	-	2,329,600	-	9,003,000	12,967,100
2046	-	-	-	1,633,500	-	-	-	8,999,250	10,632,750
2047	-	-	-	1,634,500	-	-	-	9,003,750	10,638,250
2048	-	-	-	1,632,250	-	-	-	9,000,500	10,632,750
2049	-	-	-	1,631,750	-	-	-	9,004,250	10,636,000
2050	-	-	-	1,632,750	-	-	-	9,004,000	10,636,750
2051	-	-	-	-	-	-	-	8,999,250	8,999,250
2052	-	-	-	-	-	-	-	8,999,500	8,999,500
2053	-	-	-	-	-	-	-	9,003,750	9,003,750
2054	-	-	-	-	-	-	-	9,001,000	9,001,000
2055	-	-	-	-	-	-	-	9,000,750	9,000,750
2056	-	-	-	-	-	-	-	9,002,000	9,002,000
2057								9,003,750	9,003,750
Total	\$ 992,581	\$ 1,454,250	\$ 14,241,395	\$ 64,466,400	\$ 49,158,500	\$ 50,796,300	\$ 43,053,781	\$ 283,374,329	\$ 465,097,537

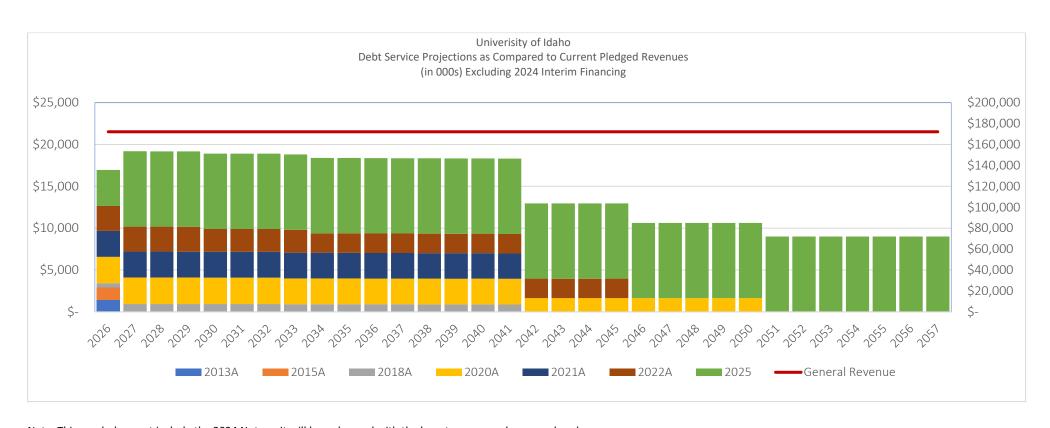
<sup>\*</sup> A portion of the Series 2018A bonds was defeased with proceeds deposited into an escrow account on January 12, 2021; therefore, this table presents the outstanding amounts of the Series 2018A bonds only. The defeased portion of the Series 2018A bonds are either defeased to the various maturity dates or to the first available call date of April 1, 2028.

Note: Total debt service excludes the principal amount of the 2024 Note as it will be redeemed with long-term general revenue bonds.

#### BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025

### ATTACHMENT 5 Attachment 5

### University of Idaho Ten Year Projection – including General Revenues



Note: This graph does not include the 2024 Note as it will be redeemed with the long-term general revenue bonds.

PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_\_, 2025

New Issue—Book Entry Only

S&P RATING: \_\_ ]

See "RATINGS" herein

In the opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the Series 2025A Bonds (defined herein) is excluded from gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Series 2025A Bonds (the "Tax Code"), and (ii) interest on the Series 2025A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b) of the Tax Code; however, to the extent such interest is included in calculating the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Tax Code), such interest is subject to the alternative minimum tax applicable to those corporations under Section 55(b) of the Tax Code. In addition, interest on the Series 2025A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS" herein.



# \$xx,xxx,xxx\* THE REGENTS OF THE UNIVERSITY OF IDAHO GENERAL REVENUE BONDS, SERIES 2025A

Dated: Date of Delivery

Due: April 1, as shown on the inside cover

Article IX, Section 10 of the Constitution of the State of Idaho confirmed the Regents (the "Regents") as the governing body for the University of Idaho (the "University"). The Regents of the University of Idaho General Revenue Bonds, Series 2025A in the aggregate principal amount of \$xx,xxx,xxx\* (the "Series 2025A Bonds"), will be issued by the Regents pursuant to a Master Resolution adopted by the Regents on November 22, 1991, as supplemented and amended, including a Supplemental Resolution adopted on [DATE].

The proceeds of the Series 2025A Bonds will be used (i) to finance various improvements and renovations to the University's existing housing facilities, and the construction of new University housing, (ii) to pay the principal of and interest on a maturing debt instrument, (iii) to fund capitalized interest (collectively, the "Housing Project"), and (iv) to pay costs of issuing the Series 2025A Bonds. The Series 2025A Bonds are initially issuable in book-entry form only through The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2025A Bonds. Interest on the Series 2025A Bonds is payable on each October 1 and April 1, commencing October 1, 2025. The Series 2025A Bonds are subject to optional and mandatory sinking fund redemption as described herein. The Series 2025A Bonds are payable solely from and secured solely by the Pledged Revenues, which include certain student fees, enterprise revenues and interest earnings on University funds and accounts. See "SECURITY FOR THE SERIES 2025A BONDS" herein.

The Series 2025A Bonds shall be exclusively obligations of the University, payable only in accordance with the terms thereof, and shall not be obligations, general, special or otherwise, of the State of Idaho. The Series 2025A Bonds shall not constitute a debt—legal, moral or otherwise—of the State of Idaho, and shall not be enforceable against the State, nor shall payment thereof be enforceable out of any funds of the University other than the income and revenues pledged and assigned to, or in trust for the benefit of, the holders of the Series 2025A Bonds. The University is not authorized to levy or collect any taxes or assessments, other than the Pledged Revenues described herein, to pay the Series 2025A Bonds. The University has no taxing power.

The scheduled payment of principal of and interest on the Series 2025A Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Series 2025A Bonds by [INSURANCE COMPANY].

#### [INSURER LOGO]

#### See Inside Cover for Maturity Schedule

The Series 2025A Bonds are offered when, as and if issued and received by the Underwriters (hereinafter defined), subject to the approval of legality by Hawley Troxell Ennis & Hawley LLP, bond counsel, and certain other conditions. Certain matters will be passed on for the Regents and the University by its Office of General Counsel, and by Hawley Troxell Ennis & Hawley LLP, in its capacity as disclosure counsel to the University. Certain matters will be passed on for the Underwriters by counsel Foster Garvey PC. It is expected that the Series 2025A Bonds will be available for delivery through the facilities of DTC on or about [DATE, 2025].\*

WELLS FARGO SECURITIES

RBC CAPITAL MARKETS, LLC

<sup>\*</sup>Preliminary, subject to change.

#### THE REGENTS OF THE UNIVERSITY OF IDAHO

#### **\$**XX,XXX,XXX\*

#### GENERAL REVENUE BONDS,

#### SERIES 2025A

DUE	PRINCI	PAL AMOUNT*	INTEREST RATE	YIELD	CUSIP No.**
4/1/2026	)				
4/1/2027					
4/1/2028					
4/1/2029					
4/1/2030					
4/1/2031					
4/1/2032					
4/1/2033					
4/1/2034	ļ				
4/1/2035					
4/1/2036	)				
4/1/2037	•				
4/1/2038	;				
4/1/2039	)				
4/1/2040	)				
4/1/2041					
4/1/2042	,				
4/1/2043					
4/1/2044					
4/1/2045	;				
4/1/2046					
4/1/2047					
4/1/2048	}				
4/1/2049					
4/1/2050					
	\$*	% Term Bonds of	lue April 1, 20 @ %	CUSIP No.	**

<sup>\*</sup> Preliminary; subject to change.

CUSIP data contained herein is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc.. CUSIP numbers have been assigned by an independent company not affiliated with the University or the Underwriters, and are included solely for the convenience of the holders of the Series 2025A Bonds. Neither the University nor the Underwriters are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Series 2025A Bonds or as indicated above.

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Dan Ewart — Vice President for Information Technology Services

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MUNICIPAL ADVISOR

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- APPENDIX C Glossary of Terms Used in the Resolution and Official Statement
- APPENDIX D Summary of Certain Provisions of the Resolution
- APPENDIX E Proposed Form of Continuing Disclosure Undertaking
- APPENDIX F Proposed Form of Opinion of Bond Counsel
  APPENDIX G Book Entry Only System
- APPENDIX H Specimen Municipal Bond Insurance Policy

### **GENERAL INFORMATION**

No dealer, broker, salesperson or other person has been authorized by the Board (as hereafter defined), the Regents, the University, or Wells Fargo Bank, National Association or RBC Capital Markets, LLC (collectively, the "Underwriters") to give any information or to make any representations with respect to the Series 2025A Bonds, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the University, or the Underwriters. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Series 2025A Bonds, nor shall there be any sale of the Series 2025A Bonds by any person, in any jurisdiction in which it is unlawful for such persons to make such offer, solicitation or sale.

The information set forth herein has been furnished by the University, the Board, DTC and certain other sources that the University believes to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriters. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University or any other person or entity discussed herein since the date hereof.

In connection with this offering, the Underwriters may over-allot or effect transactions that stabilize or maintain the market price of the Series 2025A Bonds at levels above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Official Statement contains "forward-looking statements" that are based upon the University's current expectations and its projections about future events. When used in this Official Statement, the words "project," "estimate," "intend," "expect," "scheduled," "pro forma" and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the University. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The University has no plans to issue any updates or revise these forward-looking statements based on future events.

This Preliminary Official Statement has been "deemed final" by the University, pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for information which is permitted to be excluded from this Preliminary Official Statement under said Rule 15c2-12.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Preliminary Official Statement.

#### PRELIMINARY OFFICIAL STATEMENT

### THE REGENTS OF THE UNIVERSITY OF IDAHO

\$xx,xxx,xxx\*

### GENERAL REVENUE BONDS, SERIES 2025A

### Introduction

GENERAL

This Official Statement, including the cover page, the inside cover page and the information contained in the Appendices hereto, is furnished in connection with the offering of the \$xx,xxx,xxx\* The Regents of the University of Idaho General Revenue Bonds, Series 2025A (the "Series 2025A Bonds").

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference should be made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. The attached Appendices are integral parts of this Official Statement and should be read in their entirety.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in "APPENDIX C- GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT."

THE REGENTS AND THE UNIVERSITY OF IDAHO

A comprehensive land-grant institution, the University of Idaho (the "University") is the State of Idaho's (the "State") oldest institution of higher learning. Its main campus is located in Moscow, Idaho. With an enrollment of approximately 11,300 full- and part-time students, the University has been charged with primary responsibility in the State for advanced research and graduate education. The University was established in Moscow in 1889 by the Territorial Legislature, and provisions of the University's Charter as a territorial university are incorporated into the Idaho State Constitution. Policy direction of the University is vested in The Regents of the University of Idaho (the "Regents"), which members also serve as the Idaho State Board of Education (the "Board").

Certain references herein to the "Regents" shall be deemed to refer to the University or other appropriate authority pursuant to the Act and other applicable laws, as appropriate.

<sup>\*</sup>Preliminary, subject to change.

### AUTHORIZATION FOR AND PURPOSE OF THE SERIES 2025A BONDS

The Series 2025A Bonds are being issued pursuant to and in compliance with Title 33, Chapter 38, Idaho Code, as amended, and Title 57, Chapter 5, Idaho Code, as amended, and a resolution adopted by the Regents on November 22, 1991, as previously supplemented and amended (the "*Master Resolution*"), and as further supplemented by a supplemental resolution adopted by the Regents on [DATE], 2025, authorizing the issuance of the Series 2025A Bonds (collectively with the Master Resolution, the "*Resolution*").

Pursuant to the Master Resolution, the Regents have previously authorized the issuance of various series of general revenue bonds and obligations (the "Outstanding Bonds"), which as of January 1, 2025, were outstanding in the principal amount of \$167,370,000. The Series 2025A Bonds, the Outstanding Bonds, and any Additional Bonds hereafter issued under the Resolution are referred to herein as the "Bonds" or the "General Revenue Bonds." See "DEBT SERVICE REQUIREMENTS" and "FINANCIAL INFORMATION REGARDING THE UNIVERSITY—Outstanding Debt."

The Series 2025A Bonds are being issued (i) to finance various improvements and renovations to the University's existing housing facilities, and the construction of new University housing, (ii) to pay the principal of and interest on a maturing debt instrument, (iii) to fund capitalized interest (collectively, the "Housing Project"), and (iv) to pay costs of issuing the Series 2025A Bonds. See "The Housing Project" herein.

#### SECURITY FOR THE SERIES 2025A BONDS

The Series 2025A Bonds are secured by Pledged Revenues and money in the Bond Fund on parity with the other Bonds. Pledged Revenues include (i) student fees consisting of tuition, activity, technology, facility and other fess (collectively, "Student Fees"); (ii) all revenues generated through operations of auxiliary enterprises and revenues generated incidentally to the conduct of instruction, research and public service activities ("Sales and Services Revenues"); (iii) revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (the "F&A Recovery Revenues"); (iv) various revenues generated from miscellaneous sources, including fines, rent and lease revenues (the "Other Operating Revenues"); (v) income generated on investments of money in all unrestricted funds and accounts of the University (the "Investment Income"), (vi) proceeds from the sale of a Series of Bonds and money and investment earnings thereon, except as otherwise provided in the Resolution or a supplemental resolution; and (vii) other revenues the Board shall designate as Pledged Revenues, but excluding State appropriations and Restricted Fund Revenues.

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other revenues available or to be available in the Debt Service Account, to pay debt service on all Outstanding Bonds for each Fiscal Year. See "Security For The Series 2025A Bonds—Rate Covenant."

#### ADDITIONAL BONDS

The University has reserved the right in the Resolution to issue Additional Bonds payable from and secured by the Pledged Revenues on parity with the Series 2025A Bonds, and its other parity Outstanding Bonds, subject to the satisfaction of certain conditions contained in the Resolution. See "Security for the Series 2025A Bonds—Additional Bonds."

### TAX MATTERS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described herein: (i) interest on the Series 2025A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Tax Code, (ii) interest on the Series 2025A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b) of the Tax Code; however, to the extent such interest is included in calculating the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Tax Code), such interest is subject to the alternative minimum tax applicable to those corporations under Section 55(b) of the Tax Code, and (iii) interest on the Series 2025A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS" herein.

### THE SERIES 2025A BONDS

### DESCRIPTION OF THE SERIES 2025A BONDS

The Series 2025A Bonds will be dated their date of original issuance and delivery and will mature on April 1 of the years and in the amounts as set forth on the inside cover page of this Official Statement.

The Series 2025A Bonds shall bear interest from their date at the rates set forth on the inside cover page of this Official Statement. Interest on the Series 2025A Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2025. Interest on the Series 2025A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. Computershare Trust Company, N. A., is the trustee, paying agent and dissemination agent for the Series 2025A Bonds (the "*Trustee*").

The Series 2025A Bonds will be issued as fully-registered bonds, initially in book-entry form only, in denominations of \$5,000 or any integral multiple thereof within a maturity.

The scheduled payment of principal of and interest on all of the Series 2025A Bonds (the "Insured Bonds"), when due, will be guaranteed by a municipal bond insurance policy to be issued concurrently with the delivery of the Insured Bonds. See "BOND INSURANCE" below.

### **BOOK-ENTRY SYSTEM**

The Depository Trust Company, New York, New York ("DTC"), will act as initial securities depository for the Series 2025A Bonds. The ownership of one fully registered Series 2025A Bond for each maturity as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such maturity, will be registered in the name of Cede and Co., as nominee for DTC. For so long as the Series 2025A Bonds remain in a "book-entry only" transfer system, the Trustee will make payments of principal and interest only to DTC, which in turn is obligated to remit such payments to its participants for subsequent disbursement to Beneficial Owners of the Series 2025A Bonds. See "APPENDIX G — BOOK ENTRY ONLY SYSTEM" for additional information. As indicated therein, certain information in APPENDIX G has been provided by DTC. The University makes no representation as to the accuracy or completeness of the information in APPENDIX G provided by DTC. Purchasers of the Series 2025A Bonds should confirm this information with DTC or its participants.

### REDEMPTION AND OPEN MARKET PURCHASE

Optional Redemption. The Series 2025A Bonds maturing on or after April 1, 20\_\_ are subject to redemption at the option of the University at any time on or after April 1, 20\_\_, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the Series 2025A Bonds shall be at a price of 100% of the principal amount of the Series 2025A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption.

[Mandatory Sinking Fund Redemption. The Series 2025A Bonds maturing on April 1, [YEAR] are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the Series 2025A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on April 1 of the years, and in the amounts, shown below:]

April 1 Of The Year	Mandatory Redemption Amount
	\$
*	

<sup>\*</sup>Stated Maturity.

Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the Series 2025A Bonds not less than 35 days nor more than 60 days prior to the redemption date, by first-class mail, postage prepaid, addressed to the registered owners of such Series 2025A Bonds to be redeemed at the addresses appearing on the registry books kept by the Trustee. With respect to any notice of optional redemption of Series 2025A Bonds, unless upon the giving of such notice such Series 2025A Bonds shall be deemed to have been paid within the meaning of the Resolution, such notice may state that the redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of money sufficient to pay the redemption price of and interest on the Series 2025A Bonds to be redeemed, and that if such money shall not have been so received, the notice shall be of no force and effect and the University shall not be required to redeem such Series 2025A Bonds. In the event that such notice of redemption contains such a condition and such money is not so received, the redemption will not be made and the Trustee will promptly thereafter give notice, in the manner in which the notice of redemption was given, that such money was not so received and that such redemption was not made.

Selection for Redemption. If less than all Series 2025A Bonds are to be redeemed, the particular maturities of such Series 2025A Bonds to be redeemed and the principal amounts of such maturities to be redeemed shall be selected by the University. If less than all of any maturity of the Series 2025A Bonds is to be redeemed, the Series 2025A Bonds to be redeemed will be selected by lot. If less than all of a Series 2025A Bond that is subject to mandatory sinking fund redemption is to be redeemed, the redemption price shall be applied to such mandatory sinking fund installments as the University shall direct.

*Effect of Redemption.* When called for redemption as described above, the Series 2025A Bonds will cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and such Series 2025A Bonds will no longer be deemed to be Outstanding as of such redemption date.

Open Market Purchase. The University has reserved the right to purchase the Series 2025A Bonds on the open market at a price equal to or less than par. In the event the University purchases the Series 2025A Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the Series 2025A Bonds so purchased are to be credited at the par amount thereof against the debt service requirement next becoming due. In the event the University purchases term Series 2025A Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the term Series 2025A Bonds so purchased are to be credited against the mandatory redemption amounts next becoming due. All Series 2025A Bonds so purchased are to be cancelled.

### **SECURITY FOR THE SERIES 2025A BONDS**

### GENERAL

The Series 2025A Bonds are secured by Pledged Revenues and money in the Bond Fund on parity with all Outstanding Bonds and all Additional Bonds that may be issued under the Resolution. Pledged Revenues include:

- (i) Student Fees;
- (ii) Sales and Services Revenues;
- (iii) F&A Recovery Revenues;
- (iv) Other Operating Revenues;
- (v) Investment Income;
- (vi) Proceeds from the sale of a Series of Bonds and money and investment earnings thereon, except as otherwise provided in the Resolution or a supplemental resolution; and
  - (vii) Such other revenues as the Board shall designate as Pledged Revenues.

For a description of the sources and components of the Pledged Revenues, see "PLEDGED REVENUES" below. For the amounts of Pledged Revenues in recent years, see "HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE" below.

Pledged Revenues do not include State appropriations, which by law cannot be pledged. Pledged Revenues also exclude Restricted Fund Revenues, including restricted gift and grant revenues. See "Financial Information Regarding The University" And "Appendix A—Audited Financial Statements of the University For the Fiscal Years Ended June 30, 2024 and 2023."

#### PLEDGED REVENUES

Student Fees. The Regents have the exclusive ability to establish and collect tuition charges and student fees for resident and non-resident, graduate and professional students attending the University. Tuition and student fee charges are not subject to a referendum by students or approval by any other governmental entity. The Regents have established a policy that the University may not request more than a 10% annual increase in the total full-time tuition

and student fees unless otherwise authorized by the Regents. The Regents' established policy is to announce and conduct a public hearing on the modification of any fees, which has traditionally occurred annually, with fee adjustments effective for the subsequent fall term each year. There is no prohibition, however, which would preclude the Regents from adjusting fees (for collection beginning with the next academic year) at any time.

For the Fiscal Year ending June 30, 2024, the total annual tuition and student fees assessed against full-time undergraduate students were \$8,816 (Idaho residents) and \$28,052 (non-Idaho residents), with total revenues derived from such tuition and student fees equal to \$100,820,742. For the Fiscal Year ending June 30, 2023, the total annual tuition and student fees assessed against full-time undergraduate students were \$8,396 (Idaho residents) and \$27,632 (non-Idaho residents), with the total revenues derived from such tuition and student fees equal to \$98,127,784.

See "APPENDIX B — SCHEDULE OF STUDENT FEES" for a list of Student Fees assessed for Fiscal Years 2021-2025.

Sales and Services Revenues. Sales and Services Revenues include pledged revenues generated through operations of auxiliary enterprises and revenues generated incidental to the conduct of instruction, research and public service activities. The majority of these revenues are generated through auxiliaries including the housing and student union operations, bookstore sales, parking charges, ticket and event sales, recreation center activity charges, and other miscellaneous operations. See "The University" herein for a description of the University's primary revenue generating facilities. Examples of revenues generated incidental to education are unrestricted revenues generated by the University's testing and training services, labs, sales of scientific materials, sales of miscellaneous services or products, and sales of agriculture and forest products.

Sales and Services Revenues pledged for the Fiscal Years ended June 30, 2023 and June 30, 2024 were \$36,442,796 and \$40,120,074, respectively. Sales and Services Revenues are driven predominantly by student-related revenues and therefore generally parallel increases or decreases in full-time, on-campus student enrollment.

F&A Recovery Revenues. A portion of funds received each year for University activity sponsored by the private sector, the State or the federal government ("Sponsored Activity") is provided to pay the direct costs of the Sponsored Activity, such as salaries for scientists and material and labor used to perform research projects. F&A Recovery Revenues make up the balance granted and are used to pay facilities administrative costs, which encompass spending by the University on items such as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs associated with sponsored project activity. Unlike the revenues for direct costs of Sponsored Activity, F&A Recovery Revenues are not restricted and are available as Pledged Revenues. F&A Recovery Revenues for Fiscal Years ended June 30, 2023 and June 30, 2024 were \$14,035,177 and \$14,403,838, respectively.

Other Operating Revenues. The University receives other miscellaneous revenues in the course of its operations. Other Operating Revenues are primarily comprised of royalty income, subsidies and rebates, deposit forfeitures, fines and late fees, and patent revenues, with a small portion from other sporadic revenue sources. In Fiscal Years ended June 30, 2023 and June 30, 2024, the University generated Other Operating Revenues in the amounts of \$10,811,951 and

\$10,536,947, respectively. Because Other Operating Revenues are comprised of a wide variety of smaller revenue sources, such revenue can vary significantly from year-to-year.

*Investment Income*. Investment Income, which includes all the University's unrestricted investment income, is pledged to repayment of the Series 2025A Bonds and other Bonds issued under the Resolution. The amount of Investment Income pledged to the Bonds will not match the amount of investment income shown in the University's audited financial statements which includes restricted investment income.

For the Fiscal Years ended June 30, 2023 and June 30, 2024, pledged Investment Income earned by the University was \$2,893,949 and \$6,303,175, respectively. The increase in investment income for Fiscal Year 2024 was due in large part to favorable market conditions.

### HISTORICAL PLEDGED REVENUES

The following table shows the Pledged Revenues available for debt service for Fiscal Years 2020 through 2024. As described under "DEBT SERVICE REQUIREMENTS," the University estimates that the maximum annual debt service on the Bonds upon the issuance of the Series 2025A Bonds will be approximately \$

### **Historical Pledged Revenues**

	2020	<u>2021</u>	2022	<u>2023</u>	<u>2024</u>
Student Fees	\$97,404,612	\$92,737,286	\$93,901,390	\$98,127,784	\$100,820,742
Sales and Services Revenues	30,048,303	26,234,783	33,697,789	36,442,796	40,120,074
Other Operating Revenues <sup>1</sup>	6,201,539	6,515,092	6,565,730	10,811,951	10,536,947
Investment Income	1,402,000	1,338,008	1,648,131	2,893,949	6,303,175 <sup>2</sup>
F&A Recovery Revenues	12,749,973	12,792,063	14,272,981	14,035,177	14,403,838
PLEDGED REVENUES AVAILABLE FOR DEBT SERVICE					
	<u>\$147,806,427</u>	\$139,617,232	\$150,086,021	<u>\$162,311,657</u>	<u>\$172,184,776</u>

<sup>1</sup> Other Operating Revenues includes a wide variety of smaller revenue sources and therefore fluctuates year to year. "See PLEDGED REVENUES—Other Operating Revenues" above.

#### FLOW OF FUNDS

The Resolution creates the Revenue Fund, which is held by the University. All Pledged Revenues are required to be deposited in the Revenue Fund. At least five days before each payment date, money in the Revenue Fund is required to be transferred to the Debt Service Account held by the Trustee, for payment of interest, principal, and redemption premium, if any, coming due on the Bonds.

Amounts remaining in the Revenue Fund may be applied, free and clear of the lien of the Resolution, for any lawful purpose of the University, as provided in the Resolution. The

<sup>&</sup>lt;sup>2</sup> The increase in Investment Income was due in large part to favorable market conditions.

<sup>\*</sup>Preliminary, subject to change.

University has historically used and intends to continue to use any excess money in the Revenue Fund primarily to pay for operation and maintenance expenses and capital improvements.

RATE COVENANT

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other revenues available or to be available in the Debt Service Account, to pay debt service on Outstanding Bonds for each Fiscal Year.

### ADDITIONAL BONDS

Additional Bonds, Generally. The amount of Additional Bonds that may be issued under the Resolution is not limited by law or by the Resolution, provided the requirements below are satisfied. In order to issue Additional Bonds for the purpose of financing projects, the University must receive Board approval and must also satisfy certain conditions, including, but not limited to, the filing with the Trustee of:

- (i) A copy of the supplemental resolution authorizing the Additional Bonds;
- (ii) A Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution or any supplemental resolution with respect to any Outstanding Bonds;
- (iii) A Written Certificate of the University setting forth the then estimated completion date and the then estimated cost of construction of the project being financed by the Additional Bonds; and
- (iv) A Written Certificate of the University showing that estimated Pledged Revenues (assuming completion of the proposed project on its then estimated completion date) (1) will equal at least 100% of the debt service on all Outstanding Bonds and any Additional Bonds proposed to be issued for each Fiscal Year of the University during which any Bonds will be Outstanding, following the estimated completion date of the project being financed by the Additional Bonds, if interest during construction of the project being financed by the Additional Bonds is capitalized, or (2) the University's current Fiscal Year and any succeeding Fiscal Year during which any Bonds issued will be Outstanding, if interest during construction of the project being financed by the Additional Bonds is not capitalized (a "Coverage Certificate"). See "APPENDIX D SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION—Additional Bonds."

Refunding Bonds. The University may issue Additional Bonds to refund Bonds issued under the Resolution by providing the supplemental resolution and certificates described in (ii) and (iii) above. Alternatively, Additional Bonds may be issued to refund Bonds issued under the Resolution without compliance with the certificates described above if the Additional Bonds do not increase debt service by more than \$25,000 per year.

The University may issue Additional Bonds for the purpose of refunding any of its obligations that were not issued under the Resolution if it files with the Trustee items (i), (ii) and (iii) above. Such supplemental resolution authorizing the issuance of the Additional Bonds shall provide that any revenues securing such refunded obligations shall become part of the Pledged Revenues securing the Bonds issued under the supplemental resolution.

### PAYMENT AGREEMENTS

The Resolution authorizes the University to enter into a Payment Agreement and to make a Payment Agreement Payment thereunder on a parity of lien with the payment of the Bonds if the Payment Agreement satisfies the requirements for Additional Bonds described in the Resolution, taking into consideration regularly scheduled Payment Agreement Payments and Receipts, if any, under the Payment Agreement. See "APPENDIX D— SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION—Payment Agreements" and "FINANCIAL INFORMATION REGARDING THE UNIVERSITY—No Interest Rate Swaps."

### NO DEBT SERVICE RESERVE

There is no debt service reserve requirement with respect to the Series 2025A Bonds or the Outstanding Bonds.

### **BOND INSURANCE**

TO BE UPDATED ONCE INSURANCE COMPANY SELECTED

### THE HOUSING PROJECT

A portion of the proceeds of the Series 2025A Bonds will fund the Housing Project, which modernizes existing on-campus student housing facilities and increases capacity on the Moscow campus. The overall project cost is \$162 million and will take approximately three years to complete.

The Housing Project address deferred maintenance in several residential facilities, including enhancements to the Wallace Residential Complex and Theopolis Tower. New housing on the University's South Hill includes apartments with single-student beds, as well as married/parenting beds for an overall increase of approximately 250 new beds. The new construction also includes a commons community center, all of which are expected to open in August 2026.

As part of the overall Housing Project, a portion of the proceeds of the Series 2025A Bonds will be used to pay the principal of and interest on an extension of credit made to the University by Wells Fargo Municipal Capital Strategies, LLC on December 20, 2024 (the "Series 2024 Note"), the proceeds of which provided interim funding for the Housing Project.

### **SOURCES AND USES OF FUNDS**

The sources and uses of funds with respect to the Series 2025A Bonds are estimated to be as follows:

SOURCES:	
Aggregate Principal Amount of Series 2025A Bonds	\$
Original Net Issue Premium of Series 2025A Bonds	
Total	\$
Uses:	
Costs of Issuance <sup>(1)</sup>	\$
Capitalized Interest <sup>(2)</sup>	
2025A Project Account	
Payoff Series 2024 Note	
Total	\$

(Remainder of page intentionally left blank.)

<sup>(1)</sup> Includes legal, municipal advisor, rating agency, trustee, paying agent, insurance, underwriters' discount, rounding and contingency.

<sup>(2)</sup> Interest will be capitalized through the estimated placed in-service date of the Housing Project, [DATE].

### **DEBT SERVICE REQUIREMENTS**

The following table shows the debt service requirements for the Series 2025A Bonds.

FISCAL	0	Septes 202	5A Bonds*	
YEAR END	OUTSTANDING		i e	<b>T</b>
<u>6/30</u>	BONDS	<u>Principal</u>	<u>INTEREST</u>	TOTAL
2026				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
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2046				
2047				
2048				
2049				
2050				
2051				
2052				
2053				
2054				
2055				
2056				
2057				

<sup>\*</sup>Preliminary, subject to change.

### THE UNIVERSITY

Student body representation at the University is from every state in the United States and 60 foreign countries. The University alumni population exceeds 100,000. The University's main campus is located in Moscow, Idaho, a community of approximately 25,700 people in the northern portion of the State, about one mile east of the Washington border and approximately 80 miles south of Coeur d'Alene, Idaho.

University property includes approximately 24,400 acres and 315 buildings, of which 1,368 acres and 250 buildings are located at its main campus in Moscow, and 11,400 are subject to a long-term capitalized lease. The University operates twelve research centers and institutes and six demonstration and training farms with a total of about 1,000 acres used by forestry and agricultural students. The University owns and actively manages 10,300 acres of forest lands, a 65-acre field research station in one of Idaho's federally designated wilderness areas, and ten research and extension centers in agricultural areas throughout Idaho. The University also operates a Research Park in Post Falls and Resident Instructional Centers in Boise, Coeur d'Alene and Idaho Falls, and University level programming, including a K-12 Outdoor Science School, on its field campus in McCall.

In 2020, the University acquired a 350-acre dairy site in Minidoka County and 6 acres for a discovery center in Jerome for the Idaho Center for Agriculture, Food and the Environment Program. In July 2021, the University entered into a long-term capitalized lease, with a purchase option, for a building and personal property in Boise, Idaho to house the University's growing satellite law school program.

The University's academic structure includes ten degree-granting colleges: the Colleges of Agricultural and Life Science; Art and Architecture; Business and Economics; Education, Health and Human Sciences; Engineering; Graduate Studies; Law; Letters, Arts and Social Sciences; Natural Resources; and Science. In addition to degree programs in each of these colleges, the University includes a College of Graduate Studies and offers medical training for students in association with the University of Washington, School of Medicine. The University has several cooperative programs with Washington State University (located in Pullman, Washington, eight miles from Moscow), including a joint veterinary medical program. The University has an optional officer education program, leading to a regular or reserve commission in the U.S. Army, Navy, Marines or Air Force.

The University has been ranked as the best value public university in the West by U.S. News and World Report for the last five consecutive years. This ranking considers the quality of the school in relation to its price and any financial aid.

Announced on February 13, 2025, the University became the first Idaho university to earn a Carnegie R1 classification, the highest level of designation for research activity.

### UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Regents, which also serve as the Idaho State Board of Education, the Board of Trustees for Boise State University in Boise, Idaho, the Board of Trustees for Idaho State University in Pocatello, Idaho, the Board of Trustees for Lewis Clark State College in Lewiston, Idaho, and the State Board for Professional Technical Education and Vocational Rehabilitation.

The Board also oversees aspects of the College of Western Idaho in Boise, North Idaho College in Coeur d'Alene, and College of Eastern Idaho in Idaho Falls, in concert with the respective Boards of those three institutions. The Governor appoints seven of the members to the Board for five-year terms. The membership, terms and occupations of the current Board members are listed below. The elected State Superintendent of Public Instruction serves *ex officio* as the eighth member of the Board for a four-year term.

# THE REGENTS OF THE UNIVERSITY OF IDAHO AND STATE BOARD OF EDUCATION

			TERM
			EXPIRES
Name	RESIDENCE	OCCUPATION	June 30
Linda Clark (President)	Meridian	Retired Superintendent	2025
William G. Gilbert, Jr. (Vice President)	Boise	Co-Founder of Caprock	2026
Shawn Keough	Sandpoint	Executive Director- Associated Logging Contractors	2029
Kurt Liebich	Boise	Chairman/CEO RedBuilt LLC/New Wood Resources LLC	2029
Cally J. Roach	Fairfield	Retired V.P. of Corporate Relations – Clear Springs Foods	2028
Cindy Siddoway	Terreton	Owner of Sheep Ranch and Elk/Bison Hunting Preserve	2025
David Turnbull	Boise	Owner of Brighton Corporation	2029
Debbie Critchfield * (Secretary)	Oakley	Superintendent of Public Instruction	Elected

<sup>\*</sup> Ms. Critchfield was elected State Superintendent of Public Instruction in 2022 for a four-year term ending January 3, 2027.

The Board has an approximately 88-member, full time professional staff headed by Joshua Whitworth, Executive Director. His appointment became effective in 2024.

University Officers. The affairs of the University are managed by the President of the University and the staff. The President is appointed by, reports to, and serves at the pleasure of the Regents. Following is a brief biographical resume of President Green and his executive staff at a Vice President level.

C. Scott Green – President. Mr. Green took office as the 19th president of the University on July 1, 2019. Mr. Green joined the University as a highly accomplished executive, with a career in global finance, operations and administration. Mr. Green served in various roles for Boise Cascade Corporation, Deloitte and Touche, Goldman Sachs and ING Barings. He published two books on the Sarbanes-Oxley Act of 2002, and recently co-authored "University President's Crisis Handbook." Mr. Green most recently served as the chief operating and financial officer for Hogan Lovells, one of the largest law firms in the world, where he led the firm's worldwide operations, technology, conflicts and finance functions. Mr. Green received a B.S. degree in accounting from the University and a master's degree in business administration from Harvard University. Prior to taking the Office of President, Mr. Green provided years of service to the University on the Alumni Board, the College of Business and Economics Advisory Board and the University Foundation Board.

Torrey Lawrence – Provost and Executive Vice President. Torrey Lawrence began his role as the Interim Provost and Executive Vice President on May 4, 2020, and was subsequently fully appointed to the role on December 4, 2020 after a competitive national search. In this role he serves as the University's Chief Academic Officer, directly responsible for the general

direction of all academic programs, endeavors and instructional services on the Moscow campus, as well as the University's statewide academic, outreach ad research initiatives. Mr. Lawrence served as Vice Provost for Faculty at the University from 2018 until his transition to his current role. Mr. Lawrence received both his bachelor's degree and master's degree in music from Northwestern University and received a doctoral degree in musical arts from University of Oregon.

Brian Foisy – Vice President for Finance and Administration. Brian Foisy assumed his position at the University as Vice President for Finance and Administration on August 31, 2015. He previously served as Vice President for Administration and Finance at Minot State University in Minot, North Dakota. Prior to that, he served as the Vice President for Finance and Administrative Services at Utah College of Applied Technology. Mr. Foisy received a bachelor's degree and Master of Accountancy from Southern Utah University.

Christopher Nomura – Vice President for Research and Economic Development. Christopher Nomura was appointed the Vice President for Research and Economic Development in October 2020. Before joining the University, Mr. Nomura served as the Vice President for Research at the State University of New York in the College of Environmental Science and Forestry. He earned his bachelor's degree in biology from University of California at Santa Cruz and his doctoral degree in biochemistry, microbiology and molecular biology at The Pennsylvania State University. Mr. Nomura is an internationally recognized scientist/administrator with an outstanding record of publications, grantsmanship and student mentoring.

Dan Ewart – Vice President for Information Technology and Chief Information Officer. Mr. Ewart assumed his position in April 2015. His experience prior to the University includes ten years at the University of Wyoming as Director of Information Services and eight years in private industry. Mr. Ewart received a bachelor's degree in management information systems and a Master of Public Administration, both from the University of Wyoming.

Kim Rytter – General Counsel. Mr. Rytter was appointed General Counsel effective June 1, 2024, after serving as interim general counsel beginning in October 2023. He joined the University in 2017 as Senior Associate General Counsel and then served as Deputy General Counsel. Prior to joining the University, he served as Deputy General Counsel of the Oklahoma Department of Public Safety for six years. Mr. Rytter has a Bachelor of Arts from Mississippi State University and a Juris Doctor from South Texas College of Law.

### CERTAIN UNIVERSITY FACILITIES

Facilities Generating Sales and Service Revenue. The University's housing and student union facilities (the revenues from which constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues) currently include (i) 11 residence hall buildings containing dormitory style student living (collectively, the "University Residence Halls"); (ii) three apartment complexes, which provide housing for upper class students and students with families (collectively, the "University Apartment Complexes"), and (iii) the Idaho Student Union Building (the "ISUB"). Revenues from the University's parking facilities (the "University Parking Facilities") also constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues.

<u>University Residence Halls.</u> The University Residence Halls can accommodate, collectively, up to 2,077 students, with an average of approximately 2,020 beds

available. The University Residence Halls offer a variety of amenities including: (i) computer labs and in-room wireless high-speed internet; (ii) recreational and lounge space; (iii) laundry facilities; (iv) kitchen areas; and (v) academic/study space. Over the past five Fiscal Years ending June 30, 2024, the average fall occupancy rate for the University Residence Halls was 86%, without adjustment for COVID closures, and the occupancy rate for fall 2024 was 95%.

<u>University Apartments</u>. The University Apartment Complexes provide a collective 214 apartments, ranging in size from one bedroom to four bedrooms available for occupancy by students and their families. Amenities available at University Apartment Complexes include: (i) high-speed wireless internet connections; (ii) in-apartment laundry hook-ups; (iii) play areas; and (iv) a community center. The average fall occupancy rate for the University Apartment Complexes over the past five Fiscal Years was 93%, without adjusting for COVID closures, and the occupancy rate for fall 2024 was 96%.

Idaho Student Union Building. Completed in 2000, the ISUB is designed to be the center of campus life and provides programs, amenities, and services to enhance the educational experience of University students. The ISUB is a multi-use facility with approximately 100,000 square feet. In addition, the ISUB has an information desk, food court, coffee shop, convenience store, credit union, copy center, art gallery, computer kiosks, ATMs and administrative offices. The facilities infrastructure includes high-speed LAN and video data capabilities, public lounges, wireless network, computer checkout, and flat screen monitors to provide information about building and campus activities. The ISUB was formerly known as the Idaho Commons Building and was renamed in the fall of 2019. In conjunction with the renaming of the building in 2019, a student board was created to help provide input and recommendations for use of the ISUB.

<u>Parking Facilities</u>. Currently, the University Parking Facilities are comprised of 99 surface parking lots with a total of approximately 6,000 parking spaces covering approximately 44 acres of the Moscow campus, all of which are operated and maintained by the University. The University is responsible for all permit distribution, enforcement, event transportation, space allocation, alternative transportation support and maintenance. The University has a comprehensive parking plan to ensure that the University Parking Facilities are financially self-supporting.

Spectator and Recreation Facilities. The University's spectator and recreation facilities (the revenues from which constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues) include the Kibbie Dome, the Memorial Gym, the Recreation Center, the Dan O'Brien Track Complex, the Swim Center, the University Golf Course and the Idaho Central Credit Union Arena. Following is a brief description of these facilities.

<u>P1FCU Kibbie Dome.</u> The Associated Students of University of Idaho Kibbie Dome (the "Kibbie Dome") was originally constructed in 1972 and is North Idaho's largest athletic spectator facility. It is used for intercollegiate home football games, women's soccer games, basketball games, indoor track and field events, high school football playoffs, the Lionel Hampton Jazz Festival, concerts, sport camps, conferences, classes, intramurals, student club activities, and University commencements. In 1984, the "East End" offices and locker rooms were added to the Kibbie Dome. In April 2004, the

University completed another expansion of the Kibbie Dome to add the "Vandal Athletic Center." The expansion included a new 7,000 square foot weight room, recreational and varsity locker rooms, an aquatic exercise pool, and a new foyer. In 2007, major improvements were carried out in the training room along with completion of team meeting rooms. In 2010 and 2011, the end walls were replaced with state-of-the-art translucent panels as part of a major "life safety" project to bring the building up to current code requirements. In conjunction with the end-wall replacement and fire-safety measures, expanded premium seating, suites and loge boxes were added and the press box was completely rebuilt. A new large video scoreboard was added in 2013. In the summer of 2017, the portable artificial turf system was replaced allowing both football and women's soccer to use the Kibbie Dome floor. In 2021, a new outdoor practice turf was installed.

<u>Memorial Gym.</u> The Memorial Gymnasium, constructed in 1928, is the oldest athletic building on campus. The building serves as one of the University's indoor sports and entertainment complexes. In addition to hosting varsity volleyball, the Memorial Gym is used for concerts, community events, state gymnastics meets, regional basketball tournaments, intramural activities and physical education classes, and houses a gymnasium, multi-purpose room, combative room, locker rooms, and various offices. In 2021, the Memorial Gymnasium floor was resurfaced.

<u>The Recreation Center.</u> The Student Recreation Center was completed in 2002. It is approximately 85,500 square feet, and includes more than 7,200 square feet of open recreational space, two regulation-size basketball courts, a multipurpose gymnasium, a large aerobics/cardiovascular multipurpose workout space, a running track, a climbing wall, a childcare center, a first-aid and athletic training area, classroom and activity spaces, a cafeteria, and space for rental of recreational equipment.

<u>Dan O'Brien Track Complex.</u> The Dan O'Brien Track, named in 1996 for University alumnus and 1996 Olympic Decathlon Gold Medalist Dan O'Brien, was constructed in 1969 and renovated in 2012, and serves as the University's outdoor varsity, academic and recreational track facility. It consists of a 400-meter, 8-lane track, a long jump area, a throwing area, a high jump area, a pole vault area, coaches' offices, and spectator facilities that accommodate approximately 1,000 spectators.

<u>Swim Center</u>. The Swim Center serves many students, faculty, staff and the community at large with the goal of providing a safe environment for healthy lifestyles through aquatics. It was built in 1970 and has undergone several renovations, the most recent in 2021 to update the record boards, and includes an eight-lane 25-yard competitive pool, two 25-yard pools and a four-lane 25-yard shallow, warm-up/teaching pool. The competitive pool also has a one-meter and three-meter diving board. This 33,800 square foot facility supports academic classes, swim competitions, swim lessons, training and certification courses, general fitness and recreation, and is the home for the Vandal women's swimming and diving team programs.

<u>University Golf Course.</u> The University owns and operates an 18-hole golf course on the University's Moscow campus. The course supports the University's PGA-certified Golf Management Program and is also open to the public approximately eight months each year and provides lessons, cart and club rentals, and a retail pro shop. The

University recently acquired an indoor simulator that allows the golf course to actively support golf leagues year-round.

Idaho Central Credit Union Arena. The Idaho Central Credit Union Arena (the "Arena") opened in October 2021. The 66,000 square-foot arena has a seating capacity of 4,200 and is the new home for the University's men's and women's basketball teams, as well as a gathering place for academic events, concerts and other special events. This unique signature mass timber sports arena showcases the Idaho timber industry by using timber harvested from the University of Idaho Experimental Forest and includes participation from other wood industry partners throughout the State of Idaho. The Arena was financed with a portion of the proceeds of the University's General Revenue and Refunding Bonds, Series 2020A, together with a \$10 million naming-rights contribution from Idaho Central Credit Union, student facility fees, other donations and University funds.

### STUDENT BODY

The University admits first-year students who graduate from regionally accredited high schools with an overall grade point average ("GPA") of at least 3.0 and who complete a defined set of core high school classes. First-year students with less than a 3.0 high school grade point average must also meet minimum ACT or SAT scores. Transfer students are admitted based on the cumulative grade point average earned in all college-level courses completed after high school graduation, with a minimum GPA of 2.00 being required. Some programs require a higher transfer GPA for admission. Home schooled students, graduates of non-accredited high schools, or students not meeting the admission criteria are considered by the University's Admissions Committee.

Approximately 65% of the University's fall 2024 student body were residents of the State. The tables on the following page set out certain statistics concerning the University's enrollment for the fall semesters of the years indicated.

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### **ENROLLMENT AND GRADUATION STATISTICS**

(Fall Semester)<sup>1</sup>

	2020	2021	2022	2023	20242
Students	(FY21)	(FY22)	(FY23)	(FY24)	(FY25)
Full-Time Equivalents (FTE)	8,619	8,736	8,886	9,216	9,724
Head Count	10,791	11,303	11,507	11,849	12,286
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Undergraduate Students					
Full-time:					
Residents	4,591	4,348	4,388	4,432	4,711
Non-residents	1,732	2,142	2,520	2,441	2,606
Subtotal	6,323	6,490	6,908	6,873	7,317
Part-time:					
Residents	1,849	2,161	2,043	2,242	2,111
Non-residents	194	191	203	154	146
Subtotal	2,043	2,352	2,246	2,396	2,257
Graduate Students					
Full-time:					
Residents	781	733	529	621	695
Non-residents	786	891	972	1,050	1,062
Subtotal	1,567	1,624	1,501	1,671	1,757
Part-time:	,	-,	-,	2,0,1	-,,,,,
Residents	516	488	464	452	460
Non-residents	342	349	388	457	495
Subtotal	858	837	852	909	955
Total Undergraduate					
Total Olidergraduate	8,366	8,842	9,154	9,269	9,574
	8,300	0,042	9,134	9,209	9,574
Total Graduate Students					
	2,425	2,461	2,353	2,580	2,712
Grand Total					
	10,791	11,303	11,507	11,849	12,286
Freshman Students					
Applying	9,941	9,809	13,393	12,222	13,443
Accepted	7,419	7,985	9,891	9,666	10,154
Enrolled	1,425	1,656	1,951	1,869	2,025
Resident	1,007	1,054	1,151	1,227	1,292
Average ACT Score	23.5	24.0	23.6	24.5	23.5
Average SAT Score	1,116	1,109	1,120	1,076	1,109
Average High School GPA	3.44	3.47	3.48	3.44	3.47
Percentage graduating in top 25% of their high school class	39%	40%	40%	37%	40%

Headcount information is federally reported to the Integrated Postsecondary Education Data System (IPEDS). Professional development only students or co-op students are not included in these census counts.

<sup>&</sup>lt;sup>2</sup> The fall 2024 enrollment statistics relate to the University's 2025 fiscal year currently in progress.

### **EMPLOYEES**

As of January 1, 2025, the University had approximately 4,896 full-time and part-time employees. Faculty and staff include 812 faculty and other academic appointments, [\_\_\_] professional and classified staff, and [\_\_] temporary employees. The University also employed [\_\_] students. The University is not a party to any collective bargaining agreement, although there are employee associations that bring salary issues and other concerns to the attention of the University.

#### EMPLOYEE RETIREMENT BENEFITS

All benefit eligible employees, which consist of employees who work 20 or more hours per week for five consecutive months, must enroll in one of two retirement plans—the State's Public Employees' Retirement System of Idaho ("PERSI") or the Optional Retirement Program ("ORP"), which is a plan offered to faculty and non-classified staff effective 1990 and thereafter.

PERSI. The University's classified employees, including its faculty hired prior to July 1, 1990, are covered under PERSI. Additionally, new faculty and professional staff who are vested in PERSI have the option of remaining in or returning to PERSI with written affirmation of this decision within 60 days of employment. PERSI is the administrator of a multiple-employer cost-sharing defined benefit public employee retirement system. A retirement board (the "PERSI Board"), appointed by the governor and confirmed by the State Senate, manages the system, including selecting investment managers to direct the investment, exchange and liquidation of assets in the managed accounts and establishing policy for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the system.

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan ("PERSI Base Plan"), the Firefighters' Retirement Fund and the Judges' Retirement Fund; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 414(k) and 401(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers.

PERSI membership is mandatory for eligible employees of participating employers. Employees must be: (i) working 20 hours per week or more; (ii) teachers working a half-time contract or greater; or (iii) persons who are elected or appointed officials. Membership is mandatory for State agency and local school district employees, and membership by contract is permitted for participating political subdivisions such as cities and counties. As of June 30, 2024, PERSI Base Plan had 78,354 active members (of whom 45,229 are entitled to vested benefits), 56,084 retirees and beneficiaries (of whom 16,546 are entitled to vested benefits). In addition, as of June 30, 2024, there were 862 participating employers in the PERSI Base Plan and total membership in PERSI was 189,492.

The change in net position for all pension and other funds administered by PERSI increased \$1.7 billion and increased \$1.6 billion in Fiscal Year 2024 and Fiscal Year 2023, respectively. The change in the defined benefit plans reflects the total of contributions received and investments return less benefits paid and administrative expenses. All of the plans experienced investment gains in Fiscal Year 2024 as a result of positive market performance. Net investment income (loss) for all of the funds administered by PERSI for Fiscal Year 2024 and Fiscal Year 2023 was \$2.1 billion and \$2.0 billion, respectively.

Annual actuarial valuations for PERSI are provided by the private actuarial firm of Milliman, which has provided the actuarial valuations for PERSI since PERSI's inception. As a result of the statutory requirement that the amortization period for the UAAL be 25 years or less, the PERSI Board must annually analyze contribution rates. The contribution rates as of June 30, 2024, as listed below, are adequate to amortize the normal cost and UAAL balance over the required 25-year period.

#### **Contribution Rates**

	<u>Member</u>			<u>Emp</u>	<u>loyer</u>
General	School Employees	Fire/ <u>Police</u>	General	School Employees	Fire/ <u>Police</u>
6.71%	7.62%	9.83%	11.18%	12.69%	13.26%

Source: Financial Statements June 30, 2024 Public Employee Retirement System of Idaho

The most recent major experience study, completed in August 2021, covered the period July 1, 2015 through June 30, 2020. The next major PERSI experience study is anticipated to be completed in 2025 and will cover the period of July 1, 2020 through June 30, 2024.

The University's required and paid contributions to PERSI for Fiscal Year 2023 and Fiscal Year 2024 were \$6,950,460 and \$7,018,314, respectively. Contribution requirements of PERSI and its members are established by the PERSI Board within limitations, as defined by state law.

University is required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI. The University recorded a net pension liability as of June 30, 2023 of \$53,732,105 and \$54,634,969 as of June 30, 2024, representing its proportionate share of liability under PERSI. The net pension liability for each year was measured as of June 30, 2023 and 2022 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of those dates. The University's proportion of the net pension liability and asset was based on the share of contributions by the University relative to the total contributions of all participating PERSI employers. At June 30, 2023 and 2022, the University proportion was 1.37 % and 1.36%, respectively.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained at, www.persi.idaho.gov (which website is provided purely for convenience and is not incorporated or made a part of this Official Statement by this reference). Much of the information in this section comes from the PERSI Financial Statements, June 30, 2024, and therefore the information is from a source not within the University's control.

*ORP*. Faculty and non-classified staff hired on or after July 1, 1990 have been enrolled in ORP, and faculty and staff hired before that date were offered a one-time opportunity in 1990 to withdraw from PERSI and join ORP. ORP is a portable, multiple-employer, defined contribution retirement plan with options offered by Teacher's Insurance Annuity Association and Variable Annuity Life Insurance Corporation.

Employer contributions are determined by the State of Idaho. The University's required and paid contributions to ORP for Fiscal Year 2023 and Fiscal Year 2024 were \$10,783,971 and \$11,538,860, respectively. The University has no additional obligation to fund ORP benefits once it makes the required contributions at the applicable rate. The University has made all contributions it is required to make to ORP to date.

For additional information concerning the University's pension benefits, see Note 13 of "APPENDIX A — AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023."

*OPEB*. The University participates in other multiple-employer defined benefit post-employment benefit plans relating to health and disability for retired or disabled employees that are administered by the State of Idaho, as agent, as well as a single-employer defined benefit life insurance plan. Idaho Code establishes the benefits and contribution obligations relating to these plans. The University funds these benefits on a pay-as-you-go basis, which the University has continued to make on a timely basis; the University has not set aside any assets to pay future benefits under such plans. On June 30, 2024, the University recognized an OPEB expense of \$3,044,299.

For additional information concerning post-retirement benefits other than pensions, see Note 14 of "Appendix A— Audited Financial Statements Of the University For the Fiscal Years Ended June 30, 2024 and 2023."

#### **CYBERSECURITY**

The University employs a complex technology environment to conduct its operations and faces multiple cybersecurity threats such as hacking, phishing, viruses, malware, ransomware and other attacks to its computing and other electronic platforms and systems. As a recipient and provider of personal, private, or sensitive information, the University may be the target of cybersecurity incidents that could result in adverse consequences to information and systems. Cybersecurity incidents could result from unintentional events or from deliberate attacks. To mitigate the risks and consequences of cybersecurity incidents or cyber-attacks the University has invested in technological safeguards and has adopted policies and procedures to protect information as well as ensure compliance with state and federal regulations. In addition, the University has cybersecurity liability coverage through the State of Idaho Risk Pool, which is self-funded by the State of Idaho, with a deductible to the University. The costs of remedying any damage from a cyber-attack or protecting against future attacks could be substantial and expose the University to material litigation and other legal risks. The University has not experienced a material breach of cybersecurity in the last ten years.

### **INSURANCE**

The University maintains liability, property, and employee fidelity insurance in amounts deemed adequate by University officials. The University has a full-time risk management staff that administers insurance coverage and claims, and reviews the adequacy of such policies and verifies the University's compliance with insurance requirements imposed by agreements, such as the Resolution. As of June 30, 2024, the total insured replacement value of the University's buildings, contents and improvements was approximately \$2,230,992,273.

The University began self-funding its medical and dental programs for active employee and retiree health starting July 1, 2005. Self-funding is a financial arrangement in which

medical claims are administered by a third-party, but paid directly from University funds instead of by an insurer. The financial risk of the self-funding arrangement is managed through the creation of a financial reserve established by the University to fund unexpected claims and incurred-but-not-reported claims in the event that the self-funding arrangement is ever terminated. In addition, the University's financial exposure for unexpected claims are limited through the purchase of reinsurance (stop-loss coverage) for both individual and aggregate claim liability.

The University continues to take a proactive approach managing its health plans, including offering a High Deductible Health Plan with a Health Savings Account, expanding coverage for wellness related services, and working with an employee advisory group to address needs and concerns of University employees.

### FINANCIAL INFORMATION REGARDING THE UNIVERSITY

The principal sources of University revenues are direct appropriation of State revenues by the State legislature (the "Legislature"), Student Fees, federal government appropriations, grants and contracts, gifts to the University, F&A Recovery Revenues, Investment Income, Sales and Services Revenues, and Other Operating Revenues. Of these revenue sources, Student Fees, Investment Income, Sales and Services Revenues, F&A Recovery Revenues, and Other Operating Revenues are included in Pledged Revenues. The following describes the University's current financial position, along with revenue sources that are not included in Pledged Revenues, as well as certain Pledged Revenues. See "SECURITY FOR THE SERIES 2025A BONDS."

### STATE APPROPRIATIONS

If, in the course of a Fiscal Year, the Governor determines that the expenditures authorized by the Legislature for the current Fiscal Year exceed anticipated revenues expected to be available to meet those expenditures, the Governor, by executive order, may reduce ("Holdback") the spending authority on file in the office of the Division of Financial Management for any department, agency or institution of the State, and the Governor may request that the Board of Examiners approve a reversion ("Reversion") which would make the temporary Holdback permanent and return appropriations to the General Fund.

The table on the following page sets forth the Legislative appropriations from the State General Fund for all higher education institutions and for the University for the Fiscal Years shown.

### STATE GENERAL FUND APPROPRIATIONS

					University of
	Total State				Idaho % of
	Appropriations	University of Idaho	University of		Total State
	Colleges and	General Fund	Idaho Total State	Total State	General
Fiscal Year	Universities <sup>(1)</sup>	Appropriations <sup>(2)(3)</sup>	Appropriations	General Fund <sup>(1)</sup>	Fund
2025	\$365,098,400	\$109,126,500	\$123,988,500	\$5,266,863,200	2.35
2024	353,942,200	105,504,500	119,984,600	5,181,036,700	2.32
2023	338,065,500	100,862,300	115,342,400	4,624,520,500	2.49
2022	313,109,200	95,125,900	107,623,400	4,222,572,600	2.55

<sup>(1)</sup> Source: Sine Die Report for the respective legislative years.

### RESTRICTED-EXPENDABLE REVENUES

The United States government and various other public and private sponsoring agencies, through various grant and contract programs, provide a substantial percentage of the University's operating revenues. The use of such funds is usually restricted to specific projects. Such revenues include grants and contracts for research, public service, gifts, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these various grants, contracts, and gifts. The University's restricted but expendable revenues for the years ending June 30, 2023 and June 30, 2024 were \$141,002,015, and \$166,876,901, respectively.

Pledged Revenues do not include Restricted Fund Revenues. However, Pledged Revenues do include F&A Recovery Revenues, which consist of revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University. See "Security For The Series 2025A Bonds-Pledged Revenues-Facilities and Administrative Recovery Revenues" and "Historical Revenues Available for Debt Service" above.

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, totaled approximately \$105,084,586 for Fiscal Year 2024. Of such amount, approximately \$46,317,456 was in the form of direct student loans. Due to uncertainty with respect to the amount of federal grants, donations, and other sources the University expects to receive for the purpose of providing financial aid, the University cannot determine the amount of financial aid that will be available in future years.

### FEDERAL FUNDING UNCERTAINTIES

On February 7, 2025, the National Institutes of Health ("NIH") issued a notice announcing that institutions of higher education, among other organizations, will be subject to a new 15% limit on indirect cost recovery rate with regard to NIH grants. While this action is currently stayed by the courts, if implemented in current or similar form, this limit may result in a substantial reduction in federal funding for the University's costs associated with its research facilities and administration. In addition, the U.S. Department of Education has indicated that it views a wide variety of actions that may be taken by colleges and universities to create diversity

<sup>(2)</sup> Source: Legislative appropriations bills for the respective legislative years: House Bill 387 for Fiscal Year 2022, House Bill 776 for Fiscal Year 2023, Senate Bill 1176 for Fiscal Year 2024, and House Bill 458 and House Bill 734 for Fiscal Year 2025.

<sup>(3)</sup> Totals do not match University Audit as the number does not reflect all State appropriations, only General Fund.

as unlawful, and that such actions may result in the loss of federal funding. In Fiscal Year 2024, the University received approximately \$89.5 million of Federal funding from various Federal agencies including NIH, the Department of Education, the Department of Agriculture, National Science Foundation, and other Federal agencies. Included in this amount was approximately \$14 million for indirect cost recoveries from NIH.

While the financial impact on the University resulting from the totality of potential developments at the federal level cannot be quantified at this time, any such developments may, directly or indirectly, have a material adverse effect on the current and future financial profile and operating performance of the University. In general, in the event of reduced federal grants and awards, the University would expect to reduce expenditures funded by such grants and awards by a like or similar amount to address the fiscal impact, or use cash reserves or a line of credit to address shorter-term funding needs, but the timing and level of any such responsive measures cannot be fully determined at this time.

The University may also be negatively impacted by regulatory changes to programs administered by the Department of Energy, the National Science Foundation, and others; elimination of existing tax credits; cuts to federal spending on research, healthcare and other programs; curtailment of tax-exempt bond financing; reduced funding for financial aid programs; and immigration policies that impact international student enrollment.

The University's grant with the U.S. Department of Agriculture ("USDA") Partnerships for Climate-Smart Commodities was terminated. The project was intended to increase climate-smart practices on more than 200 farms in Idaho. The total federal funding for the project was \$59 million, with approximately 50% of federal funds going directly to the farm participants. The loss to the University is somewhat difficult to quantify at this time. Thirty-one positions at the University were affected by this loss. Sixteen of those positions were able to be reassigned. The stop-work order from the USDA Natural Resources Conservation Service required 5 employees to stop all work on the project immediately. Due to contractual obligations, the University paid those individuals for the required notice of termination periods ranging from two weeks to 60 days, which cost the University approximately \$40,000. The University is looking at restructuring the project and partnerships, and intends to reapply to the USDA for a similar grant.

### **BUDGET PROCESS**

The University operates on an annual budget system. Its Fiscal Year begins July 1 of each year. The budget process, as well as the administration of the expenditures authorized through the process, is administered through the offices of the President and the Vice President for Finance and Administration in collaboration with the departmental faculty and other administrative officers. The internal budget process concludes with a general budget proposal for the following Fiscal Year being submitted in consolidated form by the University administration to the Regents in August of each year.

The University's budget is approved by the Regents prior to the commencement of the Fiscal Year, usually at the June meeting. At that meeting, the Regents, in their capacity as members of the State Board of Education, approve the annual budgets for the other institutions of higher education as well.

### **INVESTMENT POLICY**

Board policy establishes permitted investment categories for the University. See Note 3 of "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023." Money in Funds and Accounts established under the Resolution are required to be invested in Investment Securities, as described in "APPENDIX D—SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION—PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS — Establishment of Funds; Revenue Fund; Bond Fund; Flow of Funds; Investment of Funds." The University has not experienced any significant investment losses or unexpected limitations on the liquidity of its short-term investments. See "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023" for further information.

### NO INTEREST RATE SWAPS

The University has not entered into, nor does it expect to enter into, any interest rate swaps or other derivative products.

THE UNIVERSITY OF IDAHO FOUNDATION, INC.

With total assets of \$509 million, the University of Idaho Foundation, Inc. (the "Foundation") is the largest public foundation in the State of Idaho. The Foundation is a nonprofit corporation organized under Idaho law in 1970. Its purpose is to receive, manage and otherwise deal in property and apply the income, principal and proceeds of such property for the benefit of the University. A 25-member board of directors, elected annually by the Foundation members, manage the Foundation.

Assets managed in the Foundation's Consolidated Investment Trust endowment pool was valued at \$431 million at the close of Fiscal Year 2024. Gifts for endowments and current use continue to assist the University with its key strategic initiatives: student access, sustainable solutions, and a thriving Idaho. The Foundation manages over 1,600 endowments for the benefit of the University.

The University continues to see record-breaking fundraising. The five year fundraising average was \$55.9 million as of Fiscal Year 2024. In October 2022, the University launched phase II of its comprehensive fundraising campaign: *Brave. Bold. Unstoppable*. The campaign emphasizes the need for additional charitable contributions to support student scholarships, and Idaho's rural and urban communities with ready access to healthcare, affordable housing and education.

Since Fiscal Year 2004, the University has been required to discretely present the Foundation as a component unit. Financial information concerning the Foundation is contained in Note 18 to the University's audited financial statements for Fiscal Year 2024 included in Appendix A hereto.

### NEW AND FUTURE CAPITAL PROJECTS

The University may not undertake any capital project or long-term financing without prior Board approval. The University is not planning to issue any additional debt within the next 12 months for capital projects. The following is a description of the capital projects the University is currently working on, none of which are expected to require additional debt.

Center for Agriculture, Food and Environment. The Center for Agriculture, Food, and Environment (the "CAFE") will be the country's largest and most advanced research center targeting the dairy and allied industries. It will support a sustainable dairy production system located in a semi-arid environment in the third largest dairy producing state. CAFE's location, herd size and research scope make it uniquely positioned to address real-world issues facing the dairy and food processing industries. CAFE is a regional model that will include a research dairy and a water and soil health demonstration farm in Rupert, Idaho; an outreach and education center in Jerome, Idaho; and a food processing plan in Twin Falls, Idaho. The \$45 million CAFE project is being financed with a direct appropriation of \$10 million from the State of Idaho, along with industry and individual contributions, including \$1 million from Chobani. Phase II of construction began in the summer of 2024 and cow milking at the research facility is expected to begin in early 2026.

Meat Science and Innovation Center. The state-of-the art facility on the Moscow campus will replace the aging College of Agriculture and Life Sciences Meat Sciences Lab and will house the meat science program and the Vandal Brand Meats retail operation. This program provides students with practical hands-on experience in meat processing along with on-the-job training in one of north central Idaho's few federally inspected livestock processing facilities. Boise-based Agri Beef, one of Idaho's best-known integrated meat processors, donated \$2 million to the project, and total fundraising totaled nearly \$5 million of the total \$17.2 million project cost. Groundbreaking for the facility occurred in October 2023 and substantial completion is estimated to be late November 2025.

### OUTSTANDING DEBT

The University has the following debt outstanding as of January 1, 2025:

Name of Issue	Date Incurred	Final Maturity Date	Original Principal Amount	Principal Amount Outstanding	
General Revenue and Refunding Bonds, Series 2013A	2013	2033	\$8,745,000	\$950,000	
General Revenue and Refunding Bonds, Series 2015A	2015	2026	\$16,280,000	\$2,705,000	
General Revenue and Refunding Bonds, Series 2018A	2018	2041	\$29,145,000	\$9,630,000	
General Revenue and Refunding Bonds, Series 2020A	2020	2050	\$44,015,000	\$41,020,000	
General Revenue Refunding Bonds, Series 2021A	2021	2041	\$38,295,000	\$34,725,000	
General Revenue and Refunding Bonds, Series 2022A	2022	2045	\$38,075,000	\$35,900,000	
General Revenue Note, Series 2024	2024	2025	\$42,440,000	\$42,440,000(1)	
Total (2)(3)			\$216,995,000	\$167,370,000	

<sup>(1)</sup> The Series 2024 Note will be paid off with a portion of the proceeds of the Series 2025A Bonds. See "The Housing Project." (2) All of these obligations are currently Outstanding under the Resolution.

For additional information regarding the University's outstanding debt, see Note 11 of "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023."

### University of Phoenix

On May 18, 2023, the Regents considered a proposal from the University for the formation of an Idaho nonprofit corporation (whose name was later changed to Four Three Education, Inc., ("43EI")) with the Regents as the sole member, for the purpose of acquiring substantially all of the assets of the University of Phoenix ("Phoenix") through an Asset Purchase Agreement (the "APA"). The APA called for certain commitments from the University deemed advisable to secure financing and facilitate regulatory approvals. The Regents approved the formation of the nonprofit corporation as described and approved signing the APA for the purpose of acknowledging the University commitments. The Board of Directors of 43EI approved the execution of the APA by the President of 43EI.

The University initiated this transaction as part of the University's strategic plan which identified the goal of access to a robust platform for online education.

<sup>(3)</sup> Totals exclude the issuance of the Series 2025A Bonds.

The APA provided for an outside date of May 31, 2024, prior to which the parties expected to close the transaction, and after which either party could give notice of termination of the APA if no closing had occurred.

On June 20, 2023, the Idaho Attorney General filed a lawsuit (the "AG Lawsuit") in Idaho District Court for the Fourth Judicial District alleging, among other things, that the meeting of the Regents at which it had authorized the formation of 43EI and the APA violated the provisions of the Idaho Open Meetings Act (the "Meetings Law"), asserting that such violations rendered the actions at the meeting void. The Regents defended the suit and on January 30, 2024, the Judge in the District Court ruled in favor of the Regents. The Attorney General appealed. On appeal, the Idaho Supreme Court identified certain unresolved factual issues, and in its order of December 5, 2024, remanded the case for further proceedings.

The pendency of the AG Lawsuit made entry into the financial markets untenable, and therefore the University and Phoenix did not progress to consummating the APA. Consequently, as of May 31, 2024, (the outside date under the APA) no closing had occurred. However, neither the University nor Phoenix gave notice of termination of the APA. Rather, on June 30, 2024, the parties executed an Amendment No. 1 to the APA (the "2024 Amendment") which, among other things, extended the outside date to June 10, 2025, and called for payment of an extension fee from Phoenix to 43EI or the designee of 43EI in the amount of \$5 million. 43EI designated the University to receive this payment in partial reimbursement for the University's transaction costs arising out of the APA.

On June 5, 2025, the Regents and 43EI approved a termination agreement (the "Termination Agreement") terminating the APA. The Termination Agreement provided that Phoenix pay 43EI or its designee a termination fee in the amount \$17,244,420, with credit given for the \$5 million extension fee paid pursuant to the 2024 Amendment, for a net payment of \$12,244,420. 43EI designated the University to receive this payment as reimbursement for the balance of the University's expenses arising out of the APA. In light of the Termination Agreement, the University is in discussions with the Attorney General regarding resolution of the AG Lawsuit and has proposed a stipulation to dismiss.

The University continues to believe in the importance of an online platform, either of its own development or in concert or affiliation with other public or private providers, and is evaluating its alternatives in that regard.

Moody's Investors Service ("Moody's) maintains an A1 revenue bond rating on the University's existing bonds. On February 14, 2024, Moody's placed the rating under review for downgrade and changed its outlook from "stable" to "under review", citing the potential for the 43EI acquisition of Phoenix assets, the potential bond financing of the purchase, and the University's commitments under the APA. As a result of the Regents approval of the Termination Agreement, on June 9, 2025, Moody's withdrew its notice for reviewing the rating and confirmed its rating of A1 and rating outlook as stable. See "RATINGS" herein.

### FINANCIAL STATEMENTS

CliftonLarsonAllen LLP audited the financial statements of the University as of and for the Fiscal Years ended June 30, 2024 and 2023, both of which are included as APPENDIX A to this Official Statement, except that the financial statements of the University's discretely

presented component unit as described in Note 18 to such audited financial statements, and the University of Idaho Health Benefits Trust as described in Note 12 to such audited financial statements, were audited by other auditors, as stated in their report appearing therein. These financial statements are the most recent audited financial statements of the University.

CliftonLarsonAllen LLP has not been engaged to perform and has not performed, since the date of such report, any procedures on the financial statements addressed in the respective report. CliftonLarsonAllen LLP has not performed any procedures relating to this Official Statement, and has not consented to the use of the financial statements of the University in this Official Statement.

#### TAX MATTERS

### SERIES 2025A BONDS

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described below: (i) interest on the Series 2025A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Tax Code, (ii) interest on the Series 2025A Bonds is excluded from alternative minimum taxable income as defined in Section 55(b) of the Tax Code; however, to the extent such interest is included in calculating the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Tax Code), such interest is subject to the alternative minimum tax applicable to those corporations under Section 55(b) of the Tax Code, and (iii) interest on the Series 2025A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho.

The Tax Code imposes several requirements which must be met with respect to the Series 2025A Bonds in order for the interest thereon to be excluded from gross income and alternative minimum taxable income. Certain of these requirements must be met on a continuous basis throughout the term of the Series 2025A Bonds. These requirements include: (a) limitations as to the use of proceeds of the Series 2025A Bonds; (b) limitations on the extent to which proceeds of the Series 2025A Bonds may be invested in higher yielding investments; and (c) a provision, subject to certain limited exceptions, that requires all investment earnings on the proceeds of the Series 2025A Bonds above the yield on the Series 2025A Bonds to be paid to the United States Treasury. The University covenants and represents in the Resolution that it will take all steps to comply with the requirements of the Tax Code to the extent necessary to maintain the exclusion of interest on the Series 2025A Bonds from gross income and alternative minimum taxable income under federal income tax laws in effect when the Series 2025A Bonds are delivered. Bond Counsel's opinion as to the exclusion of interest on the Series 2025A Bonds from gross income and alternative minimum taxable income is rendered in reliance on these covenants and assumes continuous compliance therewith. The failure or inability of the University to comply with these requirements could cause the interest on the Series 2025A Bonds to be included in gross income, alternative minimum taxable income or both from the date of issuance. Bond Counsel's opinion also is rendered in reliance upon certifications of the University and other certifications furnished to Bond Counsel. Bond Counsel has not undertaken to verify such certifications by independent investigation.

Section 55 of the Tax Code contains a 15% alternative minimum tax on the "adjusted financial statement income" of "applicable corporations" (as those terms are defined in Sections 56A and 59(k), respectively, of the Tax Code). "Applicable corporations" are generally corporations with average annual adjusted financial statement income over a three-year period of \$1 billion or more. "Adjusted financial statement income" generally means the net income or

loss of a corporation (including interest on the Series 2025A Bonds) as set forth on the corporation's applicable financial statement, adjusted as provided in Section 56A of the Tax Code. This 15% alternative minimum tax is applicable for tax years beginning after December 31, 2022. Corporations should consult their tax advisors about whether the corporation is an "applicable corporation" and if the corporation is such an applicable corporation, about the calculation of "adjusted financial statement income" and the alternative minimum tax for the corporation.

With respect to the Series 2025A Bonds that were sold in the initial offering at a discount (the "Discount Bonds"), the difference between the stated redemption price of the Discount Bonds at maturity and the initial offering price of those bonds to the public (as defined in Section 1273 of the Tax Code) will be treated as "original issue discount" for federal income tax purposes and will, to the extent accrued as described below, constitute interest which is excluded from gross income or alternative minimum taxable income under the conditions described in the preceding paragraphs. The original issue discount on the Discount Bonds is treated as accruing over the respective terms of such Discount Bonds on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on April 1 and October 1 with straight line interpolation between compounding dates. The amount of original issue discount accruing each period (calculated as described in the preceding sentence) constitutes interest which is excluded from gross income or alternative minimum taxable income under the conditions and subject to the exceptions described in the preceding paragraphs and will be added to the owner's basis in the Discount Bonds. Such adjusted basis will be used to determine taxable gain or loss upon disposition of the Discount Bonds (including sale or payment at maturity). Owners should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount may be included in "adjusted financial statement income" of "applicable corporations" for the purpose of the corporate alternative minimum tax imposed under Section 55(b) of the Tax Code for taxable years beginning after December 31, 2022. For this purpose, accrued original issue discount on the Discount Bonds may be deemed to be received and included in adjusted financial statement income in the year of accrual even though there will not be a corresponding cash payment. Applicable corporations should consult their tax advisors with respect to the appropriate timing and amount of original issue discount to include in "adjusted financial statement income" in any particular tax year beginning after December 31, 2022.

Owners who purchase Discount Bonds after the initial offering or who purchase Discount Bonds in the initial offering at a price other than the initial offering price (as defined in Section 1273 of the Tax Code) should consult their own tax advisors with respect to the federal tax consequences of the ownership of the Discount Bonds. Owners who are subject to state or local income taxation should consult their tax advisor with respect to the state and local income tax consequences of ownership of the Discount Bonds. It is possible that, under the applicable provisions governing determination of state and local taxes, accrued original issue discount on the Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The Tax Code contains numerous provisions which may affect an investor's decision to purchase the Series 2025A Bonds. Owners of the Series 2025A Bonds should be aware that the ownership of tax-exempt obligations by particular persons and entities, including, without limitation, financial institutions, insurance companies, recipients of Social Security or Railroad

Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, foreign corporations doing business in the United States and certain "subchapter S" corporations may result in adverse federal and state tax consequences. Under Section 3406 of the Tax Code, backup withholding may be imposed on payments on the Series 2025A Bonds made to any owner who fails to provide certain required information, including an accurate taxpayer identification number, to certain persons required to collect such information pursuant to the Tax Code. Backup withholding may also be applied if the owner underreports "reportable payments" (including interest and dividends) as defined in Section 3406 or fails to provide a certificate that the owner is not subject to backup withholding in circumstances where such a certificate is required by the Tax Code. Certain of the Series 2025A Bonds were sold at a premium, representing a difference between the original offering price of those 2025A Bonds and the principal amount thereof payable at maturity. Under certain circumstances, an initial owner of such bonds (if any) may realize a taxable gain upon their disposition, even though such bonds are sold or redeemed for an amount equal to the owner's acquisition cost. Bond Counsel's opinion relates only to the exclusion of interest (and, to the extent described above for the Discount Bonds, original issue discount) on the Series 2025A Bonds from gross income and alternative minimum taxable income as described above and will state that no opinion is expressed regarding other federal tax consequences arising from the receipt or accrual of interest on or ownership of the Series 2025A Bonds. Owners of the Series 2025A Bonds should consult their own tax advisors as to the applicability of these consequences.

The opinions expressed by Bond Counsel are based on existing law as of the delivery date of the Series 2025A Bonds. No opinion is expressed as of any subsequent date nor is any opinion expressed with respect to pending or proposed legislation. Amendments to the federal or state tax laws may be pending now or could be proposed in the future that, if enacted into law, could adversely affect the value of the Series 2025A Bonds, the exclusion of interest (and, to the extent described above for the Discount Bonds, original issue discount) on the Series 2025A Bonds from gross income or alternative minimum taxable income or both from the date of issuance of the Series 2025A Bonds or any other date, the tax value of that exclusion for different classes of taxpayers from time to time, or that could result in other adverse tax consequences. In addition, future court actions or regulatory decisions could affect the tax treatment or market value of the Series 2025A Bonds. Owners of the Series 2025A Bonds are advised to consult with their own tax advisors with respect to such matters.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether or not the Service will commence an audit of the Series 2025A Bonds. If an audit is commenced, the market value of the Series 2025A Bonds may be adversely affected. Under current audit procedures the Service will treat the University as the taxpayer and the 2025A Bond owners may have no right to participate in such procedures. The University has covenanted in the Resolution not to take any action that would cause the interest on the Series 2025A Bonds to lose its exclusion from gross income for federal income tax purposes or lose its exclusion from alternative minimum taxable income for the owners thereof for federal income tax purposes. None of the University, the Municipal Advisor, the Underwriters or Bond Counsel is responsible for paying or reimbursing any 2025A Bondholder with respect to any audit or litigation costs relating to the Series 2025A Bonds.

#### MUNICIPAL ADVISOR

The Regents have retained PFM Financial Advisors LLC as their municipal advisor (the "Municipal Advisor") in connection with the issuance of the Series 2025A Bonds. The Municipal Advisor has not been engaged to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent advisory firm and may not acquire any portion of the Series 2025A Bonds from the University as principal or as a syndicate member.

#### UNDERWRITING

The Series 2025A Bonds are being purchased by Wells Fargo Bank, National Association, as lead underwriter, on behalf of itself and RBC Capital Markets, LLC (together, the "Underwriters"). The purchase contract provides that the Underwriters will purchase all of the Series 2025A Bonds, if any are purchased, at a price of \$\_\_\_\_\_\_\_, representing the aggregate principal amount of the Series 2025A Bonds, plus original issuance premium of \$\_\_\_\_\_\_, and less an Underwriters' discount of \$\_\_\_\_\_\_.

The Underwriters may offer and sell the Series 2025A Bonds to certain dealers (including dealers depositing the Series 2025A Bonds in investment trusts) and others at prices lower than the initial offering prices (or prices corresponding to the yields) stated on the inside cover page hereof.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Products Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association ("WFBNA"), acting through its Municipal Finance Group, the sole underwriter of the Series 2025A Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2025A Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2025A Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2025A Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

A portion of the proceeds of the Series 2025A Bonds will be used to pay the principal of and interest on an extension of credit made to the University by Wells Fargo Municipal Capital Strategies, LLC, which is a subsidiary of Wells Fargo & Company.

#### **RATINGS**

As set forth on the cover page of this Official Statement, S&P Global Ratings has assigned its municipal rating of "[ ]" to the Series 2025A Bonds. [In addition, S&P Global Ratings will assign an enhanced rating of "AA" based on the Municipal Bond Insurance Policy to be issued by [insurance company]].

The ratings reflect only the views of the rating agency. An explanation of the significance of the ratings may be obtained from the rating agency. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the Series 2025A Bonds.

### LITIGATION

The University has reported that, as of the date hereof, there is no litigation pending or threatened that, if decided adversely to the interests of the University, would have a materially adverse effect on the operations or financial position of the University. There is no litigation of any nature now pending or threatened restraining or enjoining the issuance or sale of the Series 2025A Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the Series 2025A Bonds, the pledge and application of Pledged Revenues, or the existence or powers of the University.

### APPROVAL OF LEGAL MATTERS

All legal matters incident to the authorization and issuance of the Series 2025A Bonds are subject to the approval of Hawley Troxell Ennis & Hawley LLP, Bond Counsel to the University. Bond Counsel's approving opinion in the form of APPENDIX F hereto will be delivered with the Series 2025A Bonds. Certain legal matters will be passed upon for the University by the Office of General Counsel. Certain matters will be passed upon by Hawley Troxell Ennis & Hawley LLP, in its role as disclosure counsel to the University. Certain matters will be passed on for the Underwriters by their special counsel, Foster Garvey, PC. Any opinion of Underwriters' counsel will be limited in scope, delivered solely to the Underwriters and may not be relied upon by investors.

### **CONTINUING DISCLOSURE**

The University will enter into a Continuing Disclosure Undertaking (the "Undertaking") for the benefit of the Beneficial Owners of the Series 2025A Bonds. Pursuant to the Undertaking, the University will agree to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis, and a summary of other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is attached as APPENDIX E to this Official Statement.

The University has materially complied with its continuing disclosure undertakings in the last five years. The University has taken steps to ensure timely future compliance. A failure by the University to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending

the purchase or sale of the Series 2025A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2025A Bonds and their market price.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By <u>/s/ Brian Foisy</u>
Vice President for Finance and Administration

# APPENDIX A AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2024 AND 2023

APPENDIX B
SCHEDULE OF STUDENT FEES

## APPENDIX C GLOSSARY OF TERMS USED IN THE RESOLUTION AND OFFICIAL STATEMENT

### APPENDIX D SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

### APPENDIX E PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

APPENDIX F
PROPOSED FORM OF OPINION OF BOND COUNSEL

#### APPENDIX G BOOK ENTRY SYSTEM

#### THE DEPOSITORY TRUST COMPANY

### SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may apply only to certain issues)

- 1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- 2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized bookentry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.
- 3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- 4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual

Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- 5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
- [6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]
- 7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).
- 8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.
- [9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]
- 10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.
- 11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
- 12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

### APPENDIX H SPECIMEN MUNICIPAL BOND INSURANCE POLICY



# UI ON-CAMPUS HOUSING IMPROVEMENTS

PERMANENT FINANCING & INTERIM AUTHORITY REQUEST

JUNE 17-18, 2025



### **BACKGROUND**

The University of Idaho ("UI") seeks authorization for issuance of 2025 Bonds and additional interim financing authority for on-campus housing improvements.

- CHALLENGES: UI needs additional student housing to accommodate enrollment growth and address deferred maintenance needs.
  - UI enrolled 2,025 first-time freshmen for the 2024-25 academic year, +8.3%
     higher than the 2023-24 academic year.
  - On-campus residence halls would be at 104% capacity without utilizing the current overflow housing option.
  - UI has received 1,194 first-year housing applications for 2025-26 as of May 9,
     2025, +10% increase year-over-year.
- REQUEST: Approval to issue a series of tax-exempt general revenue bonds ("2025 Bonds"), not-to-exceed \$150.00mm to finance the housing improvement project to address current challenges and support continued growth. Also seeking approval for an additional \$25mm in interim financing authority to provide flexibility in the event of bond issuance delays due to market volatility.

**Board Involvement Overview** 

JANUARY 2023 SBOE approved Gilbane as Master Developer

APRIL 2024
Amendment to 6-year Capital Plan

MAY 2024 SB0E approved \$12.00mm in Spending Authorization

AUGUST 2024
Reimbursement Resolution for Use of Taxexempt Bonds for Housing Improvements

NOVEMBER 2024 Request for Capital Project and Development Agreement Approval

DECEMBER 2025
Interim Financing Approval

APRIL 2025
Tour of Existing Housing and South Hill
Construction Site

# I

### **EXISTING CONDITIONS**

As Freshman classes have grown, UI housing has struggled to keep pace with demand.

#### ENROLLMENT GROWTH

- Fall 2024 enrollment was 12,286, up 437 students from fall 2023. UI brought in a record-breaking 2,025 first-time freshmen. Of these new freshmen, 1,390 are living on-campus in Moscow, up nearly +6% (75 residents) from last year.
- Enrollment and housing applications trends suggest continued growth in 2025-26.

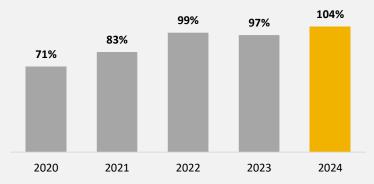
#### OCCUPANCY CHALLENGES

- Current Moscow residence hall capacity is 2,075 beds with an additional 200 beds of overflow housing from a master lease.
- Without overflow housing, fall 2024 occupancy would have been 104%, +7% increase over last year.

#### DEFERRED MAINTENANCE

- On-campus housing faces significant deferred maintenance making it increasingly difficult to meet safety standards and student expectations.
- Current offerings do not adequately meet the needs of current and future UI students; the buildings lack air conditioning, have HVAC issues, require investment in community/social spaces, and are generally in need of upgrades.









### **RENTAL RATES**

RJA conducted a market study in early 2024 that included collecting student survey responses from nearly 2,500 students. Students were asked a variety of questions, including preferences and interest at specific rental rates.

- Nearly 75% of students reported that living on campus had a positive or very positive impact on their overall UI experience; however, 40% of residents in Theophilus and Wallace rated their living conditions as less than satisfactory.
- DESIRE AND WILLINGNESS TO PAY FOR IMPROVED HOUSING
  - In-unit climate control, more amenities, better finishes, and more unit-types were the most highly desired housing improvements.
  - Students were given the option to select their preference for various unit configurations at existing, renovated, or new rental rates. 60% of students preferred renovated facilities/rates and 15% expressed a desire for new construction at associated rental rates (12% undergraduate, 47% graduate/professional).
  - The proposed new facilities represent less than 50% of the identified demand for new, apartment-style housing on-campus at UI.
  - Assumed rental rates for residence halls are below the peer group, and new apartment-style rates are consistent with comparable facilities in the Moscow community and new, apartment-style housing in the state.

57,500+
data points from UI students

(26%)
lower student
satisfaction in
overflow housing

55+ years

age of Theophilus
and Wallace

8.7% enrollment growth since fall 2021



### PEER BENCHMARKING

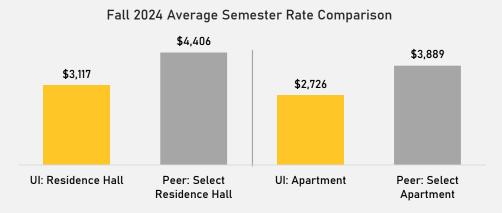
Ul's on-campus residence hall and apartment pricing was benchmarked against select peer residence halls based on comparable variety, quality, and volume of inventory.

#### CURRENT RATES

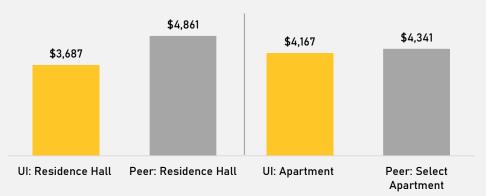
The University of Idaho's current rates are less expensive, on average, than the peer group. UI residence halls are 29% below the peer average, and apartment rates are 30% lower.

#### FUTURE RATES

- After the phased renovations and new construction, UI's housing rates will remain competitive:
- Residence hall rates are projected to still be a significant discount (24%) to the targeted peer group.
- Ul's apartment rates will also remain 4% below the select peer group average.



Projected Fall 2027 Average Semester Rate Comparison [1]



[1] UI projected rental rates reflect the new construction and renovations coming online. Peer rental rates assume 4% annual escalation in 2024 and 3% in 2025-2027. Peers include Idaho State, Boise State, and Washington State.

# I

### **PROJECT OVERVIEW**

Based on Board feedback, UI has focused on the initial set of investments to address the most immediate needs.

- REDEVELOPMENT OF SOUTH HILL APARTMENTS
  - Demolition of 161 out of 431 existing beds
  - New construction of 232 graduate housing beds
  - New construction of 180 family housing beds
  - New construction of the Village Commons Community Center
- RENOVATIONS TO EXISTING HOUSING FACILITIES
  - Wallace Residential Complex: 986 beds
  - Theophilus Tower: 406 beds

Total Project Budget1

	, ,	
	November 2024	June 2025
1 Hard Costs	\$125.28mm	\$108.23mm
2 Soft Costs	\$18.15mm	<mark>\$19.41mm</mark>
3 Utility Infrastructure Costs	\$8.53mm	<mark>\$12.15mm</mark>
4 University Costs	\$4.65mm	<mark>\$4.90mm</mark>
5 Project Contingency	\$6.21mm	<mark>\$9.31mm</mark>
6 Total Project Cost	\$162.82mm	\$154.00mm





<sup>[1]</sup> Between November 2024/June 2025 some line items have been reallocated between hard, soft, and contingency costs.

Total project budget shown is gross and may not align directly with the net-funded development cost presented elsewhere in this presentation.

# I

### **PLAN OF FINANCE**

The University continues to utilize various capital market strategies to most effectively finance the Project.

- INITIAL FUNDING (August 2024-Q2/Q3 2025)
  - Utilize existing U of I reserves
  - Funds spent on initial Project work planned to be replenished when the permanent financing is completed
- Interim Financing (December 2024-Q2/Q3 2025)
  - The University entered an interim financing arrangement to provide additional liquidity and financing schedule flexibility and potentially reduce costs
- Dual Path Forward (Q3 2025 Forward)
  - Each path forward is pending Board approval and feedback:
    - Permanent Financing
      - Issue general revenue bonds to fund the Project, a portion of the proceeds will refinance the Interim Financing and replenish the University's funds on hand utilized on the Project
    - Modification and Extension to Interim Financing
      - Issue an additional \$25 million of interim financing to provide financial flexibility if the permanent financing is delayed due to market volatility



#### **KEY CONSIDERATIONS**



CAPITAL MARKETS VOLATILITY



MACROECONOMIC TRENDS



### **PLAN OF FINANCE**

The project is financially feasible, with projected cash flow sufficient to fully service the projected debt obligations.

- HOUSING AUXILLARY
  - Net cash flow generated by the housing auxiliary can service the projected debt of the projected new debt and existing housing system debt
- PERMANENT FINANCING
  - Issue general revenue bonds to fund the Project
    - A portion of the proceeds will refinance the Interim Financing

- KEY CONSIDERATIONS
  - Capital Markets Volatility
- MITIGATION STRATEGIES
  - Current pro forma assumes 25 basis points of contingency to current market rates
  - Interest rates can increase approximately 80 basis points (in addition to the 25-basis point contingency) and still achieve a 1.0x DSCR for the housing auxiliary in FY28

	Housing Auxiliary Pro Forma									
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Revenue	15,234,264	14,739,063	20,180,113	23,195,689	22,975,834	23,665,109	24,375,062	25,106,314	25,859,504	26,635,289
Operating Expenses	<u>9,067,479</u>	<u>8,895,811</u>	10,325,728	<u>10,317,380</u>	<u>10,544,011</u>	10,824,331	<u>11,113,061</u>	<u>11,410,453</u>	<u>11,716,766</u>	12,032,269
Cash Flow Available for Debt Service	6,166,785	5,843,253	9,854,384	12,878,308	12,431,823	12,840,778	13,262,001	13,695,861	14,142,737	14,603,019
Existing Debt Service	4,043,178	3,844,551	2,860,887	2,877,714	2,300,000	2,245,000	2,245,000	2,245,000	2,245,000	2,245,000
Projected Net Debt Service	-	1,903,526	6,660,473	8,900,066	8,900,066	8,900,066	8,900,066	8,900,066	8,900,066	8,900,066
Debt Service Coverage Ratio	1.53	1.02	1.03	1.09	1.11	1.15	1.19	1.23	1.27	1.31

<sup>\*</sup> Assumes market rates as of April 10, 2025



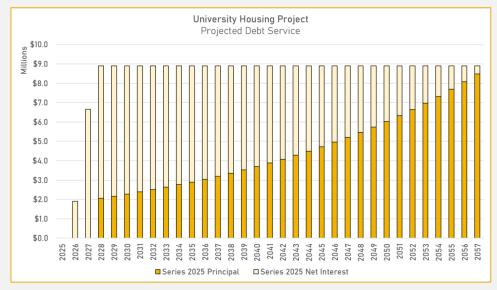
### FINANCIAL STRUCTURE INDICATIVE FINANCING TERMS

The following tables provide an overview of indicative financing terms, projected debt service, and sources and uses:

#### Indicative Financing Terms

General Revenue Bonds <i>Preliminary, Subject to Change<sup>1</sup></i>				
Amortization Structure	30-year principal amortization Level debt service			
Tax Status	Tax-Exempt			
Security	General revenue of the University			
Optional Redemption	10-year call at Par			
Indicative All-in TIC	4.78%			
Capitalized Interest Fund	Amount sufficient to achieve 1.0x+ minimum DSCR from housing auxiliary through FY27			

#### **Projected Debt Service**



#### Sources and Uses

	Sources	Amount (\$mm)
1	Senior Par	\$136.82
2	Senior Premium/Discount	\$2.41
3	Total Sources	\$139.22

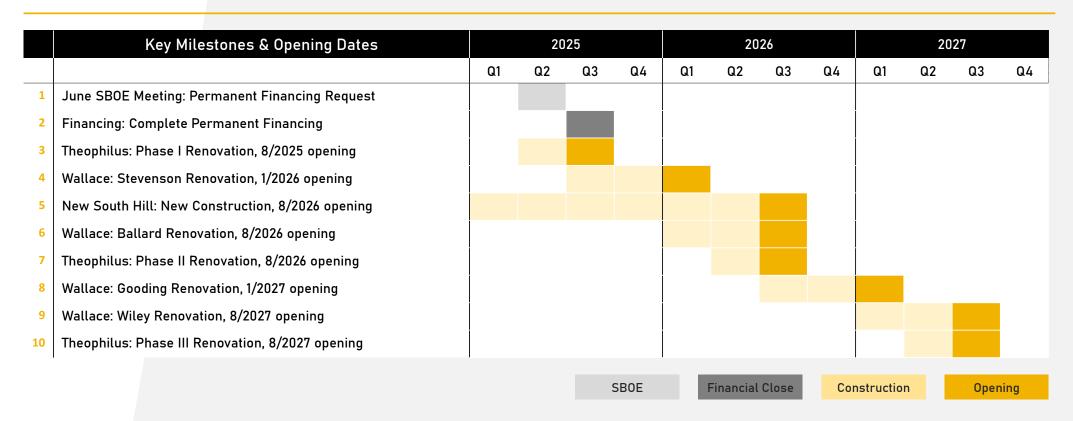
	Uses	Amount (\$mm)
4	Total Development Costs <sup>2</sup>	\$128.34
5	Owner Contingency	\$1.35
6	University Reimbursement	\$5.15
7	Placement Agent / UD	\$0.55
8	Cost of Issuance	\$0.50
9	Capitalized Interest	\$3.34
10	Total Uses	\$139.22

<sup>[1]</sup> Illustrative only, Preliminary and subject to change. Assumes market rates as of April 10, 2025. A portion of the proceeds will refinance the interim financing.
[2] Total development cost shown is net funded and may not align directly with the full project budget presented elsewhere in this presentation.



### **NEXT STEPS**

#### **SCHEDULE & KEY MILESTONES**



## **QUESTIONS?**





# UI ON-CAMPUS HOUSING IMPROVEMENTS

**APPENDIX** 

JUNE 17-18, 2025



### **PROJECT OVERVIEW**

The housing projects are designed to improve student experience, address deferred maintenance, and maintain affordability.

- RECENT STATE OF IDAHO & RELEVANT PROJECT COMPARISON
  - Proposed housing projects are generally in line with recent comparable State of Idaho and Gilbane new construction/renovations projects on a cost per gross square foot (GSF) and cost per-bed basis.
  - The New South Hill Apartments are larger in size on a per bed basis due to the needs of the target market (upper division, graduate, family students). The project also has \$5mm+ of unique costs due to existing site conditions and required preparation work.

#### Relevant Project Comparison

			•	•				
Institution	Opening Year	Housing Type	Bedroom Occupancy	Bed Count	Building Size (GSF)	Hard + Soft \$ per GSF	GSF per Bed	Hard + Soft \$ per Bed
NEW CONSTRUCTION					-			
Institution A	2025	Residence Hall	Double	450	98,000	\$622	218	\$135,600
Institution A	2024	Apartment-style	Single	278	92,000	\$592	331	\$196,000
Uofl - New South Hill	2026	Apartment-style	Single	408	193,232	\$407	474	\$192,800
Institution B	2026	Apartment-style	Single	602	213,000	\$378	354	\$133,700
Institution C	2024	Apartment-style	Single	697	264,770	\$363	380	\$137,800
RENOVATION								
Institution C	2023-2024	Residence Hall	Double	1,152	226,888	\$291	197	\$57,400
Uofl - Residence Halls	2025-2027	Residence Hall	Double	1,384	349,445	\$161	252	\$40,700

#### Total Project Budget

6	Total Project Cost	\$154.00mm
5	Project Contingency	\$9.31mm
4	University Costs	\$4.90mm
3	Utility Infrastructure Costs	\$12.15mm
2	Soft Costs	\$19.41mm
1	Hard Costs	\$108.23mm
		June 2025

### BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025

#### **UNIVERSITY OF IDAHO**

#### **SUBJECT**

Request for Approval, Long Range Campus Development Plan (LRCDP), University of Idaho (UI), Moscow, Idaho.

#### APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.K.8.

#### **BACKGROUND/DISCUSSION**

The University of Idaho initiated a process to create a comprehensive Long Range Campus Development Plan (LRCDP) for the main Moscow campus of the university in February 2024. Developed over a 16-month period, the final product is a flexible 25-year plan to guide the preservation and growth of the Moscow campus with emphasis and focus on support of the university's strategic plan, stewardship, deferred maintenance, expansion of the pedestrian network, and development of new facilities.

An integrated planning and design consulting firm, SmithGroup, provided U of I with multi-disciplinary planning and design services. The SmithGroup was selected due to their similar work at Idaho State University, as allowed by Idaho Statute 67-2320 (4). The SmithGroup led the LRCDP planning efforts, as well as four other detailed planning studies in a concurrent manner: Space Utilization Study, Athletics Facilities Plan, Medical Education Visioning Plan, and Recreation & Wellness Plan. These studies provided a closer look into specific opportunities and constraints for these programs and areas and allowed for deep collaboration across the campus and community.

The process, dubbed Vision 2050, resulted in short and long term objectives which serve as an extension of the Strategic Plan to meet the educational needs of the State through a commitment to student success, stewardship, energy resiliency, campus experience, and community connections. Input from thousands of stakeholders through surveys, interviews, pop-up events, in-person forums, and virtual town hall meetings, led to establishing a framework and guiding principles which prioritize investments, optimize resources, enhance decision-making for the future of university physical campuses, and support the university's strategic planning efforts.

As a result of this extensive public outreach process, U of I presents a 95% Draft of the Long Range Campus Development Plan to the State Board of Education for review, input, and approval. We recognize the value of different perspectives and welcome any feedback from the Board prior to adoption.

#### **IMPACT**

BAHR TAB 06

### BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025

The University of Idaho Long Range Campus Development Plan provides a data-informed, comprehensive, and flexible framework for the stewardship, maintenance, preservation, and development of the main Moscow campus. The plan will provide structure for collaborative planning and decision making across campus and serve as a valuable resource for discussing future investments and philanthropic opportunities with State of Idaho officials, donors, and industry partners toward a shared vision for the future of University of Idaho.

#### **ATTACHMENTS**

Attachment 1 - Long Range Campus Development Plan Executive Summary Attachment 2 - Long Range Campus Development Plan Technical Reports

#### STAFF COMMENTS AND RECOMMENDATIONS

Board staff finds the University of Idaho's Long Range Campus Development Plan (LRCDP) to be comprehensive, data-informed, and well aligned with Board Policy V.K.8. and the institution's strategic direction. Adoption will provide a coherent framework for future capital requests and philanthropic engagement while preserving Board oversight of individual projects.

Staff recommends Board approval of UI's LRCDP as presented, with the understanding that UI will return with progress updates at least every five (5) years or sooner if material changes are proposed.

#### **BOARD ACTION**

I move to approv Campus Develo	e the request by the Univers pment Plan.	ity of Idaho to approve i	ts Long Range
Moved by	Seconded by	Carried Yes	No



# Long-Range Campus Development Plan

Vision 2050 Executive Summary 95% DRAFT

### BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025

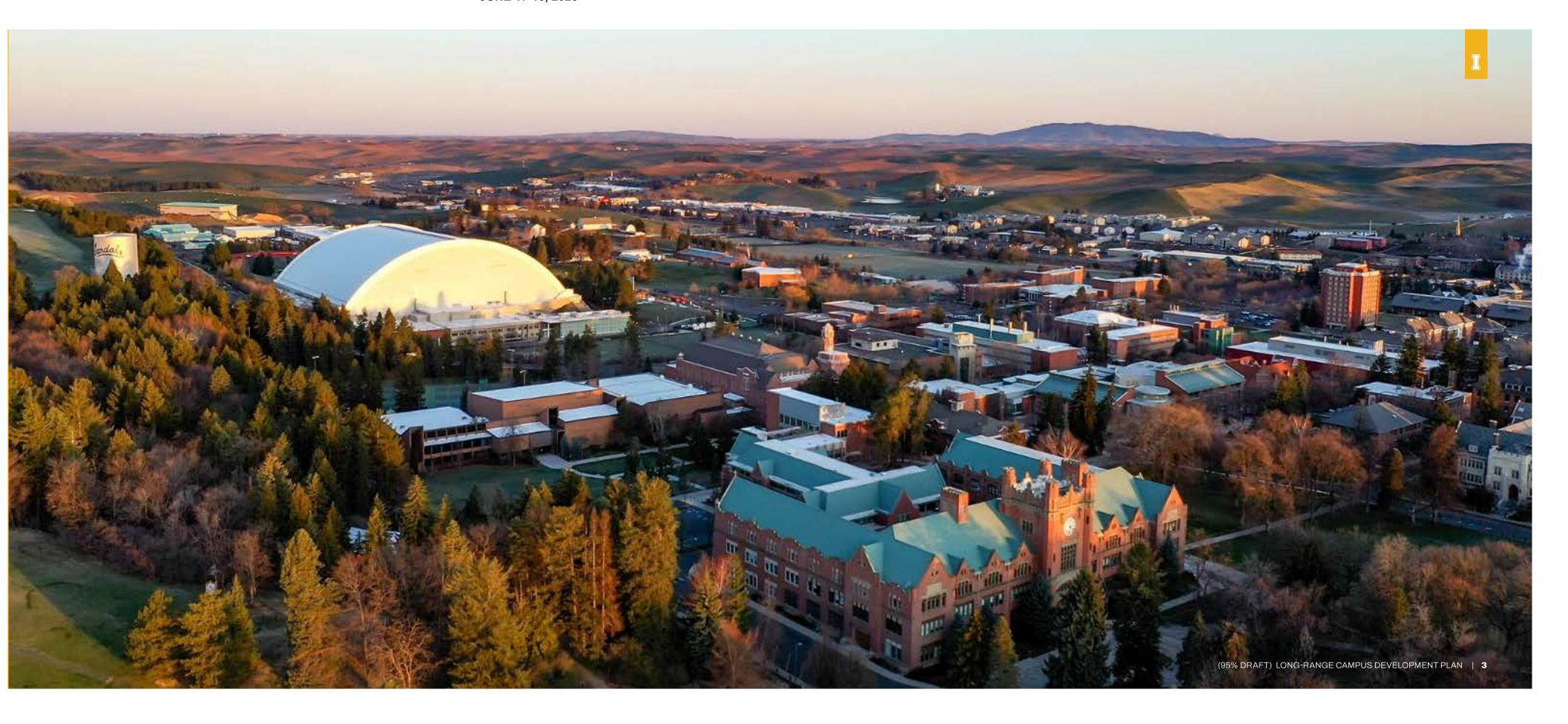
## **Charting Our Bold Future**

We stand at a transformative moment in the history of the University of Idaho, as we envision the next chapter of our story and propel our mission to new heights. Our previous campus plan was completed in 1997, and since then, the landscape of higher education has evolved dramatically. This effort represents the next chapter of our bold future.

This Long-Range Campus Development Plan (LRCDP) offers a framework for physical development that keeps us flexible and responsive to the ever-changing dynamics of our environment and higher education. At the heart of our mission is our community. We aspire to better meet the needs of our students and provide an environment in which they can thrive. This plan is bold and comprehensive, bringing exciting changes to our campus. It includes recommendations for significant improvements to our facilities through shared resources and provides thoughtful program layouts. The plan enhances the pedestrian experience and reimagines student services and community resources.

Thank you to the members of the Vandal community who dedicated their time and expertise to crafting a plan that will build on our success. Over a 16-month period, thousands of stakeholders contributed to ensure the plan provides a clear path forward for our community and amplifies our impact across the state. Together, we will celebrate our cherished traditions while creating new ones and shaping a vibrant and innovative future. Go Vandals!

C. Scott Green '84
President
University of Idaho



### Purpose of the Long-Range Campus Development Plan

The LRCDP outlines initiatives and strategies to advance institutional goals, offering concepts, illustrations, and guidance for the physical campus development. This plan is intended to adapt to changes in higher education and provides a framework for decision-making, project planning, and implementation over a 25-year horizon.

#### Why do we need an LRCDP?

Many of U of I's facilities are well beyond their intended lifespan. The LRCDP justifies financial support and continued investment, and addresses the most pressing needs to improve learning environments and support positive change for students, faculty, staff, and the broader Vandal community. The LRCDP encompasses a 25-year horizon and identifies near-term priorities while also presenting a long-term vision for the future, ensuring the university can adapt to evolving trends and opportunities, positioning itself for sustained growth and success.

#### How is this different from the Strategic Plan?

The LRCDP is distinct from the Strategic Plan in that it concentrates on improving the physical campus environment. Think of this document as an extension of the Strategic Plan that supports U of I's goals, mission, and vision by providing guidance for physical assets such as campus facilities, open spaces, and transportation.

#### What are the plan drivers for the LRCDP?

Several key factors influenced the creation of the LRCDP from the start of the process. These drivers shaped the plan by aligning it with U of I's initial objectives and unique campus constraints. This includes but is not limited to the following:

#### Desire to Transition to R1 Status

Need for greater academic and research capacity and capability.

#### Provide for Responsible Growth

Assumes a gradual 10% increase in the student body and a 5% increase in employees.

#### Concurrent Planning Studies

The Space Use Study, Athletics Facilities Plan, Medical Education Visioning Plan, and the Recreation and Wellness Master Plan studies ran concurrently and greatly informed the LRCDP process.

#### Strategic Plan Update

Aligns with recent, as well as ongoing Strategic Plan updates to inform broad physical planning aspirations and goals.

### **Creating the LRCDP**

#### Scope & Schedule

The LRCDP process took place over a 16-month period, from February 2024 to June 2025 and provided stakeholders with the opportunity to collaboratively advance aspirational goals for capital investment through 2050. The following key themes were explored for the main Moscow Campus and are central to the decision making and outcome of the LRCDP.

Land Use

- Facilities
- · Landscape and Open Space
- Stewardship and Preservation
- Mobility and Parking
- Resiliency
- Infrastructure and Energy

#### Phasina

Three distinct phases informed the planning process. Stakeholder feedback and engagement were continuously solicited throughout the project.

#### • Phase 1: Understand

The planning team collaborated to assemble and review data about current and past planning efforts at U of I. Through review of the existing conditions documentation, university data, stakeholder interviews, strategic plan alignment, and campus tours, the team was able to establish the goals and objectives for the project.

#### • Phase 2: Explore

Following the Understand phase, the planning team completed an analysis of campus space and facility utilization, including classrooms, teaching laboratories, and research space. Scenarios were then created to imagine vastly different future conditions of campus and were intended to solicit debate and conversation about combining the best ideas for U of I.

#### • Phase 3: Refine

The planning team combined the best elements of the scenarios to produce a Preliminary Plan which was used to further determine goals and priorities, as well as the importance of strategic and fiscal alignment of leadership. The Preliminary Plan was further refined to make formal capital improvement, physical environment, and policy recommendations. The LRCDP final report Executive Summary and Technical Reports are the culmination of findings, recommendations, and strategic priorities.





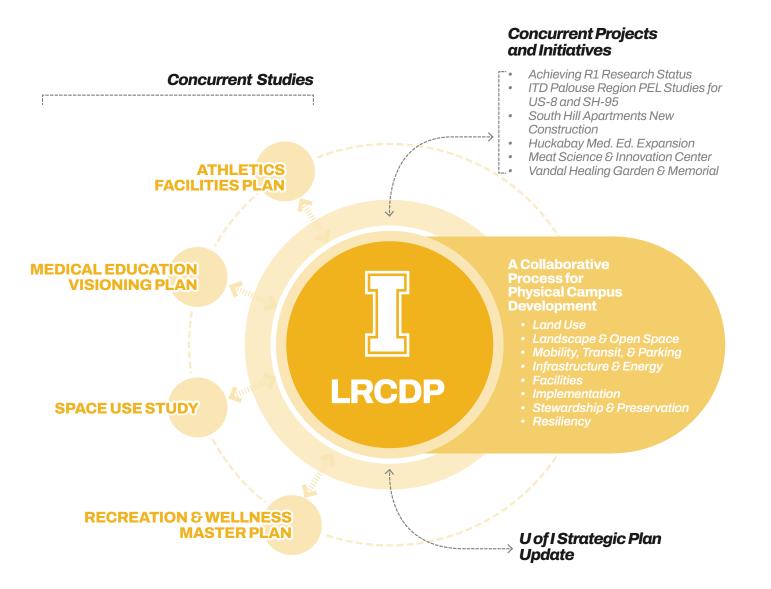
4 | UNIVERSITY OF IDAHO

(95% DRAFT) LONG-RANGE CAMPUS DEVELOPMENT PLAN | 5



### **Concurrent Studies**

Four concurrent studies provided additional insights for U of I throughout the LRCDP process. Each study encouraged collaborative conversations that used the LRCDP as an aspirational framework to identify and address critical near-term needs while also promoting long-term aspirational opportunities to ensure a continued thriving and successful future for the university.



## **Guiding Principles**

The LRCDP is based on five guiding principles that will influence future priorities and decisions throughout the plan's duration. The principles were created through a collaborative process with extensive campus input and provide enduring overarching goals to aid in prioritization and implementation despite inevitable changes to the plan. The LRCDP Technical Report delves deeper into the methodology that established these guiding principles.



Cultivate a Student-Centered Collaborative Culture



Invest in Academic & Research Space



Enhance the Campus Life Experience



Create a Resilient Future



Connect with the Moscow
Community, the State & Beyond

6 | UNIVERSITY OF IDAHO (95% DRAFT) LONG-RANGE CAMPUS DEVELOPMENT PLAN | 7



It is essential to build upon the strengths of existing U of I facilities to continue to cultivate a student-centered collaborative culture. The Idaho Student Union Building (ISUB) for example, serves as a central location for socializing and community engagement. However, there is a growing need for more dynamic spaces in the building to encourage increased collaboration and student organization activities.

Identifying locations for these spaces in new and renovated facilities across campus will foster greater interaction and innovation among students. Aligning collaborative spaces with user needs will ensure that these areas are both functional and inviting.

Additionally, increasing and improving on-campus housing and dining options promotes a sense of community and belonging. Enhancing student support services, such as tutoring centers, academic and professional advising, and wellness-related activities, further contributes to a supportive and inclusive campus environment.



#### Goals

- Identify locations to further enhance or to create additional space for more collaboration and student organization.
- Optimize athletics and recreation spaces by developing new areas and enhancing existing spaces to ensure a diverse range of activity and user needs can be accommodated.
- Increase and improve on-campus housing and dining options that promote a sense of community and belonging.
- Maintain, preserve, enhance and expand pedestrian environments, especially in the campus core, to create unique spaces that offer diverse opportunities for social gatherings and studying.



# Invest in Academic, Research, and Support Spaces

While there is a need for new academic, research, and support spaces, there is also an opportunity to revitalize many existing facilities that have exceeded their intended life cycle. Through modernization, adaptive re-use, and upgrades, the campus can promote high-quality learning environments that adapt to evolving pedagogies and best practices. The Huckabay Medical Education building is a prime example of a strategic renovation that provides flexible spaces for education, collaboration, and future growth.

The LRCDP includes new developments and renovations within the campus core, as well as new facilities at the Legacy Crossing Neighborhood on the east side of campus. The plan envisions a new medical school and mixed-use development for academic and research purposes within the Legacy Crossing Neighborhood. These developments will further enrich the university's academic landscape and provide opportunities for future expansion.

Through a combination of strategic renovations, space migration, and new facilities, the LRCDP aims for a more resourceful, flexible, and interdisciplinary approach. This strategy will optimize the use of existing spaces and efficiently allocate resources, providing enhanced opportunities for students, faculty, and the greater community.



#### Goals

- Right-size and improve existing academic spaces as indicated in the Space Use Study.
- Enhance the quality and quantity of research space in support of the R1 mission.
- Transform teaching spaces into smart, flexible classrooms which support multiple learning styles, promote interdisciplinary collaboration, and dynamic learning.
- Expand experiential learning opportunities by developing spaces and programs which facilitate hands-on learning and real-world application of knowledge through strategic improvements and new developments.
- Foster community engagement and encourage collaboration with local communities and industry partners.



### Enhance the Campus Life Experience

U of I's greatest strengths are its residential campus with access to picturesque and recreational open spaces and its compact design within the Campus Core that ensures most academic programs and services are accessible within a 10-minute walk. Combined with the historic buildings, the campus offers a unique character and fosters a strong sense of community.

Although the campus boasts a robust open space framework and an established pedestrian realm, the campus community desires more opportunities to further connect the campus through diverse and accessible outdoor spaces. Enhancements such as increased seating, improved and expanded accessibility, and diverse programming can create a connected network of flexible and dynamic spaces. These improvements will enhance the campus experience by ensuring that outdoor spaces and the pedestrian realm work together to embed health and well-being into everyday life

Preserving and enhancing existing open spaces, developing new open space typologies, and improving and expanding the pedestrian realm are crucial to maintaining the unique environment the U of I campus has to offer.



#### Goals

- Preserve and maintain the aesthetic character and human scale of the overall campus and legacy open spaces.
- Expand the open space framework with a variety of open space scales and typologies to serve as an accessible campus connector.
- Enhance existing open spaces with seating and programming opportunities.
- Strengthen pedestrian and micro-mobility networks across campus, particularly within the Campus Core and the Legacy Crossing Neighborhood.
- Activate ground-level transparency and building porosity to encourage indoor-outdoor programming opportunities.
- Integrate health and well-being into campus culture and integrate with student support services; providing spaces for easy access and collaboration



### Create a Resilient Future

Creating a resilient future for the U of I campus involves a multifaceted approach which addresses both existing and future facilities, open spaces, and infrastructure/ utilities. This approach includes preserving and enhancing current spaces, developing new open space typologies, and implementing policies to support sustainability and community well-being.

Incorporating efficient energy system strategies in campus design optimizes financial and economic resources. By increasing the reliability, capacity, and resilience of these systems while fostering a culture of sustainability, the campus ensures consistent and efficient operations, promotes environmental stewardship, and fosters research and partnership opportunities. This approach also addresses deferred maintenance issues and helps identify which structures are beyond repair, ensuring only viable facilities are upgraded

Integrating conservation practices rooted in biodiversity and low-impact development will further reduce usage; and build a resilient campus that thrives amid uncertainty and new challenges. By doing so, the campus can maintain its unique environment while adapting to future needs.



#### Goals

- Implement energy systems that move towards carbon neutrality.
- · Increase reliability, capacity, and resilience of energy systems.
- Prioritizing the renovation, transformation, and deferred maintenance of existing facilities because it is both a fiscal and sustainable responsibility.
- Incorporate sustainable strategies such as LEED, low-impact development tools, and biophilic design in facilities and open spaces to promote health and wellbeing, while supporting research and partnership opportunities.

- Promote water conservation by enhancing and expanding upon existing water-saving technologies and practices, such as irrigating with reclaimed water and native plants, while implementing new strategies to reduce potable water consumption.
- Maintain Tree Campus USA and Bee Campus USA Certifications.
- Achieve full Audubon Cooperative Sanctuary Program certification for the golf course.
- Restore and enhance riparian and native habitats across campus. This should occur along Paradise Creek, particularly, as part of Legacy Crossing Neighborhood redevelopment.
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# Connect with the Moscow Community & Beyond

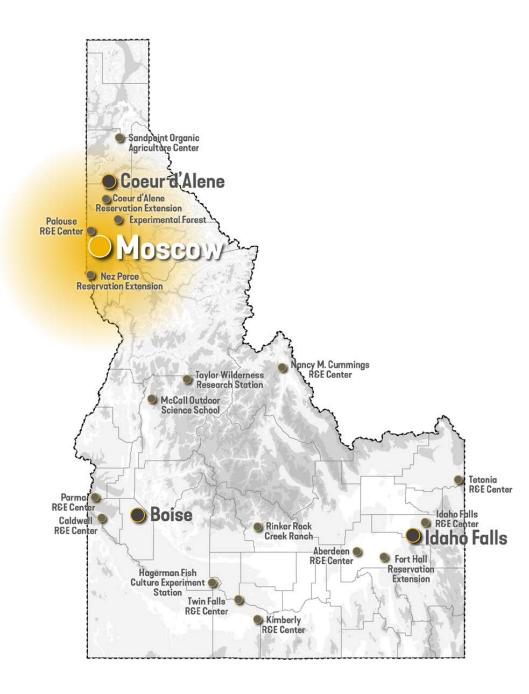
Strengthening the bond between the U of I campus and the Downtown Moscow community is essential for mutual growth and enrichment, benefiting both entities. Enhancing physical and programmatic connections with Downtown Moscow will foster seamless integration. As part of an urban renewal district, the Legacy Crossing Neighborhood offers opportunities for mixed-use and academic infill development, bridging the gap between the campus and downtown. Creating venues in these areas for public outreach and engagement events will further strengthen ties and encourage collaboration.

Enhancing educational opportunities in the greater
Palouse Region and throughout the state extends the
university's impact and supports regional development.
Additionally, establishing dedicated spaces for
partnership and industry co-location opportunities
aligns with U of I's mission and workforce needs, driving
innovation and economic growth. By prioritizing these
goals, the university can build strong, mutually beneficial
relationships with the community and beyond, enriching
the campus experience and contributing to the broader
societal good



#### Goals

- Identify existing physical and programmatic gaps between the campus and downtown to focus improvements and expansion efforts.
- Enhance educational opportunities in the greater Palouse Region and throughout the state by identifying and addressing regional needs.
- Create dedicated spaces for partnership and industry co-location opportunities that align with U of I's mission and workforce needs.
- Expand community-based learning and support programs that integrate community service and experiential learning.
- Enhance and integrate cultural and arts initiatives into the built environment of campus that celebrate local heritage, fostering a vibrant and inclusive community atmosphere.
- Strengthen health and wellness partnerships with local health organizations to provide comprehensive wellness programs and services that benefit both the campus and the broader community.







As a land-grant institution, U of I has a unique responsibility to serve the entire state. Its statewide locations and research centers, including those in Boise, Coeur d'Alene, and Idaho Falls, among other extension locations, also play a crucial role in the university's reach and impact. These centers support diverse educational programs, research initiatives, and community engagement efforts across the state. While the LRCDP focused on the Main Campus in Moscow, U of I has an opportunity to continue to leverage and optimized shared resources and foster collaboration among its various locations, ensuring that all parts of the institution contribute to its mission of education, innovation, and public service.

### Framework Plan

The LRCDP envisions strategic investments to enhance learning and research environments, enrich campus life, and foster a vibrant sense of place. The Framework Plan suggests opportunities for strengthening gateways, open spaces, circulation, and potential partnership sites.

The framework organizes campus into neighborhoods which include the Academic Core, Student Life, Athletic & Events area, Legacy Crossing Neighborhood, Recreation and Open Space areas, and Farm areas which focus on agricultural and husbandry education and research. These areas ensure university needs are met for students, academics, and visitors as well serving as an asset to the local community. Integral to this plan are enhanced connections and gateways stitching together campus and surrounding areas. These connections include the extension of Hello Walk, strengthening the north and south connections through the Campus Core, and improving east-west pedestrian connections. The catalyst ideas to follow aim to kick start the next generation of planning for the University of Idaho main Moscow campus.

#### **Potential Development**

- 800,000 SF Development
- 400,000 SF Mixed-Use
- 400,000 SF Partnership
- 1,200 On-Campus Beds

MIXED-USE PARTNERSHIP

ATHLETICS, RECREATION, & SPECIAL EVENTS

DESIGNATED OPEN SPACE

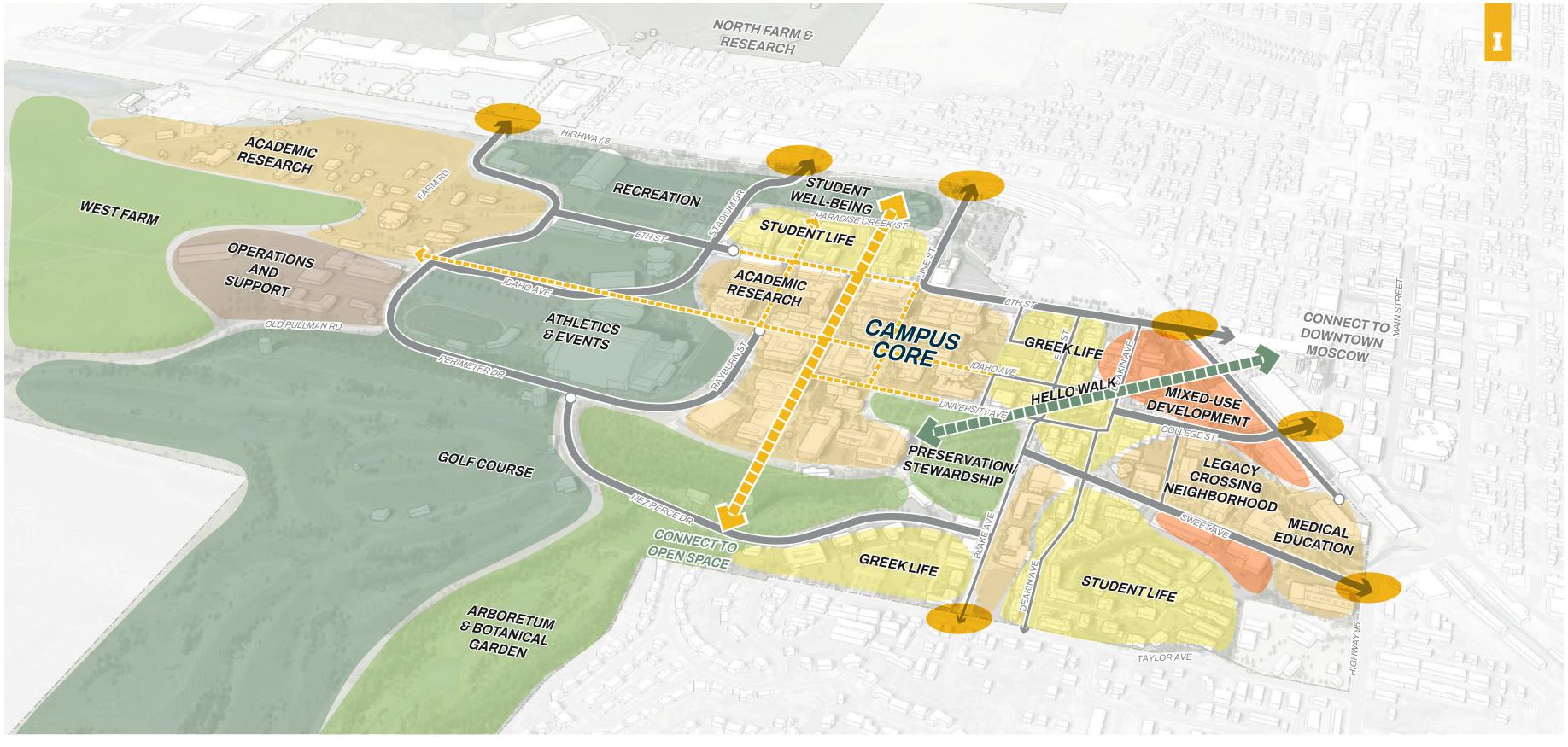
**ACADEMIC** 

HOUSING

**GATEWAYS** 

SUPPORT

• 1,000 Parking Spaces



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## **Campus 2025**

#### **Academic & Administrative**

- Administration Building
- Agricultural Biotechnology Building
- 3 Agricultural Education
- 4 E.J. Iddings Agricultural Science Bldg.
- J.A. Albertson Building (College of Business & Economics)
- 12 Art and Architecture Building
- 13 Art and Architecture East
- 14 Virtual Technology & Design
- 15 Art and Architecture North
- Art and Architecture South
- 19 Carol Ryrie Brink Hall
- 20 Buchanan Engineering Laboratory
- College of Education Health & Human Sciences Building
- College of Letters, Arts, & Social Sciences (CLASS) Annex
- 33 Engineering/Physics Building
- 34 Engineering Annex
- Engineering Vehicle Research Lab
- Food Research Center
- Gauss-Johnson Engineering Lab
- Gibb Hall
- 47 Graduate Art Studio
- PREEC Greenhouses Gertrude L. Hays Hall
- Integrated Research & Innovation Ctr
- Intermodal Transit Center
- Janssen Engineering Building

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62 Native American/Migrant Ed Center

- 63 Life Sciences South
- 64 Lionel Hampton School of Music
- 66 JW Martin Lab
- 67 Mary Forney Hall
- 68 McClure Hall
- 71 Menard Law Building
- Mines Building
- 73 Morrill Hall
- College of Natural Resources Building
- 76 Niccolls Building
- 81 Archie Phinney Hall
- Physical Education Building
- 90 Radio-TV Center
- 91 Renfrew Hall
- 92 Ridenbaugh Hall 93 Shoup Hall
- Targhee Hall
- U of I Library
- U of I Swimming Center
- University Advancement Annex
- Teaching & Learning Center
- 125 Huckabay Medical Education Building
- Meat Science & Innovation Center & Vandal Brand Meats
- Seed Potato Germplasm Lab 129 WWAMI Anatomy Lab
- Prichard Art Gallery

#### Housing

- 6 Old Greek Row
- FarmHouse

7 New Greek Row

- 61 Living Learning Communities
- 65 McConnell Hall
- 106 Theophilus Tower
- university House
- 116 Wallace Residence Center

#### **Campus Life**

- 8 Vandal Store
- 18 Blake House
- Bruce M. Pitman Center
- 36 Environmental Health & Safety
- Facilities Services
- Human Resources
- 87 Student Health Center
- Energy Plant
- Children's Center

#### **Activities & Events**

- (45) P1FCU Kibbie Dome
- (54) Idaho Student Union Building
- (70) Memorial Gymnasium
- Golf Clubhouse
- (105) Vandal Golf Performance Center
- Haddock Performance Hall (113) Hartung Theater
- (118) ICCU Idaho Arena
- (120) Student Recreation Center



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**BUSINESS AFFAIRS AND HUMAN RESOURCES ATTACHMENT 1** JUNE 17-18, 2025

### **Vision 2050**

#### **Academic & Administrative**

- Huckabay Medical Education Building Expansion
- 2 Medical Education New Building
- Research Building
- 4 General Academic/Admin
- 5 College of Nature Resources Renovation and Expansion
- 6 Administration Building Renovation & Preservation
- Niccolls Expansion
- Performing Arts Center at Hartung
- Agriculture Science Building Expansion
- College of Art & Architecture Art
- Brink & Phinney Halls Renovation
- Life Sciences South Renovation & Adaptive Re-use
- Art & Architecture Expansion
- Greenhouse Expansion
- Ridenbaugh Hall Renovation
- Meat Science & Innovation Center & Vandal Brand Meats
- Lionel Hampton School of Music Expansion
- JW Martin Lab Renovation
- Mary E. Forney Hall Renovation
- Gertrude L. Hays Hall Renovation Prichard Art Gallery Renovation

#### Support

- Children's Center
- Multi-Purpose Indoor Recreation Facility
- 20 Recreation Field House
- Welcome & Alumni Center
- 22 P1FCU Kibbie Dome West Concourse Addition & Improvements
- Vandal Tennis Center
- Track & Field Center
- 25 Track & Field Grandstand
- Memorial Gym Renovation
- 27 Student Recreation Center **Expansion**
- 28 Internet Exchange Point
- 29 Parking Structure
- 30 Parking Deck
- 31 Surface Parking Lot Creation and Expansion
- Vandal Wellness Center
- Golf Performance Center **Expansion**
- Joint Military Science & Veteran's Assistance Center
- Vandal Athletic Center Renovation & Expansion
- Golf Clubhouse Renovation and Expansion
- 54 Student Health Center Renovation

#### Housing

- 35 Mixed-Use Housing/ Partnership
- 36 Undergraduate Housing
- Wallace Expansion
- 38 South Hill Apartments
- New Greek Houses
- Theophilus Tower Renovation
- 57 Hotel

#### Open Space & Mobility

- (40) Recreation Fields
- Rayburn Promenade
- (42) 6th Street Pedestrian Mall Conversion
- (43) Paradise Creek Pedestrian Improvements
- Hello Walk Expansion
- Rayburn & Perimeter Roundabout
- (46) Recreation Courts
- Passive Recreation New Campus Gateway

#### NEW FACILITY MAJOR RENOVATION **EXISTING FACILITY**



## **Priority Projects**

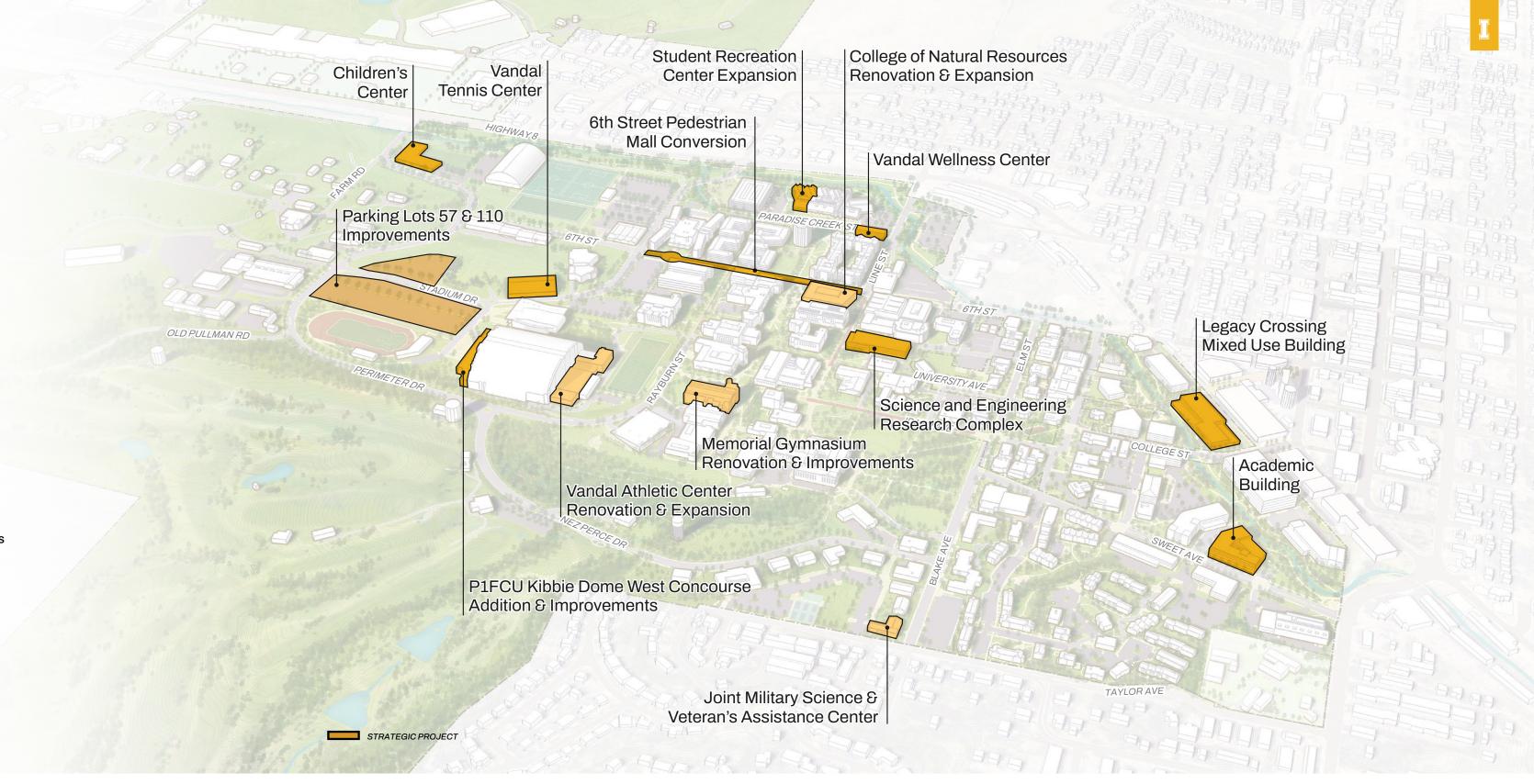
U of I has strategically prioritized projects that align with the university's overarching goals which uphold the guiding principles in the LRCDP.

#### Strategic Projects

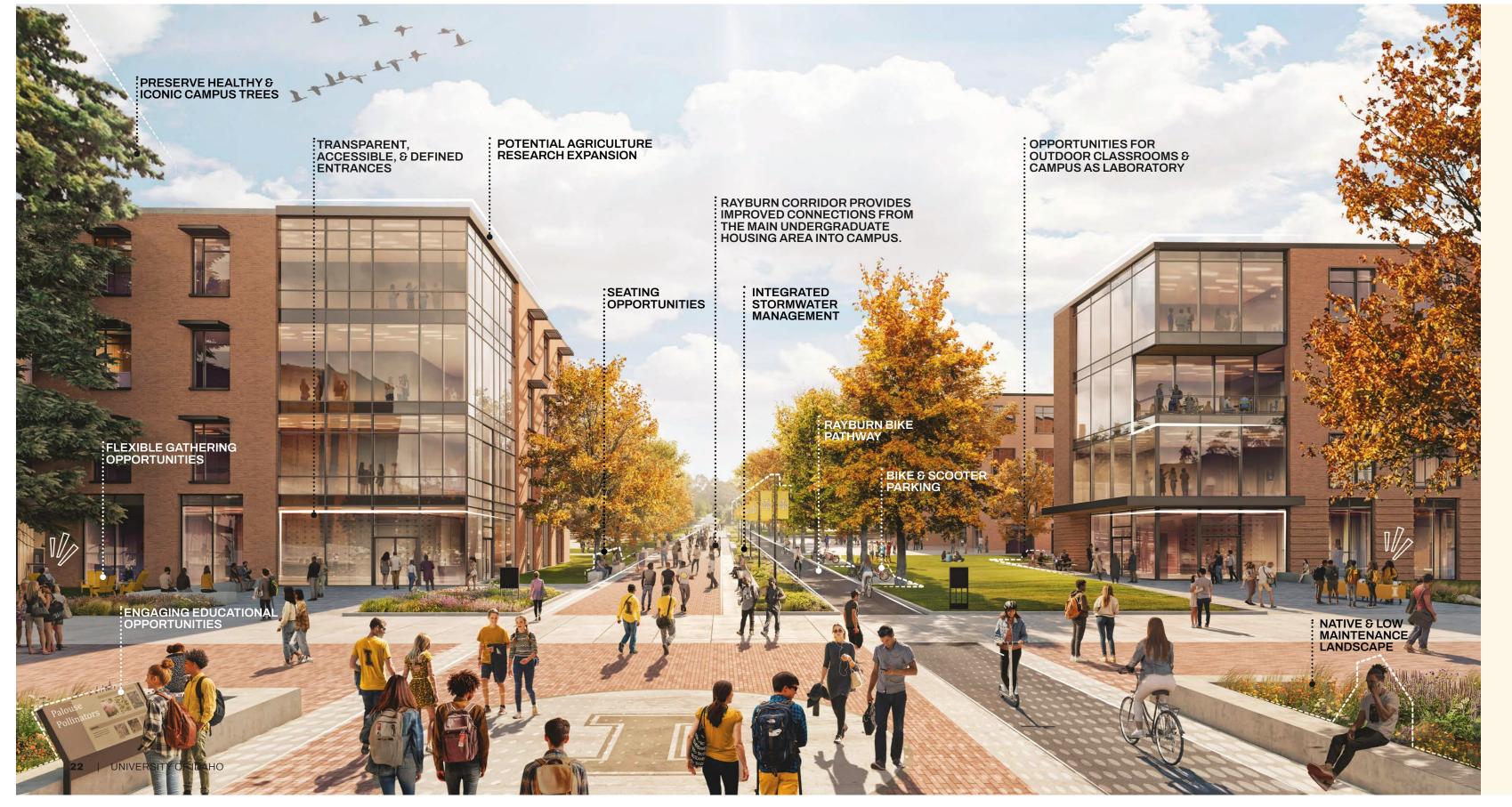
The plan emphasizes initiatives across the campus, aimed at enhancing student success, transforming the campus experience, revitalizing, and modernizing campus spaces, and ultimately establishing a clear, actionable vision for the future. Strategic projects were identified through a holistic approach that considered space utilization, historic character, maintenance requirements, and extensive stakeholder conversations. While this is a snapshot in time, the project list is flexible to accommodate growing needs.

#### **Recommended Projects**

- Joint Military Science & Veteran's Assistance Center
- · Children's Center
- Science and Engineering Research Complex
- Parking Lots 57 & 110 Improvements
- 6th Street Pedestrian Mall Conversion
- Memorial Gymnasium Renovation & Improvements
- Vandal Athletic Center Renovation & Expansion
- Academic Building
- College of Natural Resources Renovation & Expansion
- Student Recreation Center Expansion
- Vandal Wellness Center
- Vandal Tennis Center
- P1FCU Kibbie Dome West Concourse Addition & Improvements
- Legacy Crossing Mixed Use Building



#### BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025



# **Catalyst Idea**

# Invest, Modernize, and Expand Academic Facilities

The LRCDP recognizes the urgent need for building renewal and modernization across a substantial portion of the campus. In addition to identifying areas for potential academic growth, this plan also emphasizes the importance of addressing deferred maintenance and creating asset renovation strategies to ensure that campus facilities are conducive to learning.

The plan aims to optimize instructional spaces, re-purpose existing facilities for more efficient and higher use, and strategically place new facilities to enhance academic clusters and improve resource sharing.

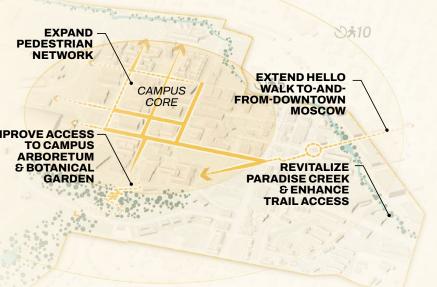


# **Catalyst Idea**

# **Extend the Pedestrian Corridors**

The campus core is an iconic area featuring an academic mall with compact development including academic, research, and residential uses. By expanding the pedestrian network on 6th and Rayburn Streets, the corridors once used by vehicles become safer, more active open spaces for pedestrians and bicyclists.

The addition of housing, a wellness center, expanded recreation center and fields, and continuation of infill of education and research spaces fosters a more connected residential and academic environment.







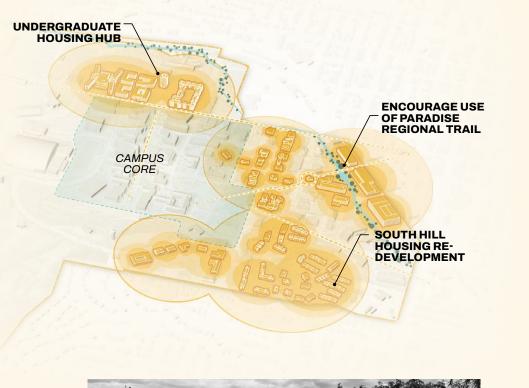
#### **BUSINESS AFFAIRS AND HUMAN RESOURCES** JUNE 17-18, 2025



# **Catalyst Idea**

# Integrate Health and Wellbeing into Campus Life

Campus life spaces contribute to a sense of belonging and community formation. Extending a network of spaces for dining, recreation, collaboration, social activities, and housing integrates health and wellbeing by creating environments that support physical, mental, and social health. Enhancing and building upon existing amenities like Paradise Creek encourages students to engage in healthy activities, foster social connections, and provide opportunities for relaxation and stress relief.



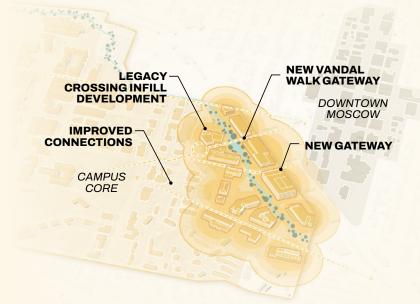
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## BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025

# **Catalyst Idea**

# Connect Campus and Community

The Legacy Crossing Neighborhood is part of the larger City of Moscow Legacy Crossing Urban Renewal area, a 163-acre urban renewal district that seeks to spur new uses and economic vibrancy to improve civic life and public safety. These 20+ acres have the opportunity to support future mixed-use developments with additional housing and the potential for public private partnerships, a new U of I visitor center, medical education and research expansion, and various amenities that will transform a blighted area into an active and vibrant destination. Bisecting this area with the extension of Hello Walk creates a ceremonial entrance from Downtown Moscow into campus, connecting the two together, just as John Charles Olmsted envisioned in 1908.









# Acknowledgments

#### **Steering Committee**

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**City of Moscow** 

Community Development Group

**Idaho Transportation Department** 

US-95 and SH-8 Palouse Region PEL Study Team Sacyr Plenary Utility Partners Idaho LLC

Utilities Public Private Partnership

**Consultant Team** 

**SmithGroup** 

Long-Range Campus Development Planning and Student Health, Wellness & Recreation Planning, and Space Utilization Planning

**Flad Architects** 

Medical Education Planning

**Opsis Architecture** 

Athletics Facilities Planning

A. Process

- Campus Planning History
- Project Scope & Schedule
- Concurrent Studies
- Organization & Decision-making

**Technical Report** 

Resources which provide greater detail regarding the LRCDP process,

analysis, and recommendations used to inform the Executive Summary.

- Outreach Methodology
- Scenarios Development

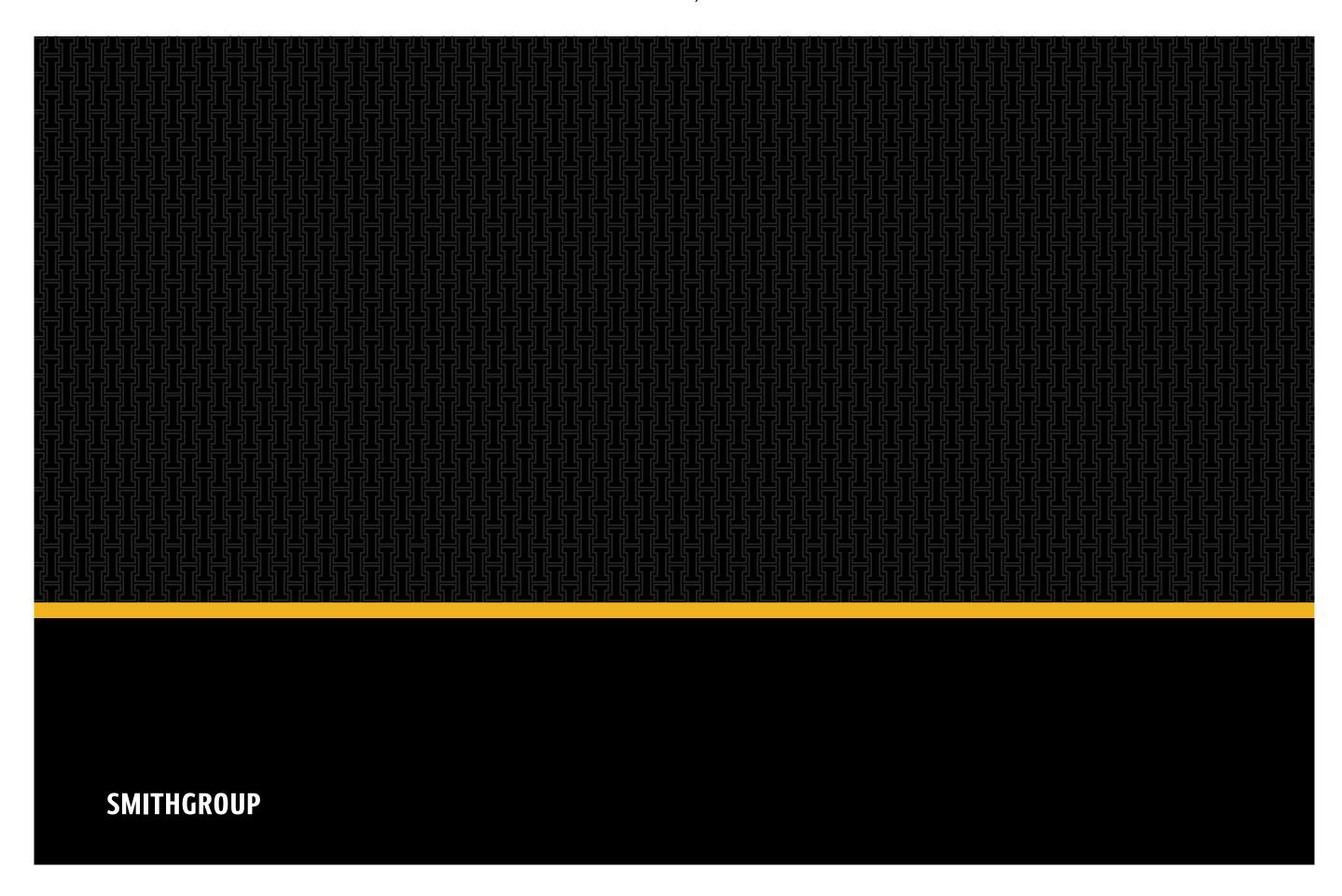
**B.** Analysis

- MapMyCampus Results
- Campus Context
- Land Use & Open Space
- Facilities
- Mobility, Circulation, & Parking
- Infrastructure & Energy Transition

#### C. Recommendations

- Land Use & Open Space
- Facilities
- Mobility, Circulation, & Parking
- Infrastructure & Energy Transition
- Sub-Area Phasing
- Governance & Policy

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# Long-Range Campus Development Plan

**Technical Reports** 

**95% DRAFT** 

# Technical Report A: Process Table of Contents

- A1 Campus History
- A2 Scope & Schedule
- A3 Concurrent Studies
  - Space Use Study
  - Medical Education Visioning
  - Athletics Facilities Plan
  - Student Wellbeing Services Plan
- A4 Organization & Decision Making
- A5 Outreach Methodology
- A6 Scenarios Development
  - Development

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- Feedback Summary



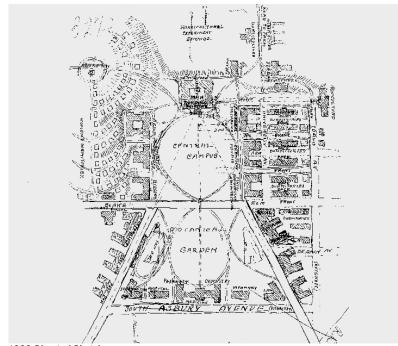
# I

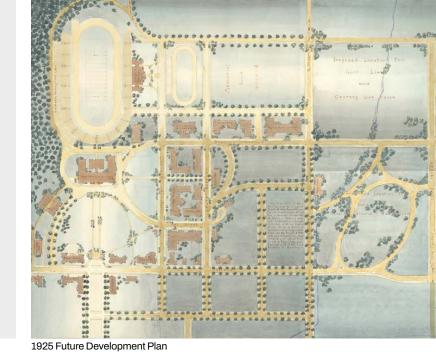
# **A1 Campus History**

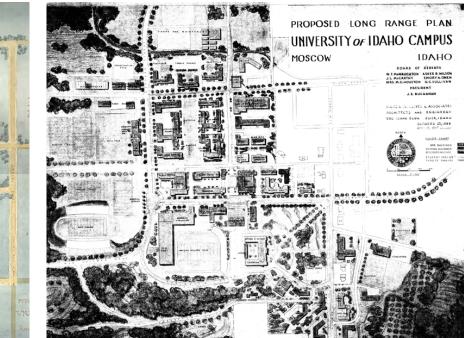
U of I's first campus plan was prepared by John Charles Olmsted in 1908. Elements of Olmsted's planning principles continue to thrive today, playing a vital role in stewardship, particularly in laying the groundwork for what eventually developed into the Administration Lawn and Hello Walk. The plan advised U of I to acquire land between the town and the university to facilitate connection and community. Over 100 years later, the Long-Range Campus Development Plan (LRCDP), continues to build upon these central ideas to strengthen U of I's role in the community, region, and beyond.

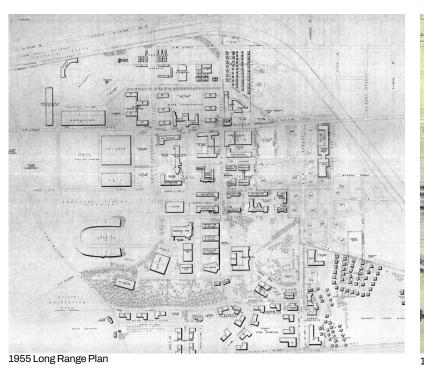
#### **Advancing the Legacy**

As U of I looks to the future, the LRCDP aims to respect campus heritage and history while adapting to an evolving landscape of higher education. The last comprehensive plan update was completed in 2000, and there is pressing need to refresh the LRCDP to once again guide U of I forward over a 25-year horizon.













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BAHR TAB 06

## A2 Scope & Schedule

#### Scope

While the LRCDP focused on the Moscow campus, University of Idaho serves the entire state as Idaho's land-grant and national research university. This includes educational centers in Boise, Coeur d'Alene, and Idaho Falls, along with nine Research and Extension centers, plus Extension offices in 42 out of 44 counties. The other locations merit their own plans to fully address each center's unique needs and opportunities.

The following key themes were explored for the Moscow Campus and central to the decision making and outcome of the LRCDP:

- Land Use & Open Space
- Facilities
- Mobility
- Infrastructure & Energy Transition
- Sub-Area Phasing
- Acquisition & Deposition
- Governance & Policy

Additionally, four studies were undertaken as separate yet interconnected initiatives related to the LRCDP. These concurrent studies worked in an integrated manner to ensure a comprehensive and cohesive approach to campus planning and development and are described in more detail within the following pages.

#### Schedule

The LRCDP update, called "Vision 2050", occurred over a 15-month process as part of three distinct phases:

#### Phase 1: Understand

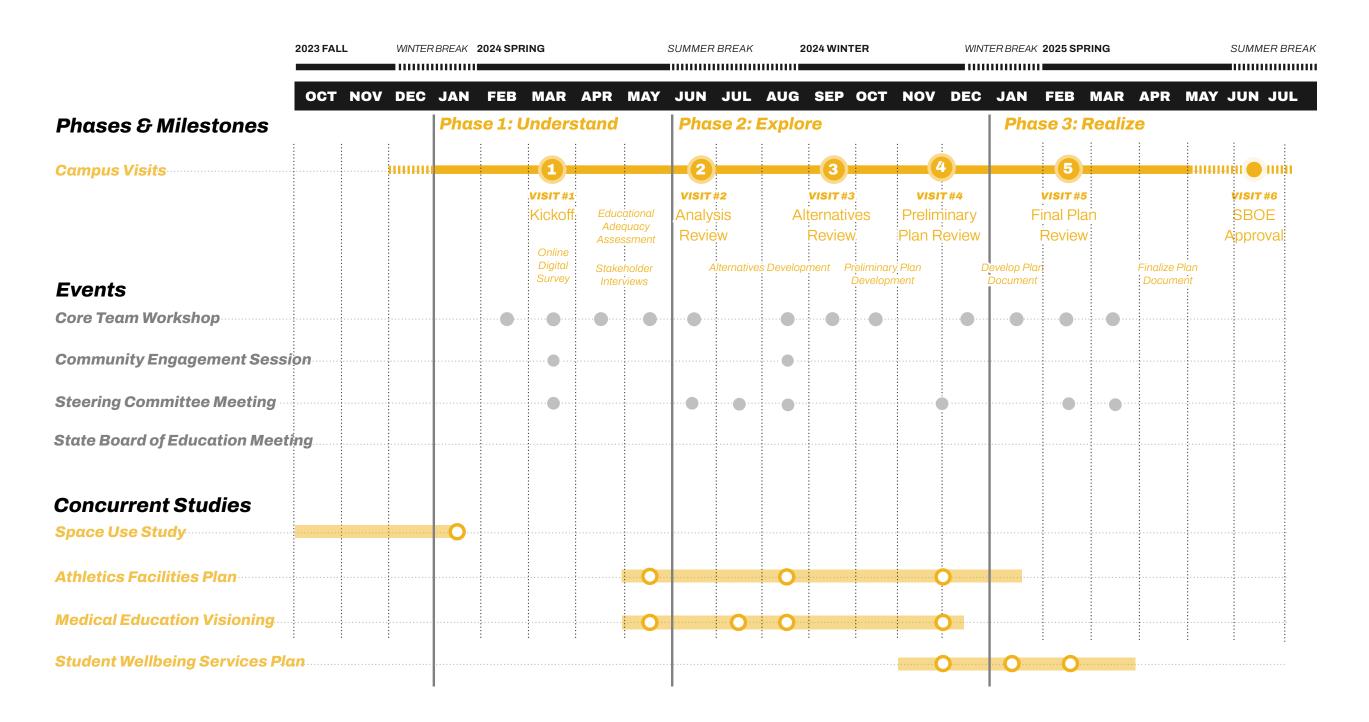
The LRCDP was driven by an extensive, public outreach process where feedback was collected through in-person and virtual activities from the campus and greater Moscow and State of Idaho communities. The physical planning analysis identified key operational issues and physical opportunities to best utilize campus resources and plan for future capital improvement requests.

#### Phase 2: Explore

The exploration phase synthesized information from Phase 1 and developed a thorough understanding of U of I's needs and opportunities. Goals were explored to guide recommendations, planning drivers, and eventually alternative development scenarios. The scenarios were presented to university leadership and the broader campus community for feedback.

#### Phase 3: Realize

The final phase of the planning process refined the scenarios as near- and long-term solutions illustrated to represent priority initiatives. Implementation of these projects understandably with take several years, if not decades, and continue to require coordination across campus, along with city and state partners. The LRCDP presents key guiding principles and recommendations for future physical development of U of I's Moscow Campus.

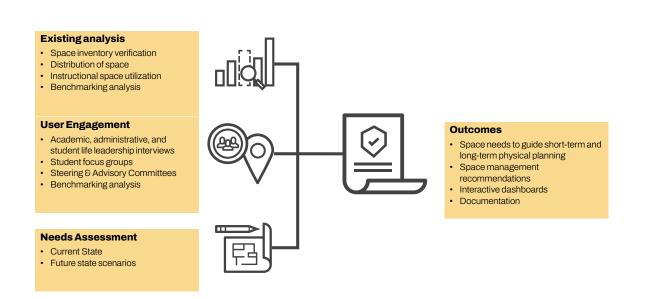


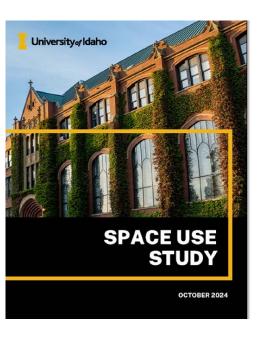
### **A3 Concurrent Studies**

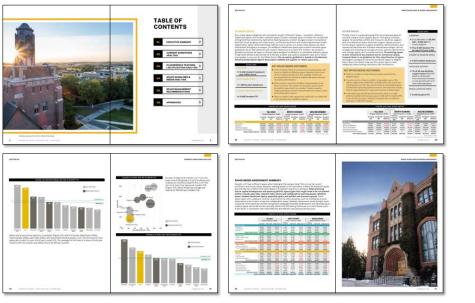
#### Space Use Study

The Space Use Study was conducted between July 2023 and January 2025 and was integral to informing space needs throughout the campus and the LRCDP process. The following is a high-level summary of the report purpose and findings.

- There are concerns about the quality of space and what this means for recruitment. Further there is a dichotomy of not enough space and abundant space use inefficiencies.
- There is a consensus that scheduling improvements across the instructional space inventory are needed, students value the face-to-face interactions of in-person courses. Improved student collaboration space should be considered.
- Research space is key for recruiting and retaining qualified faculty while also an integral part of the
  academic experience. New or reconfigured research spaces should offer a range of amenities and
  flexibility and provide opportunities for collaboration across disciplines as well as between faculty
  and students.







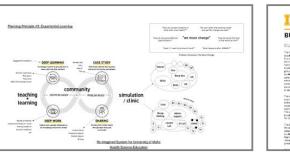
#### Medical Education Visioning Plan

The Medical Education Visioning effort was concurrent with the LRCDP and used to inform how the medical education program could grow. The following is a high-level summary of the report purpose and findings:

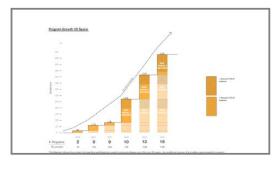
- The State of Idaho is in great need for its own in-state medical education program. The plan details current functional space needs and future needs across the next 15 years based on enrollment goals and projections.
- The plan establishes a medical district defining the eastern gateway to the campus. The Legacy Crossing Neighborhood has been further developed as part of this study, adjacent to Paradise Creek, with the opportunity to better connect the University and Downtown Moscow.
- This report aims to illustrate the role of health education in place-making and outreach to the community, two functional aspects of health education.

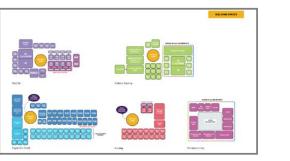










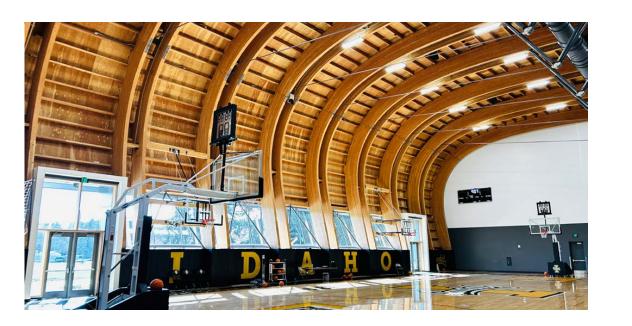


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#### Athletics Facilities Plan

The Athletics Facilities planning effort was also concurrent with the LRCDP and was used to inform athletic related programming. The following is a high-level summary of the report purpose and findings.

- The plan looks ahead 20 years, aiming to exceed the needs of all sports teams and improved spectator spaces and environments where athletes can thrive, reflecting U of I's excellence and ambition.
- Intercollegiate athletics is an evolving landscape where recruitment and retention are crucial. The plan emphasizes the need to act decisively to remain competitive and aspire to championships.
- The vision seeks to position Vandal athletics as a program of distinction, embodying U of I's resilience, innovation, and pride.







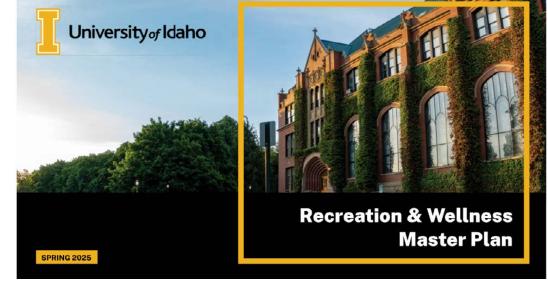




#### Student Wellbeing Services Plan

The Student Wellness Services Plan started in Phase 2 of the LRCDP based off an Emerging need to address health and wellbeing on campus. The following is a high-level Summary of the report purpose and findings.

- The plan prioritizes a future that prioritizes the wellbeing of students, ensuring that they are equipped to seek and engage the support they need.
- The plan outlines needs and facility improvements for Recreation and Wellbeing, Vandal Health Center, Counseling and Mental Health Center (CMHC), The Food Pantry, Raven's Scholars, Center for Disability Access and Resources, Idaho Vandal Esports, University of Idaho Children's Center.











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## A4 Organization & Decision Making

Numerous state, local, and U of I departments and teams came together to help inform the LRCDP, ensuring a broad representation of perspectives that highlight U of I's ambitions and priorities, fostering a collaborative process that empowers all stakeholders to contribute to the vision moving forward.

#### **State Organizations**

#### University of Idaho Board of Regent

The Board of Regents is responsible for the supervision and governance of Idaho's public educational institutions and to set policies, provide leadership, and advocate for educational improvements. The Board plays a crucial role in approving campus plans, new buildings, renovations, and other significant projects to ensure they meet the educational needs of the State.

#### **Permanent Building Fund Advisory Council**

The PBFAC plays a role in the implementation of the LRCDP by making recommendations regarding the funding of projects for which the university's capital strategy includes State of Idaho Permanent Building Funds. This includes projects for which the university requests funding in the Major Capital, Alterations and Repair, Deferred Maintenance, and Americans with Disabilities Act Compliance categories of the Permanent Building Fund (PBF).

#### U of I Leadership

#### **Executive Leadership**

Executive Leadership oversaw decisions from the Steering Committee, provided executive-level guidance, and made final decisions on key planning issues, ensuring the project achieved its desired outcomes for U of I.

#### **Steering Committee**

A Steering Committee was created for the LRCDP update process which included a wide representative of staff, faculty, and students on campus. The Steering Committee provided oversight, guidance, and strategic direction to ensure the planning process aligned with the overall goals and objectives of U of I. They guided decisions and recommendations, coordinated with the Core Planning Team.

#### Core Planning Team

The Core Planning Team was comprised of U of I's Architectural and Engineering Services from the Budget & Planning Division and SmithGroup team. The integrated teams provided expertise to guide the overall planning process and ensured a comprehensive and well-informed approach to developing the LRCDP.

#### **Campus Community**

Students, faculty, staff, alumni, and community members were highly responsive and active throughout the planning process by offering insights, feedback, critique, and support of the key elements throughout the project. Their involvement ensures the plan reflects the collective vision and needs of all stakeholders, fostering a sense of ownership and inclusion.

#### State Organizations

Decisions from Executives and State Leadership at Key Milestones

#### U of I Leadership

Decisions from Executives and State Leadership at Key Milestones

#### Core Planning Team

LRCDP Project Management

#### Campus Community

Periodic Engagement at Key Milestones Idaho State Board of Education

Executive Leadership

Steering Committee

Core Planning Team

Industry Partners	Faculty/Staff	Sustainability	Academics	Infrastructure
Alumni	Students	Facilities	Research	Parking Transportation Services
Student Services	Developers	Student Life	Athletics	Safety & Security
Information Technology	City of Moscow	Education Centers	State of Idaho	ldaho Transportation Department

# **A5 Outreach Methodology**

The project process was designed to capture a broad campus perspective from the campus community by employing multiple modes of engagement, including in-person and virtual settings. Throughout the 15-month process, comprehensive and inclusive participation was achieved.















SHARE YOUR IDEAS!

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#### **Campus Tours**

Campus tours were led by the AES team and used to help SmithGroup become familiar with the entire campus. This helped to provide campus history, explain existing issues and potential opportunities, and offer a comprehensive understanding of the campus.

#### **Public Town Halls**

In-person Town Halls were held throughout the project at critical decision points to share ideas and receive feedback from the campus community. This inclusive and transparent process led to a campus-wide understanding of the issues, a robust conversation about ideas, and broad consensus around opportunities and recommendations.

#### **Steering Committee Sessions**

Workshops were conducted with the steering committee and the AES team, utilizing both in-person and virtual settings to foster inclusive participation. These sessions dove into key issues, served as a forum to ask critical questions, and gather various perspectives. The insights gained from these discussions played an essential role in informing and shaping the project's direction.

#### Core Team Bi-weekly Meetings

A core group met bi-weekly throughout the planning process to coordinate efforts, review findings, ensure progress remained on track, and facilitate discussions. This regular engagement helped maintain momentum and foster effective collaboration.





#### Project Website

The LRCDP website served as a hub for information by providing up-to-date information and resources throughout the project and ensured access for stakeholders and the community, fostering transparency and engagement.

#### MapMyCampus Survey

Early in the process, an online digital survey was distributed to the entire Vandal community, gathering nearly 1,500 participant feedback in a quick, easy, and convenient manner. This widespread engagement ensured diverse input and valuable insights for the project's development. Roughly 50% of the respondents came from the student population, nearly 20% from staff, and the remaining were evenly split between faculty, alumni, and community members. Refer to section B1 MapMyCampus Results of this report for more information.

#### **Pop-Up Booths**

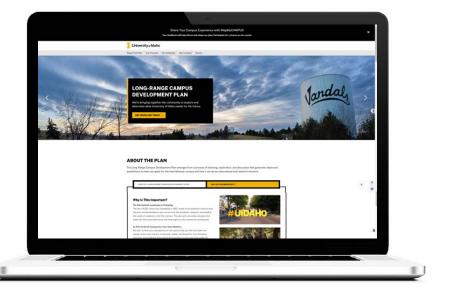
Early in the process, pop-up booths were strategically deployed to raise awareness about the LRCDP project, solicit feedback from the campus community, and observe activities such as classroom change times, circulation flow, etc. These booths played a role in engaging stakeholders, mostly students, and gathering insights to inform project development.







MapMyCampus Survey



**Project Website** 

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#### Stakeholder Interviews

U of I stakeholders were invited to participate in a transparent and inclusive process.

All interviews were conducted via Microsoft Teams, fostering open discussions about existing issues and potential opportunities. The Core Team encouraged stakeholders to join as many sessions as possible, with additional follow-up meetings held throughout the project to deepen understanding of various topics.

This approach not only promoted transparency but also heightened awareness of the LRCDP project. Focus groups provided a platform for participants to engage with each other about the future of the campus and its potential. The Core Team aimed to meet with approximately 6-8 people per Focus Group to ensure a diverse range of perspectives were heard. Prior to each session, Discussion Guides were provided to facilitate casual conversations to understand concerns and listen for big ideas.

During the early part of Phase 1, over 150 people participated in the Stakeholder Interviews, many of which continued to contribute informing the project about ongoing and emerging issues via the MapMyCampus Survey, Town Halls, and additional follow up meetings and conversations. A common set of trends emerged on several topics, including overall campus, facilities, enrollment shifts, instructional spaces, student-focused areas, and research activity.

#### **U of I Leadership**

#### President

Vice President for Finance and Administration
Vice President for Research and Economic Development
Vice Provost for Student Affairs
Provost and Executive Vice President

#### **Focus Groups**

#### **Alumni Focus Group:**

Alumni Association (Local, Regional, Out-of-State Members), etc.

#### Advancement and Foundation Focus Group:

Assistant Vice President, Auxiliary Services

Philanthropy, Finance, Fundraising, Alumni Association, Partnership Outreach, etc.

#### Community Leaders Focus Group:

Businesses Leaders, Economic Development, Downtown Associations, Chamber of Commerce, etc.

#### **Campus Planning Advisory Focus Group:**

Campus Planning Advisory Committee

#### Concurrent Study Focus Group:

Athletics, Health and Wellness, Medical

#### **Educational Centers and Extension Sites Focus Group:**

Boise Center, Idaho Falls Center, Coeur d'Alene Center, etc.

#### vents:

Future Student Tours, Arts, Planning and Operations, etc.

#### Facilities and Grounds Focus Group:

Facilities, Maintenance, Landscape and Exterior Services, Operations, etc.

#### Health and Wellness Focus Group:

Counseling and Mental Health Center, Vandal Wellness, Student Health Center for Disability Access and Resources, Recreation and Well-being, Counseling, etc.

#### Historic Preservation Focus Group:

Historical Society, Preservation Groups, Architecture Facility, etc.

#### Housing Focus Group:

Public-Private Partnerships, Residence Life, Fraternity and Sorority Life, etc.

#### Local Planning Focus Group:

City of Moscow, Latah County, etc.

#### **Mobility and Transportation Focus Group:**

Access and Circulation (pedestrian, automobile, shuttle/transit, service), Mobility (special need groups such as students with different abilities), Parking and Transportation Services, Mail Services, City of Moscow Streets Department, Idaho Transportation Department, etc.

#### Safety and Security Focus Group:

Emergency Management, Security Services, Environmental Health, Safety and Risk Management, etc.

#### Senior Leadership Committee Group:

Senior Leadership Committee

#### State Stakeholders Focus Group:

Regional Elected Officials or Staff (e.g., DPT, ITD, House of Representatives, Senate) etc.

#### Student Groups Group:

Student Government (Associated Students of University of Idaho), Student/Special Interest, etc.

#### Student Resource Group:

Testing Center, Children's Center

#### Sustainability and Resilience Focus Group:

Sustainability Managers, Researchers, Partners, Advocates, Sustainability Champions, Student Clubs and Organizations (EcoVandals, Student Sustainability Cooperative, Conservation and Environment Club, Environment Science Club), etc.

#### Tribal Relations Focus Group:

Leadership from the Nimiipuu (Nez Perce), Palus (Palouse), and Schitsu'umsh (Couer d'Alene) tribes.

#### Utilities and Infrastructure Focus Group:

Facilities, Public Private Partnerships (Sacyr Plenary Utility Partners Idaho[SPUPI] AND and McKinstry Idaho Energy District One [MIED1]).

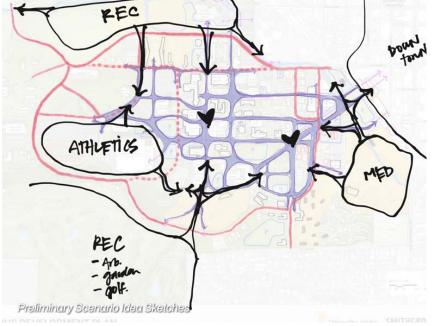
# **A6 Scenarios Development**

Analysis findings informed potential options for the LRCDP. A series of scenarios addressing key themes emerged from the outreach and analysis process. Prominent topics included campus accessibility, space needs, aging infrastructure and resiliency, open space, and the U of I experience.







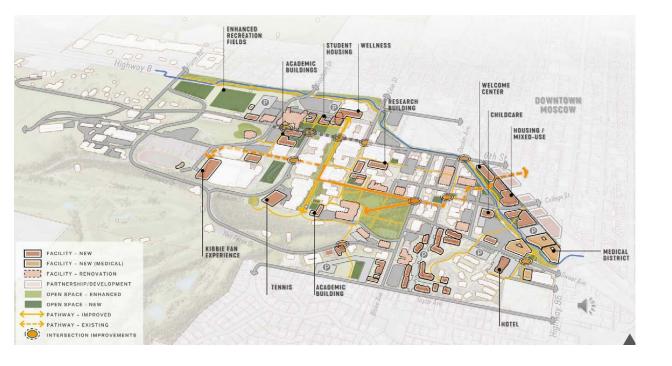




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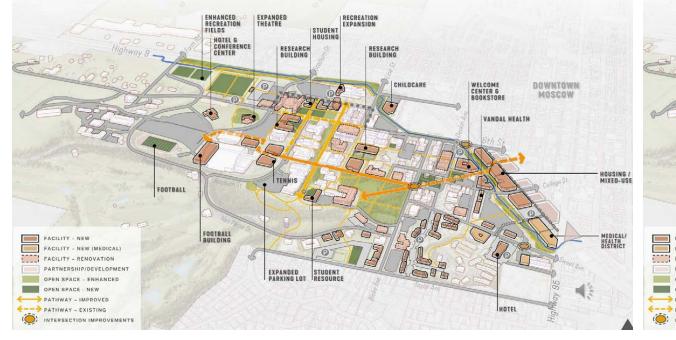
Three scenarios were developed to explore varying levels of improvements and enhancements of campus facilities, the pedestrian realm, and long-term initiatives.

- These scenarios were not intended to serve as final recommendations. Instead, they aimed to provide a set of ideas and facilitate "what if" brainstorming during campus engagement touch points.
- The objective was to extract the best concepts from each scenario to further refine and guide a preliminary draft campus plan.



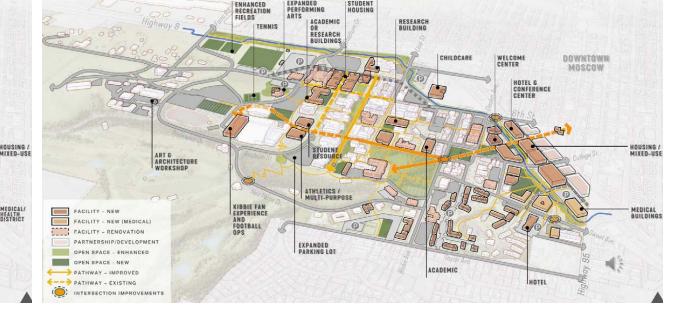
#### Scenario A: Kinetic Energy

Scenario A concentrated on enhancing existing projects through strategic and straightforward renovations aimed at improving functionality and efficiency. This scenario prioritized the renovation and improvements of current academic, research, support, and housing facilities. New growth for housing, athletics, research, support, and medical research education was explored. Moderate enhancements were proposed for areas with safety and connectivity issues identified during the analysis phase. The Hello Walk extension aimed to establish the concept and enrich the pedestrian experience within U of I owned property.



#### Scenario B : Hybrid Energy

Scenario B embraced a broader range of enhancements and improvements to create a more engaging and dynamic public realm, building upon the existing infrastructure. This scenario considered a moderate build-out for academic, research, support, and housing facilities. The pedestrian realm was expanded by closing 6th and Rayburn Streets, enhancing Line Street, and envisioning University Avenue as Vandal Walk to reinforce eastwest connectivity. Hello Walk was fully explored within the campus boundary, with its linear extension reconfigured to accommodate existing non-U of I buildings and properties.



#### Scenario C: Potential Energy

Scenario C represented the most transformative vision for the campus, aiming to realize its long-term potential. This scenario explored a full build-out for academic, research, support, and housing facilities. The pedestrian corridors continued to expand onto 6th and Rayburn Streets, and truly establishing the east-west corridor of 'Vandal Walk'. The original concept of Hello Walk was envisioned through its straight axial alignment towards downtown, realized in partnership with surrounding non-U of I properties.

#### B1 MapMyCampus Results

#### B2 Campus Property & Land Use

- ITD Palouse Region PEL Studies
- Hello Walk and Legacy Crossing Neighborhood

#### **B3** Facilities

- Aging Facilities
- Space Utilization
- Flexible Learning Space & Community Spaces

#### B4 Mobility, Circulation & Parking

- Mobility, Circulation, & Parking
- General Accessibility & Pedestrian Vehicular Conflicts
- Campus Circulation
- Summary of Key Issues

#### B5 Landscape & Open Space

- Campus Academic Core
- Built Environment Character
- North & West Farms
- Open Space

#### B6 Infrastructure & Energy Transition

- Peer Benchmarking
- Analysis



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# **B1 MapMyCampus Results**

An online survey was sent to the entire Vandal community to solicit feedback. This was an alternative method to obtain as much input as possible for those not able to attend virtual workshops or in-person town halls. The MapMyCampus survey provided a platform to illustrate issues and concerns, that eventually highlighted areas of development opportunities around campus.

#### **Demographic Summary**

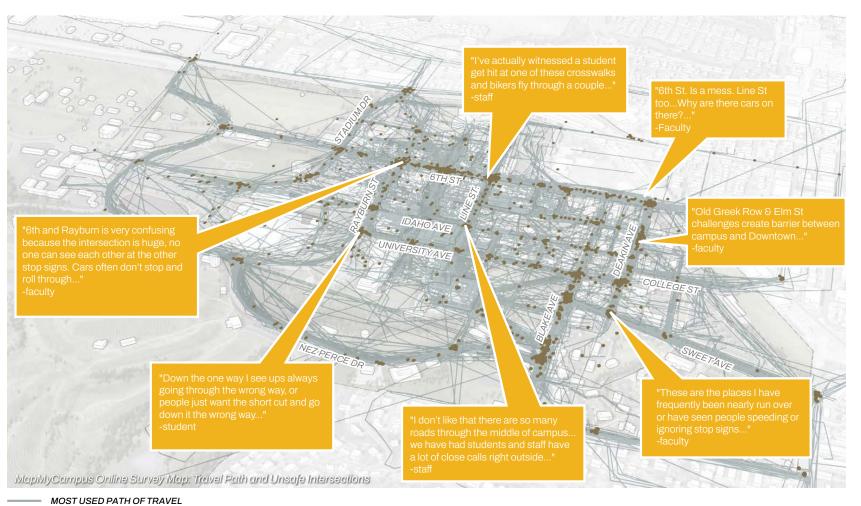
- The MapMyCampus survey yielded nearly 1,500 responses, with approximately half coming from students and the remainder from staff, alumni, faculty, and community members.
- This participation provided a depth of responses, allowing for detailed insights and the ability to filter by categories to enhance a greater understanding of specific issues and concerns across different areas of U of I's campus.
- This comprehensive feedback was fundamental in informing the project's development. Some results were conclusive while other observations allowed for opportunities to ask more refined questions.

#### General Results

- The MapMyCampus survey revealed many students concerns on the quality of the academic core, noting that while it's aesthetically pleasing, learning environments need to be vastly improved to better support their academic experience.
- In contrast, community members focused significantly on peripheral items such as access to parking, the amenities such as the Shattuck Arboretum and University of Idaho Arboretum and Botanical Garden.

#### Pedestrian Conflicts Exist Across Campus

- 6th Street is a vehicular short-cut through campus for daily Highway 8 traffic.
- 6th Street is a barrier between student living and the campus core.
- Limited East-West Connections limit accessible pedestrian connectivity.
- Vehicles use campus core walkways as drives because they appear more like roads than pedestrian-only areas.

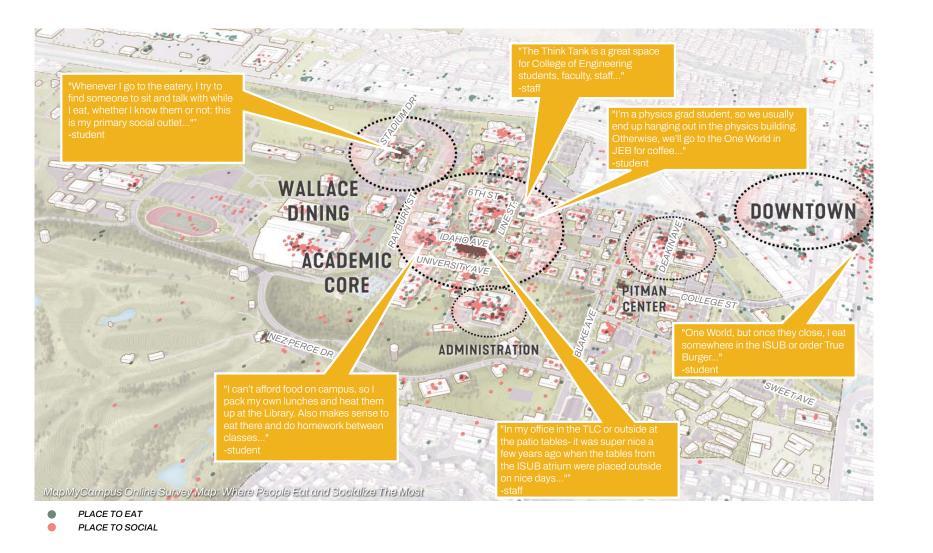


MOST USED PATH OF TRAVEL

MOST CONFUSING AND/OR CHALLENGING
INTERSECTION

# Most Activity Hubs Are Located In The Campus Core, Student Housing Areas, and Downtown.

- Campus Life and Socialization is Highly Concentrated in the Idaho Student Union Building (ISUB) and amenity spaces within student housing.
- In general, locations with available food services and study spaces within and outside of campus are highly used for socializing and gathering.
- While there are some places to eat within the Campus Core, their current service hours limit usage after school hours.
- The high cost of food leads many campus users to bring their own meals, seeking spaces that offer seating and areas to heat up their food.



# Outdoor Spaces Are Viewed As A Campus Amenity and Should Be Preserved

- Many open spaces, such as the arboreta and Paradise Creek, provide both ecological benefits and sentimental value to the campus community.
- There is overwhelming support for the preservation, restoration, and enhancement of open spaces.
- Campus users express a desire for better access to open spaces and a diverse range of open space types.
- Some open spaces, such as the various open lawns within the Academic Core, are highly utilized but lack adequate seating and gathering areas.



FAVORITE OUTDOOR SPACE
PLACES TO PRESERVE

## **B2 Campus Property & Land Use**

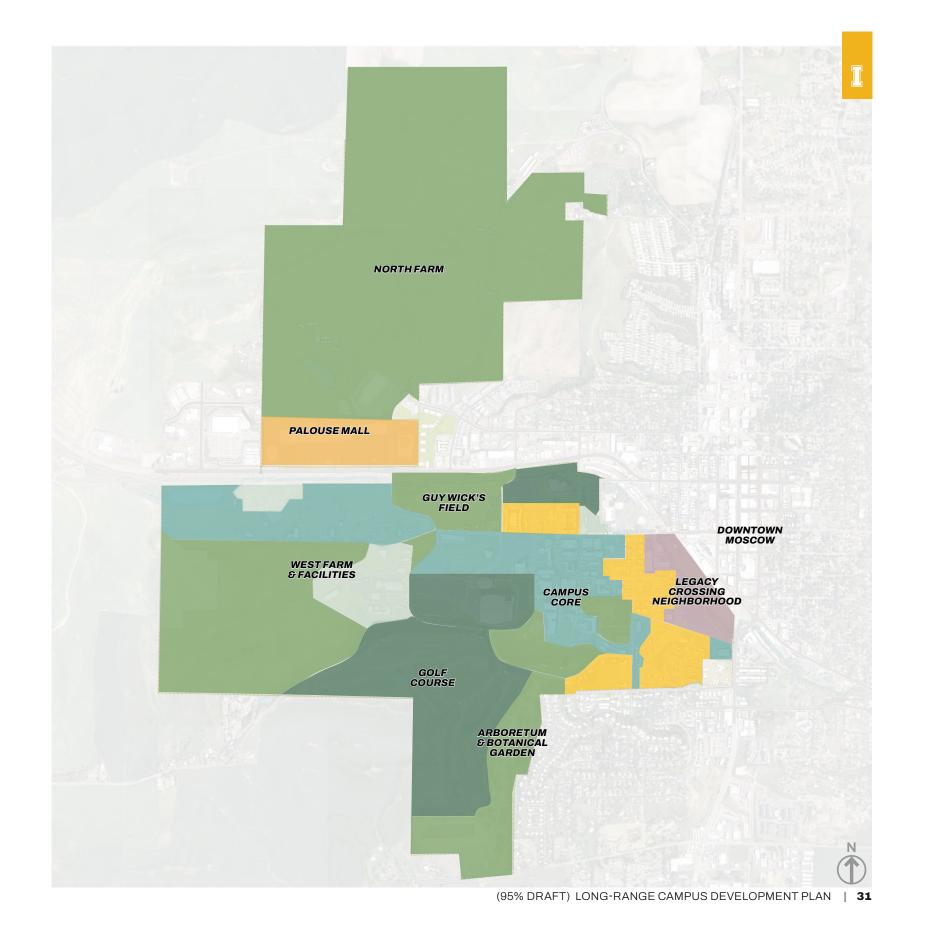
As a land-grant institution, the U of I properties play a critical role in supporting higher education and national research for the state. The main campus also provides residential uses and amenity and event spaces which contributes to the vitality of campus life. All U of I properties must cohesively serve as a fundamental resource, enhancing the educational environment and fostering a vibrant community.

# Strategic Land Stewardship for Academic Excellence and Sustainable Growth

An abundance of various types of land, including farm land, recreational and amenity open space, and more, requires careful planning to support academic, research, and student success. Over 100 years of planning efforts have shaped the campus's current land uses. While research land is vital across the state, the proximity of research farmland to the main campus is important for maintaining a "residential" feel for students. North Farm, West Farm, and Pitkin Nursery/Parker Farm are vital resources for academic research and industry partnerships. Campus open spaces are essential in defining the campus character, offering amenity spaces, and promoting a sense of wellbeing.



# LEGEND COMMERCIAL/PARTNERSHIP SERVICES HOUSING DESIGNATED OPEN SPACE ATHLETICS, RECREATION, & SPECIAL EVENTS ACADEMIC/ADMINISTRATIVE CAMPUS & COMMUNITY MAINTENANCE OPERATIONS



# Idaho Transportation Department (ITD) Palouse Region Planning and Environmental Linkages (PEL) Studies

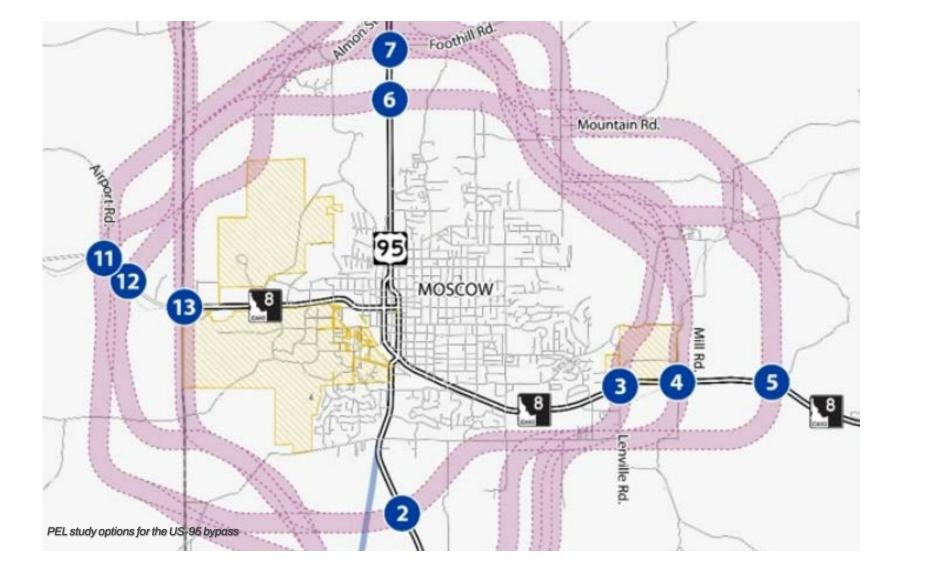
During the LRCDP update process, ITD was conducting their own PEL studies for both US-95 and SH-8 in the Palouse region. These PEL's were at the Level 1 Concept phase at the conclusion of the LRCDP. The images to the right show various possible bypass routes through portions of U of I property. It is highly encouraged for U of I to work in partnership with ITD to determine the best route that honors both U of I campus goals and the larger Palouse Region mobility needs.

#### **Key Findings:**

- Some of the US-95 bypass options traverse through U of I campus property, specifically through the North and West Farm academic and research land.
- Expansion of SH-8 identifies rerouting options which impact the eastern Pitkin Nursery and Parker Farm properties.





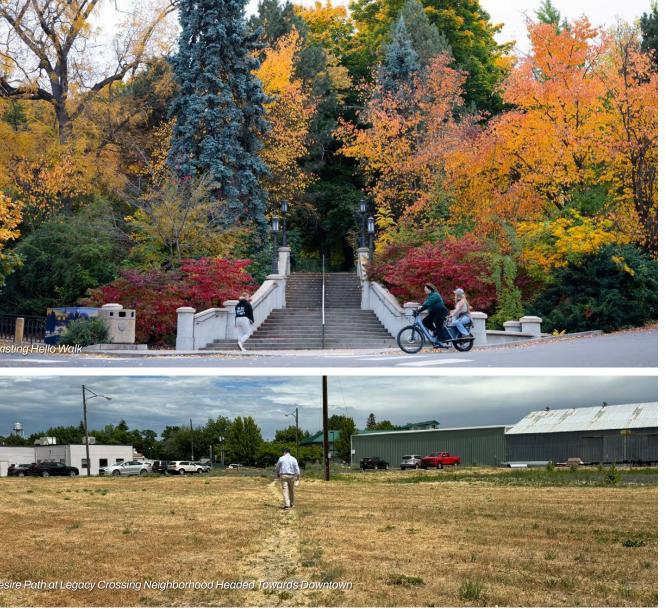


#### Hello Walk and Legacy Crossing Neighborhood

Hello Walk emerged from the original Olmsted Vision in 1908 and the camaraderie developed by the Vandals over time. This iconic and ceremonial campus gem has been well established within the equally cherished Administration Lawn. As Hello Walk heads to the northeast, it terminates at Blake Avenue. In order to complete Olmsted's vision to connect through Legacy Crossing Neighborhood to Downtown Moscow, several existing condition challenges regarding non-U of I owned property and well established facilities will need to be explored.

Currently, the Legacy Crossing Neighborhood primarily features Paradise Creek and unprogrammed open space. Together, Hello Walk and Legacy Crossing Neighborhood have the potential to bridge the current gap between the campus and downtown.







## **B3** Facilities

The Space Use Study revealed the majority of buildings with low utilization require extensive maintenance. This finding underscores the need for targeted re-investment and strategic planning to address these critical infrastructure issues.

#### Prioritizing the Educational Environment

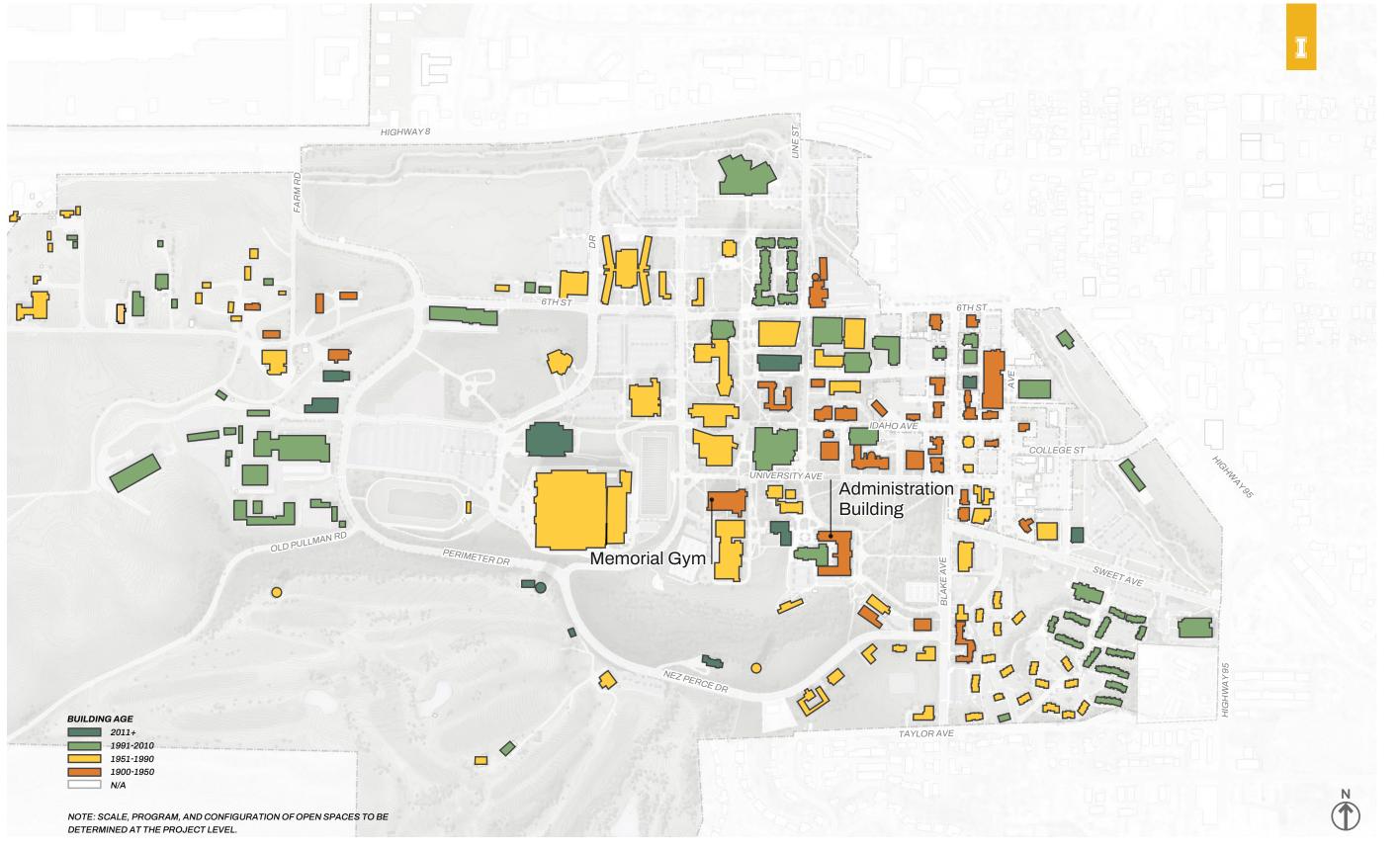
The main campus serves as a fundamental resource; however, not every building is highly utilized. The Weekly Scheduled Classroom Hours (WSCH) map shown to the right illustrates ... This approach focuses on the locations of academic programs, ensuring the spaces most relevant to educational and research activities are prioritized. By doing so, the institution can effectively support its academic mission and optimize the use of its resources

#### Aging Facilities

Many of U of I's facilities are beyond their intended life cycle and need modernization and upgrading to promote high-quality learning environments that are adaptive to evolving pedagogies and best practices.

#### **Key Findings**

- While old historic buildings are integral to the campus history and character they require significant maintenance and modernization. Analysis is needed on what contributing factors buildings provide compared to their return on investment for the significant maintenance required.
- Many older buildings in need of repair are found within the campus core and in community centric areas, such as Memorial Gym, Life Sciences South, Administration Building, and the Bruce Pitman Center. Without repairs, the deterioration of these buildings can affect student culture and staff environments, engagement, and overall character to the campus environment.
- Various programs and campus groups, such as Vandal Wellness, Athletics, Tribal Relations, and E-Sports, have outgrown existing spaces and in need of improved and expanded facilities.



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#### Space Utilization & Educational Adequacy

Many U of I facilities are outdated and require modernization to support highquality learning environments that adapt to evolving pedagogies and best practices. The flexibility of academic environments is limited, and the quality of space is crucial for the recruitment and retention of students, faculty, and staff.

#### **Key Takeaways**

- Students perceive face-to-face instruction as the best experience.
- Virtual options are necessary for students in rural areas.
- Classroom inventory requires enhancements to support diverse pedagogies.
- Teaching labs are outdated and often at capacity, posing safety challenges.
- There is a dual perception of insufficient space and inefficient space use.
- Students desire spaces with natural light, comfortable seating, and access to power.
- Various campus groups and programs have outgrown existing spaces and in need of improved and expanded facilities.
- Ensure an equitable process across various departments and programs.
- Take advantage of space inefficiencies and strategically think about temporary and swing space to support smooth transitions during periods of growth.
- Rethink adjacencies and sub-areas on campus that encourage collaboration.

#### Flexible learning & community spaces at U of I

U of I has numerous exemplary models of flexible spaces that facilitate growth and adaptation for both academic and community-centric purposes. Additionally, there is a growing desire and need for shared spaces as learning models continue to evolve.

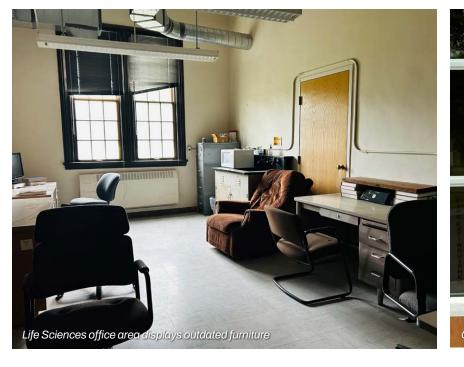
#### **Key Takeaways**

- The Integrated Research and Innovation Center (IRIC) is a recent model for a new flexible research space with adjacent work and meeting areas with no specific college/department ownership.
- The Teaching and Learning Center (TLC) serves as a good example of shared collaborative spaces within an older building.
- Multi-use facilities provide venue space for a variety of events and needs. Facilities like the ICCU Arena provide both athletic and community events and programs.
- The Huckabay Medical Education building provides an example of a flexible facility that accommodates the rapid growth and enrollment.













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# **B4 Mobility, Circulation, & Parking**

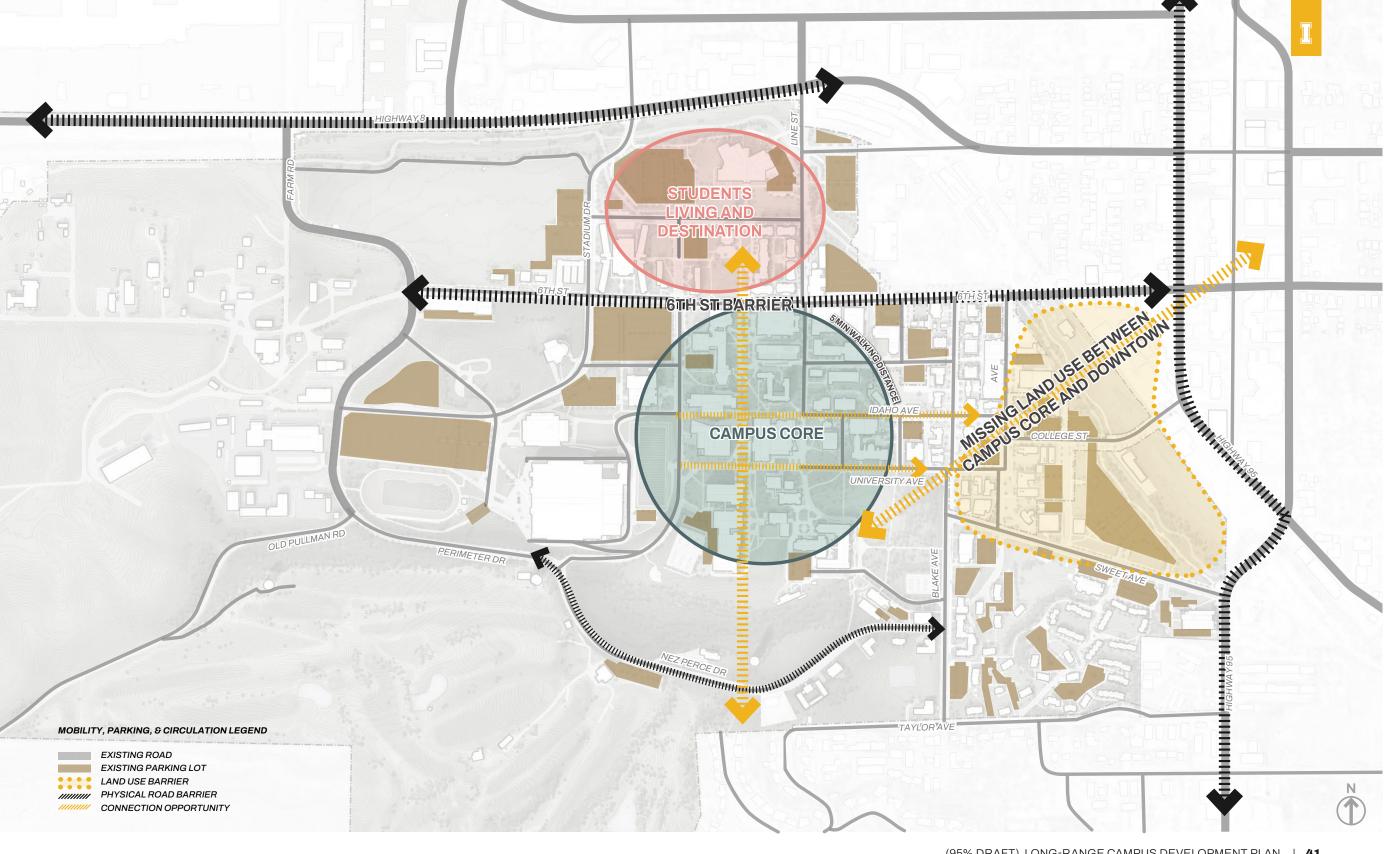
High traffic roads, steep topography, aging infrastructure, and a lack of alternative transportation options make some areas around the campus feel unwalkable, compromising student safety and accessibility.

#### Balancing Mobility, Circulation, and Parking Needs

The campus topography, aging infrastructure, and harsh weather conditions have highlighted safe accessibility and convenient parking as consistent themes in the gathered feedback. Although there is a perceived notion of insufficient parking, pockets of convenient and accessible parking spaces are available within a 5-minute walking distance from the campus core. Larger parking lots surrounding the campus core provide parking for other areas of the campus. However, physical and perceived barriers, such as busy roads like 6th Street, outdated or nonexistent sidewalk connections, vacant land at Legacy Crossing Neighborhood, and unsafe crossings at various streets, hinder pedestrian flow across the campus, further impeding pedestrian movement and raising safety concerns.







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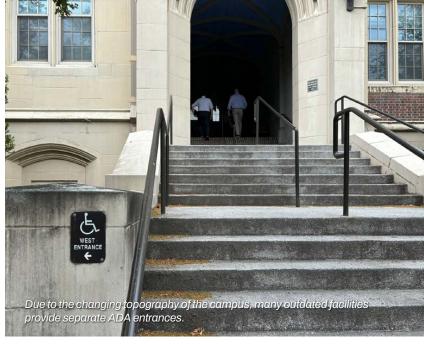
# General accessibility and pedestrian and vehicular conflicts are a significant concern on campus.

While the Campus Core primarily serves pedestrians, some areas require additional study and improvements to further expand accessible, pedestrian-focused connections. Examples include locked gates at the Dome, asphalt treatment of walkways, separated ADA access, and incompatible uses adjacent to primary pedestrian walkways. Enhancing these areas will improve the overall pedestrian experience.

- Physical barriers such as aging infrastructure disrupt pedestrian flow.
- Facilities lacking ADA accessibility hinder smooth movement.
- High traffic roads across campus create disruptions.
- Trails and the campus core offer a strong pedestrian circulation network.
- There are opportunities to enhance pedestrian and vehicular movement through and around campus.









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#### The Campus Circulation Framework

The U of I campus boasts an established pedestrian realm within the campus core and a series of expanded open space multi-use trails and pathways. From the campus walkways of University and Idaho Avenues to the improved trails along Paradise Creek and Arboreta, a strong circulation network has been established and stitches the campus together.

#### Transit/Shuttle

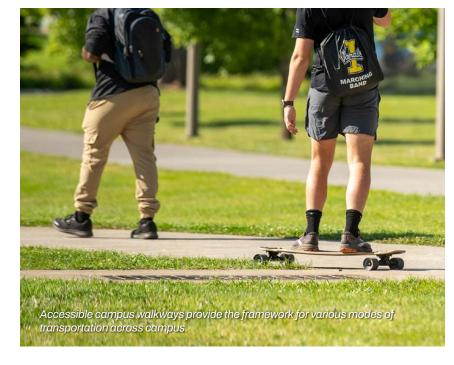
Sustainable Moscow Area Regional Transit (SMART) operates two loops, one on the east side and the other on the west side of town, covering diverse locations such as high-density residential areas, medical facilities, educational institutions, and shopping centers. SMART Transit offers free rides to everyone in the community, making it a potentially valuable asset. However, the primary issue with this inter-campus transit is its infrequent service, which limits its overall effectiveness.

#### **Key Findings**

- The campus provides many examples of a strong foundation for pedestrian circulation.
- Expanding upon the established pedestrian network can help can create a safer and more accessible campus.
- Supporting alternate modes of transportation is crucial for campus accessibility.
- Increasing the number of stops and trip frequency for the SMART Transit can help limit vehicle priority on campus, reduce fuel consumption, lower emissions, and avoid the costs associated with constructing additional parking lots.
- The transportation center is a valuable asset and is located in an area with potential for further development to enhance its benefits.





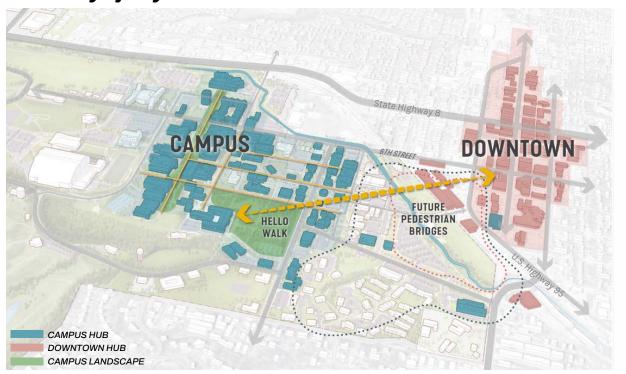




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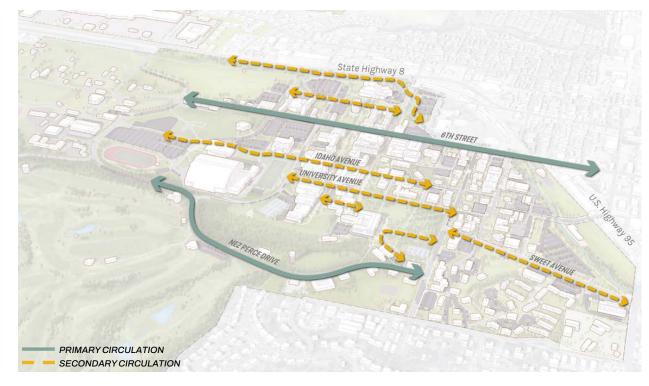
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#### Summary of Key Issues



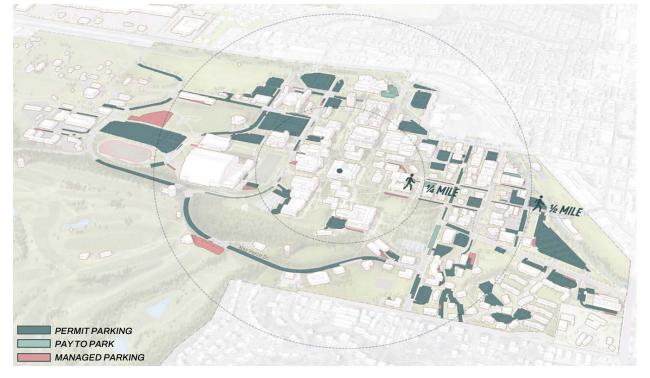
#### Missing land use between campus core and downtown

Sparse development, poor accessibility, and barren conditions in the Legacy Crossing Neighborhood area create a physical barrier between the campus core and Downtown Moscow. This disconnect hinders development of the town-and-gown relationship which fosters community and economic vitality. Extending Hello Walk and strategically planning development in this area are crucial for defining the future of the Legacy Crossing Neighborhood and bridging this gap.



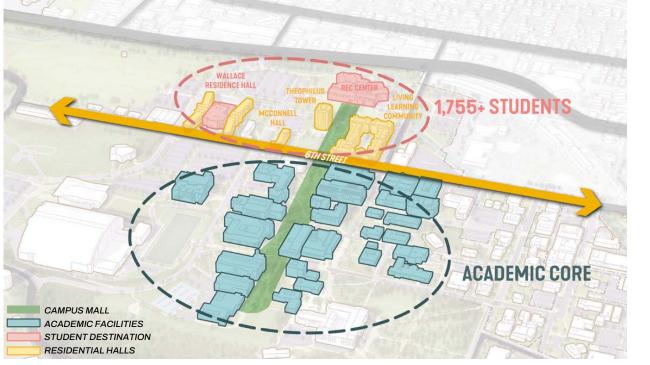
#### East-West vehicular & pedestrian connections

In the east-west direction, streets like 6th Street and Nez Perce Drive create physical barriers that disrupt smooth pedestrian circulation from the Campus Core to student housing and recreational areas. While the Academic Mall provides a strong north-south corridor, the established east-west pedestrian-only streets still require ongoing expansion and enhancement to better serve the campus community. If the campus continues to expand to the east and west, improving these pathways can ensure safer and more efficient movement for all campus users.



#### Accessible parking from the campus core

While there is a perceived lack of parking, most parking lots are located within a 1/4 mile (5-minute) to 1/2 mile (10-minute) walking radius, primarily at the edges of campus. Additionally, some convenient and accessible parking is available within the campus core. This closer access benefits those needing to reach the heart of campus quickly, but the presence of asphalt roads gives the perception that driving within the Campus Core is encouraged. To balance accessibility and sustainability, it is important to consider strategies that promote alternative transportation options and reduce reliance on cars within the campus core.



#### 6th Street is barrier between students & campus core

6th Street, as a prominent east-west vehicular connection, presents a significant challenge to the north of campus. This street bifurcates the student living hub from the academic core, creating a barrier for nearly 2,000 students who cross it multiple times each day. Given its heavy traffic, the area becomes a hot spot for pedestrian and vehicular conflicts. Addressing this issue is crucial to ensure the safety and smooth movement of both pedestrians and vehicles

## **B5 Landscape & Open Space**

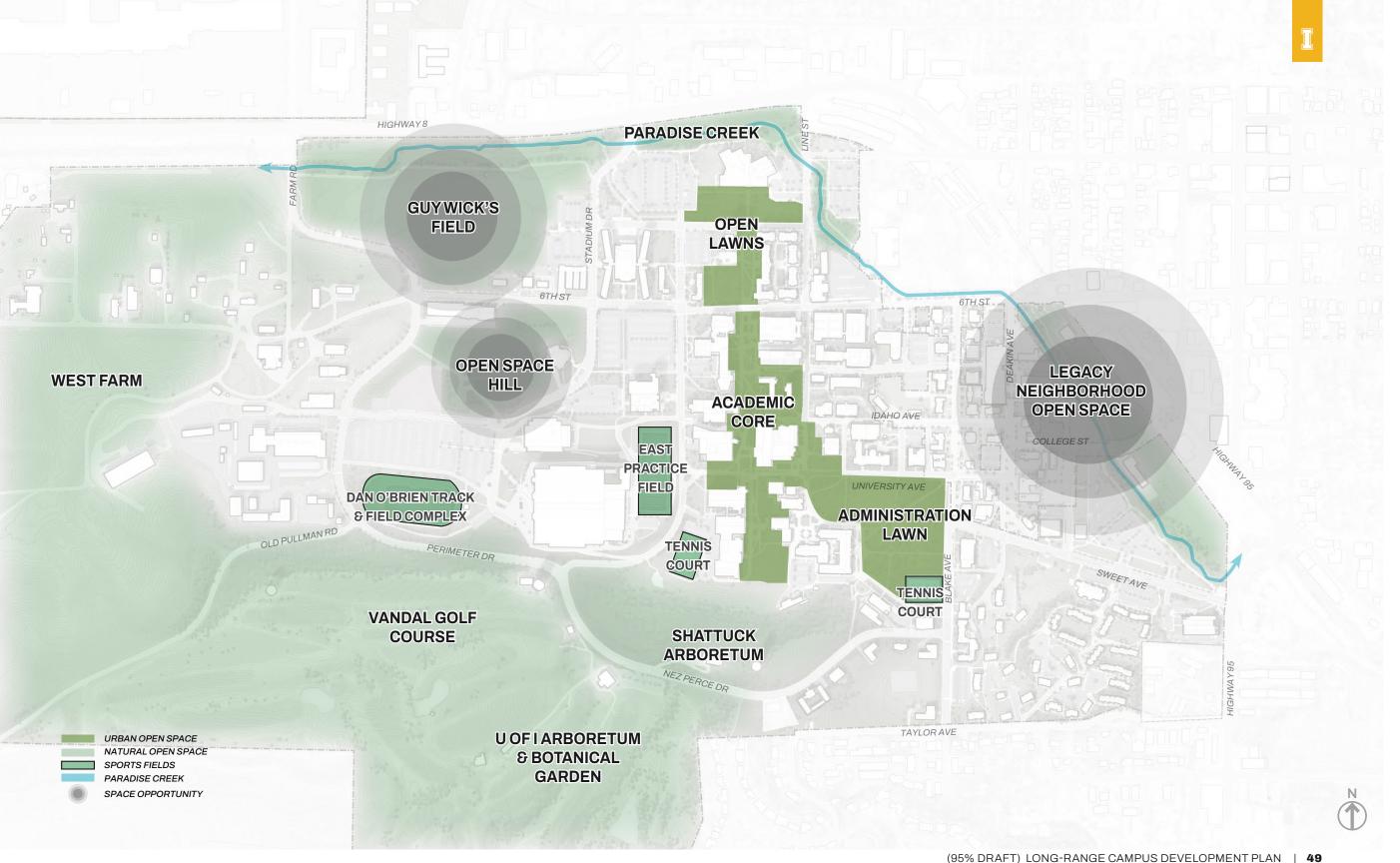
The open spaces on campus are highly valued as they provide opportunities for recreation, outdoor education, and ecological benefits to the local flora and fauna. Unique spaces such as the Administration Lawn, the Academic Mall, Paradise Path, the two arboreta, and the Vandal Healing Garden and Memorial, enhance campus health and wellbeing.

#### Over 100 Years of Tradition

The landscape architecture on campus is evidence of over 100 years of successful stewardship and Vandal traditions. The buildings at the University of Idaho blend historic charm with modern functionality, creating a unique sense of place that enriches the campus experience. From the iconic Administration Building to the state-of-the-art Integrated Research and Innovation Center, each structure contributes to a vibrant and inspiring environment for students and faculty alike.





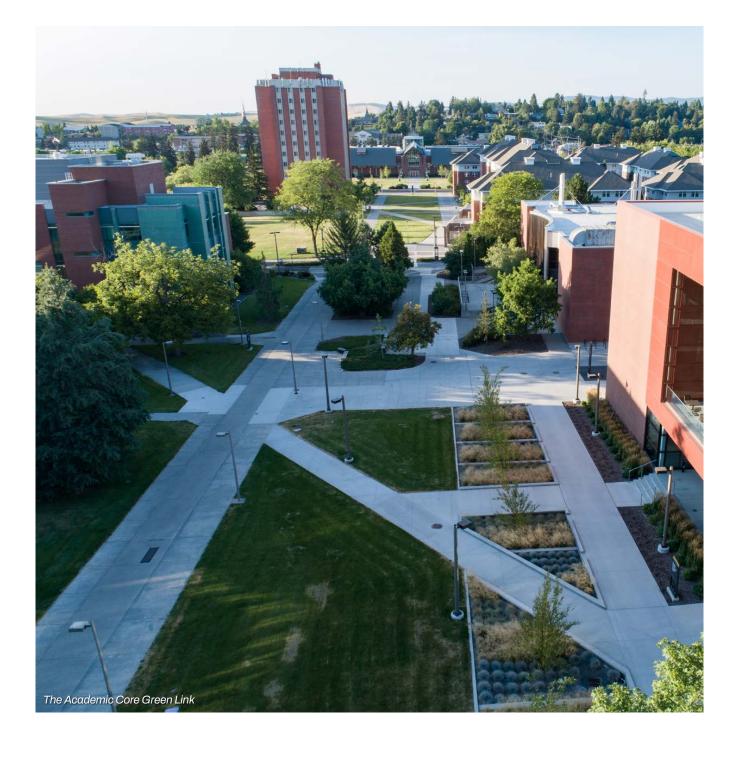


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#### Campus Academic Core

Seen as the "Heart of Campus", the academic core features open lawns, plazas, and a major green corridor that connects the north and south areas of campus, linking the Student Recreation Center and Paradise Creek to the Healing Garden, Arboreta, and Golf Course. The U of I community is particularly fond of the open spaces such as the main lawns at Theophilus Tower and south of the Student Recreation Center for large events and gatherings, the Administration Lawn for its calming and historic beauty, and the new Vandal Healing Garden and Memorial as a quiet space of remembrance. These open spaces provide a physical manifestation of both passive and active recreation all within a 1/2 mile of the academic core. While these spaces have been well established and highly used, there is a significant demand for more seating, shade structures, and improved accessibility to increase their usability.

- The academic core is a prime example of a pedestrian-friendly zone with a "build to" line that preserves and defines open spaces.
- The academic core features a mix of accessible active and passive open spaces.
- The U of I community highly values open spaces like main lawns and garden areas, which are used for large events, gatherings, and quiet, reflective moments.
- There is a significant demand for more seating, shade structures, and enhanced accessibility to improve usability.
- Some landscaped areas have become overgrown, obstructing view sheds.













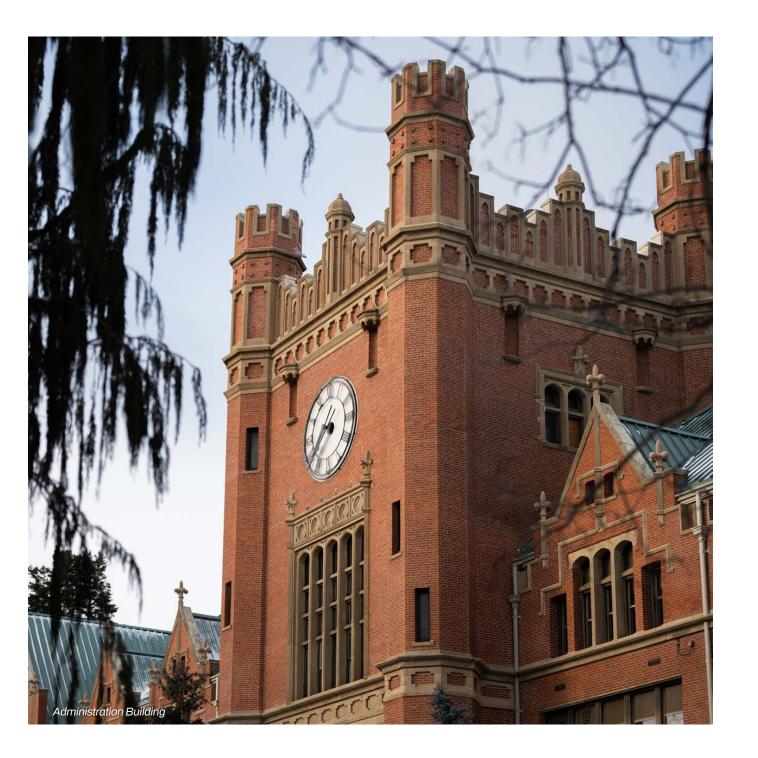


(95% DRAFT) LONG-RANGE CAMPUS DEVELOPMENT PLAN | **51** 

#### **Built Environment Character**

The historic architecture is a major contributor of the overall aesthetic character on campus. These buildings not only add to the visual charm amongst the established landscape but also serves as tangible links to the rich history and traditions at the University of Idaho. Preserving and integrating these architectural gems into future development plans is essential to maintaining the unique identity and cultural heritage of the institution. By doing so, we honor the past while creating a vibrant and inspiring environment for current and future students, faculty, and visitors.

- Honor and preserve the historic character by maintaining existing buildings
- Repair and Preserve. Many older buildings within the campus core and communitycentric areas, such as Memorial Gym, Life Sciences South, Administration Building, and Bruce Pitman Center, need repair.
- Continue to expand and integrate historic features into the campus vernacular.
- Preservation is key to maintaining campus character. Explore the establishment of a historic district.
- Acknowledge the stewardship over the last 100+ years and the character it provides to the campus environment.











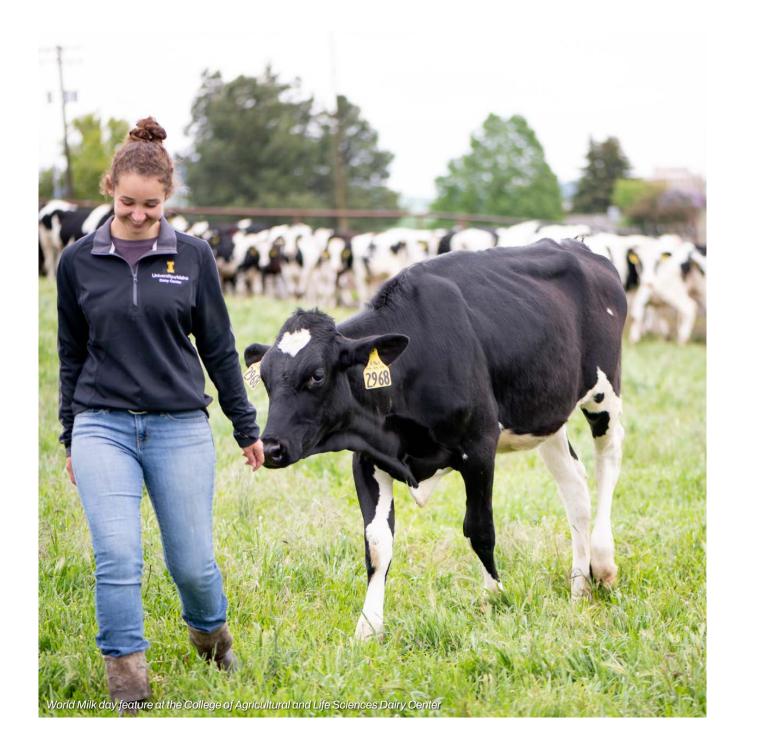


(95% DRAFT) LONG-RANGE CAMPUS DEVELOPMENT PLAN | **53** 

#### North & West Farms

The open land at North Farm and West Farm supports the campus's mission as a land grant institution, offering research and learning opportunities for both the campus and the surrounding community. The Palouse Research, Extension and Education Center conducts research and Extension projects related to plant and animal sciences and has various centers in the U of I campus and surrounding community. North Farm encompasses vast open land dedicated to agricultural research with places such as the Dairy Center, Sheep Center, the Feed Mill, and Hubert C. Manis Entomological Laboratory. The West Farm features the Beef Center, Seed Potato Germplasm Laboratory, Meat Science & Innovation Center, Vandal Meats, the Animal Pavilion, the White Pine Orchard, and grazing fields for campus cattle and horses. As an R1 institution, the extensive and contiguous land dedicated to forestry and agricultural research underscores its commitment to research excellence and its potential to attract top talent and funding.

- The contiguous open land at North Farm and West Farm supports the campus's mission as a Land Grant Institution.
- While some areas of the farms present opportunities for commercial development, careful planning is essential.
- Large areas of land need to be preserved for academic research.
- Palouse Mall is a good example of farm land that provided an opportunity for local economic growth.
- There is a juxtaposition between community needs and preserving unique and vital academic, industry, and state research needs.
- Dedication to agricultural research has the potential to attract top talent and funding.













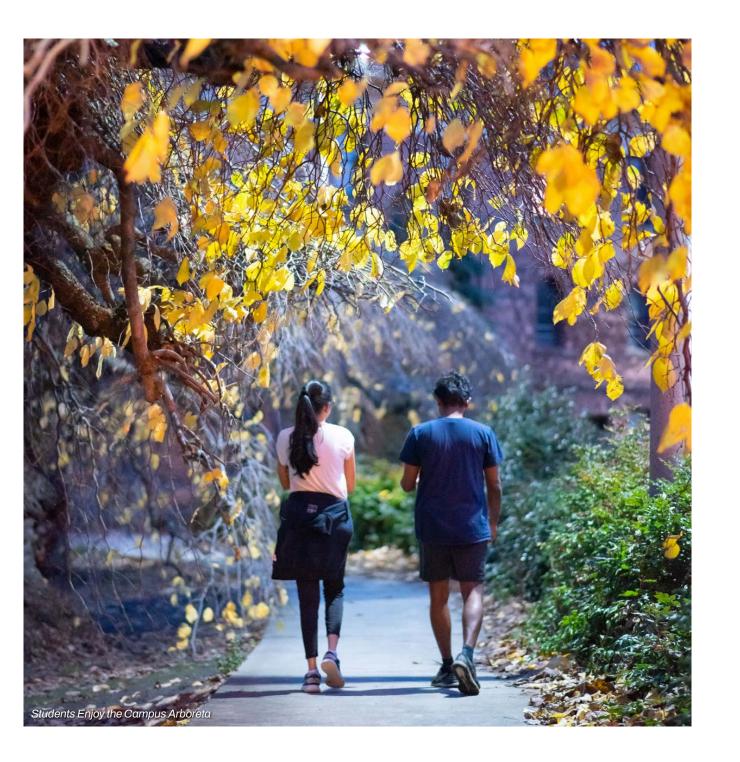


(95% DRAFT) LONG-RANGE CAMPUS DEVELOPMENT PLAN | **55** 

#### Open Space

The green spaces are a testament of over 136 years of the stewardship on campus. Buildings are constructed or demolished, but the mature natural environment is telling of the history at the U of I. These spaces offer diverse ways to engage with the outdoors, from athletic and intramural events to lawns and walking paths. Guy Wick's Field serves as a flexible space for intramural games, band practice, and large community events, while the P1FCU Kibbie Dome practice fields provide venues for athletes and recreation clubs. The Golf Course offers active recreation and stunning views of the Palouse landscape adjacent to two arboreta: the Shattuck Arboretum and the University of Idaho Arboretum and Botanical Garden. These spaces not only provide passive recreation and contemplative moments but also hold an educational and ecological value for the community. There is a desire from the campus community to preserve and enhance these spaces and ultimately expand and grow new spaces for the next generations.

- Open spaces on campus offer diverse opportunities for outdoor engagement, serving multiple purposes such as intramural games, band practice, and large community events.
- Despite the abundance of open spaces, there is a need for more athletic and recreation-specific areas, as well as indoor spaces to accommodate activities during harsh weather conditions.
- While there are many open spaces across campus, there is a general lack of seating and engagement opportunities.
- There is a strong desire from the campus community to preserve and enhance open spaces through conservation efforts, sustainable landscaping, community involvement, recreational facilities, biodiversity promotion, green infrastructure, and regular maintenance.
- Paradise Creek at Legacy Crossing Neighborhood offers a valuable opportunity to enhance the undeveloped areas of the campus.















## B6 Infrastructure & Energy Transition

Advancing U of I's infrastructure transition and climate resilience is crucial to the longterm financial stability and continuity of critical university operations. As a leading research institution in agriculture, natural resource management, and environmental policy, U of I is uniquely positioned to demonstrate resilience leadership for other land-grant institutions.

#### Infrastructure Partnership

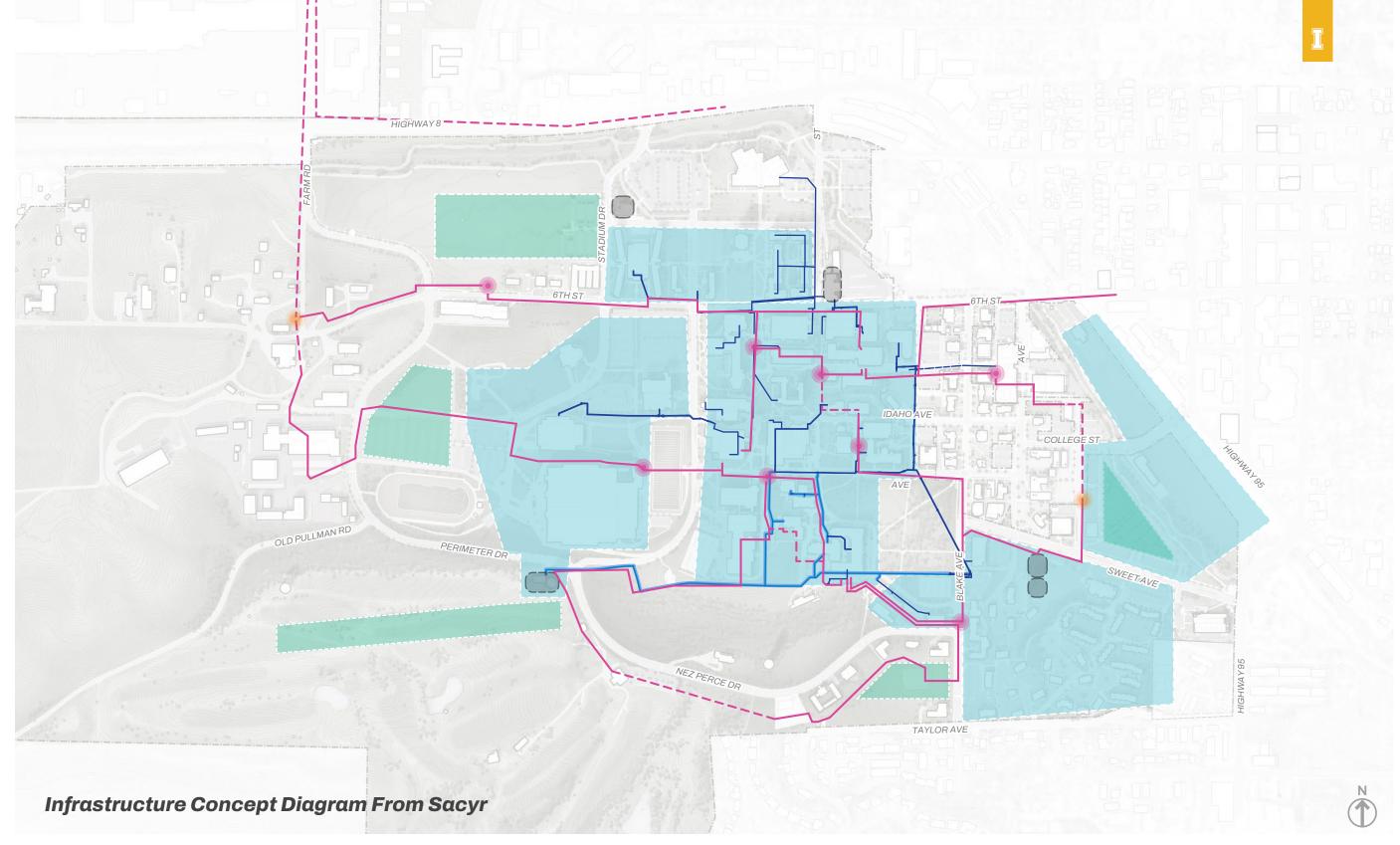
The University of Idaho has partnered with Sacyr Plenary Utility Partners Idaho (SPUPI) to understand the current state of utility infrastructure and develop a plan for improvements and transition to clean energy sources. Sacyr has proposed exploring potential campus nodal energy districts to improve the reliability, efficiency, worker safety, and carbon impacts of thermal energy systems at U of I, as well as other improvements to domestic water, sanitary sewer, stormwater, steam, chilled water, reclaimed water, air, electric, and fiber infrastructure. Critical improvements, associated costs, and a prioritized planning continues to be identified in Sacyr's 5-year utility plan allowing the University to stabilize utilities across campus by focusing on immediate reliability and safety needs. Refer to Sacyr's reports for additional detail.

The overarching goals driving the strategies for utility and infrastructure improvements are to create a resilient and reliable system, position the institution for future energy transitions, and allow for cost-efficient expansion of the systems as the campus grows. A nodal approach to utilities as proposed by Sacyr, particularly nodal thermal energy plants, may help achieve this goal while also improving efficiency, reducing the total cost of ownership of utility assets, and stabilizing utility

> NODAL ENERGY DISTRICT POTENTIAL GEOTHERMAL FIELD

----- CHILLED WATER LINE RETURN

FIBER RECOMMENDED SPLICE POINT (EXISTING VAULT) FIBER RECOMMENDED SPLICE POINT (NEW VAULT)



**ATTACHMENT 2** 

58 | UNIVERSITY OF IDAHO (95% DRAFT) LONG-RANGE CAMPUS DEVELOPMENT PLAN | **59** 

# Infrastructure Partnership

Initial investigation of the condition of utility systems on campus has identified the need for many critical improvements that address deferred maintenance (such as stabilization, service reliability, and worker safety.) SPUPI has recommended several infrastructure upgrades that align with goals of infill development while also planning for growth on the perimeter along with and infrastructure stability.

Peer benchmarking efforts indicate that U of I aligns with the average performance in climate action relative to peer institutions. Investigation into operational categories identified areas of possible improvement, including building performance, energy efficiency, responsible grounds management, reduced waste, and responsible procurement. Strategies for improvement in these areas will require coordination across a broad range of university departments, designated capital funds, and a commitment to the many economic, social, health, and environmental benefits of reaching beyond "business as usual."

Like many institutions across the region, resilience risks, including wildfires, extreme temperatures, and drought threaten the long-term ability for U of I to deliver its mission, particularly in the research areas that are deeply connected to climate stability. With a commitment to prepare for these risks throughout many facets of the university, U of I can remain a leader in these critical areas for an uncertain future.





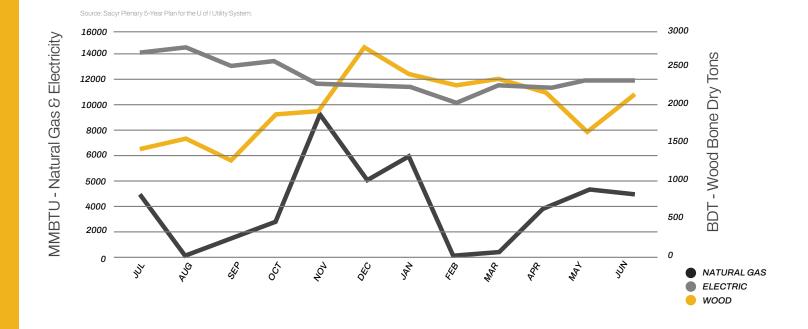


# Key Priority: Clean Fuel Sources

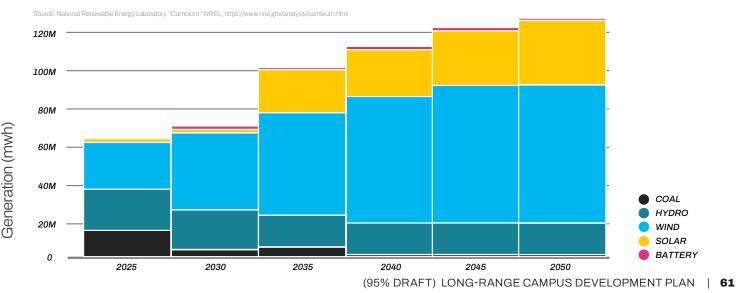
U of I currently utilizes 3 fuel sources for the thermal utilities (heating and cooling): natural gas, electricity, and biomass. The consumption projections for each of these for FY25 are shown on the chart to the left.

The chart at the bottom shows the fuel source projections for the regional electrical grid. The majority of Idaho's regional grid is already sourced from renewable resources, with coal and natural gas sources falling to near zero in the coming decades. Renewable sources will have more stable costs, reduce emissions and air pollution regionally, and conserve natural resources in Idaho. Thermal energy utility upgrades and new capital projects on campus should prioritize electrification for heating and cooling to benefit from this clean regional electrical grid and investment in other renewable sources and strategies, such as geothermal, ambient temperature loops, and energy capture from waste. The addition of energy storage batteries on campus can further improve U of I's electrical system resilience and utility cost stability by reducing additional costs for electricity use during times of peak demand.

#### FY25 U of I Fuel Consumption Projections



## Regional Electrical Grid Fuel Sources

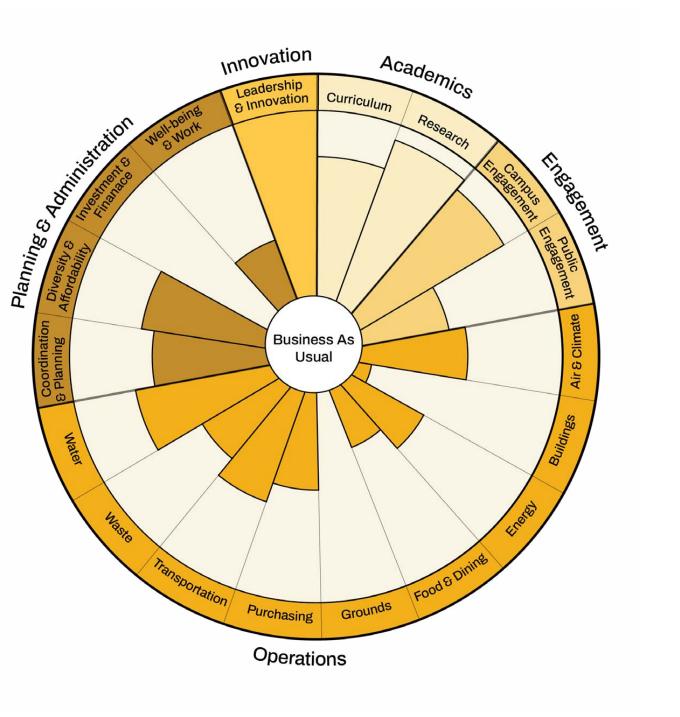


# **Current Efforts**

To date, the University of Idaho has made significant progress towards incorporating resilience and sustainability into all facets of the institution. The graph to the right illustrates the current performance of multiple categories within the AASHE STARS rating system. STARS is a widely-adopted transparent, self-reporting framework for colleges and universities to measure their sustainability performance. The graph shows low performing categories with a small bar close to the center, and higher performance with a higher bar towards the outside of the circle. On a 5 level overall STARS scale from Reporter to Platinum, U of I currently holds a Gold rating and is making significant strides towards Platinum, which only 8 other institutions in the US have achieved.

Within the STARS categories, some of U of I's most notable achievements to date are summarized on the following page.

The University of Idaho is also committed to achieving new sustainability credentials, such as the upcoming Carnegie Elective Classification for Sustainability.

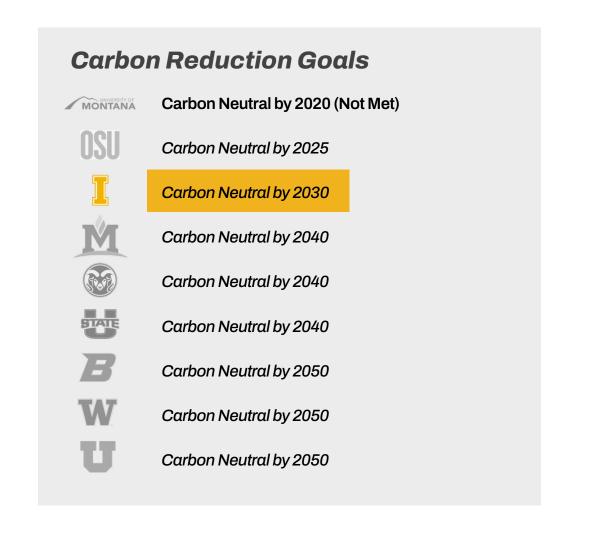


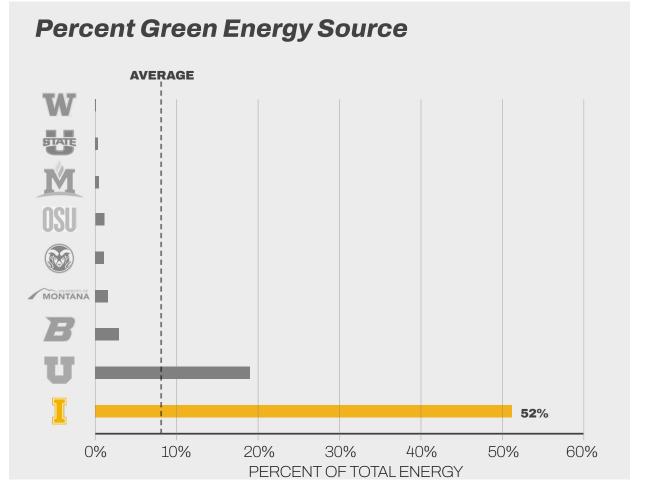


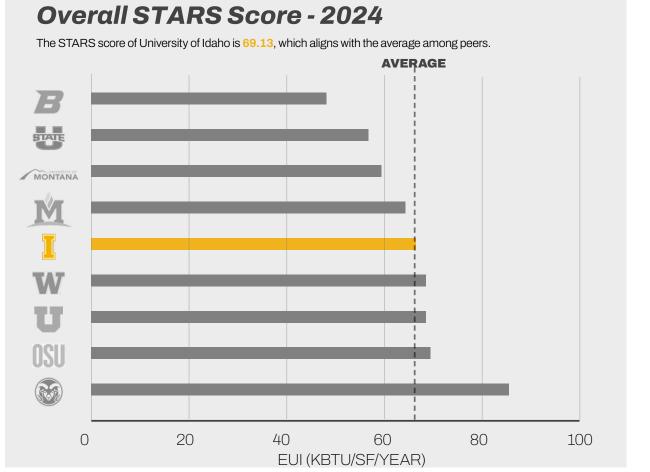
# Peer Benchmarking

STARS provides transparent data to enable the comparison and benchmarking with peer institutions. The data referenced in the following charts was sourced from STARS in Fall 2024. The benchmarking revealed the following findings:

- In most categories, U of I performs near the average of peer institutions.
- The percentage of electricity from green sources is exceptional at U of I compared to peers, but there is still significant room for improvement as U of I strives for carbon neutrality by 2030.
- U of I has a carbon neutrality goal set for 2030, which is 10-20 years ahead of most peer institutions. Continued measurement, investment, and commitment across the organization is critical to meeting this goal.
- U of I has a higher-than-average water use per user and per floor area. Low-flow fixtures, reduced irrigation, and infrastructure to detect leaks can reduce water usage. However, U of I is a regional and national leader in sustainable irrigation practices, using reclaimed water to irrigate the vast majority of the Moscow campus. The use of reclaimed water has reduced mining of the aquifer by millions of gallons per year. Water security is a significant regional resilience risk, so additional attention to this topic is critical for long-term water security. U of I can demonstrate leadership in this area for the rest of the region by exploring water capture and reuse possibilities.



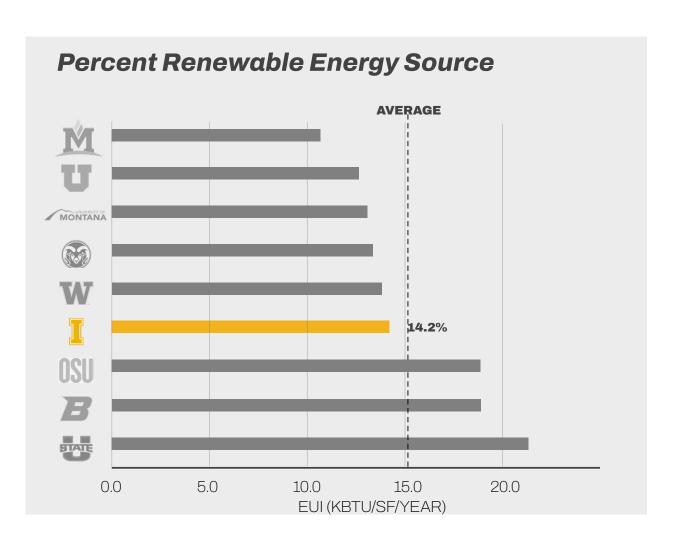




# **Operations Recommendations**

Among the most challenging areas to improve are the STARS subcategories within Operations, including Buildings, Energy, Grounds, Waste, and Water. While U of I is targeting progress in these areas, significant improvements require commitment to capital improvements over many years. For example, building-level meters are needed to better understand the current utility usage per building. This investment would reveal the granular data needed to address the most inefficient buildings and systems. Additional submetering within critical buildings can drive additional reductions in utility use through program assessment and behavioral interventions. In the absence of quality current data, the policy requiring LEED certification for new or renovated buildings should be prioritized to the highest standard in order to contribute to enhanced performance in many of the Operations categories. Per Improvements to these categories would help to stabilize operational costs, improve learning environments, and reinforce U of I's reputation as good stewards of natural resources.







#### **WILDFIRES AND AIR QUALITY**

The chance of very large fires in the region is projected to increase 400% by mid-century. Source: U.S. Climate Resilience Toolkit CLIMATE EXPLORER (V3.1)

#### **Actions:**

Fire-smart design measures, backup electricity sources, and improved air filtration in buildings will be critical.

Deploy improved air filtration measures in ways that are mindful of energy consumption increases.

Ensure emergency plans are in place to address fire and smoke events.



## **EXTREME TEMPERATURES**

Heat stress days with temperatures higher than 90 degrees are projected to increase from a historical baseline to 16 days/year to above 65 days/year by mid-century.

Source: U.S. Climate Resilience Toolkit CLIMATE EXPLORER (V 3.1)

#### **Actions:**

Planning for shaded outdoor spaces, native vegetation, and prioritizing materials to reduce the heat island effect will be important. An increased need for community cooling shelters should be anticipated. Enhance infrastructure resilience, emergency preparedness, and public health interventions for extreme temperatures, fires, and smoke events.



## **DROUGHT CONDITIONS**

Moderate and severe drought conditions are expected to increase. Exceptional drought conditions are projected to increase from every 1 to 12 years to every 1 to 3-4 years my midcentury.

Source: U.S. Climate Resilience Toolkit CLIMATE EXPLORER

#### **Actions:**

Stormwater management and groundwater recharge strategies, potable water reductions, and reductions in irrigation demand can help contribute to water security in the region. Water 25.0 reuse and rainwater collection strategies should be explored.

# Technical Report C: Recommendations

Table of Contents

C1 Land Use & Open Space C5 Open Space C2 Vision 2050 Projects C6 Infrastructure & Energy Transition - Legacy Crossing Neighborhood C3 Facilities - Northwest Gateway - Facilities Removal C7 Focus Area Phasing - Facilities Renovations - New Facilities - Legacy Crossing Neighborhood Near & Long-Term Phasing - Legacy Crossing Neighborhood Guidelines C4 Mobility, Transit, & Parking - Guy Wick's Near & Long-Term Phasing - Hello Walk Near & Long-Term Phasing - Pedestrian Network - Parking the Perimeters - Vehicular & Service Network C8 Governance & Policy - Transit & Shuttle - Parking Removals - Parking Additions 68 | UNIVERSITY OF IDAHO (95% DRAFT) LONG-RANGE CAMPUS DEVELOPMENT PLAN | 69

HOUSING

The main campus plays a critical role in the state of Idaho to provide a quality higher education within the heart of the Palouse region. It supports on-campus housing and academic and research opportunities all within a historic campus with iconic buildings and green spaces. As a landgrant institution, this land serves as a fundamental resource, enhancing the educational environment and fostering a vibrant community.

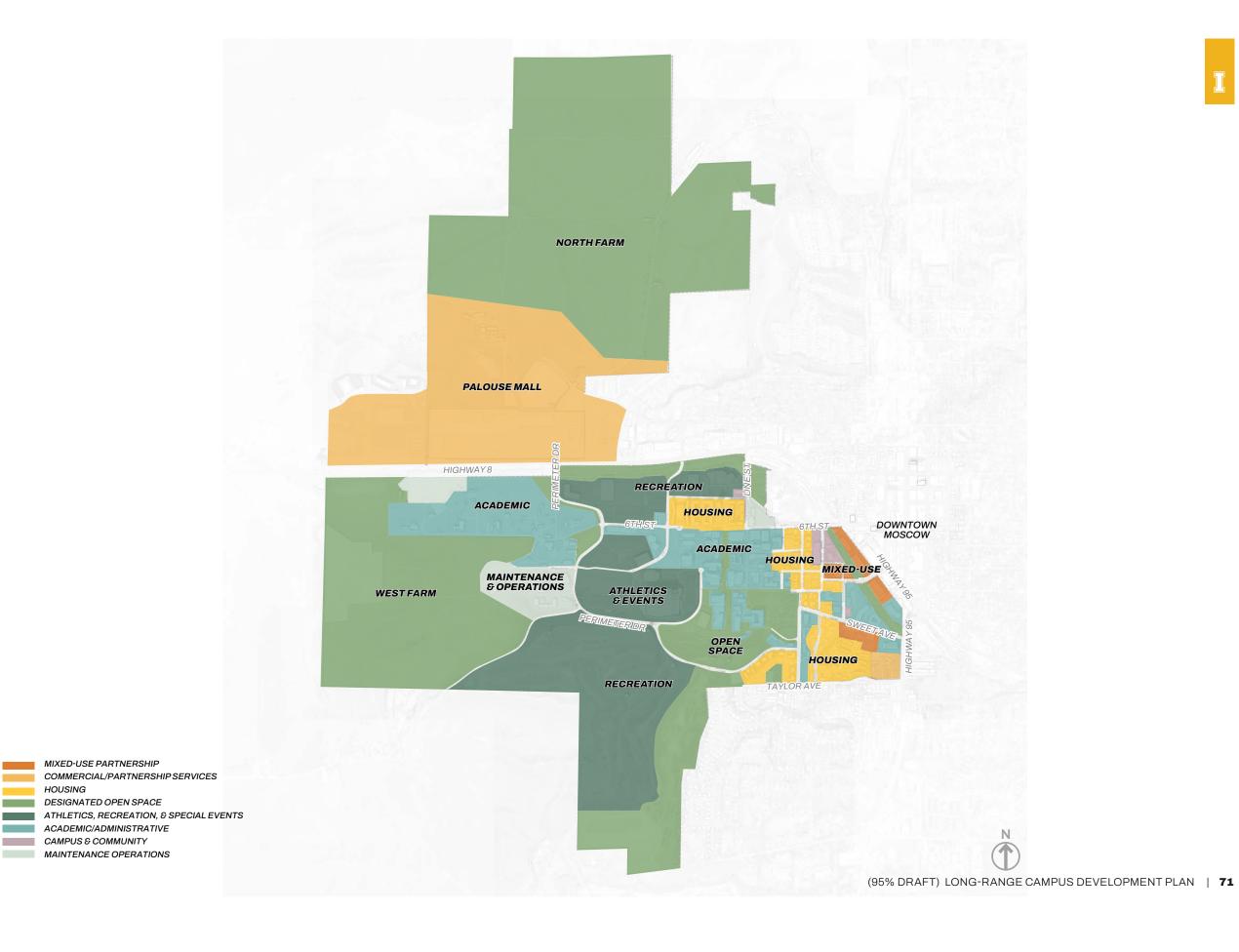
# The LRCDP enhances and organizes U of I's land use by considering current and future university needs.

The plan focuses on optimizing capacity, improving the campus experience, and ensuring flexibility for expansion and development around the campus perimeter. Preserving historic qualities and features, especially within the Campus Core and agricultural research farms, remains a top priority.

The plan identifies specific land reserves for future growth such as in Legacy Crossing by ensuring cohesive growth well into the future, while protecting historic spaces and high-value agricultural and forestry lands to maintain the character and capacity for learning. As programmatic needs evolve over time, the Campus Core will become denser while maintaining it's residential character, reinforcing the commitment to a pedestrian-oriented campus with signature open spaces.

#### **Recommendations:**

- Prioritize academic and research facilities in the campus core.
- · Integrate student services with residential uses.
- Locate one-time, vehicle visitor uses to the periphery near parking periphery.
- · Preserve agricultural and farm related uses at the periphery of campus and off campus properties.
- · Expand the pedestrian network and move displaced parking to the periphery to encourage walking on campus.
- · Encourage ITD alignment to run through Washington state in lieu of cutting through critical agricultural research land.
- Expand Student Recreation Center and reimagine recreational uses to support student life and wellness programs.



BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17-18, 2025
ATTACHMENT 2

# **C2 Vision 2050 Projects**

## **Academic & Administrative**

- Huckabay Medical Education
   Building Expansion
- Medical Education New Building
- 3 Research Building
- 4 General Academic/Admin
- College of Nature Resources
  Renovation and Expansion
- Administration Building Renovation & Preservation
- Niccolls Expansion
- Performing Arts Center at Hartung Expansion
- Agriculture Science Building Expansion
- College of Art & Architecture Art Studio
- Brink & Phinney Halls Renovation
- Life Sciences South Renovation & Adaptive Re-use
- Art & Architecture Expansion
- Greenhouse Expansion
- 15 Ridenbaugh Hall Renovation
- Meat Science & Innovation Center & Vandal Brand Meats
- Lionel Hampton School of Music Expansion
- JW Martin Lab Renovation
- Mary E. Forney Hall Renovation
- Gertrude L. Hays Hall RenovationPrichard Art Gallery Renovation

# Support

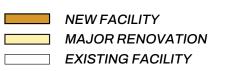
- Children's Center
- Multi-Purpose Indoor Recreation Facility
- 20 Recreation Field House
- Welcome & Alumni Center
- P1FCU Kibbie Dome West Concourse Addition & Improvements
- Vandal Tennis Center
- Track & Field Center
- 25 Track & Field Grandstand
- Memorial Gym Renovation
- 27 Student Recreation Center Expansion
- Internet Exchange Point Facility
- 29 Parking Structure
- 30 Parking Deck
- Surface Parking Lot Creation and Expansion
- Vandal Wellness Center
- Golf Performance Center Expansion
- Joint Military Science & Veteran's Assistance Center
- Vandal Athletic Center Renovation & Expansion
- Golf Clubhouse Renovation and Expansion
- Student Health Center Renovation

# Housing

- Mixed-Use Housing/ Partnership
- 36 Undergraduate Housing
- Wallace Expansion
- South Hill ApartmentsNew Greek Houses
- Theophilus Tower
  Renovation
- 57 Hotel

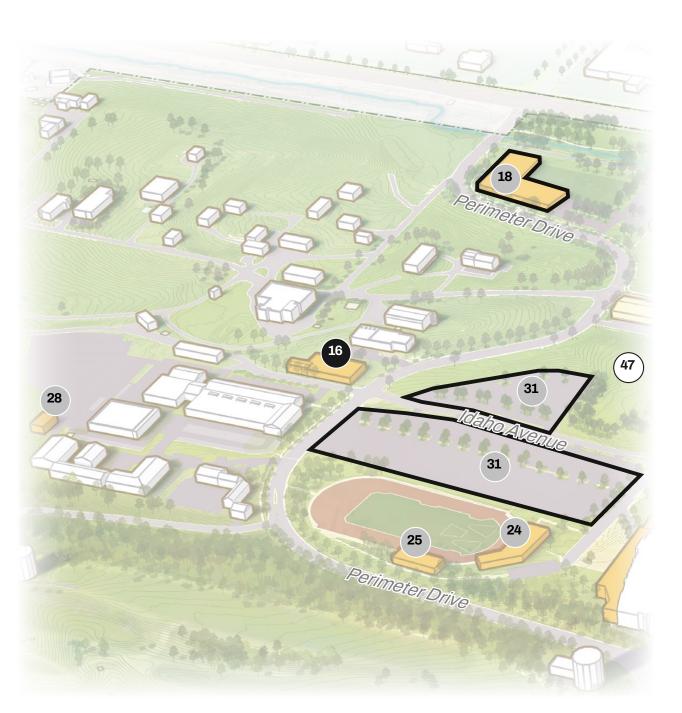
# Open Space & Mobility

- (40) Recreation Fields
- Rayburn Promenade
- 6th Street Pedestrian Mall Conversion
- Paradise Creek Pedestrian Improvements
- Hello Walk Expansion
- Rayburn & Perimeter Roundabout
- 46 Recreation Courts
- Passive Recreation
- New Campus Gateway





# **West Campus**



#### 16. Meat Science & Innovation Center & Vandal Brand Meats

This facility will provide state-of-the-art facilities for meat processing education and research. It was actively under construction at the time of the LRCDP, with completion anticipated in Fall 2025. The center will serve as a vital hub for training future meat industry professionals, advance food science innovation, and will enhance the operations of Vandal Brand Meats.

#### 18. Children's Center

A relocated and expanded Children's Center addresses a significant growing demand for quality childcare and hands-on early education opportunities. This project not only exemplifies U of I's commitment to providing comprehensive services to its students, faculty, staff, and the surrounding community, but also enhances the overall social infrastructure of the Palouse Region. The proposed 35,000 GSF facility will feature active play spaces for children, administrative offices, support facilities, and convenient parking and drop-off areas adjacent to Perimeter Drive and State Highway 8. Its strategic location offers easy access and serves as a welcoming gateway to the university by framing the West Farm agricultural research areas.

#### 24. Track & Field Center

The Track & Field Center will add a support facility and expanded spectator seating to enhance the student-athlete experience. The building will include a dedicated strength center and locker rooms for athletes, office for coaches, and much needed storage. These improvements will create a better environment for fans while enabling the university to host outdoor track meets more frequently throughout the season.

#### 25. Grandstand

The Grandstand will support the Track & Field area by providing permanent seating and amenities for spectators and be able to support national track meets and other events.

#### 28. Internet Exchange Point Facility

This regional facility strengthens the university's digital infrastructure, network capabilities, and serve as a critical hub for Internet traffic exchange, thereby improving connectivity speeds and network reliability across campus. While this exact location is not set in stone, the use will have limited vehicular and pedestrian traffic and require perimeter security and should be located on the periphery of campus.

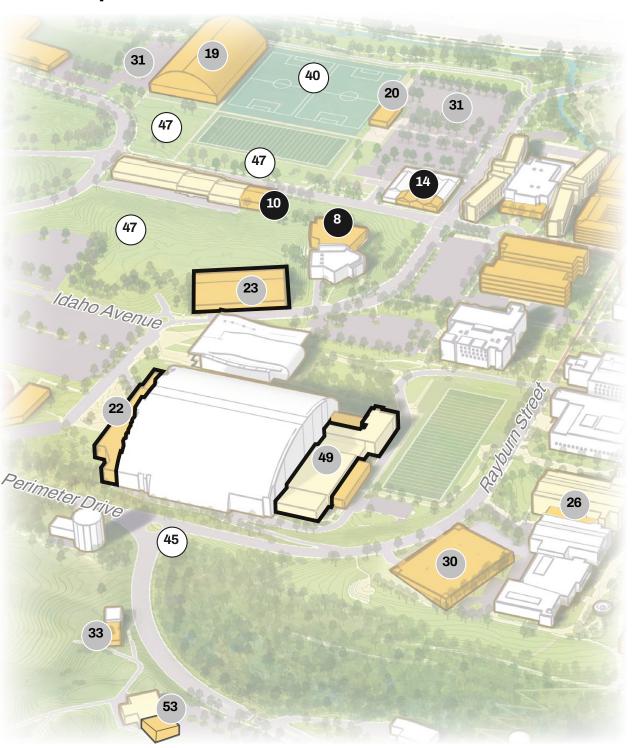
#### 31. Parking Lots 57 & 110 Improvements

The completion of the Kibbie Dome in 1975 led to the creation of parking, Lot 34, it then expanded with a gravel parking area, Lot 57, which again expanded northward in 2001 to form Lot 110. Despite these expansions, the parking areas still have an "ad hoc" feel, with portions unlit and others illuminated by surplus cobra head fixtures on temporary wood poles. Although improvements to Idaho Avenue have been welcomed, the parking lots remain open, barren, and unsuitable as a first impression for many communities and first-time visitors to the university during major events. The University of Idaho's long-term campus master plan includes the development of significant, fully landscaped parking facilities on the west side of the main campus.

#### 47.Passive Recreation

This space complements adjacent active recreation facilities by offering flexible, unprogrammed areas for informal activities. Unlike structured sports venues, these natural spaces provide essential opportunities for spontaneous recreation, like the Disc Golf Course, outdoor gatherings, creating a balanced environment that supports diverse ways for the campus community to stay active and maintain wellbeing.

# **West Campus - Athletics**



#### 8. Performing Arts Center at Hartung Expansion

The expansion will modernize the existing Hartung Theatre by updating lighting, sound systems, and additional spaces for set and costume construction, prop storage, and dressing rooms. Depending on the size, it could even create a larger capacity theatre. Ultimately, the project will continue to build and expand the 423-seat venue that opened in 1974

#### 10. College of Art & Architecture Art Studio

The University of Idaho's College of Art & Architecture would relocate out of the Legacy Crossing neighborhood and expand its studio spaces in the JW Martin Building. This move will provide similar warehouse type uses to co-locate, supporting innovative design and creative projects that are often space intensive and require specialized equipment.

#### 14. Greenhouse Expansion

The continued expansions to the greenhouse will enhance the university's capacity for plant science research and laboratory classes, providing state-of-the-art environments for growth and experimentation.

## 19. Multi-Purpose Indoor Recreation Facility

This facility provides additional indoor space to be shared between Athletics and Recreation users across campus. It will also be essential space for storing equipment, supplies, and materials needed for programming at Guy Wicks Field.

#### 20. Recreation Field House

The field house will establish a physical entrance for the adjacent turfed recreation fields. It will include restrooms, concession areas, storage and potentially general locker rooms. This satellite facility will ensure needs for visitors are met on-site rather than at the Student Recreation Center.

# 22. P1FCU Kibbie Dome West Concourse Addition & Improvements

The west addition project will significantly enhance the Dome's game day experience, allowing it to accommodate more spectators for big games and events. This expansion will not only connect the concourses but would provide additional concession and retail spaces, along with restrooms, and much needed storage and athlete spaces. An expansion of this size will create a vibrant and energetic atmosphere, which can be a major draw for prospective students and athletes. The improved facilities will provide athletes with better spaces for preparation and recovery, contributing to their overall performance and wellbeing.

#### 23. Vandal Tennis Center

U of I's existing Tennis Courts next to the Physical Education Building (PEB) are in poor condition and are in need of extensive upgrade. Upgrading and modernizing athletics facilities is pivotal in maintaining the university's competitive edge. The proposed relocation north of the Idaho Arena helps to further establish an athletics and events neighborhood on the west side of campus. The program would accommodate six courts, including seating stand, locker rooms and storage, along with an open-air covered roof enabling protection against the elements with additional flexibility for other uses and programming.

#### 30. Parking Deck

With the relocation of the tennis courts, surface parking and ultimately a new multilevel parking deck will offer convenient parking close to the campus core and athletic venues, improving accessibility for students, faculty, and visitors \( \text{\tens} \)

# 31. Surface Parking Lot

The expansion of Lot 62 offers additional parking spaces for adjacent recreational activities and housing, ensuring convenience and accessibility for on-campus residents.

#### 33. Golf Performance Center Expansion

This expansion provides additional hitting bays and accommodation for various equipment enabling men and women's golf teams to remain competitive in the Big Sky Conference, particularly during challenging winter weather.

#### 45. Rayburn & Perimeter Roundabout

A new roundabout at the confluence of Rayburn Street, Nez Perce Drive, and Perimeter Drive will significantly increase traffic and pedestrian safety. The wide roadways and steep hills encourage speeding, creating unsafe pedestrian and biking environments. This design would continue to allow traffic flow but in a safer manner and has the potential to serve as a distinctive landmark, contributing to the area's identity and aesthetic appeal.

#### 47. Passive Recreation

This space complements adjacent active recreation facilities by offering flexible, unprogrammed areas for informal activities. Unlike structured sports venues, these natural spaces provide essential opportunities for spontaneous recreation, outdoor gatherings, creating a balanced environment that supports diverse ways for the campus community to stay active and maintain wellbeing.

#### 49. Vandal Athletic Center Renovation & Expansion

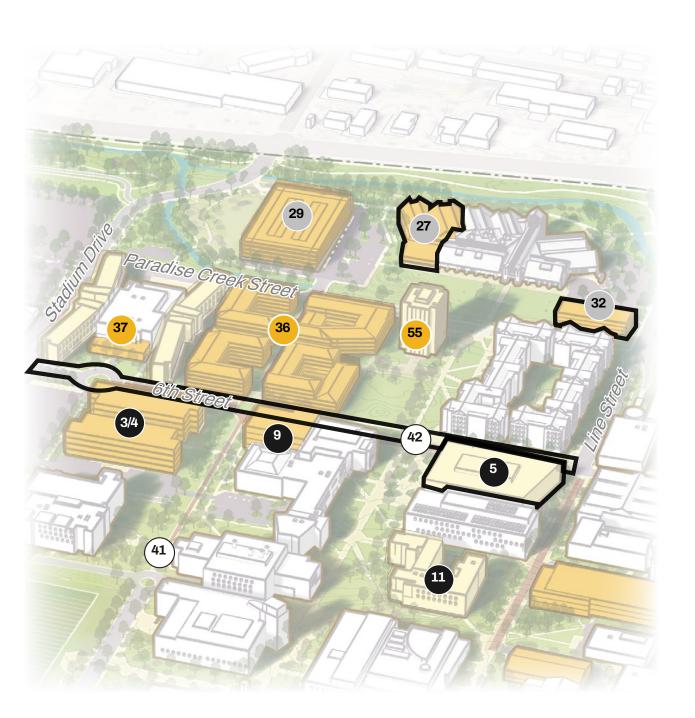
This space is the hub for all U of I student athletes and athletic staff. Renovating and expanding will provide more training and support spaces deserving of athletes in this modern century. It will enhance lounge and locker room areas, along with academic spaces and nutrition zones, all focused on the student-athlete wellbeing.

# 53. Golf Clubhouse Renovation and Expansion

These upgrades aim to create an event space overlooking the U of I's most pristine views on campus, along with modernizing the clubhouse. Expansion to the restaurant and dining spaces to accommodate large events allow for a unique year round, revenue generating opportunity. Existing topography in the area presents a challenge for expansion and requires additional study.



# **North Campus Core**



#### 3/4. General Academic/Admin & Research Building

A new multi-level general academic building will provide state-of-the-art classrooms and collaborative spaces for students and faculty. This modern facility will enhance the learning environment and support innovative teaching methods, making it a valuable addition to the campus as additional academic space needs arise.

#### 5. College of Natural Sciences Renovation & Expansion

U of I is known for having one of the best natural resources programs in the county and produces leaders in research and innovation. Many of these programs interface with the CNR building that is in critical need for upgrades and improvements to its learning environments in order to meet demands of the programs. Originally occupied in 1971, the proposed renovation and expansion will offer modernized collaborative spaces and address programmatic needs further emphasizing the campus core as a destination for interdisciplinary research. Featuring Mass Timber construction, this project will directly tie construction materials with educational subject matter.

# 9. Agriculture Science Building Expansion

Agricultural Science Biotechnology expansion was always envisioned for a second phase on the west side. The expansion will continue to provide state-of-the-art research labs and classroom space, enhancing its capacity to conduct vital agricultural research and support the state's farming community.

## 11. Brink & Phinney Halls Renovation

Renovations will modernize facilities and improve functionality that will include enhanced office spaces. The renovation aims to preserve the historical character of the building that contributes to the academic core of campus while providing contemporary amenities to better serve the university community.

#### 27. Student Recreation Center Expansion

The Student Recreation Center, a vital hub for campus life since its opening in 2001, attracts hundreds of visitors daily. Located just north of the campus core and adjacent to undergraduate student housing, it plays a crucial role in student health and wellbeing. As the university grows, so too does the recreational spaces.

This expansion will offer an additional two indoor courts and fitness space, along with classrooms, offices and storage.

#### 29. Parking Structur**e**

As additional undergraduate housing is introduced, the demand for parking will grow. Once alternative transportation methods hit their capacity, a new parking structure will accommodate expanded use of the nearby Recreation Center, student housing, and overall growth of the residential campus. It's vital that these large parking lots and garages be located on the edge of campus in order to protect the pedestrian-oriented campus core.

#### 32. Vandal Wellness Center

A new three-level 42,000 GSF building will be strategically located near student housing, particularly first and second-year students, and the Student Recreation Center to provide ease of access to services. Programs housed here will promote health and wellbeing through various programs, including Counseling and Mental Health (CMHC), Student Health Clinic, Vandal Wellness, Food Pantry, and amenities such as a classroom kitchen. Its strategic placement highlights a strong commitment to health and wellbeing on campus, presenting a transformative opportunity for enhanced student success outcomes.

## 36. Undergraduate Housing

Additional housing north of 6th Street, nestled in between the Wallace Residence Center and the Tower Lawn, aims to further develop the undergraduate housing neighborhood. Expanding housing and student-centered gathering spaces and activities, are a critical aspect to continue the U of I's mission to provide high-quality, affordable living spaces that support student academic and personal growth.

#### 37. Wallace Expansion & Renovation

The Wallace Residence Center will undergo a comprehensive renovation to modernize its facilities. This project includes updates to dormitory rooms, improved common areas, and upgraded utilities, ensuring a more comfortable and contemporary living environment. An expansion to the dining area will accommodate more students as the university grows.

#### 41. Rayburn Promenade

The transformation of Rayburn Street into a campus walk path will enhance connectivity and safety on campus. This project aims to create a more walkable campus environment, encouraging foot traffic and alternative modes of transportation within the campus core. The promenade will feature improved pathways, landscaping, lighting, seating and parklet areas, making it a safer and more attractive route for students and faculty.

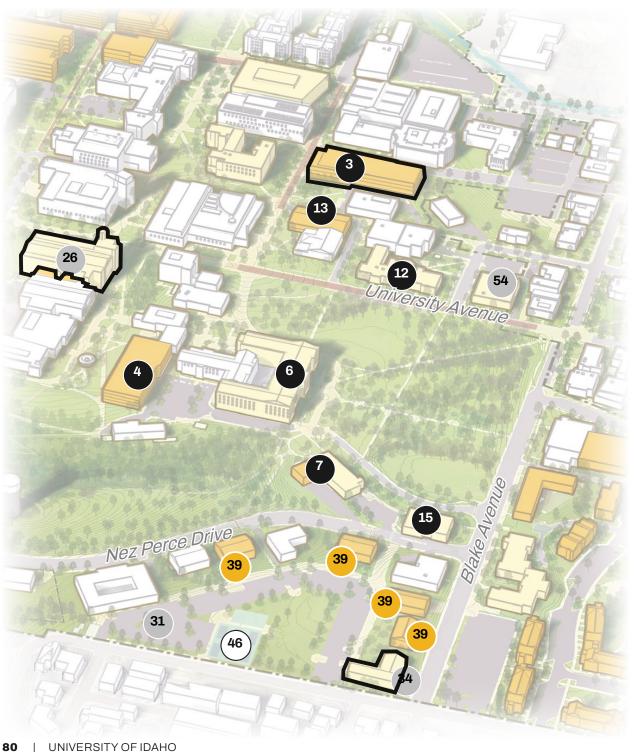
#### 42. 6th Street Pedestrian Mall Conversion

The new 6th Street pedestrian mall will transform a high-traffic road into a pedestrian and service vehicle-only corridor, spanning from Line Street to the Wallace entry plaza. This conversion will extend the Academic Mall, which embodies the campus's residential "living and learning" concept, by seamlessly connecting the campus core with the residential, recreation, and wellness neighborhoods. This transformation will significantly improve student safety, reducing the risk of accidents and creating a more secure and accessible environment.

#### 55. Theophilus Tower Renovation

This renovation will modernize and improve living conditions for students. Originally constructed in 1969, the Tower will see updates that include enhanced dormitory rooms, improved common areas, and upgraded utilities, ensuring a more comfortable and contemporary living environment.

# South Campus Core



## 3. Science and Engineering Research Complex

U of I's recent achievement of R1 Carnegie Classification status is an indication of continue growth in research. Importance of specialized spaces, and high-way research labs, are essential. The proposed location replaces several smaller, older buildings with a two to three level general research building at 200,000 GSF. It will strengthen the building presence on 7th and Line Streets and create a new outdoor space along the campus walkways.

#### 6. Administration Building Renovation & Preservation

The Administration Building is a historic landmark that has played a significant role in the university's development and the state's educational landscape. Originally constructed in 1907 after the previous building was destroyed by fire, the building has undergone several expansions and renovations. Continued renovations will help to preserve the building's historic character while modernizing functionality.

#### 7. Niccolls Expansion

An expansion of the Niccolls Building, which houses the School of Family and Consumer Sciences. This project will include updated classrooms, advanced labs, and collaborative spaces, providing students and faculty with state-of-the-art resources to support innovative learning and research.

#### 12. Life Sciences South Renovation & Adaptive Re-use

The renovations aim to modernize the facility while preserving its historic Tudor Gothic architecture. This project will enhance the building's functionality by relocating laboratories and classrooms to other locations on campus where modern technologies can be better provided and convert the space to administrative offices.

#### 13. Art & Architecture Expansion

An expansion will enhance facilities for the College of Art & Architecture and support innovative design education. This project will include updated studios, advanced technology labs, and collaborative spaces, providing students and faculty with state-of-the-art resources to foster creativity and interdisciplinary learning.

#### 15. Ridenbaugh Hall Renovation

This building contributes to the historic character on campus. Continued renovations are required to ensure its continued longevity for students and faculty.

#### 26. Memorial Gymnasium Renovation & Improvements

The Athletics Master Plan envisions a significant transformation of Memorial Gym into A dedicated volleyball center. The immediate focus is on upgrading and expanding the locker room facilities for the volleyball, tennis and swim & dive teams, ensuring the athletes have the necessary space and amenities adjacent to their spaces. Over time, the plan outlines further enhancements and expansions to Memorial Gym, which will be implemented in phases. These phased improvements will ensure that the facility continues to meet the evolving needs of the campus community while supporting the growth and success of the athletics programs.

## 31. Surface Parking Lot

The new surface lot will provide a more practical use to this open space for residents, commuters and visitors to the recreation courts.

#### 34. Joint Military Science & Veteran's Assistance Center

The renovation of the old Targhee Hall will combine and integrate the existing Reserve Officer Training Corps (ROTC) detachments of various branches of the U.S. Armed Forces which currently exist at U of I. Currently, many of the ROTC programs are scattered across campus. The co-location of these facilities will provide the opportunity, synergy, and greater visibility. Additionally, the new center better anchors the southeast entrance of campus.

#### 39. New Greek Houses

New Greek housing areas are reserved to accommodate the growing number of fraternity and sorority members. These areas encourage infill development within an established neighborhood and will continue to provide enhanced living spaces and amenities, fostering a vibrant and supportive community for students.

#### 46. Recreation Courts

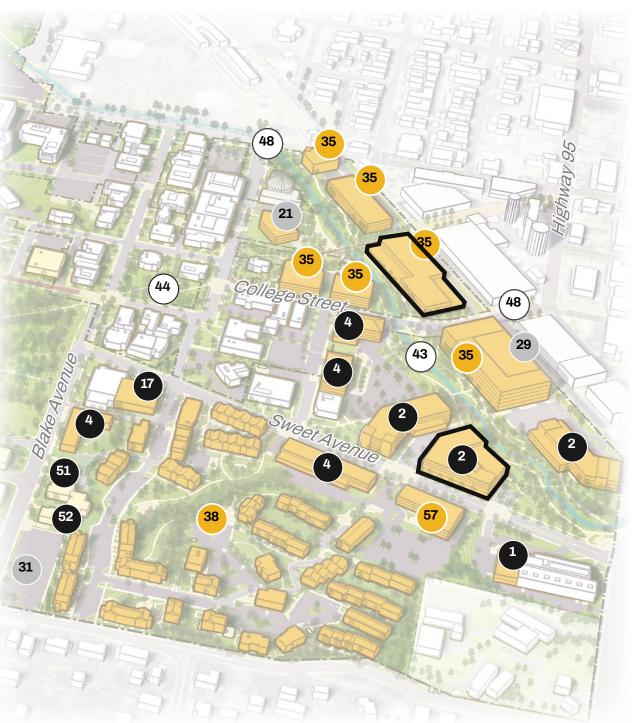
The courts will provide additional recreation opportunities on campus, adjacent to several sorority and fraternity houses, with ease of access to expanded parking.

#### 54. Student Health Center Renovation

The renovation will provide an opportunity to repurpose the facility for other administrative and office purposes with the creation of the New Vandal Wellness Center.

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# **Legacy Crossing Neighborhood**



#### 1. Huckabay Medical Education Building Expansion

This expansion will accommodate the growing needs of the growing Medical Education Program and enhance the building's capacity to support advanced medical training and research. The project includes the addition of new classrooms, laboratories, and collaborative spaces designed to foster innovation and interdisciplinary learning, providing students and faculty with state-of-the-art resources and opportunities for hands-on experience. This development is part of the university's broader commitment to improving healthcare education and addressing the healthcare needs of the region.

#### 2/4 . Academic Building

Modern infrastructure in the mixed-use Legacy Crossing Neighborhood will set the standard to enhance and expand green spaces creating an attractive environment for both academic and social activities. Expanding the medical education area provides opportunities for innovation and collaboration, drawing researchers, healthcare providers, and entrepreneurs to the region. The building location is across from the existing Huckabay Building and starts to define the area along the creek and connecting the campus with the edge of Downtown Moscow.

#### 17. Lionel Hampton School of Music Expansion

The expansion will modernize its facilities and education spaces. The nationally acclaimed Lionel Hampton Jazz Festival attracts visitors nationwide and is used as a recruitment tool – continue to expand and modernize will further help those efforts. The expansion will include a 40,000 square foot addition and updates to 35,000 square feet of existing space, creating a more efficient and welcoming environment for students, faculty and visitors.

#### 21. Welcome/Alumni Center

A new combined Welcome / Alumni Center will serve as a central hub for visitors and alumni near the Hello Walk expansion. This facility will provide a space for prospective students and their families, while also offering resources and gathering areas for alumni to reconnect and engage with the university community. The two-level center aims to be a starting point to walk on Hello Walk and tour the legacy areas of campus and connect into downtown.

# 29/35. Legacy Crossing Mixed Use Building

The Legacy Crossing Neighborhood, situated between campus and Downtown Moscow, presents a prime opportunity for development to physically bridge campus and downtown life. With the growing need for diverse housing options, the university plans to address both housing and academic needs by introducing mixed-use housing buildings. These buildings will combine residential units with office spaces, retail, and other amenities, fostering a vibrant community.

#### 38. South Hill Apartments

The new South Hill Apartments provide modern housing options for students and faculty and includes 251 single-student beds and 150 beds for married or parenting students. The units will feature updated amenities and a commons community center, enhancing the living experience in close proximity to campus. Continuation of rebuilding South Hill Terrace and South Hill Vista will occur so the entire family housing and graduate neighborhood are brought to modern standards.

#### 43. Paradise Creek Pedestrian Improvements

Pedestrian improvements around Paradise Creek will enhance safety and accessibility by expanding the pathway on both sides. One key project is the construction of a pedestrian bridge at the Hello Walk alignment, which will provide a crossing over the creek. These upgrades aim to encourage connectivity between campus, downtown, and within the Legacy Crossing Neighborhood area.

#### 44. Hello Walk Expansion

Hello Walk is a historic pathway. This expansion will extend the walk's length, creating more opportunities to enjoy the scenic route. The project aims to enhance connectivity between key areas of the campus, promoting a more walkable and cohesive environment.

#### 48. New Campus Gateway

Campus gateways exist in the main entrances to campus. As these areas continue to develop, additional campus gateways will be created to enhance the entrance and presence of accessing campus. This project aims to create a welcoming and visually appealing entry point, improving navigation for visitors and students while contributing to the campus's aesthetic and functional design.

#### 51/52 Mary E. Forney Hall Renovation

As contributing buildings to the historic area of campus, continued renovations will modernize these facilities and improve functionality to include enhanced office spaces and meeting rooms. The renovation aims to preserve the historical character of the building while providing contemporary amenities to better serve the university community.

#### 57. University Hotel

The proposed university hotel is envisioned as a flexible public private partnership space to provide visitors and alumni closer lodgings for campus visits.

**ATTACHMENT 2** 

# C3 Facilities

The LRCDP calls for a more resourceful, flexible, and interdisciplinary approach that provides opportunities for students and faculty to interact through strategic renovations, space migration, and new facilities.

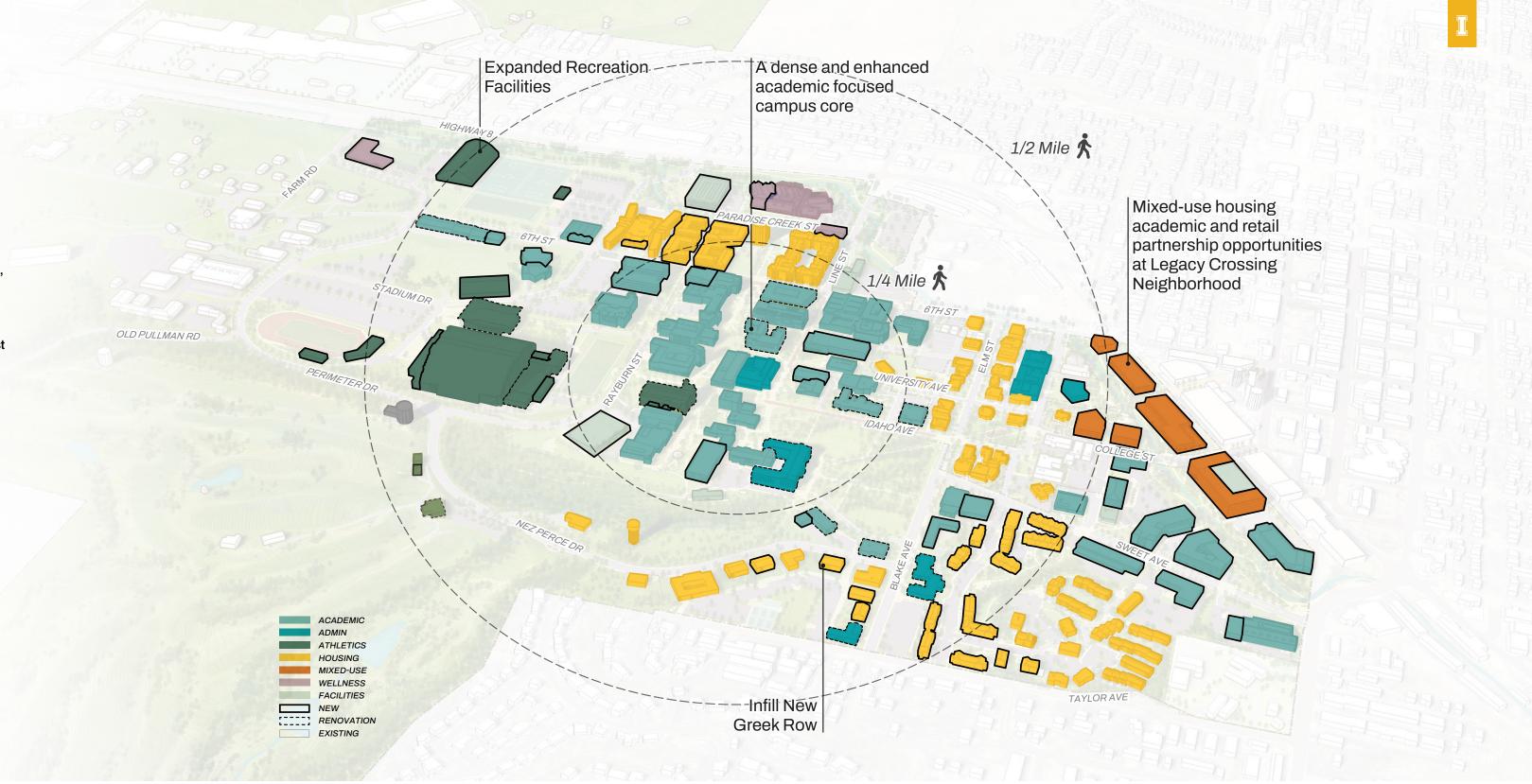
## **Prioritizing Campus Connectivity**

The compact design of the Campus Core ensures majority of academic programs are within a 10-minute walking distance, fostering a more connected academic environment.

Additionally, the LRCDP calls for new developments on the eastern side of the campus in Legacy Crossing, including plans for a new medical school and mixed-use development areas for academic and research purposes. Some buildings are designated as opportunity sites, addressing near-term issues while maintaining flexibility for future growth. These developments will further enrich the university's academic landscape and provide opportunities for future expansion.

#### **Pecommendations**

- Infill in the Campus Core and maintain a majority of academic programs within a 10-minute walk.
- Integrate student services adjacent to housing areas to enhance the oncampus experience.
- Enhance program adjacencies to promote interdisciplinary collaboration, learning, and research.
- Prioritize strategic renovations that optimize facility resources.
- Upgrade learning environments to adapt to evolving pedagogies and best practices.



# **Facilities Removal**

The facilities identified for removal are based on a holistic review of the space utilization findings, age and required maintenance needs, and infill opportunities.

ID	Description	Space Type	GSF
1	Human Resources	Academic	(6,172)
2	VandalStore	Mixed-use	(19,488)
3	Art & Architecture East	Academic	(8,832)
4	Early Childhood Learning Center	Administrative	(13,164)
5	Blake House	Academic	(13,396)
6	Mines Building	Academic	(33,186)
7	Native American/Migrant Education Center	Academic	(3,236)
8	Food Research Center	Academic	(16,797)
9	Virtual Design & Tech	Academic	(3,080)
10	Shoup Hall	Administrative	(22,896)
11	McConnell Hall	Residential	(24,232)
12	Graduate Art Studio	Academic	(14,297)
13	University Advancement Annex	Administrative	(4,125)
14	Environmental Health & Safety	Administrative	(2,325)
15	Agricultural Education	Academic	(3,560)
16	Engineering Annex	Academic	(3,738)
17	South Hill Apartments	Residential	(200,402)
Total			(392,926)



# **Facilities Renovations**

The facilities identified for renovations are based on a variety of factors including significance to the historic campus character, opportunities to change uses and/or modernize existing spaces, and fiscal responsibility of U of I resources.

ID	DESCRIPTION (RENO %)	TYPE	GSF
1	Forney Hall	Academic & Admin	36,082
2	Hays Hall	Academic & Admin	34,630
3	Targhee Hall	Administrative	13,471
4	Ridenbaugh Hall	Academic	31,288
5	Niccolls Building	Academic	30,140
6	Administration Building	Administrative	132,156
7	Student Health Center	Administrative	29,215
8	Life Sciences South	Academic	70,395
9	College of Natural Resources	Academic	93,928
10	Brink Hall	Administrative	49,340
11	Phinney Hall	Administrative	33,287
12	Memorial Gym (50%)	Athletic & Rec	46,780
13	Golf Clubhouse	Athletic & Rec	1,710
14	Vandal Athletic Center	Athletic & Rec	67,595
15	JW Martin Lab	Academic	28,114
16	Wallace Residence - Common (50%)	Residential	42,230
17	Theophilus Tower	Residential	93,605
Total			833,966



# **New Facilities**

The new facilities identified within the LRCDP focuses on future academic, housing, and support needs. The academic core continues to have opportunities for infill development reserved for new research and general education buildings. West campus development focuses on athletic, event, and recreation expansions to improve student and visitor experience. The Legacy Crossing Neighborhood has the most new facilities given the recent land acquisition and its current underutilization. This has great potential for a new mixed-housing neighborhood with medical research and education facilities.

ID	DESCRIPTION	TYPE	GSF
1	General Academic/Admin	Mixed-use	30,000
2	Mixed-Use/Partnership & Housing	Mixed-use	101,000
3	Mixed-Use/Partnership & Housing	Mixed-use	133,000
4	Mixed-Use/Partnership & Housing	Mixed-use	144,000
5	Medical Education	Academic	104,000
6	Welcome & Alumni Center	Administrative	24,000
7	Mixed-Use/Partnership & Housing	Mixed-use	73,000
8	Mixed-Use/Partnership & Housing	Mixed-use	47,000
9	General Academic/Admin	Academic	47,000
10	General Academic/Admin	Academic	47,000
11	Medical Education	Academic	141,000
12	Medical Education	Academic	108,000
13	Huckabay Building Expansion	Academic	14,000
14	Hotel	Mixed-use	47,000
15	General Academic/Admin	Mixed-use	54,000
16	General Academic/Admin	Academic	21,000
17	Joint ROTC	Residential	4,000
18	Greek Row Infill	Residential	5,000
19	Greek Row Infill	Residential	10,000
20	Greek Row Infill	Residential	10,000

D	DESCRIPTION	TYPE	GSF
21	Niccolls Expansion	Academic	5,000
22	General Academic	Academic	101,000
23	Memorial Gym Expansion	Athletic	12,000
24	Art & Architecture Expansion	Academic	20,000
25	Science & Engineering Building	Academic	75,000
26	Agriculture Science Expansion	Academic	20,000
27	Research Building	Academic	73,000
28	Research Building	Academic	73,000
29	Dining Expansion	Residential	12,000
30	Vandal Wellness Center	Wellness	25,000
31	Student Recreation Center Expansion	Wellness	50,000
32	Recreation Field House	Athletic & Rec	6,000
33	Greenhouse Expansion	Academic	5,000
34	Multi-Purpose Practice Facility	Athletic & Rec	81,000
35	Children's Center	Wellness	39,000
36	J.W. Martin Lab Expansion	Academic	7,000
37	Performing Arts Center Expansion	Academic	50,000
38	Vandal Tennis Center	Athletic & Rec	40,000
39	P1FCU Kibbie Dome Expansion	Athletic & Rec	7,000
40	P1FCU Kibbie Dome Expansion	Athletic & Rec	7,000
41	P1FCU Kibbie Dome Expansion	Athletic & Rec	76,000
12	Track & Field Center	Athletic & Rec	11,000
43	Track & Field Grandstand	Athletic & Rec	6,000
14	Golf Performance Center Expansion	Facility	3,000
<del>1</del> 5	Internet Exchange Point Facility	Facility	2,000
46	Expansion on Lionel Hampton School of Music	Academic	29,000
¥7	South Hill Apartments	Residential	248,000
48	New Student Housing	Residential	401,000
49	Parking Garage (SRC)	Facility	194,000
50	Parking Deck (PEB)	Facility	86,000
51	Parking Garage (Legacy Crossing)	Facility	123,000
Total			3,051,000

	HIGHWAY 8	PAG.			
OLD PULLMAN RD	36 67HST 37 STADIUMDR 38 39	33 28 48 59 M/J	67HST		
	PERIMETER DR	50 20 20 20		2 3 3 COLLIEGE'ST 9 4 51	
			AKE AVE	11) 11 12 15 III 12 III 15 III	
				LOR AVE	
	PROPOSED BUILDINGS ON-GOING PROJECTS				

# C4 Mobility, Transit, & Parking

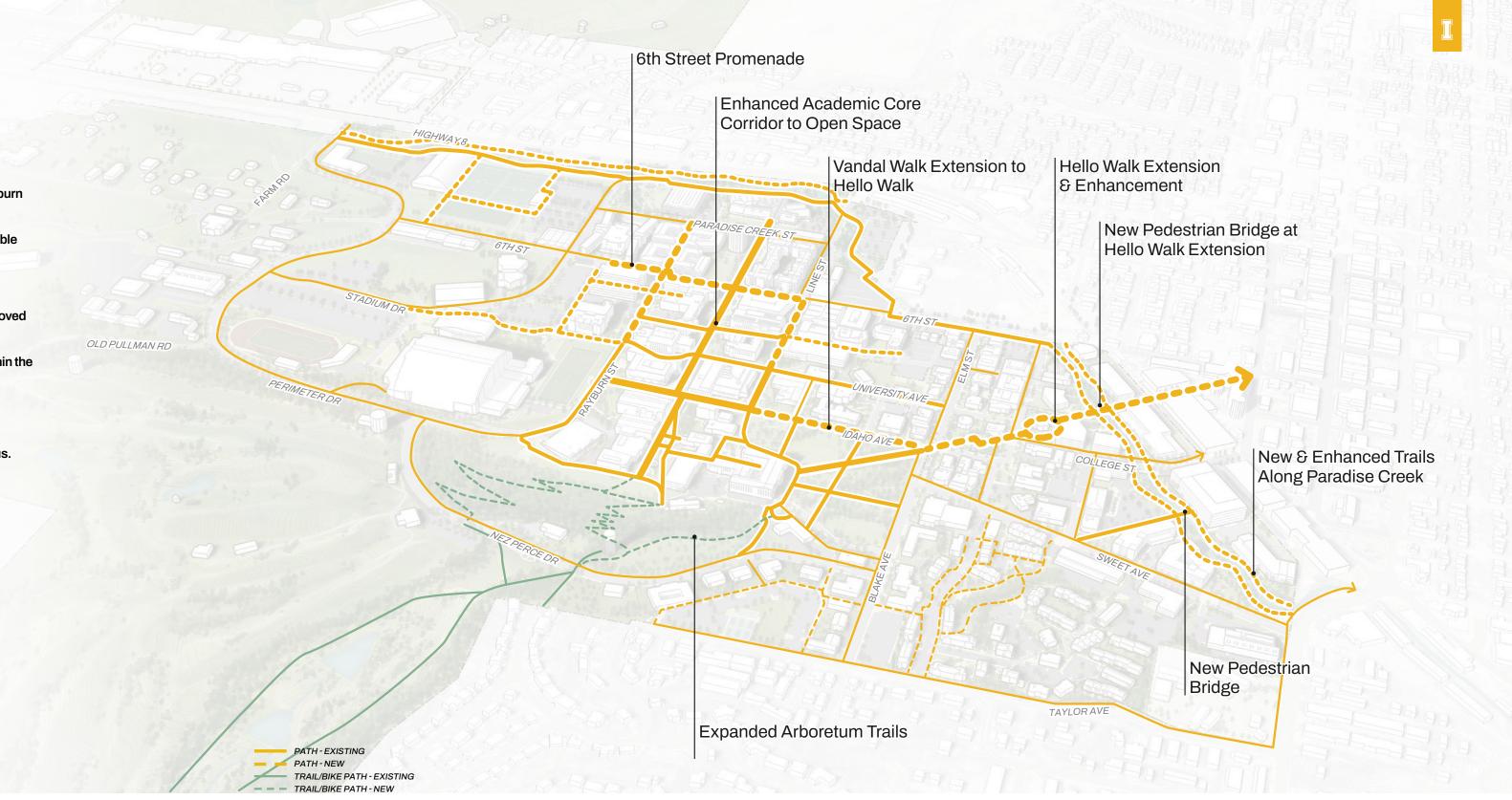
The LRCDP prioritizes the pedestrian experience while supporting multiple modes of transportation that move people effectively and safely.

#### Pedestrian Network

U of I's residential, pedestrian-priority campus has been well established over the decades. However, there are areas that are disconnected due to aging and missing pedestrian infrastructure. Many of the major roadways conflict with highly used pedestrian areas as well. Improving surfaces in existing walkways for ADA accessibility, and ensuring all new non-vehicle areas support a wide variety of movement styles (walking, micromobility, etc) as well as being inviting spaces to hang out.

#### **Recommendations**

- Expand the campus core pedestrian network by converting 6th Street and Rayburn Street to pedestrian and service only circulation.
- Improve and expand walkways within the campus core to provide safe, accessible routes and connections.
- Improve and expand trails along Paradise Creek.
- Connect the southern arboreta and Golf Course to the academic mall with improved trails.
- Connect campus to downtown Moscow through new accessible walkways within the Legacy Crossing Neighborhood area and the extension of Hello Walk.
- Locate and coordinate new pedestrian bridges within the Legacy Crossing Neighborhood.
- Improve and maintain sidewalks and accessible curb ramps throughout campus.



BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 17-18, 2025
ATTACHMENT 2

# **Parking the Perimeters**

The plan considers the impacts of parking within a residential, pedestrian-oriented campus, with a strategy to largely move parking to the edge of the campus while strategically maintaining some parking near the Campus Core for convenience. The plan also proposes adding cul-de-sac at 6th Street, Rayburn Street and Perimeter Drive to improve traffic flow and safety.

The LRCDP maintains and expands a compact, walkable campus core with minimal impact to vehicular and service traffic. To compensate for the removal of surface parking from sites with higher and better uses for the university's academic and housing needs, new parking garages are proposed for when all alternative transportation options have been pursued and demand exceeds supply.

The transportation systems of U of I and the City of Moscow should also be considered and integrated as mutually supportive systems that provide options and flexibility to traverse to-and-from campus.

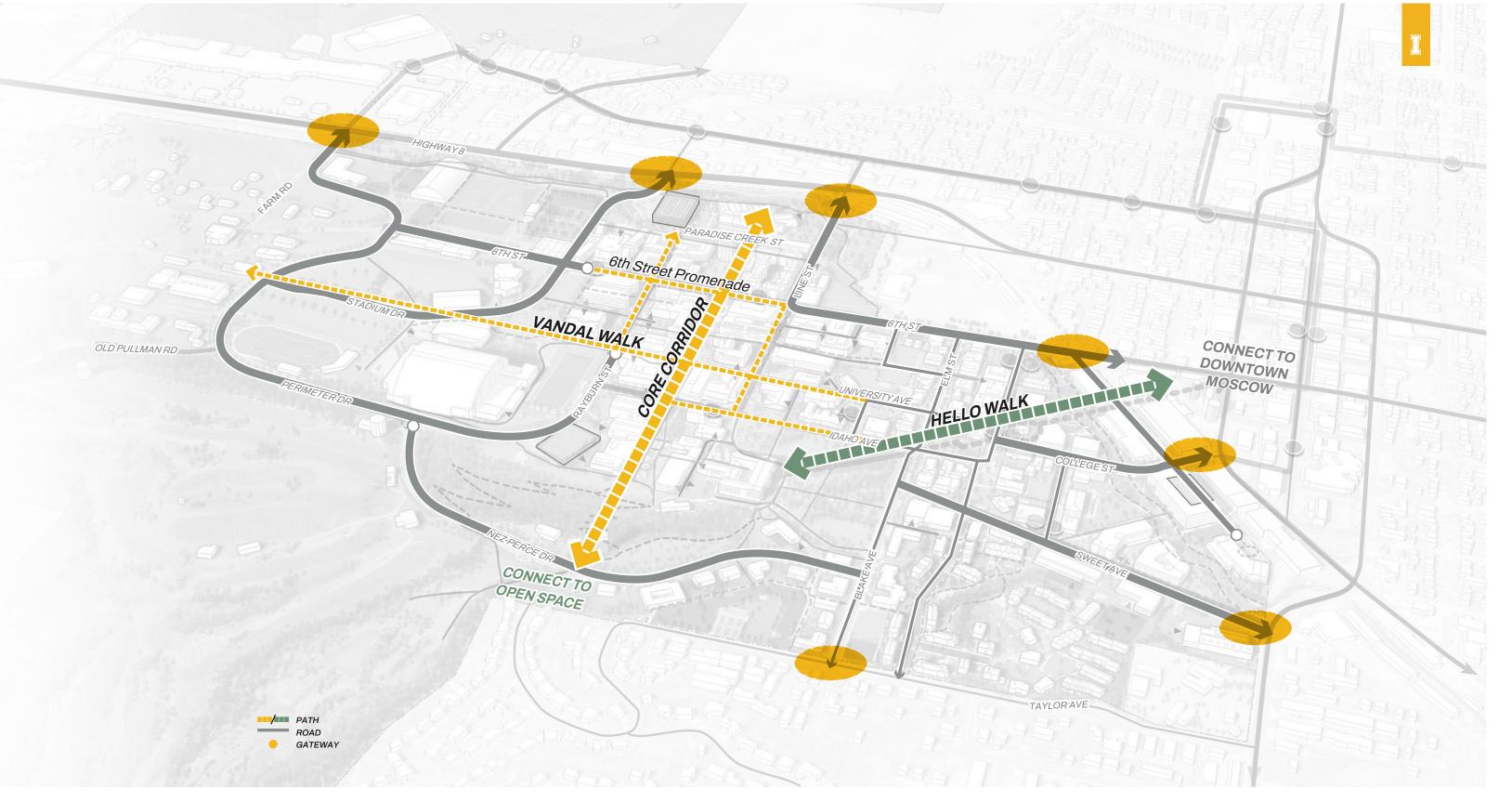
#### Recommendations

- Expand the campus walkway system along sections of 6th Street and Rayburn Avenue to enhance the pedestrian experience and limit through traffic across campus.
- Extend Hello Walk through Legacy Crossing to connect to downtown.
- Improve existing campus walkways (segments of Line St, University Ave, Idaho Ave, Pine St, 7th St) that exist as old roadway to a true pedestrian mall with enhanced concrete, pavers, street furnishings and the like.
- Connect the main Arboretum & Botanical Garden and Golf Course to the Academic Mall through the Shattuck Arboretum with a series of identified trails
- Ensure pedestrian pathways are prioritized as development occurs.
- Actively work with the Idaho Transportation Department and the City of Moscow to improve edge conditions and pedestrian crossings along 6th Street, Taylor Ave, Sweet Avenue, Highway 8, and Highway 95.
- Develop an intra-campus transit/shuttle system with stops at key locations in
- relationship to major land-use and peripheral parking areas.
- Develop a bicycle path network to encourage use of bicycles and pedestrian travel modes to and from campus.

#### **Parking Summary**

Total removed parking space: **1,521**Total added parking space: **2,059** 

Net change: + 538

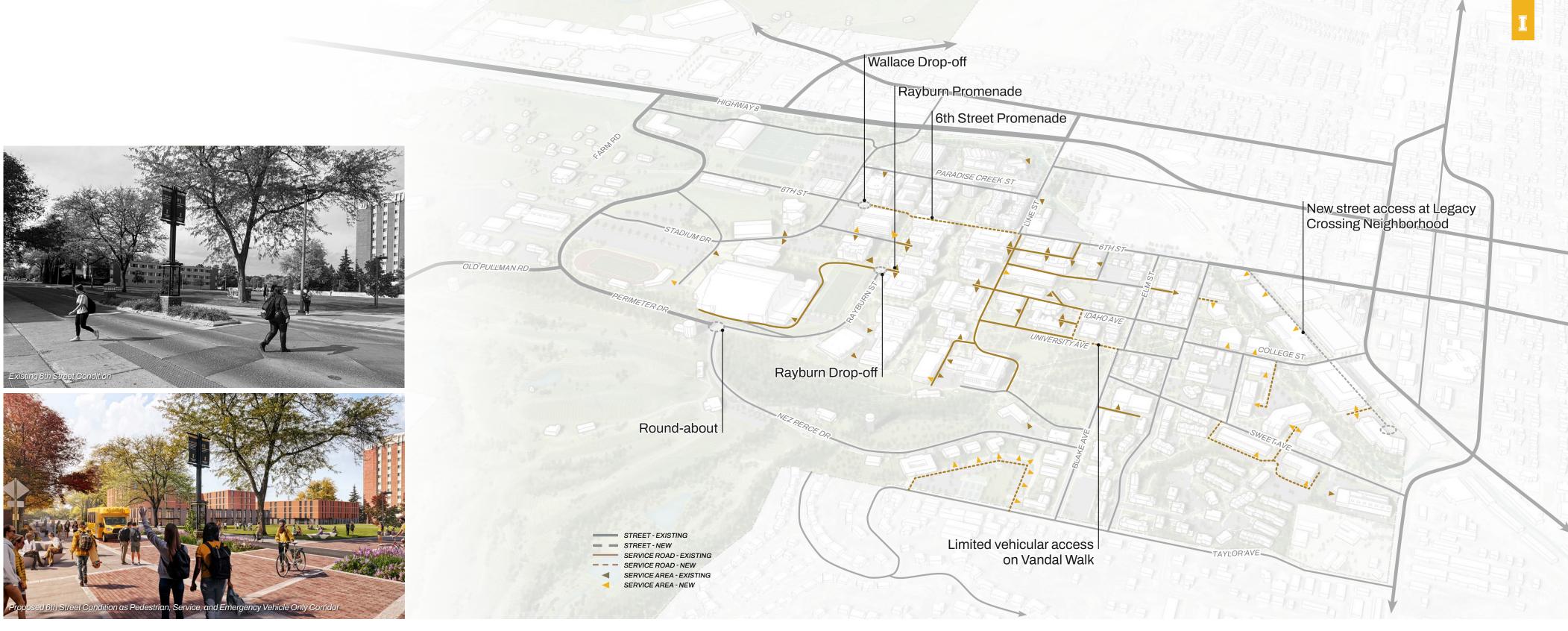


## **Vehicular & Service Network**

To Roads impacting safe pedestrian circulation in the core of campus become pedestrianized and only permit emergency and service vehicles. This helps reduce pedestrian and vehicular conflicts and protects the campus core from becoming car centric. Adjustments to the vehicular network would follow by introducing new drop off areas and consolidating service areas for buildings.

#### Recommendations

- Expand the campus walkway to segments of 6th Street and Rayburn.
- Introduce drop off areas at 6th Street at the Wallace Residence Center and Rayburn Street at the Library.
- Introduce round-about at Perimeter Drive, Nez Perce Drive, and Rayburn Street 3-way intersection.
- Limit vehicular access on Idaho and University Avenues to expand the walkable campus core.
- Consolidate service areas so as to limit service vehicles utilizing the campus walkway
- Create a new street in the Legacy Crossing Neighborhood to provide vehicular access for both U of I properties as well as adjacent property owners
- Introduce round-about at Perimeter Drive, Nez Perce Drive, and Rayburn Street 3-way intersection.



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# **BUSINESS AFFAIRS AND HUMAN RESOURCES**

## Transit/Shuttle

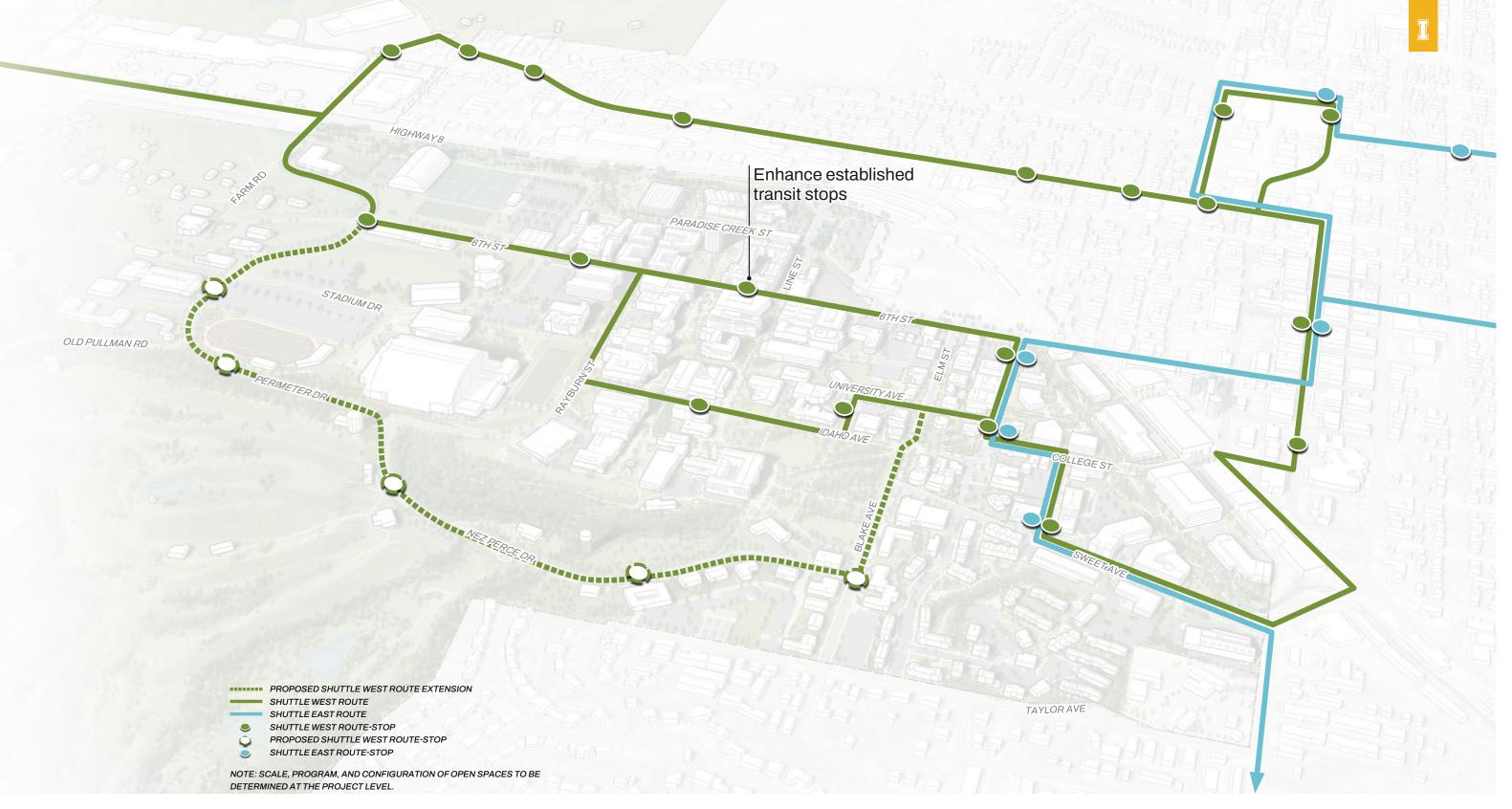
The primary problem with inter-campus transit is the infrequency of service. The university should work with SMART Transit to secure adequate headways - ideally no more than 20 minutes. The university supports the city's Complete Streets policies, as expressed in the 2022 Complete Streets Ordinance.

#### Recommendations

- Continue to collaborate with SMART Transit and improve current route-stop infrastructure and increase frequency of service.
- Identify new shuttle route extension for the West Side Loop to provide additional access at the campus core.
- Coordinate new route-stop locations with the conversion of streets to promenades, like 6th Street and Rayburn Street.
- Create a new route along Perimeter Drive and Nez Perce Drive to provide increased access to program.







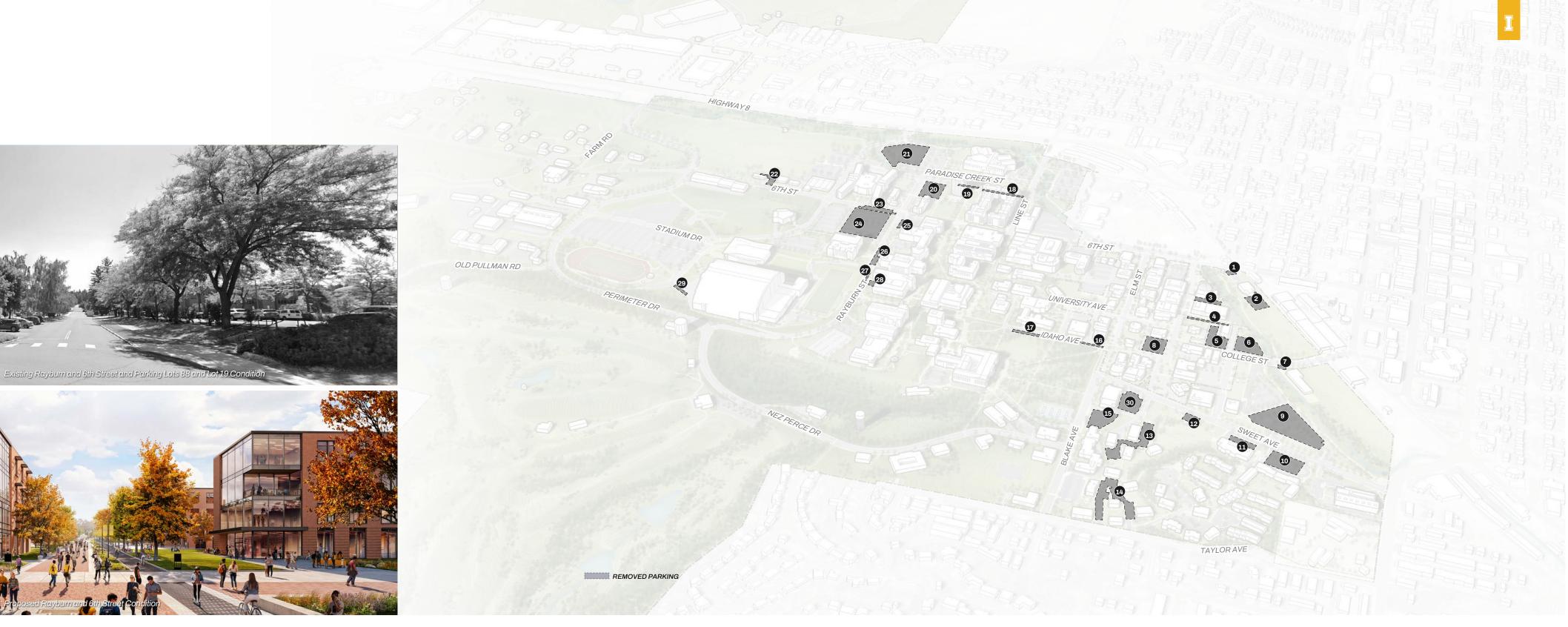
98 | UNIVERSITY OF IDAHO (95% DRAFT) LONG-RANGE CAMPUS DEVELOPMENT PLAN | 99

# **Parking Removals**

In an effort to expand the pedestrian realm within the campus core, parking removals are focused within areas of current and future heavy pedestrian activity such as the Legacy Crossing Neighborhood. Parking removals in the South Hill Neighborhood will be improved with the current construction of the area.

ID	LOTS	PERMIT TYPE	SPACES
1	Lot 49	Red	(30)
2	Lot 50	Red	(46)
3	Lot 29	P2P	(34)
4	Lot 100	Gold	(14)
		Managed	(4)
5	Lot 6	Orange	(14)
5	Lot 6P	Purple	(46)
6	Lot 2	Purple	(53)
7	Lot 61	Managed	(6)
8	Lot 36	Purple	(58)
9	Lot 60	Blue	(186)
10	Lot 111C	Green	(70)
		Managed	(7)
11	Lot 58	Red	(36)
12	Lot 112	Red	(10)
13	Lot 111A	Green	(45)
14	Lot 111A	Green	(53)
15	Lot 46	Orange	(56)

ID	LOTS	PERMIT TYPE	SPACES
16	Lot 97	Gold	(6)
17	Lot 53	Managed	(16)
18	Lot 90	Managed	(4)
19	Lot 90	P2P	(11)
20	Lot 5	Silver	(75)
21	Lot 25	Silver	(244)
22	Lot 8	Red	(17)
23	Lot 88	P2P	(10)
23	Lot 88	Orange	(12)
24	Lot 19	Gold	(133)
24	Lot 56	Gold	(135)
25	Lot 68	P2P	(11)
26	Lot 92	Gold	(6)
		Managed	(2)
27	Lot 69	P2P	(4)
28	Lot 32	Managed	(4)
29	Lot 51	Managed	(10)
30	Lot 41	Closed	(53)
	Total		(1 521)



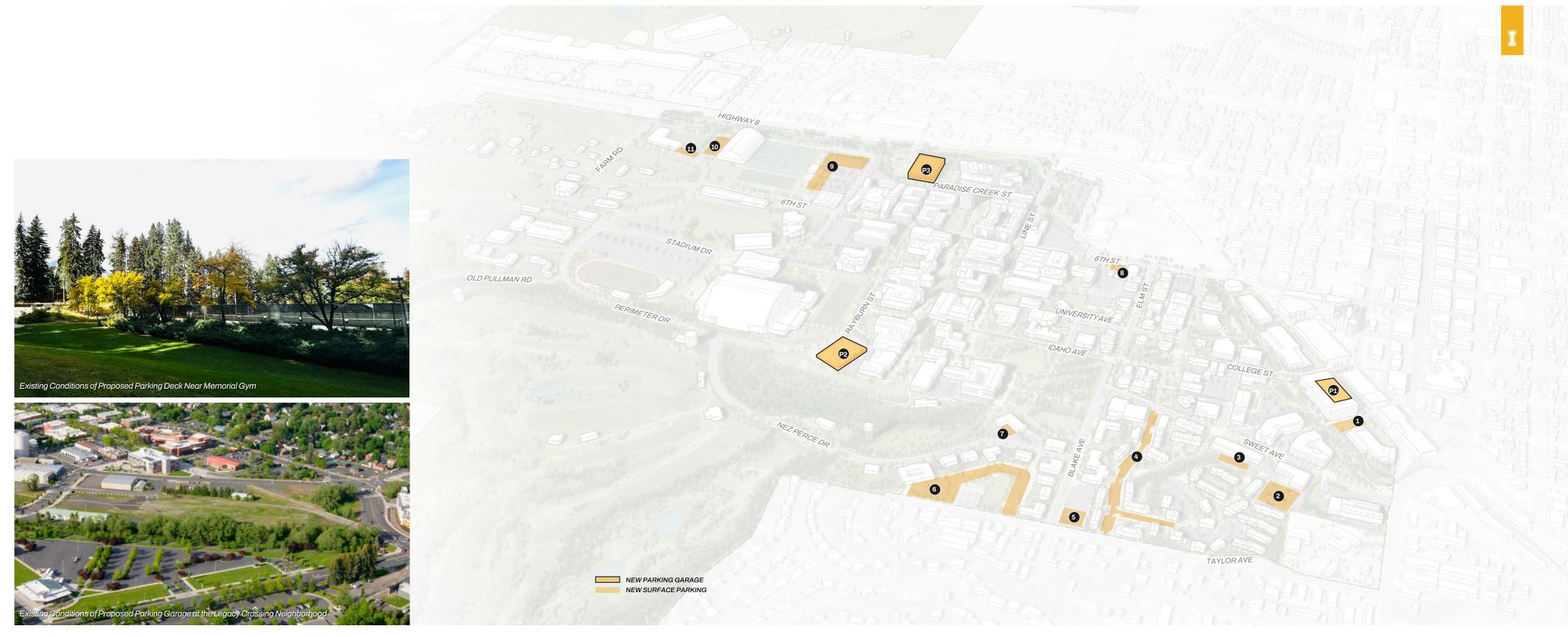
100 | UNIVERSITY OF IDAHO (95% DRAFT) LONG-RANGE CAMPUS DEVELOPMENT PLAN | **101** 

# **Parking Additions**

In keeping with the university's longstanding planning policy, parking garages are to be located on the campus periphery to preserve the pedestrian character of the campus core. This essentially captures the cars on the edge and allows a true pedestrian experience when traveling to one's final destination. The result will be a net increase of over 700 spaces, which will ensure continued adequate parking supply.

Strategic placement of the proposed parking garages near Memorial Gym, the Student Recreation Center, and in the Legacy Crossing neighborhood will help minimize vehicles entering the campus core. Relatively few surface parking lots mark the campus interior, but additions near Guy Wicks Field and New Greek Row can accommodate commuters, residential life, and daily users to campus

ID	DESCRIPTION	LEVELS	SPACES
P1	Parking Garage	4	270
P2	Parking Deck	2	240
P3	Parking Garage	4	510
1	Surface Parking		40
2	Surface Parking		120
3	Surface Parking		40
4	Surface Parking		160
5	Surface Parking		40
6	Surface Parking		210
7	Surface Parking		10
8	Surface Parking		60
9	Surface Parking		200
10	Surface Parking		80
11	Surface Parking		70
Total			2,060



# C5 Open Space

The open space framework also provides social, psychological, educational, and aesthetic benefits that unites the overall campus experience, creating an environment that enriches the experience of residents and visitors alike.

## **A Unique Community Amenity**

The plan aims to preserve cherished areas while expanding the green space network to serve as a main connector, enhancing the campus's cohesion and accessibility through its beautiful open spaces.

This plan promotes additional opportunities for outdoor learning and recreation, particularly in underutilized and undeveloped areas such as Legacy Crossing and Guy Wicks Field. A cohesive plan for phased development will ensure that future students, faculty and staff will enjoy the same high-quality campus spaces for many generations.

The vision recognizes the importance of enhancing campus life spaces, particularly in the southern half of the campus. By creating vibrant and inclusive gathering spaces, the plan aims to enrich the overall campus experience for students, faculty, staff, and visitors.

#### **Recommendations**

- Maintain and preserve the aesthetic character of the overall campus and legacy spaces such as Administration Lawn and the Arboreta.
- Expand the open space framework with a variety of open space scales and typologies to serve as an accessible campus connector.
- Enhance existing open spaces with seating and programming opportunities.
- Enhance riparian and natural habitat, particularly along Paradise Creek, as part of Legacy Crossing Neighborhood redevelopment.
- Maintain U of I's Tree Campus USA and Bee Campus USA Certifications through preservation of existing spaces and expansion of native landscape typologies.
- Reduce Water usage through the use of native and regionally adaptive plantings.



# **C6 Infrastructure & Energy Transition**

U of I is dedicated to incorporating sustainability into its campus development strategies. The LRCDP outlines recommendations for integrating sustainable practices throughout planning, construction, renovation, landscaping, and resilience efforts.

## Infrastructure

The LRCDP advocates for a collaborative partnership with the Office of Sustainability aimed at guiding physical development across campus projects that reflects U of I's commitment to a greener future and environmental stewardship, including:

- Prioritizing renovation over demolition to preserve resources while responsibly managing demolition waste.
- Choosing sustainable materials for construction to minimize environmental impact.
- Cultivating native plant species in landscaping to support local biodiversity.
- Implementing stormwater management best practices to protect water quality.
- Reducing impervious surfaces to enhance groundwater recharge.
- Encourage green transportation methods.
- Adopting renewable energy sources to reduce carbon footprint.
- Initiating green roof projects to improve insulation and reduce urban heat effects.

# **Energy Transition**

Prioritizing sustainability in design and construction is crucial for U of I to establish itself as a university deeply connected to the outdoors. Students and donors nationwide appreciate efforts aimed at mitigating the adverse effects of development during construction. Opportunities abound in every project phase, spanning from architectural planning and construction to climate analysis, energy modeling, and site stormwater management. Incorporating landscape best practices and actively reducing carbon emissions, U of I can address the evolving global climate while minimizing local impacts. Sustainable design not only benefits the environment but also provides valuable educational experiences for students across diverse disciplines, including engineering, science, and education.

U of I relies on a mixture of fossil fuels and renewable resources, as well as a mixture of local generation and utility-sourced energy, for both thermal and electrical energy. The Moscow campus is heated using steam produced through the combustion of biomass (90%) and natural gas (10%). Cooling is provided primarily through chilled water produced using electric and absorption chillers. While 13% of the campus' electricity comes from three steam-powered turbines, over 85% of our electricity comes from the external grid and our regional utility provider, Avista. A transition to renewable, less carbon-intensive energy will be necessary in the next 30 years to ensure the resiliency of our energy infrastructure, the availability of energy inputs, a reduction in the total cost of ownership, and the efficiency of our system. The transition will take place over a period of time as current infrastructure must be maintained to the extent necessary to continue the provision of energy to the campus, while prioritizing opportunities to invest in future technologies to maximize capital investment. The energy transition should focus on electrification, self-generation, and renewables (geothermal, nuclear, waste heat, solar, etc.) While looking for efficiency and resiliency in distribution.

# C7 Focus Area Phasing

Several Focus Areas within the Main Campus, each characterized by its unique attributes and potential for transformation.

These Focus Areas serve as key zones for reimagining and integrating buildings, landscapes, open spaces, and mobility improvements to enhance the overall campus environment.

# **Guy Wicks Field**

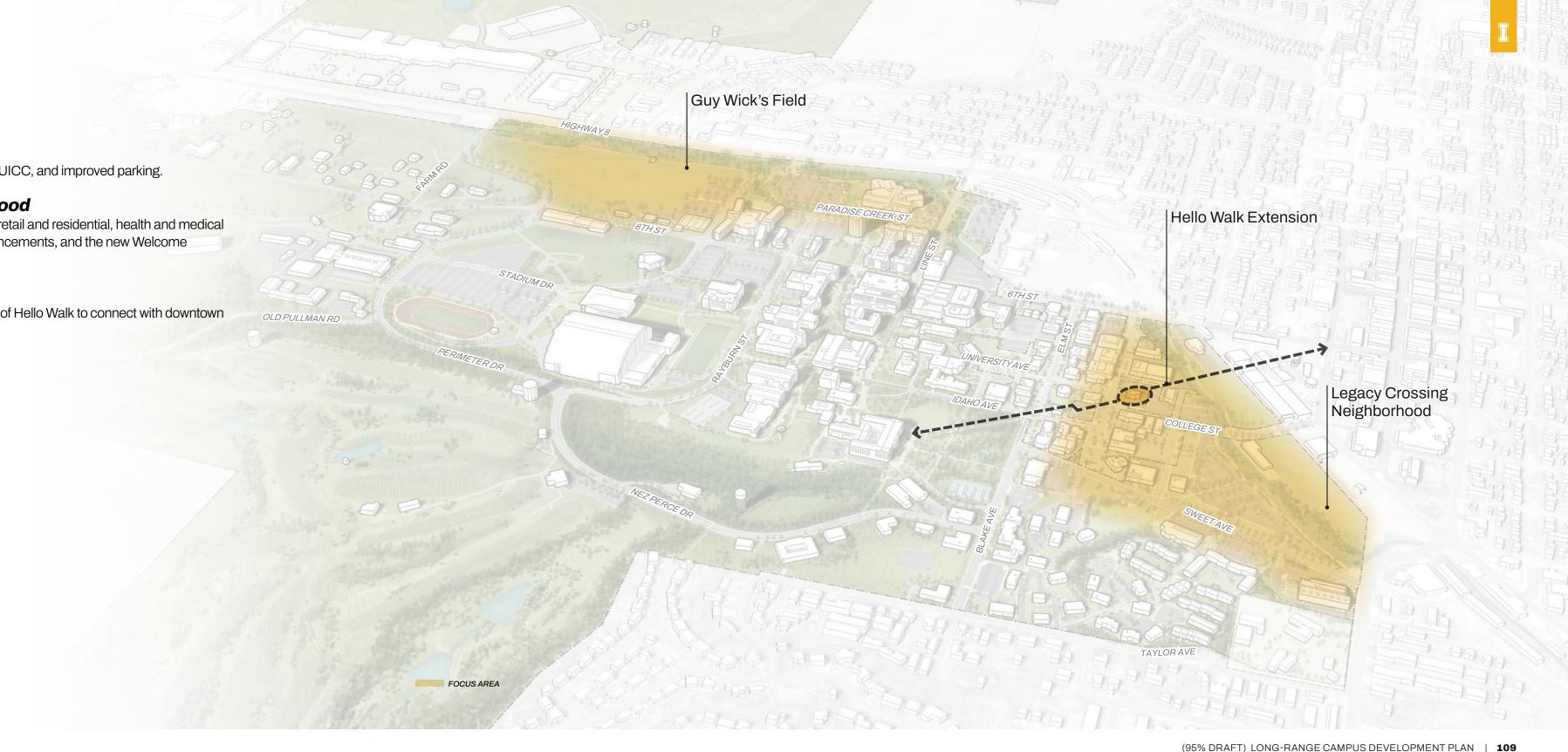
Home to a new recreation improvements, UICC, and improved parking.

# Legacy Crossing Neighborhood

East development focused on mixed-use retail and residential, health and medical education buildings, Paradise Creek enhancements, and the new Welcome

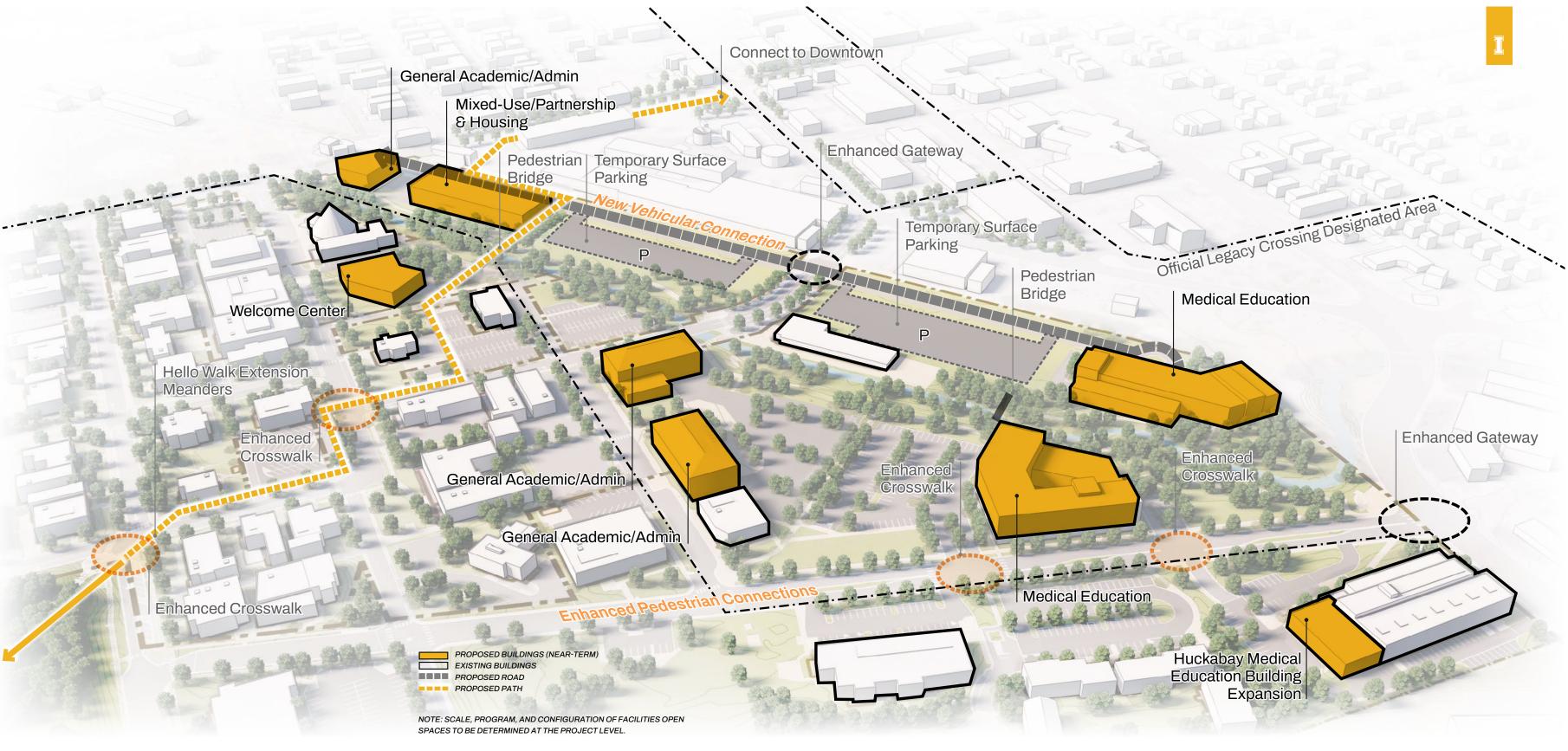
#### **Hello Walk Extension**

Bringing Olmsted's vision of the extension of Hello Walk to connect with downtown Moscow.



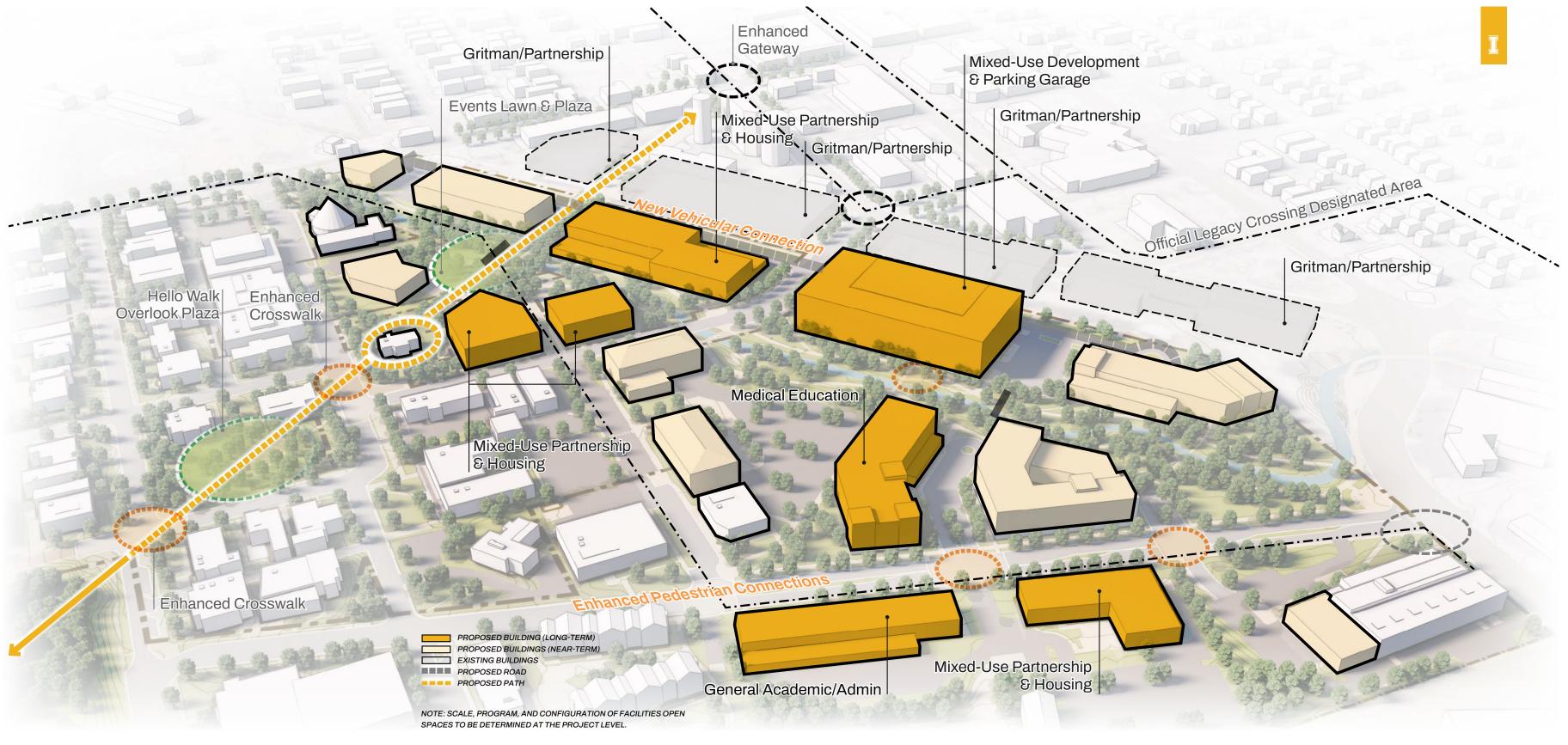
# Legacy Crossing Neighborhood Near-Term Projects

In the short-term phase, key projects include the establishment of a Welcome Center, the construction of the first medical center building, and the Huckabay expansion. The Welcome Center will improve the visitor experience by providing essential information and resources. The first medical center building will enhance medical education and foster healthcare partnerships. The Huckabay expansion will support academic programs and research initiatives. These developments will create a dynamic campus atmosphere, benefiting the university community and strengthening broader connections.



# Legacy Crossing Neighborhood Long-Term Projects

Legacy Crossing Neighborhood presents a long-term vision of transforming parking lots at the eastern campus edge into a vibrant gateway and medical education sciences hub. This project aims to connect the campus to Downtown Moscow in a meaningful way, leveraging partnerships with private developers. The vision includes more mixed-use development, integrating residential, commercial, and academic spaces to create a lively and cohesive community. A new parking structure with around 600 spaces will accommodate the increased demand and improve accessibility. Additionally, expanded medical education and partnership facilities will enhance the university's capacity for cutting-edge research and collaboration, fostering innovation and growth. These developments will not only enrich the academic landscape but also provide opportunities for future expansion and community engagement.



# **Legacy Crossing Neighborhood**Development Guidelines

# Legacy Crossing is a unique development opportunity for the University of Idaho that will promote connectivity to and from the city of Moscow Downtown Core.

Legacy Crossing's unique placement between Highway 95, East Campus, 6th Street, Sweet Avenue, and bifurcated by College Avenue and Paradise Creek, creates the opportunity for two distinct development typologies, one being highly auto oriented and the other as a more passive regional recreation pathway adjacent to the local waterways. With the Hello Walk extension providing a direct pedestrian link between U of I's campus and Downtown Moscow, Legacy Crossing is envisioned as a new student housing village with mixeduse development along Paradise Creek and home of the new Center of Research, Healing & Medical Innovation neighborhood, transforming an area of surface parking lots and vacated railway into one of the most active and vibrant areas of campus.

#### **Paradise Creek**

Paradise Creek is a critical asset for the city of Moscow, U of I, and ecological community, serving as a vital water source that integrates with the local ecosystem. The creek offers recreational trails that connect the northern and eastern parts of the campus, enhancing the area's accessibility and natural beauty. However, the creek faces several issues, including the need for restoration, updated trails, improved lighting and accessibility, and increased activation. Ensuring Paradise Creek's health and vitality through development is essential for the Legacy Crossing Neighborhood's overall success. Addressing these issues will help maintain the creek as a valuable resource for both the environment and the community.

# Open Space & Streetscape Guidelines

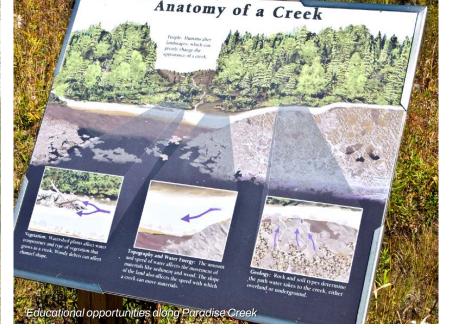
- Sidewalks should be a minimum of 6'-0" feet wide, with 8'-0" to 10'-0" foot wide sidewalks along mixed-use street frontages. Class II trees to be used for shade and identity.
- All building materials and street furnishings, should be cohesive To create a sense of identity within Legacy Crossing Neighborhood while adhering to campus standards.
- Lighting should prioritize safety, follow Dark Sky standards, and establish a unified pedestrian realm.
- Green spaces should offer a variety of open space typologies to accommodate different needs, including large and small social gatherings, quiet reflection areas, educational outdoor learning spaces, and passive recreation opportunities.

#### **Paradise Creek Guidelines**

- Development along Paradise Creek should be guided by principles of environmental stewardship, ecological restoration, and community engagement while maintaining a balance between accessibility, safety, and natural integrity.
- Stormwater should be managed with natural solutions that enhance filtration, reduce runoff, and protect water quality throughout all phases of development. To safeguard the creek from pollution, runoff protections must be implemented during and after development to ensure a resilient and healthy resource.
- New development must consider existing flood plains. However, improvements to the creek through restoration, access, and other enhancements may impact the flood zone. Therefore, it's important to coordinate the timing of open space improvements with new development to ensure that both the creek's health and flood management are effectively addressed.
- Thoughtfully designed public spaces should activate the creek's many pathways to provide opportunities for education, recreation, and community connection while preserving the natural character of Paradise Creek.
- Paradise Path walkways and trails should maintain a 10-foot minimum width and provide perpendicular connections to building entires and street sidewalks.
- To ensure user safety, pedestrian scaled lighting should be provided per campus standards and any fencing along the path should be no taller than 4 feet with 50% opacity. Any additional screening should be achieved through landscape materials or changes in elevation.











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# General Building & Mixed-Use Guidelines

- All general and mixed-use buildings should be positioned along sidewalk to face the street to engage both the main frontage streets and the Paradise Creek and thoughtfully designed to strengthen pedestrian flow between street frontages and creekside circulation.
- Buildings must be at least 3 stories and no more than 5 stories in height. 78'-0" max height.
- Mixed-use facades should incorporate modulation, such as balconies and setbacks, and a mixture of glass and other building materials to create visual interest and encourage activation.
- Along frontage streets, development should cultivate a vibrant, pedestrian friendly atmosphere with transparent ground-floor spaces designed for active uses, including education, residential, retail, and community spaces to activate the public realm. Auto-oriented and industrial uses are not permitted.
- Upper levels should accommodate academic and/or office uses
- Building corners may be chamfered or notched to create inviting and visible entrances.
- Creek facing sides should embrace the natural setting by incorporating ample transparency and a variety of open space typologies to enhance visual and physical connections to the natural environment.
- Development design should integrate best practices and respond to the existing grading conditions and floodplains, maintaining the integrity of Paradise Creek.

# **Parking Guidelines**

- Surface parking to be easily accessible via collector roads and located as to not interfere with flow of pedestrian circulation as much as possible.
- All surface lot to building/garage structure development to be fully coordinated with PTS.







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# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025

# Guy Wicks Field Near-Term

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The near-term phase suggests the removal and relocation of programs in the Engineering Annex, Ag Extension Education, and Safety Office. While the development shown here is not critical to the removal of these buildings, it aligns with the spirit of optimizing facilities space. A key near-term need is the establishment of the U of I Childcare Center, approximately 42,000 GSF, complete with a play area and parking lot off Perimeter Drive. Additionally, this phase includes the development of Guy Wicks Field, featuring multi-purpose turf fields that are lit to encourage year-round use. There will also be a modest expansion of Lot 62 to accommodate additional residential units near Wallace.

The greenhouse expansion will support academic programs and research initiatives, offering students hands-on learning experiences and promoting sustainability.

Overall, these developments will create a new gateway to the campus, leveraging ease of access on the perimeter and enhancing the campus experience for students, faculty, and visitors.

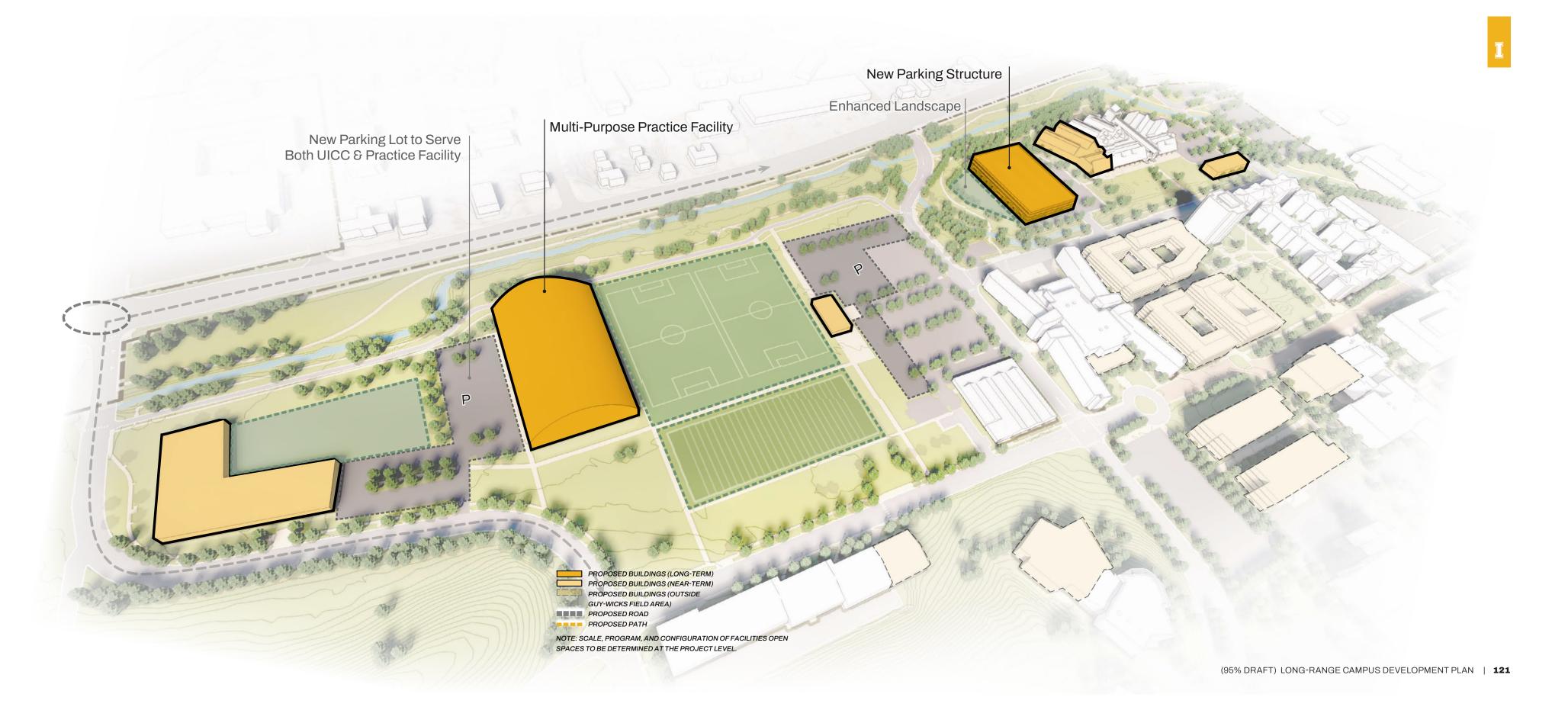


# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025

# **Guy Wicks Field Long-Term**

In the long-term phase, the LRCDP identifies several key additions to enhance the campus experience and support student health and wellness. These include a new multi-purpose practice field at Guy Wicks and additional parking to accommodate growth. These developments will provide more opportunities for community engagement and foster a vibrant campus environment.

The additional parking will ensure that the campus can accommodate increased traffic, making it easier for students, faculty, and visitors to access campus facilities. The new multi-purpose practice field will encourage year-round physical activity and recreation, contributing to student health and wellness. Together, these additions will create a dynamic and engaging campus atmosphere, enhancing the overall quality of life for the university community and strengthening connections with the broader community.



#### Hello Walk Near-Term

Hello Walk as a concept utilizes a combination of temporary and fixed wayfinding strategies to begin setting the stage for the Long-Term Vision of Hello Walk. The Hello Walk extension meanders around existing facilities and non-U of I parcels to encourage safe and accessible connections to Downtown Moscow in the near term.

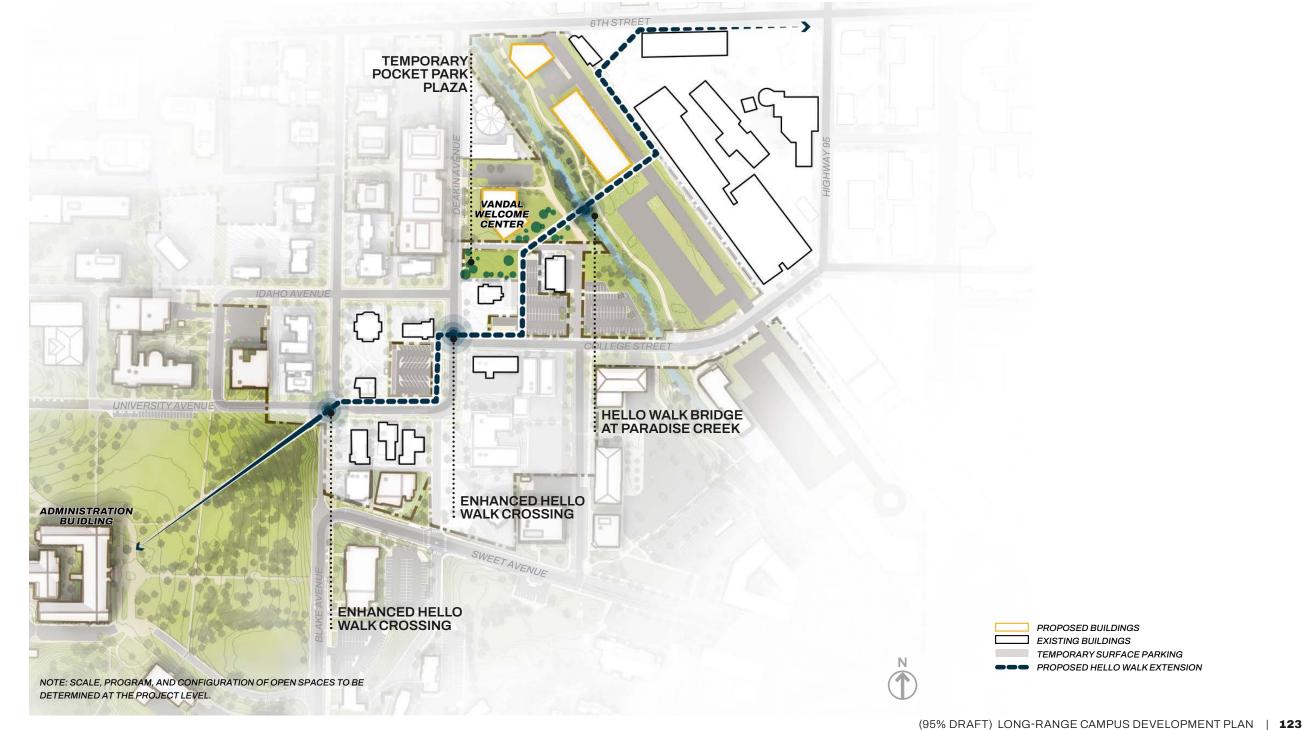
The use of existing elements like paving patterns, banners, and temporary or semi permanent wayfinding systems that augment campus brand identity can be used to set the stage for Hello Walk.

# **Objectives**

- Implement Wayfinding Strategies: Introduce banners, plaques, markers, and trailblazer signage to reinforce the Hello Walk extension in the near-term.
- Enhance Pedestrian Crossings: Improve pedestrian crossings at Blake Avenue and DEAKIN Avenue to ensure safety, accessibility, and visibility.
- Develop Key Areas. Transform Paradise Creek, the Lambda Chi Alpha open space, and Lot into areas of opportunity and interest along the Hello Walk pathway.
- Align Hello Walk Bridge. Position the Hello Walk Bridge at Paradise Creek to align with the axial alignment of the long-term Hell Walk pathway.







# Hello Walk Long-Term

Through partnerships, acquisition, and early strategic planning, Olmsted's original vision of creating an axial connection to downtown Moscow can be realized. The spirit of Hello Walk is carried through the new extension by creating "places" along the way that celebrate the U of I experience while improving connectivity between campus and downtown.

Several properties adjacent to U of I's campus have been identified as contiguous acquisition opportunities. These parcels offer the chance to expand the campus footprint strategically. U of I should be prepared to seize these opportunities when they arise.

# Objectives

- Create a Safe, Accessible, and Engaging Connection. Develop a pedestrian pathway that safely and accessibly connects the campus with downtown, making it engaging for all users.
- Activate the Full Extension. Enhance the Hello Walk extension through the creation of quality open spaces and the use of storytelling elements.
- Fulfill Olmsted's Vision: Implement design and development strategies that align with Olmsted's original vision for the campus.
- Foster Town and Gown Relationships: Strengthen the relationship between the university and the downtown community to promote mutual growth and vitality.









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# **C8 Governance & Policy**

The LRCDP serves as U of I's primary policy tool to articulate its physical planning goals and objectives, providing a unifying framework for the campus's physical development, and ensuring a cohesive and strategic vision for the future. Successful implementation of the LRCDP requires the transparent adoption of effective policies, strategies, and tools so as to balance the needs of all stakeholders while ensuring careful management and accountability for resources.

The department of Architectural and Engineering Services (AES), within the Division of Budget and Planning, stewards the LRCDP. Regular review for the LRCDP is necessary to maintain relevance throughout the plan's +25 year lifespan. Transparent processes and regular updates ensure key stakeholders are informed about development projects and priorities, fostering a sense of shared responsibility and collective ownership of campus development.

## Governance and policy strategies for implementation:

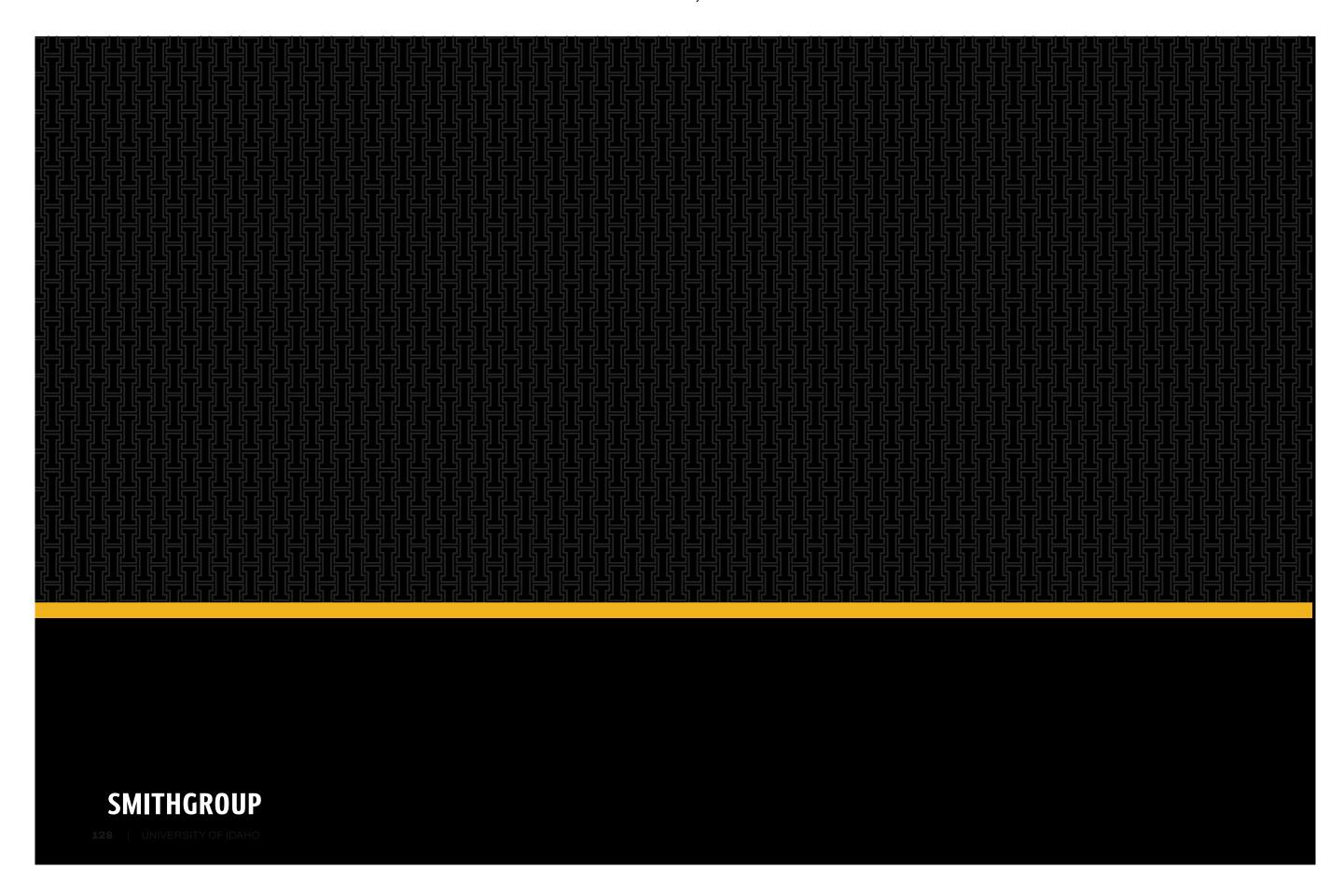
- Upkeep the illustrative plan and capital priorities map annually with minor updates.
- Provide major updates to the University of Idaho Board of Regents per Policy V.K.8.
- Establish review processes to ensure new proposals align with the LRCDP goals, analyze
  the proposed site for opportunities and constraints, confirm financial sources, and receive
  stakeholder input. This transparent process will allow for collaborative review with all
  stakeholders and establish a tiered recommendation and decision making process based
  on the proposal, all which will inform the Permanent Building Fund (PBF) request each year.
- Conduct regular briefings with and receive input from representative campus groups, councils, and commissions about implementation of projects and campus developments.
- Develop close ties with U of I disciplines involved with planning, design, business, and technology to involve students in campus planning and development projects.
- Update and maintain the LRCDP web pages to inform the campus community about news, developments and progress.
- Update and maintain design guidelines and construction standards for use by design consultants
- Revive the Campus Planning Advisory Committee (CPAC) who will advise on all capital improvement or major planning projects and provide recommendations to Executive Leadership. CPAC's priorities include:
- The charge to ensure a comprehensive and cohesive vision for all university properties.
- Receive input and collaborate with all connected stakeholders including but not limited to representative campus groups, councils, and commissions.
- Review and provide recommendations on submitted development proposals.
- Review and approve Design Guidelines & Construction Standards for use by all design consultants.
- Collaboration with the Space Advisory Committee to project development and prioritization to resolve space issues.







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# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025

#### **UNIVERSITY OF IDAHO**

#### **SUBJECT**

Resolution of the Sole Member of Four Three Education, Inc. Approving Dissolution

#### **REFERENCE**

May 18, 2023 Approval of the creation of NewU, Inc (now known as

Four Three Education, Inc.).

June 21, 2023 Approval of name change to Four Three Education,

Inc.

June 5, 2025 Approval of Termination Agreement.

#### APPLICABLE STATUTE, RULE, OR POLICY

- Section 30-30-1002, Idaho Code Dissolution by directors, members and third persons
- Idaho Constitution, Article IX, Section 2. Board of Education. General supervision of the state educational institutions.

#### BACKGROUND/DISCUSSION

The University of Idaho, in conjunction with the officers and directors of Four Three Education, Inc. seeks approval from the Board of Regents, acting in its role as the sole member of Four Three Education, Inc. (43EI), authorizing the President of the Board to execute and deliver the written resolution approving the dissolution of Four Three Education, Inc., as set out in Attachment 1 to these materials.

43EI was created by the University in May 2023 to be the Buyer of substantially all of the assets of the University of Phoenix pursuant to an Asset Purchase Agreement (the "APA") dated as of May 31, 2023. The parties to the APA were unable to achieve closing of the purchase and consequently entered into a Termination Agreement dated as of June 5, 2025, which was approved by the Board of Regents on June 5, 2025. The provisions of the Termination Agreement have been fulfilled.

In light of the termination of the APA, there is no further reason for the corporate existence of 43EI and the officers and directors of 43EI seek to dissolve the entity. The University of Idaho's expenses related to the proposed transaction have been reimbursed through the Termination Agreement. 43EI has no outstanding obligation to the University or to any other individuals or entities. 43EI has no assets.

The board of directors of 43EI has approved dissolution of the corporation subject to the approval of the sole member. Dissolution will be accomplished through

BAHR TAB 07

# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025

filings with the Idaho Secretary of State as set out in the Dissolution Plan attached to the Member Written Consent.

#### **IMPACT**

There is no financial impact to this request. This simply ties up a loose end remaining after termination of the APA.

#### **ATTACHMENTS**

Attachment 1 – Resolution of the Regents of the University of Idaho

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff has reviewed the University of Idaho (UI) request to approve the dissolution of Four Three Education, Inc. The entity was formed for the sole purpose of acquiring the University of Phoenix, and the transaction has been formally terminated with all related obligations fulfilled and costs reimbursed.

Staff recommends approval.

#### **BOARD ACTION**

I move to approve the Resolution proposed by the President of Four Three Education, Inc., the title of which is as follows:

A RESOLUTION OF THE REGENTS OF THE UNIVERSITY OF IDAHO, ACTING AS THE SOLE MEMBER OF FOUR THREE EDUCATION, INC., APPROVING DISSOLUTION

Moved by	Seconded by	Carried	Yes	No	
, _		<del></del>			

# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025 ATTACHMENT 1

#### THE REGENTS OF THE UNIVERSITY OF IDAHO

A RESOLUTION OF THE REGENTS OF THE UNIVERSITY OF IDAHO, ACTING AS THE SOLE MEMBER OF FOUR THREE EDUCATION, INC., APPROVING DISSOLUTION

WHEREAS, The Regents of the University of Idaho, a body corporate established pursuant to Chapter 28, Title 33, Idaho Code, and Section 10, Article IX, of the Idaho Constitution, serves as the Sole Member of Four Three Education Inc. (43EI) an Idaho nonprofit corporation.

WHEREAS, 43EI was formed to participate in an Asset Purchase Agreement (APA) under which 43EI would acquire substantially all of the assets of the University of Phoenix, funded through tax exempt bonding, and then operate as a nonprofit higher education institution under the name University of Phoenix

WHEREAS, the parties to the APA, having been unable to bring about a closing of the transaction, have terminated the APA by agreement dated as of June 5, 2025, and thus no bonds were ever issued, no acquisition ever occurred, and 43EI never became operational.

WHEREAS, having never become operational, 43EI has no assets and has no creditors.

WHEREAS, with the termination of the APA, there now remains no reason for the continued existence of 43EI and the Board of Directors of 43EI believes it is in the best interest of the Corporation to dissolve.

WHEREAS, the Board of Directors of 43EI has approved a plan of dissolution, a copy of which is attached hereto, and have authorized the President of 43EI to seek approval of the plan and the dissolution of 43EI from the Sole Member.

NOW, THEREFORE, IT IS:

RESOLVED, that The Regents of the University of Idaho, acting in the capacity of the Sole Member of 43EI, hereby approves the dissolution of 43EI in accordance with the Plan of Dissolution attached hereto.

FURTHER RESOLVED, that this resolution shall constitute written consent of the Sole Member to the dissolution of 43EI, as described herein, pursuant to Idaho Code section 30-30-1002(5).

FURTHER RESOLVED, that this resolution shall take effect and be in force immediately upon its adoption.

A RESOLUTION OF THE REGENTS OF THE UNIVERSITY OF IDAHO

Page **1** of **2** 

# BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 17-18, 2025 ATTACHMENT 1

ADOPTED: June, 2025	
	THE REGENTS OF THE UNIVERSITY OF IDAHO
	President
ATTEST:	
Secretary	

#### **SUBJECT**

Board Policy I.M. - Annual Planning and Reporting - Second Reading

#### REFERENCE

March 2008 The Board approved first reading of Board Policy I.M.

clarifying the Board's role in accreditation visits and

Board self-evaluation

April 2008 The Board approved second reading of Board Policy

I.M.

August 2008 The Board approved first reading of Board Policy I.M.

clarifying reporting requirements for strategic plans and

performance measures

October 2008 The Board approved second reading of Board Policy

I.M.

April 2011 The Board approved first reading of Board Policy I.M.

June 2011 The Board approved second reading of Board Policy

I.M.

December 2016 The Board approved first reading of Board Policy I.M.

adding definitions of strategic plan components.

February 2017 The Board approved second reading of Board Policy

I.M.

April 2024 The Board approved a first reading of proposed

amendments to Board policy I.M.

June 2024 The Board approved second reading of proposed

amendments to Board policy I.M. for the purpose of

aligning with statute and DFM procedures.

April 2024 The Board approved first reading of proposed

amendments to Board Policy I.M.

#### APPLICABLE STATUTE, RULE, OR POLICY

Board Policy I.M. Annual Planning and Reporting Sections 67-1901 through 67-1905, Idaho Code

#### **BACKGROUND/DISCUSSION**

Sections 67-1901 through 67-1905, Idaho Code, establish the State's annual strategic plan and performance reporting requirements. These requirements include the annual review and submission of strategic plans and performance measures. Institutions and agencies under the oversight of the Board submit their strategic plans to the Board for approval. The approved plans are then submitted by the Board office to the Division of Financial Management (DFM). This is part of a year-long cycle of continuous improvement.

Title 67, Chapter 19, Idaho Code also establishes that guidance for the statewide strategic planning process is to be governed by DFM. DFM maintains a Strategic Planning and Performance Reporting guidance document and provides training to state agencies.

Board Policy I.M. is revised to separate the systemwide measures from the larger strategic planning process. This will allow for systemwide measures to be addressed more nimbly by separate vote of the Board. It will also ensure that the Board's K-20 strategic plan, which is reviewed for potential revisions each February, is the only document governing the specific measures two and four-year institutions are required to include in their annual Performance Reports to DFM.

The proposed revisions have been workshopped with representatives from the two and four year institutions.

#### **IMPACT**

Proposed revisions to Board Policy I.M. will reduce the number of systemwide measures each two and four-year institution is required to include in their individual Performance Reports from 9 to 3. This provides a more intentional focus on meaningful outcomes-based systemwide measures while also allowing institutions to celebrate their individuality through the inclusion of up to 7 additional measures drawn from separately Board approved strategic plan, specific to each institution.

#### **ATTACHMENTS**

- Attachment 1 Board Policy I.M. Annual Planning and Reporting Proposed Amendments, redline
- Attachment 2 Board Policy I.M. Annual Planning and Reporting Proposed Amendments, clean

### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommend approval of the proposed revisions to Board Policy I.M.

#### **BOARD ACTION**

I move to approve the second reading of the proposed amendment to Board Policy I.M. as presented in Attachment 2.

Moved by	Seconded by	Carried Yes	No
,	<b>,</b>		

### **Idaho State Board of Education**

### **GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES** 

**SUBSECTION: M. Annual Planning and Reporting** 

June February 2025

This subsection shall apply to Boise State University, Idaho State University, Lewis-Clark State College, University of Idaho, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, North Idaho College, and the agencies, under the Board's governance and oversight.

### Board Approval

- a. The Board will approve annually a K-20 strategic plan.
- b. The Board will approve annually strategic plans for each agency and institution.

### 2. Strategic Plan Requirements

- All strategic plans shall be compliant with Idaho Code § 67-1903 and the Strategic Planning and Performance Report Guide maintained by the Division of Financial Management (DFM).
- b. All strategic plans shall be aligned to the Board approved K-20 strategic plan.
- c. Two and Four-year institutions must include one measure for each postsecondary objective in the Board's K-20 strategic plan in their annual strategic plans.
- d. Mission statements used in strategic planning must be approved by the Board, pursuant to Board Policy III.I or by the community college's board of trustees.
  - i. Mission statements may be approved in conjunction with the strategic planning process or brought to the Board as a separate agenda item.
- e. Institutional strategic plans shall be compliant with applicable accreditation requirements.

#### 3. Performance Report Requirements

- a. All performance reports shall be compliant with Idaho Code § 67-1904 and the Strategic Planning and Performance Report Guide maintained by DFM.
- b. All performance reports shall be aligned to the Board approved strategic plan for the submitting agency or institution.
- c. Board staff will make available a performance report template for consistent reporting across all agencies and institutions.

#### 4. Training

a. Key personnel from Board staff and each agency and institution shall be required to participate in training offered by the DFM pursuant to Idaho Code § 67-1905.

#### 5. Timeline

a. All agencies and institutions shall submit complete drafts of their strategic plans to designated Board staff no later than the meeting materials due date for the Board's regularly scheduled April meeting each year.

### **Idaho State Board of Education**

### **GOVERNING POLICIES AND PROCEDURES**

**SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES** 

SUBSECTION: M. Annual Planning and Reporting <u>June</u>February 2025

- b. All agencies and institutions shall submit complete final drafts of their strategic plans to designated board staff no later than the meeting materials due date for the Board's regularly scheduled June meeting each year.
- c. All agencies and institutions shall submit final drafts of performance reports to the designated board staff no later than August 15<sup>th</sup> each year.
- d.a. Board approved strategic plans and performance reports shall be submitted by Board staff to DFM, on behalf of the agencies and institutions.
- e.b. Performance reports shall be submitted to the Board for informational purposes no later than the Board's regularly scheduled October meeting each year.

### 6. Annual Reports

- a. Agencies and institutions shall provide annual progress reports to the Board in accordance with a reporting schedule established by the Board's executive director.
- Annual reports shall include, but need not be limited to, an update on the agency or institution's progress toward meeting objectives established in the strategic plan.

#### 7. Performance Measures

- a. The Board may develop a set of uniform system-wide performance measures for agencies or institutions.
  - Two and Four-year institutions must include one measure for each post-secondary objective in the Board's K-20 strategic plan in their annual performance reports.
  - ii. Board staff will determine the business rules applicable to such measures.
  - iii. Board staff will provide a reporting schedule for such measures.
- b. Agencies and institutions may include additional performance measures in their strategic plan. However, Idaho Code § 67-1904 establishes that no more than ten (10) performance measures may be included in the performance report.

### 8. Additional Reports

Agencies and institutions will provide any data or report requested by the Board, in accordance with a schedule and format established by the Executive Director.

The census dates for reporting term-based postsecondary enrollment data shall be October 15<sup>th</sup> and March 15<sup>th</sup> of each year.

### **Idaho State Board of Education**

### **GOVERNING POLICIES AND PROCEDURES**

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

**SUBSECTION: M. Annual Planning and Reporting** 

June 2025

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- b. All strategic plans shall be aligned to the Board approved K-20 strategic plan.
- c. Two and Four-year institutions must include one measure for each postsecondary objective in the Board's K-20 strategic plan in their annual strategic plans.
- d. Mission statements used in strategic planning must be approved by the Board, pursuant to Board Policy III.I or by the community college's board of trustees.
  - i. Mission statements may be approved in conjunction with the strategic planning process or brought to the Board as a separate agenda item.
- e. Institutional strategic plans shall be compliant with applicable accreditation requirements.

### 3. Performance Report Requirements

- a. All performance reports shall be compliant with Idaho Code § 67-1904 and the Strategic Planning and Performance Report Guide maintained by DFM.
- b. All performance reports shall be aligned to the Board approved strategic plan for the submitting agency or institution.
- c. Board staff will make available a performance report template for consistent reporting across all agencies and institutions.

#### 4. Training

a. Key personnel from Board staff and each agency and institution shall be required to participate in training offered by the DFM pursuant to Idaho Code § 67-1905.

#### 5. Timeline

a. Board approved strategic plans and performance reports shall be submitted by Board staff to DFM, on behalf of the agencies and institutions.

### **Idaho State Board of Education**

### **GOVERNING POLICIES AND PROCEDURES**

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

**SUBSECTION: M. Annual Planning and Reporting** 

**June 2025** 

b. Performance reports shall be submitted to the Board for informational purposes no later than the Board's regularly scheduled October meeting each year.

### 6. Annual Reports

- a. Agencies and institutions shall provide annual progress reports to the Board in accordance with a reporting schedule established by the Board's executive director.
- Annual reports shall include, but need not be limited to, an update on the agency or institution's progress toward meeting objectives established in the strategic plan.

#### 7. Performance Measures

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  - Two and Four-year institutions must include one measure for each post-secondary objective in the Board's K-20 strategic plan in their annual performance reports.
  - ii. Board staff will determine the business rules applicable to such measures.
  - iii. Board staff will provide a reporting schedule for such measures.
- b. Agencies and institutions may include additional performance measures in their strategic plan. However, Idaho Code § 67-1904 establishes that no more than ten (10) performance measures may be included in the performance report.

### 8. Additional Reports

Agencies and institutions will provide any data or report requested by the Board, in accordance with a schedule and format established by the Executive Director.

The census dates for reporting term-based postsecondary enrollment data shall be October 15<sup>th</sup> and March 15<sup>th</sup> of each year.

#### **SUBJECT**

Medical Education Plan Working Group Appointments

#### REFERENCE

April 2025 Idaho State Legislature passes HB 368a that creates a

working group to establish a medical education plan for

the state of Idaho

#### APPLICABLE STATUTE, RULE, OR POLICY

Section 33-3732, Idaho Code

#### **BACKGROUND/DISCUSSION**

With the passage of HB 368a and the creation of Section 33-3732, Idaho Code, the Idaho State Legislature and Idaho State Board of Education have been charged with creating a comprehensive medical health education plan for the state of Idaho. Idaho Code states that this plan should consist of:

- (a) Address how the plan for undergraduate medical education will reduce the physician shortage in Idaho, in conjunction with graduate medical education;
- (b) Ensure the quality of medical education programs for Idaho students;
- (c) Maximize the amount of Idaho medical education funds that are spent in Idaho;
- (d) Maximize the number of clinical medical education placements located in and managed by the state of Idaho;
- (e) Maximize the number of medical residency placements located in Idaho;
- (f) Minimize conflicts with medical education program partners; and
- (g) Minimize conflicts in delivering medical education coursework and clinical medical education placements to students enrolled in different medical education programs.

To create this plan, 33-3732 creates a working group to create the above stated plan. Of the nine members on this committee, the Idaho State Board of Education is required to make four appointments.

#### **IMPACT**

There is no fiscal impact to the Board. This newly formed committee will be working closely with Board members and staff throughout the process.

#### **ATTACHMENTS**

None

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

The four recommended individuals for appointment are as follows:

- Shawn Keough, Idaho State Board of Education
- Brian Whitlock, Idaho Hospital Association
- Susie Keller, Idaho Medical Association

• Ted Epperly, Graduate Medical Education Coordinator

Staff recommends approval of these four appointments.

BOARD ACTION	TION	CT	AC	КD	١R	lΑ	О	В
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I move to approve the appointment of Shawn Keough, Brian Whitlock, Susie Keller,
and Ted Epperly to the medical education plan working group, pursuant to Section
33-3732, Idaho Code.

Moved by Seconded by	Carried Yes No	
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TAB	DESCRIPTION	ACTION
1	BOARD POLICY III.N. STATEWIDE GENERAL EDUCATION – SECOND READING	Action Item
2	BOARD POLICY III.G. POSTSECONDARY PROGRAM REVIEW AND APPROVAL – FIRST READING	Action Item
3	LEWIS-CLARK STATE COLLEGE – DIRECT ENTRY MASTER OF SCIENCE IN NURSING	Action Item
4	DUAL CREDIT REPORT AND RECOMMENDATIONS	Action Item

#### **SUBJECT**

Board Policy III.N., Statewide General Education – Second Reading

#### **REFERENCE**

October 2020 The Board approved the first reading of proposed

amendments to Board Policy III.N. designating the Executive Director or designee as chair of the GEM

Committee.

December 2020 The Board approved the second reading of proposed

amendments to Board Policy III.N.

August 2021 The Board approved the first reading of proposed

amendments to Board Policy III.N. expanding membership of the GEM Committee to representatives from digital learning, dual credit, and open education. This included amendments to GEM competency areas.

October 2021 The Board approved the second reading of proposed

amendments to Board Policy III.N.

December 2022 The Board approved the first reading of proposed

amendments to Board Policy III.N that changed the GEM Oral Communication requirement from a minimum of 2 to a minimum of 3 credits and the institutionally-designated credits from a minimum of 6

to a minimum of 5.

February 2023 The Board approved the second reading of proposed

amendments to Board Policy III.N.

August 2023 The Board approved the first reading of proposed

amendments to Board Policy III.N. to allow institutions to propose specialized baccalaureate degree programs that require fewer than 36 general education

credits in rare instances.

October 2023 The Board approved the second reading of proposed

amendments to Board Policy III.N.

February 2024 The Board approved the first reading of proposed

amendments to Board Policy III.N. to clarify General Education Committee roles and responsibilities as well as

further describe the role of the disciplinary rubrics.

April 2024 The Board approved the second reading of proposed

amendments to Board Policy III.N

April 2025 The Board approved the first reading of proposed

amendments to Board Policy III.N to update the description of general education, integrate durable skills, and clarify that general education, or GEM courses, are

at the introductory (x100 and x200) level.

### APPLICABLE STATUTE, RULE OR POLICY

Idaho Code § 33-107 General Powers and Duties of the State Board of Education Idaho Code § 33-3729 Transfer of Credits

Idaho State Board of Education Policy III.V. Articulation and Transfer

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#### **BACKGROUND/DISCUSSION**

Board Policy III.N outlines Idaho's general education framework for all eight public postsecondary institutions, promoting consistency and smooth transfer between schools. It defines six GEM competency areas—Written and Oral Communication, Mathematical and Scientific Ways of Knowing, Humanistic and Artistic, and Social and Behavioral Ways of Knowing—each with clear learning outcomes. The policy also provides guidelines for course placement, assessment, and reporting, and ensures governance by faculty and the Statewide General Education Committee. Common course indexing supports transparency and transferability across institutions.

#### **IMPACT**

Proposed amendments to Board Policy III.N update the description of general education to better reflect current understandings of the curriculum. Durable skills are particularly salient in general education, and these updates are designed to communicate the purpose of general education more effectively through infusing durable skills concepts.

#### **ATTACHMENTS**

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

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

No comments were received after the first reading of Board Policy III.N. Minor edits were made to the first sentence of the policy overview.

Board staff recommends approval.

#### **BOARD ACTION**

I mov	e to appro	ve the se	econd read	ding of	proposed	amendments	to Board	Policy
III.N.,	Statewide	General	Education	i, as su	ıbmitted in	Attachment 1	•	

Moved by	Seconded by	Carried Yes	No
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# Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS SUBSECTION: N. Statewide General Education

**April 2024** June 2025

In our rapidly-changing world, students need to understand how knowledge is generated and created. They need to adapt to new opportunities as they arise as well as effectively communicate and collaborate with increasingly diverse communities and ways of knowing. In combination with major coursework, general education curriculum prepares students to use multiple strategies in an integrative manner to explore, critically analyze, and creatively address real-world issues and challenges. General education coursework provides students with an understanding of self, the physical world, and human society—its cultural and artistic endeavors as well as an understanding of the methodologies, value systems, and thought processes employed in human inquiries. General education helps instill students with the personal and civic responsibilities of good citizenship, and prepares them to be adaptive, life-long learners.

General education offers provides students the opportunity to gain with -broad knowledge and valuable durable skills as they explore and practice with various disciplinary perspectives. Durable skills, which are also known as transferable skills or habits of mind, are those that are highly valued and transferable across domains in post-secondary education and beyond. Idaho's general education curriculum framework functions alongside specialized major coursework to build a comprehensive educational experience.

While majors provide depth in specific fields, general education equips students with durable skills that serve them throughout life: the ability to communicate clearly, think critically, approach problems from multiple angles, and persist through uncertainty. These courses also help students understand themselves, the natural world, and human societies. This integrated approach to education has long been a hallmark of excellence in American higher education, preparing graduates who can adapt to changing circumstances and engage meaningfully with complex issues. Through general education, students develop the tools to become thoughtful citizens and adaptable, lifelong learners who can navigate new challenges with confidence.

This policy shallmust apply 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. The state of Idaho's general education framework for Associate of Arts, Associate of Science, and Baccalaureate degrees has the following requirements, shallmust be:
  - a. Thirty-one (31) credits or more of the general education curriculum must fit within the General Education Matriculation (GEM) competency areas defined in subsection 4 of this policy, and

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- b. Five (5) or more credits of the general education curriculuma, which must be are reserved for institutions to address the specific mission and goals of the institution. For this purpose, institutions may create new competency areas or they may choose to count additional credits from GEM competencies. Regardless, these institutionally designated credits must have learning outcomes linked to Association of American Colleges and Universities (AAC&U) Essential Learning Outcomes.
- 2. The intent of the general education framework is to:
  - a. Establish statewide competencies that guide institutions' determination of courses that will be designated as GEM courses,
  - b. Establish shared disciplinary/Ways of Knowing rubrics that guide institutional decision-making about designating courses to GEM competency areas, and
  - c. Create a transparent and seamless transfer experience for undergraduate students across Idaho's public postsecondary institutions.
- 3. There are six (6) GEM competency areas. The first two (2) emphasize integrative skills intended to inform the learning process throughout general education and major courses. The final four (4) represent ways of knowing and are intended to expose students to ideas and engage them in a broad range of active learning experiences. Durable skills instruction is infused throughout courses in each competency area. In each competency area, durable skills instruction is infused.

The GEM competency areas are as listed:

- a. Written Communication
- b. Oral Communication
- c. Mathematical Ways of Knowing
- d. Scientific Ways of Knowing
- e. Humanistic and Artistic Ways of Knowing
- f. Social and Behavioral Ways of Knowing
- 4. GEM courses in each area shallmust include the following competencies:
  - a. Written Communication

Upon completion of a course in this category, students are able to demonstrate relevant durable skills demonstrate as well as the following competencies:

- i. Use flexible writing process strategies to generate, develop, revise, proofread, and edit texts.
- ii. Adopt strategies and genre appropriate to the rhetorical situation.
- iii. Use inquiry-based strategies to conduct research that explores multiple and diverse ideas and perspectives, appropriate to the rhetorical context.
- iv. Use rhetorically appropriate strategies to evaluate, represent, and respond to the ideas and research of others.

- v. Address readers' biases and assumptions with well-developed evidence-based reasoning.
- vi. Use appropriate conventions for integrating, citing, and documenting source material.
- vii. Read, interpret, and communicate key concepts in writing and rhetoric.

#### b. Oral Communication

Upon completion of a course in this category, students are able to demonstrate relevant durable skills as well as the following competencies:

- i. Research, discover, and develop information resources and structure spoken messages to increase knowledge and understanding.
- ii. Research, discover, and develop evidence-based reasoning and persuasive appeals for ethically influencing attitudes, values, beliefs, or behaviors.
- iii. Adapt spoken messages to the diverse personal, ideological, and emotional needs of individuals, groups, or contexts.
- iv. Employ effective spoken and nonverbal behaviors that support communication goals and illustrate self-efficacy.
- v. Listen in order to effectively and critically evaluate the reasoning, evidence, and communication strategies of self and others.
- vi. Demonstrate knowledge of key theories, perspectives, principles, and concepts in the Communication discipline, as applied to oral communication.

### c. Mathematical Ways of Knowing

Upon completion of a course in this category, a student is able to demonstrate relevant durable skills as well as the following competencies:

- i. Interpret mathematical concepts.
- ii. Represent information/data.
- iii. Use appropriate strategies/procedures when solving mathematical problems.
- iv. Draw reasonable conclusions based on quantitative information.

#### d. Scientific Ways of Knowing

Upon completion of a non-lab course in this category, a student is able to demonstrate relevant durable skills as well as the competencies i-iv. A student is able to demonstrate all five competencies, i-v,\_-Uupon completion of a lab course, a student is able to demonstrate appropriate durable skills as well as competencies i-v.-

- i. Apply foundational knowledge and models of a discipline in the physical or natural sciences to analyze and/or predict phenomena.
- ii. Apply scientific reasoning to critically evaluate assertions.
- iii. Interpret and communicate scientific information via written, spoken and/or visual representations.
- iv. Describe the relevance of specific scientific principles to the human experience.

- v. Test a hypothesis in the laboratory or field using discipline-specific tools and techniques for observation, data collection and analysis to form a defensible conclusion.
- e. Humanistic and Artistic Ways of Knowing
  Upon completion of a course in this category, students are able to demonstrate
  relevant durable skills as well as -at least five (5) of the following competencies:
  - i. Recognize and describe humanistic, historical, or artistic works within problems and patterns of the human experience.
  - ii. Distinguish and apply methodologies, approaches, or traditions specific to the discipline.
  - iii. Differentiate formal, conceptual, and technical elements specific to the discipline.
  - iv. Analyze, evaluate, and interpret texts, objects, events, or ideas in their cultural, intellectual or historical contexts.
  - v. Interpret artistic or humanistic works through the creation of art, language, or performance.
  - vi. Develop critical perspectives or arguments about the subject matter, grounded in evidence-based analysis.
  - vii. Demonstrate self-reflection, widened perspective, and respect for diverse viewpoints.
- f. Social and Behavioral Ways of Knowing
  Upon completion of a course in this category, students are able to demonstrate relevant durable skills as well as the all five (5) of the following competencies.
  - i. Demonstrate knowledge of the theoretical and conceptual frameworks of a particular Social Science discipline.
  - ii. Describe self and the world by examining the dynamic interaction of individuals, groups, and societies as they shape and are shaped by history, culture, institutions, and ideas.
  - iii. Utilize Social Science approaches, such as research methods, inquiry, or problem-solving, to examine the variety of perspectives about human experiences.
  - iv. Evaluate how reasoning, history, or culture informs and guides individual, civic, or global decisions.
  - v. Identify the impact of the similarities and differences among and between individuals, cultures, or societies across space and time.

### 5. General Education Requirements

a. This subsection applies to Associate of Arts, Associate of Science, and Baccalaureate degrees. For the purpose of this policy, disciplines are indicated by course prefixes.

General education curricula must reflect the following credit distribution:

Competency Area	Minimum Credits
Written Communication	6
Oral Communication	3
Mathematical Ways of Knowing	3
Scientific Ways of Knowing	7 (from two different disciplines with at least one laboratory or field
	experience)
Humanistic and Artistic Ways of Knowing	6 (from two different disciplines)
Social and Behavioral Ways of Knowing	6 (from two different disciplines)
Institutionally-Designated Credits	5

- i. GEM courses are designed to be broadly accessible to students regardless of major, thus college-level and non-GEM pre-requisites to GEM courses should be avoided unless deemed necessary by the institution. <u>GEM courses-must</u> <u>be at the introductory (x100 and x200) level.</u>
- ii. Additional GEM courses, beyond the general education curricula, may may be required within the major for degree completion. However, they must be clearly indicated through a separate designation within the degree (category, emphasis, minor, or major, for example).
- b. In rare instances, a specialized associate degree program might better serve students by distributing general education requirements differently than those listed above. Proposals for such programs shallmust be submitted to the Board office for review and approval on a case-by-case basis. Proposals must describe the demonstrable benefits that the alternative general education distribution will have for transfer students, the institutions' plans for additional advising, and any other information that will demonstrate how students will not be harmed by this alternative structure.
- c. This subsection pertains to Associate of Applied Science (AAS) degrees.

The general education curricula for the AAS degree must contain a minimum of fifteen (15) credits, so distributed in the following areas:

Competency Area	Minimum Credits
Written Communication	3
Oral Communication	3
Mathematical Ways of Knowing	3
Social and Behavioral Ways of Knowing	3
Any general education course including	3
institutionally-designated courses	

- d. GEM courses and institutionally-designated courses shallmust transfer as meeting an associated general education competency requirement at any institution pursuant to Board policy Section III.V.
- 6. Governance of the General Education Program and Review of Courses
  - a. GEM courses are developed by faculty and approved via the curriculum approval process of the institution delivering the courses. Faculty discipline groups representing all institutions shallmust meet at least annually or as directed by the Board, to ensure consistency and relevance of general education competencies and courses approved for their respective GEM competency areas.
  - b. Common Course Indexing is developed for courses offered within the GEM framework to provide greater transparency and seamlessness within transfer processes at Idaho's postsecondary institutions. Common-indexed courses are accepted as direct equivalents across institutions for transfer purposes. Common course indexing shallmust include common course prefix, common course number, common course title, and common GEM discipline area designation. The common course number shallmust be three digits in sequence, but can be preceded by a single digit if four numbers are utilized by the institution (x###).

The common course list shallmust be approved by the Board on an annual basis and shallmust be maintained by the Board office. Changes to the list may be proposed by faculty discipline groups to the General Education Committee. Proposed additions or removal of courses on the common course list must be reviewed by the General Education Committee prior to Board approval. The request to remove a common-indexed course from an institution's academic catalog must be approved by the Board. The request to discontinue a course must be submitted in writing by the institution to the Board office. The request shallmust be submitted no less than a year in advance and provide rationale for the inability to offer the course.

c. The General Education Committee shallmust consist of a Board-appointed representative from each of the institutions (Institutional Representatives), as well as one Subject Representative from each of the following communities: the Division of Career Technical Education, the Idaho Registrars Council, the digital learning community, the dual credit community, the open education community; and the Executive Director of the Board, or designee, who shallmust serve as the chair of the committee. Institutional Representatives are generally the directors or deans of general education (or equivalent). Upon Board approval, appointments for Institutional Representatives will be for the duration of the representative's term as general education director. Subject Representative terms are for three years, commencing on July 1st. If Subject Representatives are amenable to continuing, they are affirmed by their respective groups prior to their term's end. To ensure alignment with AAC&U Essential Learning Outcomes and subsection 1, the Committee shallmust meet at least annually to review the competencies and rubrics of the general education framework. The Committee shallmust make

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**TAB 1** 

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recommendations to the Board regarding the general education framework and the common course list. The Committee <a href="shallmust">shallmust</a> review and make recommendations on the general education competencies as necessary. GEM Committee duties are prescribed by the Board, including those that may involve addressing issues related to competency areas and course offerings. The GEM Committee reports to the Council on Academic Affairs and Programs.

d. The institutions shallmust identify all general education courses in their curricula and identify them in a manner that is easily accessible by the public via their respective websites, as well as relevant web resources maintained by the Board office.

### **SUBJECT**

Board Policy III.G., Postsecondary Program Review and Approval – First Reading

R	F	F	F	R	F	N	C	F

REFERENCE	
October 17, 2019	The Board approved the first reading of proposed amendments, which add baccalaureate degree programs to the list of programs reviewed by the Board and changes requirements for new academic program proposals that consist of new state appropriations.
December 2019	The Board approved the second reading of proposed amendments to Board Policy III.G.
June 10, 2020	The Board approved a one-year, partial waiver of the requirement for full proposals in Board Policy III.G.3.d and 4.d for modifications to academic programs, career technical programs and instructional and administrative units.
June 16, 2021	The Board approved an extension of the partial waiver of the requirement for full proposals in Board Policy III.G.3.d. and 4.d for modifications to academic programs, career technical programs and instructional and administrative units.
June 16, 2021	The Board approved the first reading of proposed amendments to Board Policy III.G, which reorganizes and streamlines proposal requirements and provides flexibility to the Executive Director to delegate authority to designees for the approval of academic and career technical program changes.
August 26, 2021	The Board approved the second reading of proposed amendments to Board Policy III.G.
December 15, 2021	The Board approved the first reading of proposed amendments to Board Policy III.G., correcting duplicative language and aligning approval roles.
February 17, 2022	The Board approved the second reading of proposed amendments to Board Policy III.G.
April 17, 2024	The Board approved the first reading of proposed amendments to Board Policy III.G., which clearly articulated the differential roles and responsibilities of the Board's executive director and the Division state administrator in program review and approval.
June 13, 2024	The Board approved the second reading of proposed amendments to Board Policy III.G.

### APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G. Section 33-2107A, 33-2202, 33-2205, Idaho Code

#### **BACKGROUND/DISCUSSION**

Board Policy III.G. Postsecondary Program Approval and Discontinuance provides Idaho's public institutions with procedures for the development, approval, and discontinuation of academic and career technical programs. In August 2021, the Board approved a major revision to Board Policy III.G. that restructured the policy to include three levels of review, based on the nature of requested programmatic changes: full proposal, short proposal, and letter of notification. In February 2022, the Board approved amendments to correct an unintended conflict in the policy related to actions requiring a short proposal.

Following a comprehensive review of the updated policy procedures, Board staff and institutional representatives identified the need for several revisions pertaining to the submission and approval process for certificate programs. The revised policy will clarify the procedures for submitting new and discontinuation of existing academic undergraduate, graduate, and specialized certificate programs. Current policy distinctions based on credit hours and financial impact have led to procedural inconsistencies. The amendments address these issues by establishing the following:

- A full proposal will be required for any certificate program—regardless of credit hour count—that has an annual financial impact of \$250,000 or more.
- A short proposal will be required for certificate programs consisting of more than 30 credit hours with an annual financial impact of less than \$250,000.
- A letter of notification will be required for certificate programs with fewer than 30 credit hours and an annual financial impact of less than \$250,000.

Also added is a new provision related to the program exemption process in response to Section 66-5909D, Idaho Code. This section simply provides that the Board has general procedures for requesting program exemption consistent with a timeframe and template developed by the Executive Director or designee.

Other amendments include clarifying the financial impact definition to include the term "annual," thereby indicating that any expenditure exceeding \$250,000 in a single fiscal year will necessitate full Board approval; and revising program option conversions that will change the requirements for converting one or more program options to include emphases or specializations. These changes will explicitly exclude doctoral programs and will require a full proposal. The other amendments reorganize subsection 3 for Career Technical Program Proposal Submission and Approval to clearly articulate Board approval procedures from State Administrator approval.

#### **IMPACT**

These amendments are intended to enhance clarity, improve consistency across institutions, and ensure appropriate oversight based on program scope and fiscal impact.

#### **ATTACHMENTS**

Attachment 1 – Board Policy III.G. Postsecondary Program Review and Approval – First Reading

### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

The proposed amendments will provide for more efficient procedures for various certificate programs and improve the review and approval process for Board staff and institutional staff.

This proposed revision was discussed at CAAP on May 29, 2025, and IRSA on June 5, 2025. Board staff recommends approval of these amendments.

#### **BOARD ACTION**

Postsecondary Program Review and Approval, as submitted in Attachment 1.				
Moved by	Seconded by	Carried Yes	No	

# Idaho State Board of Education GOVERNING POLICIES AND PROCEDURES

**SECTION: III. POSTSECONDARY AFFAIRS** 

SUBSECTION: G. Postsecondary Program Review and Approval

June 2024 August 2025

This subsection shall apply to the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, North Idaho College, College of Eastern Idaho, College of Southern Idaho, and College of Western Idaho.

#### 1. Classifications and Definitions

- a. Academic Program shall mean a postsecondary educational program offered by an institution of higher education that leads to an academic or professional degree, certificate, or other recognized educational credential as defined in Board Policy Section III.E.
- b. Academic Program Components shall include options, minors, emphases, tracks, concentrations, specializations, and cognates as defined by each institution. For the purposes of this policy, a certificate is not an academic program component.
- c. Administrative Unit shall mean offices, centers, bureaus, or institutes that are responsible for carrying out administrative functions, research, or public service as their primary purpose, and are not responsible for academic or career technical programs.
- d. Career Technical Program shall mean a sequence or aggregation of competencies that are derived from industry-endorsed outcome standards and directly related to preparation for employment in occupations requiring a career technical certificate or degree as defined in Board Policy Section III.E. These programs must include competency-based applied learning that contributes to an individual's technical skills, academic knowledge, higher-order reasoning, and problem-solving skills.
- e. Financial Impact shall mean the total <u>annual</u> financial expenditures regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of establishing, modifying, or discontinuing a new instructional program, instructional unit, or administrative unit.
- f. Full Proposal shall mean a document submitted to the Board Office or Idaho Division of Career Technical Education (IDCTE) that contains details about substantive changes to academic or career technical education programming or administration that require review and approval by the full Board, the Board's Executive Director, the IDCTE State Administrator (State Administrator), or designee, as specified in this policy. The Full Proposal template is developed and maintained by the Board Office in collaboration with IDCTE as appropriate.

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- g. Instructional Unit shall mean departments, institutes, centers, divisions, schools, colleges, campuses, branch campuses, and research units (e.g. extension centers) that are responsible for academic programs or career technical programs.
- h. Letter of Notification shall mean a letter from the institution to the Executive Director, State Administrator or designee, notifying the Board Office or IDCTE as appropriate of changes to academic or career technical education programming or administration that do not require advanced approval by the Board, Executive Director, State Administrator, or designee, as specified in this policy.
- i. Major shall mean a principal field of academic specialization that usually accounts for 25 to 50 percent of the total degree requirements. The concentration of coursework in a subject matter major serves to distinguish one program from others leading to the same or a similar degree.
- j. Short Proposal shall mean a document submitted to the Board Office or IDCTE that contains details about non-substantive changes to academic or career technical education programming or administration that require review and approval by the Executive Director, State Administrator, or designee, as specified in this policy. The Short Proposal template is developed and maintained by the Board Office in collaboration with IDCTE as appropriate.

### 2. Roles and Responsibilities

Program planning, review, and approval shall be a collaborative process which includes the Board, Board office staff, IDCTE staff, the institutions, faculty, external advisory groups, regional and specialized accreditation bodies, and other stakeholders pursuant to Board Policy III.Z.

- a. Each institution shall establish and maintain policies and procedures for evaluating existing programs and developing new program proposals. This evaluation process should be an integral component of the institution's academic and career technical education planning and budgeting processes.
- b. The Council on Academic Affairs and Programs (CAAP) shall review new program proposals and discontinuation requests). CAAP shall make recommendations to the Instruction, Research, and Student Affairs (IRSA) committee on instructional programmatic matters and related policy issues.
- c. The State Administrator shall approve academic microcredentials developed by the institutions, in consultation with Board Staff, in addition to career technical microcredentials. The State Administrator shall review and make recommendations as appropriate to the IRSA Committee and/or the Board on instructional programmatic matters and policy issues related to IDCTE's roles and responsibilities.

3. Procedures for Review and Approval of Changes to Academic Programming and Administration

Proposed changes to academic programs and administration at the institutions shall be submitted to the Board for one of three levels of review: a Full Proposal, a Short Proposal, or a Letter of Notification. Institution staff shall consult with Board staff to determine the appropriate level of review before submitting proposed changes to the Board office.

a. Actions Requiring a Full Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, actions related to academic programs or units identified in this subsection require approval by the Board or the Executive Director or designee as indicated and shall be submitted by the institution as a Full Proposal. There are three different types of Full Proposal forms: a form for a discontinuation of a program, a form for new instructional/administrative units, and a form for all other actions requiring a Full Proposal.

- i. The following actions require approval by the Board:
  - 1) Establishment of a new branch campus or change in location geographically apart from the main campus, regardless of financial impact. A location of an institution that is geographically apart and independent of the main campus is permanent in nature; offers at least 50% of the courses of an educational program leading to a degree, certificate, or other educational credential; has its own faculty and administrative organization; and has its own budgetary and hiring authority. Subsection 3.a.i.1 does not apply to community colleges.
  - 2) Establishment of any new academic undergraduate or graduate program with a financial impact of \$250,000 or more per fiscal year.
    - a) All doctoral program proposals shall require an external peer review, regardless of financial impact. The external peer-review panel shall consist of at least two (2) members and will be selected by the Executive Director or designee and the requesting institution's Chief Academic Officer. Board staff shall notify the institution in writing whether it may proceed with the external peer-review process. External reviewers shall not be affiliated with a public Idaho institution. The review shall consist of a paper and on-site peer review, followed by the issuance of a report and recommendations by the panel. Each institution shall provide the panel with a template developed by the Executive Director or designee. The peer reviewer report and recommendations shall be a significant factor in the Board's evaluation of the program.

- i. For programs that require specialized accreditation, external review for the accreditation process may supplant standard external peer review as described in this paragraph and may occur after approval of the program by the Board, if and only if receipt of initial accreditation is required before any student enrolls in the program. Institutions must receive from the Executive Director or designee approval to supplant external peer review with specialized accreditation review prior to submitting a doctoral program proposal. Institutions shall submit a copy of the specialized accreditation report to the Board Office within 30 days of completion of the review.
- b) New educator preparation programs must utilize the Board approved new education preparation program approval process and require submission of a Full Proposal to the Executive Director or designee regardless of financial impact. The new education preparation program approval process ensures programs meet the Idaho standards for educator certification. The Executive Director or designee ensures the program proposal is consistent with the program approval process and meets the standards approved by the Board and pursuant to Section 33-1254 Idaho Code.
- 3) Establishment by a community college of any new applied baccalaureate program, pursuant to Section 33-2107A, Idaho Code.
- 4) Establishment of any new program with academic program fees as defined in Board Policy Section V.R.
- 5) Adding program fees to existing programs requires full Board approval consistent with Board Policy Section V.R; however, such changes do not require submission of a Full Proposal.
- 5)6) Any contracts associated with this proposal must be included with the proposal and require full Board approval consistent with Board Policy Section V.N Grants and Contracts.
- ii. The following actions require approval by the Executive Director or designee:
  - 1) Establishment of any new academic undergraduate or graduate program with a financial impact of less than \$250,000 per fiscal year.
  - 2) Discontinuation of an academic undergraduate or graduate program or instructional or administrative unit.
  - 3) Establishment of any new instructional or administrative unit.
  - 4) Establishment of any new or discontinuation of any existing academic undergraduate, and graduate, or specialized certificates consisting of more than 30 credits and with a financial impact of \$250,000 or more per fiscal year.

- 5) Expansion of an existing program outside an institution's Designated Service Region, with the exception of programs for which institutions have statewide program responsibilities as defined in Board Policy III.Z.
- 6) Conversion of a program option into a stand-alone program with a financial impact of \$250,000 or more per fiscal year.
- 7) Consolidation of two or more undergraduate programs into one undergraduate program with a financial impact of \$250,000 or more per fiscal year.
- 8) Consolidation of two or more graduate programs into one program.
- 9) Splitting of a graduate program into two or more programs.
- 10) Addition of an academic undergraduate, graduate, or specialized certificate to an existing program with a financial impact of \$250,000 or more per fiscal year.

Each Full Proposal shall be reviewed by CAAP within thirty (30) days of submission to the Board Office. At the sole discretion of the Executive Director or designee, any Full Proposal may be referred to the full Board for review and approval. The Executive Director or designee shall develop and publish a timeline for review of full proposals for timely inclusion on the agendas of regularly scheduled board meetings.

### b. Actions Requiring a Short Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, the following actions related to academic programs or units require approval by the Executive Director or designee and shall be submitted by the institution as a Short Proposal:

- i. Establishment of a new or discontinuation of any existing academic undergraduate, or graduate, or specialized certificate (whether stand-alone or as an addition to an existing program) consisting of more than 30 credits with a financial impact of less than \$250,000 per fiscal year.
- ii. Addition of an academic undergraduate, graduate, or specialized certificate consisting of fewer than 30 credits to an existing program with a financial impact of less than \$250,000 per fiscal year.
- <u>iii.ii.</u> Splitting of an undergraduate program into two or more undergraduate programs.
- iv.iii. Consolidation of two or more undergraduate programs into one undergraduate program with a financial impact of less than \$250,000 per fiscal year.
- v.iv. Conversion of one or more program options, emphasesis, or specializations, into a stand-alone program with a financial impact of less than \$250,000 per fiscal year. This provision does not apply to doctoral programs for which and must submit a full proposal must be submitted as provided in subsection 3.a..
- <u>vi.v.</u> Conversion or transition of a degree type (e.g., Bachelor of Arts to Bachelor of Science).

- vii.vi. Conversion or transition of a certificate type (e.g., Technical Certificate of Completion to Basic Technical Certificate).
- <u>viii.vii.</u> Deviation from certificate or degree program credit definitions as provided in Board Policy III.E.
- ix.viii. Changes to program names or degree titles related to Statewide Program Responsibilities as defined in Policy III.Z (requires full board approval).
  - x.ix. Establishment of new programs consisting of multiple certificates with similar coursework.
  - xi.x. Establishment of a dual degree from existing programs with a financial impact of less than \$250,000 per fiscal year.
- xii.xi. Modification to existing academic instructional or administrative units to include consolidation of existing units and of splitting existing units.

At the sole discretion of the Executive Director or designee, institutions may be required to submit a Full Proposal for any action identified in this subsection.

### c. Actions Requiring a Letter of Notification

Subsequent to institutional review and consistent with institutional policies, and at least 30 days before implementation, institutions shall notify the Executive Director or designee of the following actions related to academic programs or units via a Letter of Notification:

- i. Establishment of a new, modification to, or discontinuation of an academic program component.
- ii. Establishment of a new or discontinuation of any existing academic undergraduate, or specialized certificate (whether stand-alone or as an addition to an existing program) consisting of fewer than thirty (30) credits, with a financial impact of less than \$250,000 per fiscal year.
- iii. Expansion of an existing program within an institution's Service Region as defined in Board Policy III.Z.
- iv. Expansion of an existing statewide program offered by an institution with Statewide Program Responsibilities as defined in Board Policy III.Z.
- v. Addition of an online option to an existing academic program.
- vi. Transition of an academic program with less than fifty percent (50%) of courses offered online exclusively to fifty percent (50%) or more of courses offered online exclusively.
- vii. Transition of an academic program to an exclusively online format.
- viii. Addition or removal of courses that represent a significant departure from existing academic program offerings or method of delivery.
- ix. A change in name or title of any academic program or instructional or administrative unit.
- x. A change of Classification of Instructional Program (CIP) code for any academic program.
- xi. A change to the total number of credits required to earn a certificate or degree to an existing academic program.

At the sole discretion of the Executive Director or designee, institutions may be required to submit a Short Proposal or Full Proposal for any action identified in this subsection.

- d. Other minor content changes to curriculum, descriptions of individual courses, or catalog listings do not require notification to or approval by the Board or the Executive Director or designee.
- e. Requests to establish, modify, or discontinue a microcredential, as defined in Board Policy III.E, require approval by the State Administrator or shall be submitted by the institution in accordance with a templated developed by IDCTE.
- 4. Career Technical Program Proposal Submission and Approval
  - a. Actions Requiring a Full Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, <u>actions related requests for changes</u> to career technical programs or units identified in this subsection require approval by the <u>Board or the</u> State Administrator or designee <u>as indicated</u> and shall be submitted by the institution as a Full Proposal.

- i. The following actions require approval by the Board:
  - 1) New career technical programs or certificates with a financial impact of \$250,000 or more per fiscal year require approval by the full Board.
- i.—ii. The following actions require approval by the State Administrator or designee:
  - 1) Establishment of a new career technical education program or certificate with a financial impact of less than \$250,000 per fiscal year.
  - iii. New career technical programs or certificates with a financial impact of \$250,000 or more per fiscal year require approval by the full Board.
  - iv. 2) Discontinuation of career technical programs.
  - <u>v.</u> 3) Establishment of new career technical administrative or instructional units.
  - <u>vi.-4</u>) Expansion of a career technical program outside an institution's Designated Service Region as defined in Board Policy III.Z.
  - <u>vii. 5)</u> Consolidation of two or more career technical programs into one career technical program with a financial impact of \$250,000 or more per fiscal year. <u>viii. 6</u>) Conversion of one certificate or degree option within a career technical
  - program into a stand-alone career technical program with a financial impact of \$250,000 or more per fiscal year.
  - <u>ix. 7)</u> Addition of career technical certificates or degrees to existing career technical programs with a financial impact of \$250,000 or more per fiscal year.

For new or modified career technical programs or certificates, a Program Profile is required. Each Full Proposal shall be reviewed by CAAP within 30 days of

submission to IDCTE. At the sole discretion of the State Administrator or designee, any Full Proposal may be referred to the Board for review and approval. The State Administrator shall develop and publish a timeline for review of full proposals for timely inclusion on the agendas of regularly scheduled board meetings.

### b. Actions Requiring a Short Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, requests for changes in career technical programs or units identified in this subsection require approval by the State Administrator or designee and shall be submitted by the institution as a Short Proposal.

- i. Splitting of a career technical program into two or more career technical programs.
- ii. Consolidation of two or more career technical programs into one career technical program with a financial impact of less than \$250,000 per fiscal year.
- iii. Conversion of one certificate or degree option within a career technical program into a stand-alone career technical program with a financial impact of less than \$250,000 per fiscal year.
- iv. Addition of career technical certificates, specialized certificates, or degrees to existing career technical programs with a financial impact of less than \$250,000 per fiscal year.
- v. Inactivation of a career technical program (refer to paragraph 8 of this policy).
- vi. Addition or removal of courses that represent a significant departure from existing career technical program offerings or method of delivery.
- vii. Modification to existing career technical instructional or administrative units.
- viii. Conversion or transition of one career technical program degree or certificate level to another degree or certificate level.
- ix. Transition of a career technical program to an exclusively online format.
- x. Addition of an online option to an existing career technical program.
- xi. Transition of a career technical program with less than fifty percent (50%) of courses offered online exclusively to fifty percent (50%) or more of courses offered online exclusively.

For the addition or modification of career technical programs or certificates, a Program Profile is required. Upon the recommendation of the State Administrator or at the discretion of the Executive Director or designee, institutions may be required to submit a Full Proposal for any action identified in this subsection.

### c. Actions Requiring a Letter of Notification

Subsequent to institutional review and consistent with institutional policies, and within 30 days before implementation, institutions shall notify the State Administrator or designee of the following changes to career technical programs or units via a Letter of Notification and Program Profile as appropriate:

- i. Career technical program expansion within an institution's Designated Service Region as defined in Board policy III.Z.
- ii. Re-activation of a career technical program within three years from inactivation.
- iii. A change from clock hours to credit hours for a career technical program.
- iv. A change in the name or title of any career technical program or instructional or administrative unit.
- v. A change of Classification of Instructional Program (CIP) code for any career technical program.
- vi. A change to the total number of credits required to earn a certificate or degree to an existing career technical program.
- vii. Minor changes to career technical courses.

Upon the recommendation of the State Administrator or designee, institutions may be required to submit a Short Proposal or Full Proposal for any action identified in this subsection.

- d. Requests to establish, modify, or discontinue a microcredential, as defined in Board Policy III.E, require approval by the State Administrator or shall be submitted by the institution in accordance with a template developed by IDCTE.
- e. Requests requiring new state appropriations shall be included in the annual budget request of IDCTE for Board approval.
- 5. Sunset Clause for Academic and Career Technical Program Approval

Academic and career technical programs approved by the Board, Executive Director, or State Administrator must be implemented within five years. A program not implemented within five years from the approval date requires submission for approval of an updated proposal. Institutions shall notify the Executive Director, State Administrator, or designee in writing when an approved program has not been officially implemented within the sunset timeframe. Institutions may request a change in the sunset timeframe indicated in the program proposal if a program's implementation is delayed.

- 6. Academic and Career Technical Program Proposal Review Timeline and Denial Procedures
  - a. The Executive Director, State Administrator, or designees shall act on any Full Proposal or Short Proposal within forty-five (45) days from proposal submission
  - b. If the Executive Director or designee denies a proposal, he/she shall provide specific reasons in writing to the institution. The institution shall have thirty (30) days in which to address the issue(s) for denial of the proposal. The Executive Director or designee shall have ten (10) working days after the receipt of the institution's response to re-consider the denial. If the Executive Director or designee denies the request after re-consideration, the institution may send its

request and the supporting documents related to the denial to the Board for final reconsideration.

### 7. Program Discontinuance

The primary considerations for program discontinuance are whether the program is an effective use of the institution's resources, no longer serves student or industry needs, or when programs no longer have sufficient students to warrant allocation of resources. This policy does not apply to programs that are discontinued as a result of financial exigency as defined in Board Policy Section II.N.

- a. Institutions shall develop policies, in accordance with the Northwest Commission on Colleges and Universities Accreditation Handbook, which requires institutions to make appropriate arrangements for enrolled students to complete affected programs in a timely manner with minimum interruptions.
- b. Any faculty or staff members whose employment the institution seeks to terminate due to the discontinuance of a program based upon Board Policy Section III.G. shall be entitled to the following procedures:
  - Non-classified contract employees, including non-tenured faculty, may be dismissed or have their contracts terminated or non-renewed in accordance with Board and institutional policies.
  - ii. State of Idaho classified employees shall be subject to layoff as provided in the rules of the Division of Human Resources. Classified employees of the University of Idaho shall be subject to layoff as provided in the policies of the University of Idaho.
  - iii. Tenured faculty will be notified in writing that the institution intends to dismiss them as a result of program discontinuance. This notice shall be given at least twelve (12) months prior to the effective date of termination.
  - iv. An employee who receives a notice of termination as a result of program discontinuance is entitled to use the internal grievance procedures of the institution. The sole basis to contest a dismissal following a program closure is in compliance with these policies.
- 8. Career Technical Program Reduction, Termination, Prioritization, and Inactivation

For the reduction or termination of career technical programs, institutions shall adhere to criteria set forth by IDCTE.

a. Conditions for Reduction or Termination A program is subject to reduction or termination when two or more of the following conditions exist. Standards for the metrics listed below will be predetermined at the local level according to the institution's program health metrics for each category.

- i. Inadequate Job Opportunities
- ii. Inadequate Student Enrollment
- iii. Inadequate Positive Placement
- iv. Inadequate Completion Rate
- v. Inadequate Finances
- b. Inactivation allows program re-evaluation and assessment in response to rapid changes in industry for up to three years. If industry demand for the program does not resume within three years following approved inactivation, the institution shall submit a discontinuation full proposal pursuant to paragraph 4 of this policy.

#### c. Notice to Employees

The institution must give notice in writing to employees who are affected by a program reduction or termination in accordance with Board and institutional policies.

### 9. Program Exemption Process

Institutions seeking Board exemption for programs pursuant to Section 67-5909D, Idaho Code, must submit programs in accordance with a timeframe and template developed by the Executive Director or designee.

### 9.10. Reporting

- a. Semi-annually all approved program changes shall be reported to the Board.
- b. All baccalaureate and graduate level programs approved by the Board require a report on the program's progress in accordance with a timeframe and template developed by the Executive Director or designee.

#### LEWIS-CLARK STATE COLLEGE

#### **SUBJECT**

Direct-Entry Master of Science in Nursing

#### REFERENCE

December 2020 The Board approved LC State's first graduate

certificate program in Nursing Management and

Leadership.

June 2024 The Board approved LC State's MSN Nursing

Leadership in Healthcare.

### APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-3101

Idaho State Board of Education Governing Policies & Procedures, Section III.G and III.Z., Planning and Delivery of Postsecondary Programs and Courses

#### BACKGROUND/DISCUSSION

Lewis-Clark State College proposes to establish a Direct-Entry Master of Science in Nursing (MSN) program designed for students who have already earned a non-nursing baccalaureate degree and wish to transition into nursing education.

From Academic Year 2017 to Academic Year 2024, students with a non-nursing baccalaureate degree consistently comprised 10-20% of each admitted cohort in the LC State Bachelor of Science in Nursing pre-licensure program, with an overall average of 15%.

If approved, this would be the first Direct-Entry MSN program offered by a public four-year institution in Idaho. This initiative would not only expand access to nursing education for individuals with diverse academic backgrounds but also increase enrollment capacity in the current LC State BSN program, strengthening LC State's role in addressing the regional and statewide demand for highly skilled nurses.

Lewis-Clark State College has a 60-plus year history of offering healthcare education programs in Idaho. Specifically, the Bachelor of Science in Nursing program is well-known and respected throughout the state. Evidence of program quality is demonstrated by graduate outcomes including consistently high NCLEX pass rates and job placement rates. In response to stakeholder need, in March of 2024, the Idaho Board of Education approved LC State to offer a Master of Science in Nursing: Nursing Leadership in Healthcare degree, the first full graduate degree in the history of the institution. In June of 2024, the program was approved by the Northwest Commission on Colleges and Universities and the program launched fall 2024.

#### **IMPACT**

The proposed Direct Entry MSN degree is in response to the need expressed by local and regional industry partners for more nurse leaders and managers to support the health care workforce. It will also provide an additional pathway for those who currently possess a bachelor's degree outside of nursing. Nursing (RN) is listed among the top occupations in terms of job growth through 2026 (Idaho Department of Labor; US Bureau of Labor Statistics). The pandemic reinforced the need for hospitals and healthcare agencies to develop new care delivery models. As the care providers who are closest to patients, nurses are integral to these discussions. Graduate level coursework in leadership, management, and business processes provides a strong foundation for nurse leaders who contribute to these health system changes.

Existing infrastructure, such as the learning management system, is in place to facilitate the online program. There are sufficient faculty resources to initiate the graduate program. Reallocation of current faculty teaching assignments will occur to provide for new course instruction. The MSN Direct Entry program will have a very modest impact on LC State Library resources. Given LC State's online presence and Coeur d'Alene Outreach Center, there is well-established access to the library's holdings through online database and journal access, and through the inter-library loan programs with partner institutions.

The institution has recently purchased several online journals and other web-based commercial reference management software packages. It is anticipated that faculty teaching in the MSN program will be shared with the BSN program. Over time, a teaching load equivalent to two FTE may be needed for delivery of shared MSN/Direct Entry & BSN program curriculum. The program will also utilize adjuncts with necessary credentials and content knowledge. In FY22, the Governor authorized the addition of \$400,000 in ongoing funds to LC for nursing programs. Funds will continue to be used to support doctoral-prepared nursing faculty to teach in the master's and BSN programs. Funds may also be used to support travel to supervise students in their practicum experiences. Total financial impact is up to \$209,696 over a four-year period for additional faculty based on growth projections.

Board approval would allow LC State to offer a degree that was developed to meet healthcare industry needs.

#### **ATTACHMENTS**

Attachment 1 – Direct-Entry Master of Nursing Proposal

Attachment 2 – Response from University of Idaho

Attachment 3 – Response from Lewis-Clark State College

#### **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

The proposed program will complement LC State's current MSN degree, providing an alternative pathway for those students who currently hold a bachelor's degree

in a non-nursing content area. It is intended to fill a need for developing more nurses expressed by local and regional industry partners such as Kootenai Health and St. Joseph Regional Medical Center. These healthcare partners collaborated with LC State faculty to develop the curriculum. Beginning Spring 2026, the program will be offered as face-to-face instruction.

LC State projects 6 initial enrollments in its first year, reaching 12 by year five and graduating 12 by year four. The program will require a minimum enrollment of 10 per cohort by year three to maintain sustainability. LC State is committed to offering the program for a minimum of five years to assess enrollment trends.

The proposed master's program is consistent with LC State's Service Region Program Responsibilities and their current institution plan for Delivery of Academic Programs in Region II. Currently, Idaho State University has statewide program responsibility to offer a Master of Science in Nursing and shares statewide program responsibility with Boise State University for Region III. LC State provides that there are no master's degrees focused on direct entry currently being offered by Idaho universities. The chart below represents the status of master's nursing program offerings.

Inst.	Program	CIP Code	Degree	Location	Method of Delivery
BSU	Nursing (suspended)	51.3801	MN/MSN	Boise	Online
ISU	Nursing: Education Option	51.3801	MS Option	Online	Online

The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs on May 1, 2025, and to the Instruction, Research, and Student Affairs on June 5, 2025.

Board staff recommends approval.

#### **BOARD ACTION**

I move to approve the request by Lewis-Clark State College to offer a Master of Science in Nursing, Direct Entry as presented in Attachment 1.

Moved by	Seconded by	Carried Yes	No	



### **FULL PROPOSAL FORM**

						Acad	lemic Programs
Date of Proposal Submission:	Fe	ebruary 2	5, 2025			R	evised 4/23/2025
Institution Submitting Proposal:	Le	Lewis-Clark State College					
Name of College, School, or Division:	S	chool of P	rofessional & Graduate	e S	tudies		
Name of Department(s) or Area(s):	N	ursing & F	Health Sciences				
Official Name of the Program:	Di	irect-Entry	Master of Science in I	Vur	rsing		
Degree Information:	D	egree Lev	/el: Graduate	D	egree Typ	e: MSN	
CIP code or Modification of CIP Code (consult IR /Registrar):		1,3801					
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	Fa	ace-to-fac	e, hybrid, and distance	de	elivery		
Implementation Date:	S	oring 2020	6				
Geographical Delivery:	Lo	ocation(s)	Lewiston		Region(s)	2	
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)		Self-Supp	oort fee		Profession	nal Fee	Online Program Fee
Indicate (X) if the program is: (Consistent with Board Policy III.Z.)	Regional Program Responsibility Statewide Program F		Responsibility				
Indicate those that apply to this request:  Undergraduate Program Graduate Program Undergraduate Certificate (30 credits or more) Graduate Certificate (30 credits or more) Specialized Certificate (above \$250k/FY)	re)	X N	eed Action ew Program ew branch campus or cha odification of Existing Aca Converting one program Consolidating two or mo Splitting an existing prog Adding certificate or deg Program expansion outs Region except for progra statewide program response	op re p gran ree side	mic Prograr tion to a sta programs in n into two o es to existing an institutio s for which i	ns ind-alone to one pr r more pr g prograr on's Desi nstitution	ogram rograms ns gnated Service s have
College Dean Da		Date Vice President for Re		Research (as applicable)		Date 4/23/2025	
Graduate Dean/other (as applicable)	Dat	e	Academic Affairs Pro	gra	am Manage	er, OSB	E Date
C. Patterson	4/22/	2025	Pals				04/25/2025
Budget Director	Dat	e	Chief Financial Office	er, (	OSBE		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 or expansion of each new program. All questions must be answered.

feducat	4/22/2025	2) Bliss	4/28/2025
Provost/VP for Instruction	Date	Chief Academic Officer, OSBE	Date
apothe Carbut	4/23/2025		
President	Date	SBOE/Executive Director or Designee Approval	Date

#### **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.

This proposal is to offer a Direct-Entry Master of Science in Nursing (MSN) degree. The Direct-Entry pathway is for students that have previously earned a non-nursing baccalaureate degree and wish to pursue nursing education. This would be the first Direct-Entry MSN program offered by an Idaho public 4-year institution.

Lewis-Clark State College (LC State) has a 60-plus year history of offering healthcare education programs in Idaho. Specifically, the Bachelor of Science in Nursing (BSN) program is well-known and respected throughout the state. Evidence of program quality is demonstrated by graduate outcomes including consistently high NCLEX pass rates and job placement rates. In response to stakeholder need, in March of 2024, the Idaho Board of Education approved LC State to offer a Master of Science in Nursing (MSN): Nursing Leadership in Healthcare degree, the first full graduate degree in the history of the institution. In June of 2024, the program was approved by the Northwest Commission on Colleges and Universities (NWCCU) and the program launched fall 2024.

The Direct-Entry MSN is composed of curriculum from foundational nursing courses and from the MSN Nursing Leadership in Healthcare degree currently offered by LC State.

- 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.

According to the Bureau of Labor Statistics *Occupations with the Most Job Growth* 2023-2033, Registered Nursing (RN) is listed among the top occupations in terms of job growth through 2033. The RN workforce is expected to grow from 3.3 million in 2023 to 3.5 million in 2033, an increase of 197,000 or 6%. In addition to the known need for more nurses, the pandemic reinforced the need for hospitals and health care agencies to develop new care delivery models. As the care providers closest to patients, nurses are integral to these discussions. Graduate level coursework in leadership, management, and business processes provides a solid foundation for nurse leaders who contribute to these health system changes.

Healthcare partners collaborated with LC State faculty to develop the MSN curriculum. An increasing need for nurses and nurse leaders, coupled with industry support, reinforces the program's future viability and sustainability.

Lewis-Clark State College (LC State) began discussions about offering graduate degrees and certificates nearly a decade ago, with emphasis on degrees that build on our highly regarded programs in the health sciences and related fields. Students, graduates, and regional industry

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partners expressed interest in graduate level offerings. As one example, Kootenai Health, a large health system in northern Idaho, continues to have increased need for nurses to serve as leaders and managers within its organization. Another healthcare partner, St. Joseph Regional Medical Center has identified this same need.

In addition to the ongoing need for more nurses, over the past few years, the LC State's BSN program Advisory Board discussed the need for a leadership focused master's degree in nursing and expressed support for the college and division to move in this direction.

The 2024 Idaho Nursing Workforce Report conducted by the Idaho Nursing Workforce Center notes the following:

- 6.8% of licensed nurses are older than 67
- Idaho remains below the national average of 10.6 RNs per 1,000 population at 7.06 employed RNs per 1,000 population
- Idaho healthcare agencies report ongoing nursing vacancies (average monthly between 750 and 1,000)

The Workforce Report does not provide detail on nurses prepared at the master's level, beyond those in advanced practice or certified nurse practitioner roles. However, interesting aspects of the report that compel approval of this graduate degree pathway include:

- Among CNOs, most have been in their position for 2-4 years, and the situation is worse for those in the long-term care setting (majority less than 1 year).
- One of the reasons nurses migrate out of Idaho is to pursue graduate education. RNs have also left Region II for the Treasure Valley, perhaps in pursuit of an advanced degree leading to progression on the career ladder.
- Idaho Department of Labor reports that Idaho's population will continue to grow, requiring growth in the nursing sector. Additionally, healthcare systems are looking to change models of care delivery, requiring more master's level nurses to serve as agents of change.

Occupations with the most job growth: U.S. Bureau of Labor Statistics

2024 Idaho Nursing Workforce Report Final.pdf

**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.* 

From AY 2017 to AY 2024, students entering the LC State BSN pre-licensure program that held a previously earned non-nursing baccalaureate degree comprised 10-20% of each admitted cohort, with an overall average of 15%. These students complete the nursing program, earning a second bachelor's degree, as to date, there has not been an option to pursue a graduate degree. With this proposed pathway, students holding a non-nursing baccalaureate degree will have the opportunity to complete their nursing education, including a focus on leadership, graduate with a master's degree, and enter practice. This is a pre-licensure program; thus, the graduate will be eligible to sit for the national licensure exam and apply for state licensure to practice as a Registered Nurse (RN).

With a significant need for nurses in Idaho, LC State is committed to continue delivering quality

nursing education that meets the needs of our stakeholders. The opportunity to earn a graduate degree, rather than a second bachelor's degree, is likely to be more appealing to those considering a career change to nursing. This proposal does not replace a program. It is expected that with this option, there may initially be a reduction in the number of students entering the prelicensure BSN program as post-baccalaureate students may choose to pursue the Direct-Entry MSN degree. Over time, we anticipate a full cohort of pre-licensure BSN students each cycle and a consistent number of students pursuing the Direct-Entry MSN pathway.

c. Societal Need: Describe additional societal benefits and cultural benefits of the program.

The AACN advocates for a well-educated nursing workforce to help assure quality patient care. Further, positive outcomes are 'linked to nurses prepared at the baccalaureate and graduate degree levels' (AACN, 2019, para. 1).

3.	Program Prioritization Is the proposed new program a result of program prioritization?
	Yes NoX
	If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings.
4	Cradit for Prior Learning

### 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'.

Not applicable.

#### 5. Affordability Opportunities

Describe any program-specific steps taken to maximize affordability, such as: textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

LC State is committed to affordability in program offerings. Whenever possible, low-cost textbooks and bundled resource options are utilized. Some courses will be delivered in a compressed format, using the two 8-week blocks in each of fall and spring semester.

#### **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.

There is currently no direct-entry MSN degree offered by Idaho public 4-year institutions. Idaho State University and Boise State University offer master's and doctoral degrees in nursing. However, neither offers a master's in the nursing leadership and management areas.

Instit.	Program Name	Fall I		it Enrollm gram	nent in	Number of Graduates F Program (Summer, Fall, S			
		FY_	FY	FY	FY (most recent)	FY_	FY	FY	FY (most recent)

7. **Justification for Duplication** (if applicable). If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

Not applicable.

**8. Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed	Proposed Program: Projected Enrollments and Graduates First Five Years										
Projected Fall Term Headcount Enrollment in Program				l	Projected Annual Number of Graduates from Program				1		
FY27 (1st year)	FY28	FY29	FY30	FY31		FY27 (1st year)	FY28	FY29	FY30	FY31	
6	10	12	12	12		0	6	10	12	12	

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?

From AY 2017 to AY 2024, students entering the LC State BSN pre-licensure program that held a previously earned non-nursing baccalaureate degree comprised 10-20% of each admitted cohort, with an overall average of 15%. These students complete the nursing program, earning a second bachelor's degree, as to date, there has not been an option to pursue a graduate degree. With this proposed pathway, students holding a non-nursing baccalaureate degree will have the opportunity to complete their nursing education, including a focus on leadership, graduate with a master's degree, and enter practice. This is a pre-licensure program; thus, the graduate will be eligible to sit for the national licensure exam and apply for state licensure to practice as a Registered Nurse (RN).

Projected enrollment numbers are calculated at 10% of current BSN program enrollment for first year, 15% for year two and 20% for year three.

Recruitment efforts for the program would be incorporated into recruitment efforts currently conducted for the LC State BSN and MSN programs. This includes local and regional recruitment activities both face-to-face and via digital and print materials.

#### 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?

To continue the program, a minimum of five (5) students will be enrolled in the program over a three-year period. The small number is because this curriculum includes courses cross-listed with existing undergraduate classes and existing MSN program courses.

b. If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

Should the minimum not be met in year four (4) of the enrollment period due to normal circumstances, the program will be evaluated and considered for discontinuance.

**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.

LC State has a well-established program assessment process that occurs every 3 years, on a rotating basis. The Nursing & Health Sciences Division conducts an assessment and develops a Unit Action Report (UAR) annually. The assessment process begins with program faculty creating program learning outcomes and setting benchmarks for each. Programs gather relevant data, compare data to established benchmarks, and analyze the overall results. The results inform changes to learning outcomes, benchmarks, and measurement tools. Findings also serve as the basis for the work plan, which specific programmatic changes resulting from data analysis. Throughout the next year, programs implement work plan actions. Upon approval, specific benchmarks and direct / indirect measurement tools for each program learning outcome will be established.

Additional metrics such as completion and placement rates and employer satisfaction, will provide important data on the quality of graduates and the usefulness of the program in assisting

nurses to advance on the career ladder. Graduate satisfaction will be assessed through an end of program survey and in an exit interview. Graduates will be prepared to take a national certification exam. Exam pass rates will provide insight into program effectiveness. To close the feedback loop, data will be reviewed and used, at least annually, to refine or modify course outcomes/ expectations, assignments, content of courses, and internship experiences.

The existing BSN program is fully accredited by the Commission on College Nursing Education (CCNE), and we are seeking accreditation for the existing MSN program.

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. With prior approval from the Board's Executive Director or designee, for programs that require specialized accreditation, external review for the accreditation process may supplant standard external peer review as provided in Board Policy III.G.<sup>1</sup>

	Not applicable.
13.	<b>Educator Endorsement/Certification Programs</b> . All new initial educator preparation programs that lead to an Idaho educator endorsement/certification require review and recommendation facilitated by the Office of the State Board of Education and approval from the Idaho State Board of Education.
	Will this program include a new initial educator preparation program leading to an Idaho educator endorsement/certification?
	Yes No _X
	If yes, on what date was the new program application endorsement/certification submitted to the Office of the State Board of Education (Educator Effectiveness Program Manager)?
	Date

All new program applications for endorsement/certification are submitted via CANVAS by the educator preparation provider dean, assistant dean, or director.

14. Three-Year Plan: If this is a new proposed program, is it on your institution's Board approved 3-year plan?

Yes	Χ	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.

<sup>&</sup>lt;sup>1</sup> For programs that require specialized accreditation, external review for the accreditation process may supplant standard external peer review as in Board Policy III.G.a.i (2) a.i and may occur after approval of the program by the Board, if and only if receipt of initial accreditation is required before any student enrolls in the program. Institutions must receive from the Executive Director or designee approval to supplant external peer review with specialized accreditation review prior to submitting a doctoral program proposal. Institutions shall submit a copy of the specialized accreditation report to the Board Office within 30 days of completion of the review.

Indicate (X) by each applicable statement:

The 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.
We failed to include it when we had the opportunity.
Other:

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.	62
Credit hours in required courses offered by other departments.	6 (program) 0-14 (pre-requisite)
Credit hours in institutional general education curriculum.	Core complete with prior bachelor's
Credit hours in free electives	0
Total credit hours required for degree program	68

**b. Curriculum.** Provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

Course Number	Course Name	Credits
NU 521	Preparation for NCLEX & Professional Practice	2
NU 524	Culturally Competent Nursing Care	3

NU 526	Complex Concepts of Nursing Care	3
NU 528	Practicum: Complex Concepts of Nursing Care (120 hrs)	2
NU 530	Family Health	4
NU 532	Practicum: Family Health (60 hrs)	1
NU 533	Health Information & Patient Care Technologies	3
NU 547	Evidence-Based Practice for Graduate Nursing	3
NU 564	Health Assessment	2
NU 566	Pathophysiology for Nursing	3
NU 568	Quality Improvement & Safety Management	3
NU 569	Principles of Business & Finance in Healthcare	3
NU 572	Pharmacology for Nursing I	2
NU 573	Pharmacology for Nursing II	2
NU 574	Foundations for Nursing Practice I	3
NU 575	Foundations for Nursing Practice 2	3
NU 576	Concepts of Nursing Care I	3
NU 578	Behavioral Health Nursing	2
NU 580	Population Health in a Global Society	3
NU 586	Concepts of Nursing Care II	3
NU 588	Practicum: Concepts of Nursing Care (180 hrs)	3
NU 598	MSN Practicum & Capstone (360 hrs)	6
BUS 512	Human Resource Management in Healthcare	3
BUS 560	Leadership	3
		68

**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 complete four (4) practicum courses for a total of 12 credits. The final practicum is a capstone course in which students complete a leadership project.

### 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.

Entry-level nursing program outcomes:

- 1. Graduates who are well prepared to function as a generalist nurse in various healthcare settings.
- 2. Graduates who are well prepared to participate as a member of interdisciplinary teams.
- 3. Graduates who are well prepared to understand and assume leadership roles in the healthcare system.
- 4. Stakeholder who are satisfied with the program curriculum and educational experience.
- 5. Students who graduate from the program.

Upon completion of the direct-entry MSN program, the graduate will:

- 1. Demonstrate administrative and/or practice leadership in a population health context.
- 2. Synthesize and disseminate evidence-based administrative and/ or practice leadership knowledge to improve health outcomes.
- 3. Be prepared to serve in leadership roles in clinical nursing, nursing education, or management.
- 4. Articulate methods, tools, performance measures, and standards related to quality, as well as apply quality and safety principles within an organization.
- 5. Collaborate across disciplines and with patients, families, and care teams to improve patient outcomes and enhance the healthcare experience.
- 6. Apply leadership communication skills, including health information management to lead and manage a team within a complex healthcare environment at individual and aggregate levels.
- 7. Demonstrate professionalism in all program activities reflective of nursing's value, and an attitude of personal growth and commitment to career-long learning.
- 8. Be prepared to successfully complete the American Organization for Nursing Leadership's Certified Nurse Manager and Leader or similar examination.

#### 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.

LC State has a well-established program assessment process that occurs every 3 years, on a rotating basis. The Nursing & Health Sciences Division conducts an assessment and develops a Unit Action Report (UAR) annually. The assessment process begins with program faculty creating program learning outcomes and setting benchmarks for each. Programs gather relevant data, compare data to established benchmarks, and analyze the overall results. The results inform changes to learning outcomes, benchmarks, and measurement tools. Findings also serve as the basis for the work plan, which specific programmatic changes resulting from data analysis. Throughout the next year, programs implement work plan actions. Upon approval, specific benchmarks and direct / indirect measurement tools for each program learning outcome will be established.

Additional metrics such as completion and placement rates and employer satisfaction, will provide important data on the quality of graduates and the usefulness of the program in assisting nurses to advance on the career ladder. Graduate satisfaction will be assessed through an end of program survey and in an exit interview. Graduates will be prepared to take a national certification exam. Exam pass rates will provide insight into program effectiveness. To close the feedback loop, data will be reviewed and used, at least annually, to refine or modify course outcomes/ expectations, assignments, content of courses, and internship experiences.

#### Resources Required for Implementation – fiscal impact and budget.

Organizational arrangements required within the institution to accommodate the change including administrative, staff, and faculty hires, facilities, student services, library; etc.<sup>2</sup>

- **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.

The current physical space provided for the nursing program is sufficient for teaching and learning purposes and to support the new Direct-Entry MSN pathway. The NHS division was the recipient of significant funding from both the college and the State of Idaho that provided for the design and construction of a nursing/health science building, Sacajawea (SAC) Hall, completed in 2009. The 60,000-square foot, two level building sits on approximately 1.9 acres and features six classrooms, seven science labs, two nursing labs that form the clinical resource center (CRC), a simulation suite, a family health simulation suite, one radiography lab, and 34 faculty offices with space for 36 faculty members. Each classroom is fully equipped with networked computers, document readers, video projection capability and DVD players. The three large classrooms, have audio and video capability for synchronous and asynchronous virtual meetings. In summer of 2018, the provost's office provided funds to add additional white boards to Sacajawea Hall classrooms to support biology, chemistry, and nursing instruction. The facility also has several student leisure areas.

There are two fully equipped nursing clinical resource center (CRC) labs, each with eight beds, a human simulation suite with four beds housing four high fidelity human simulation manikins, and a large one bed Family Health simulation suite containing a high-fidelity birthing and several pediatric and infant simulation manikins. Attached to the nursing labs are four report rooms used for simulation debriefing, and small group work. Each report room contains a networked computer and video/sound projection. There are low fidelity and other manikins in the CRC, a bariatric manikin and ceiling mount lift, an isolation room with anteroom, and one bay to simulate an outpatient clinic environment. The nurses' stations in the labs are equipped with networked computers. A state appropriation in FY09 supported the purchase of nursing skills lab equipment including beds, medication, and crash carts, IV poles and pumps, and manikins. In 2019, a local hospital donated 9 patient beds to replace outdated beds in the nursing labs. Student course fees and internal division funds offset the cost of supplies for lab classes, independent lab practice, scenario testing and human patient simulation. The Information Technology (IT) department supports the simulation lab regarding computerized equipment and problem-solving technology issues.

Several faculty-written grants have been funded to support equipment and facility

<sup>&</sup>lt;sup>2</sup>2 Financial Impact shall mean the total financial expenditures, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of establishing, modifying, or discontinuing a new instructional program, instructional unit, or administrative unit. *Revised per Board Policy III.G, June 2024.* 

maintenance, replacement, and expansion.

All full-time faculty have fully equipped private offices with individual computers, printers, and general office supplies. There is a separate office for adjunct instructors and a conference room available for meetings and small group work. Faculty also have access to a common NHS fax machine, copy machine, and a scanner. LCSC has laptop computers, projectors, and other AV equipment available for check out at any time.

**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?

The impact of the new program to existing physical resources will be minimal. Students pursuing the Direct-Entry MSN pathway will engage in the same classroom and lab activities as other nursing 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.

Not applicable.

- **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.

There are sufficient personnel in place to support addition of this program. The Direct-Entry MSN program will have a very modest impact on LC State Library resources. Given LC State's online presence and Coeur 'd'Alene Outreach Center, there is well established access to the library's holdings through online database and journal access, and through the inter-library loan program in place with partner institutions.

**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.

A modest increase in Library resources is required to support the MSN program. Additional resources include purchase of several online journals, and potentially a web-based commercial reference management software package. The annual cost of these resources is anticipated to be less than \$5,000 and has already been accounted for in the original MSN degree proposal.

#### 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

IRSA 40 of 96 TAB 3

will be needed to offer the necessary number of sections?

LC State has developed organizational structure to support the MSN degree. The institution has sufficient resource to initiate the Direct-Entry MSN program. This proposal is not expected to impact facilities or student support services.

**b. Existing resources**. Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

The institution has sufficient existing instructional, support, and administrative resources to support implementation of the new program pathway.

**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?

Impact of the new pathway will have minimal impact on existing programs. The same faculty and support staff of the LC State nursing programs will be utilized for the new pathway. Evaluation of program quality will occur through established annual evaluation processes.

**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.

It is expected that initially, this pathway will draw some students from the pre-licensure BSN program to the Direct-Entry MSN program. Over time, growth in capacity of both options is expected. It is anticipated that faculty teaching in the MSN program will be shared with the BSN program, based on nursing specialty. Therefore, as many as 5-6 faculty members could carry a combined MSN / BSN teaching assignment. There is sufficient faculty resource to initiate the pathway. The foundational nursing courses are offered now, and graduate students will engage in this coursework at the graduate level (500). As cohorts in both the pre-licensure BSN and the Direct-Entry MSN programs increase, with multiple ongoing cohorts, it is anticipated that a teaching load equivalent to two (2) FTE may be needed for delivery of the curriculum. In addition to reallocation of current faculty teaching assignment, adjunct instructors with necessary credentials and specialty content knowledge will be utilized. Positions would be allocated internally without a request for new appropriated resources.

#### 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?

With initial implementation of the program, it is anticipated that doctoral-prepared faculty currently teaching in the BSN program will teach some of the graduate courses. Additionally, qualified adjunct instructors will be utilized for specialized course content instruction. Initial implementation of the program will result in minimal impact on the existing nursing 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.

Not applicable.

#### 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?

Not applicable.

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?

Not applicable.

#### 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.

Not applicable.

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.

Not applicable.

- **22.** Using the excel <u>budget template</u> 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).

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FY 27

**FY 28** 

#### **ATTACHMENT 1**

FY 29

#### **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.

**FY 26** 

- 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

	• •		• •				• •	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments		6		10		12		12
B. Shifting enrollments				6		10		12
Total Enrollment	0	6	0	16	0	22	0	24
II. REVENUE								
III. NEVEROL	FY	26	FY	27	FY	28	FY	29
	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								
3. Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
New Tuition Revenues from Increased Enrollments	\$34,788.00		\$105,328.00		\$286,128.00		\$313,056.00	
5. Student Fees	\$3,762.00		\$8,082.00		\$32,772.00		\$32,772.00	
6. Other (i.e., Gifts)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$38,550	\$0	\$113,410	\$0	\$318,900	\$0	\$345,828	\$0

Ongoing is defined as ongoing operating budget for the program which will become part of the base. One-time is defined as one-time funding in a fiscal year and not part of the base.

#### **III. EXPENDITURES**

. EXPENDITURES	FY	26	FY	27	FY	28	FY	29
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE			1.0		2.0		3.0	
2. Faculty			\$75,000.00		\$130,000.00		\$205,000.00	
3. Adjunct Faculty								
4. Graduate/Undergrad Assistants								
5. Research Personnel								
6. Directors/Administrators								
7. Administrative Support Personnel								
8. Fringe Benefits			29848		55550		85398	
9. Other:								
Total Personnel and Costs	\$0	\$0	\$104,848	\$0	\$185,550	\$0	\$290,398	\$0
	FY		FY		FY		FY	
B. Operating Expenditures	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Travel								

**ATTACHMENT 1** 

2. Professional Services								
3. Other Services								
4. Communications								
5. Materials and Supplies			\$10,000.00		\$10,000.00		\$10,000.00	
6. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous								
Total Operating Expenditures	\$0	\$0	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0
	FY	26	FY	27	FY	28	FY	29
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay  1. Library Resources	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Library Resources	On-going \$0	One-time	On-going \$0	One-time		One-time	On-going \$0	One-time
Library Resources     Equipment								
Library Resources     Equipment		\$0		\$0		\$0		\$0_
Library Resources     Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0_

September 16, 2021

**ATTACHMENT 1** 

E. C	ther	Costs
------	------	-------

Utilites								
Maintenance & Repairs								
Other								
Total Other Costs	\$0	<u>\$0</u>	<u>\$0</u>	\$0	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	\$0
TOTAL EXPENDITURES:	\$0	\$0	\$114,848	\$0	\$195,550	\$0	\$300,398	\$0
Net Income (Deficit)	\$38,550	\$0	-\$1,438	\$0	\$123,350	\$0	\$45,430	\$0

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

Duagei	Notes (specify fow and add explanation where needed, e.g., i.A.,b. File is calculated using).
	calculations based on once annual cohort admission and FY25 resident tuition and fees
	Tuition calculated reflecting difference between graduate tuition and undergraduate tuition - for 1st two years anticipate undergraduate enrollment decrease equal to graduate enrollment increase. After 2 years, anticipate increased capacity in both programs so capturing all graduate tuition revenue.
	FY 26 = 2 semesters only for one cohort
D31	SP+SU grad tuition - SP UG tuition (UG do not take SU course)
D33	SP+SU grad fee minus SP undergrad fee (undergrad do not take SU course)
H31	2 cohorts in progress (6, 10) -calculating grad tuition for each term minus UG tuition for SP/FA terms as UG don't take courses in SU
H33	2 cohorts in progress (6, 10) -calculating grad fees for each term minus UG fees for SP/FA terms as UG don't take courses in SU
L31	As of FY 28 calculating revenue for DE MSN students without regard to lost UG tuition and fees



OFFICE OF THE PROVOST
AND EXECUTIVE VICE PRESIDENT

875 Perimeter Drive MS 3152 Moscow ID 83844-3152 208-885-6448 208-885-6558 [FAX] provost@uidaho.edu provost.uidaho.edu

April 4, 2025

Dear State Board of Education Colleagues:

The University of Idaho (U of I) writes to support Lewis-Clark State University's proposed Direct-Entry Master of Science in Nursing (MSN). As President Green has previously stated, U of I will support all Idaho public institutions' proposed health professions academic programs while the state's current shortage of healthcare professionals continues.

U of I submitted a Direct-Entry MSN proposal 11 months ago, which was paused from IRSA's consideration pending a healthcare summit. While we continue to support the idea of a summit to discuss broader healthcare strategies, we remain ready to collaborate to address Idaho's urgent nursing shortage. We welcome future discussions on this issue.

It is important to note that private, for-profit institutions are increasingly stepping in to meet demand for nursing education, as seen with <u>Grand Canyon University's</u> recent expansion to Meridian. To ensure public higher education remains central in nursing training and maintains high standards, we ask the state board to support a statewide approach involving all public institutions and host the healthcare summit referenced above.

We reaffirm our endorsement of LCSC's proposal, recognizing the critical need for this program to benefit Idaho citizens.

Sincerely,

Gwen Gorzelsky, Ph.D. Vice Provost for Academic Initiatives Professor of English

MOSCOW

BOISE

COEUR D'ALENE

**IDAHO FALLS** 

STATEWIDE RESEARCH AND EXTENSION



April 10, 2025

Dear Members of the Idaho State Board of Education,

Thank you for your continued leadership in guiding Idaho's public higher education system and for providing institutions the opportunity to advance proposals that address the state's most pressing workforce needs.

We would like to take a moment to respond to the recent letters from the University of Idaho regarding Lewis-Clark State College's (LC State) proposed graduate programs in nursing and teacher education.

We are very pleased to receive the University of Idaho's support for our proposed Direct-Entry Master of Science in Nursing (MSN) program. Their letter underscores the importance of public institutions leveraging proven programmatic and curricular strengths and stepping up in response to market demands.

Regarding the letter expressing concerns associated with our MAT proposal, while our proposal does overlap with sister institution teacher education graduate programming, we believe it can and would address a niche that LC State, as Idaho's original Normal School, is well positioned to serve. That said, we are committed to not only avoiding unnecessary duplication but coordinating and collaborating. As such we are withdrawing our MAT proposal at this time and look forward to engaging with sister institutions to discuss how we can leverage institutional strengths to collectively meet Idaho's K–12 teacher workforce needs.

We look forward to working alongside our sister institutions to develop thoughtful, coordinated solutions that strengthen the state's public higher education system and serve its citizens.

Thank you again for your leadership and commitment to Idaho's future.

Sincerely,

Fredrick M. Chilson, Ph.D.

Fredrick Chilson

Provost & Vice President for Academic Affairs Administration Building 209 Lewis-Clark State College 500 8th Avenue / Lewiston, ID 83501 208-792-2213 / fmchilson@lcsc.edu

#### **SUBJECT**

**Dual Credit Report and Recommendations** 

#### REFERENCE

June 2009 The Board approved the first reading of Board Policy

III.Y Advanced Opportunities.

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.

December 2023 The Board approved the first reading of Board Policy

III.Y.

February 2024 The Board approved the second reading of Board

Policy III.Y.

April 2025 The Board heard the recommendations as an

information item.

#### APPLICABLE STATUTE, RULE, OR POLICY

Section 33-4605, Idaho Code

Idaho State Board Governing Policy III.Y. Advanced Opportunities

#### **BACKGROUND / DISCUSSION**

Idaho's dual credit program allows high school students to earn college credit and has become a key part of the state's education strategy. Supported by the Advanced Opportunities (AO) funding model, the program now serves 45,091 secondary students, 92% of whom are enrolled at one of Idaho's public postsecondary institutions. Dual credit students account for 27–48% of community college and 10–16% of four-year institution enrollments. Given its scale and impact, the program merits close evaluation and strategic support.

In fall 2023, the Idaho State Board of Education launched a comprehensive review of the dual credit program, prompted by significant growth since AO funding began in 2016. With an annual state investment of \$24.5M, the review focuses on how well the program supports student success and where improvements can be made. Data sources included state and national reports, academic research, and feedback from over 20 listening sessions with students, parents, educators, and program leaders. An internal audit also assessed alignment with Board policy and financial practices; it informs this report and the recommendations.

The review identified strengths in Idaho's student-centered funding approach, particularly in improving rural access and fostering academic momentum.

However, it also highlighted opportunities to enhance quality, reduce redundancy, expand access, and support long-term sustainability.

#### **IMPACT**

The report includes several recommendations, which, if adopted by the Board, would provide clear direction for Board staff and the institutions over the next several years to ensure a robust and purposeful dual credit program in the state.

#### **ATTACHMENTS**

Attachment 1 – Dual Credit Report and Recommendations

Attachment 2 – Slide Deck of Dual Credit Recommendations

Attachment 3 – Internal Audit Report - Dual Credit Administration FY25

#### STAFF COMMENTS AND RECOMMENDATIONS

This report and recommendations were discussed with the Council on Academic Affairs and Programs on March 27, 2025, and May 29, 2025, with the Instruction, Research and Student Affairs committee on April 5, 2025, and June 5, 2025, and with the Board on April 16, 2025. No concerns have been raised. Board staff recommends approval of these recommendations.

#### **BOARD ACTION**

I move to approve the dual credit program strategic vision statement and the three recommendations that direct Board staff to establish metrics of success; develop a Credit with a Purpose Framework; and enhance dual credit collaboration and systemness while reducing unnecessary duplication.

Moved by	Seconded by	Carried Yes	No
<i>,</i> — — — — — — — — — — — — — — — — — — —		<del></del>	

# Idaho's Dual Credit Program 2023-2024 Comprehensive Review

### **Executive Summary**

#### Overview

Idaho's dual credit program, which enables high school students to complete college coursework while still in high school, has become a cornerstone of the state's educational strategy. Through the innovative Advanced Opportunities (AO) funding model, Idaho has positioned itself as a national leader in dual credit education. Currently, dual credit students comprise 27-48% of community college enrollment and 10-16% of four-year institutional enrollments in Idaho, with 45,091 secondary students participating statewide in the 2023-2024 school year. Of these students, 92% are enrolled at one of Idaho's eight public postsecondary institutions<sup>1</sup>. A program of this size and impact deserves close examination and strategic support.

The Idaho State Board of Education staff initiated a comprehensive review of the state's dual credit program in Fall 2023. This review was prompted by the significant growth in dual credit participation since the implementation of Advanced Opportunities (AO) legislative funding in 2016, with current state investment in dual credit courses reaching \$24.5M annually. The review assesses the dual credit program's effectiveness in supporting student learning and identifies opportunities for improvement, ensuring the program's long-term sustainability and relevance in Idaho's educational landscape.

The central question guiding the review was: **How well does dual credit support student learning and success in Idaho?** Additional questions that guided analysis are detailed below. The year-long review combined data from various sources, including recent state and national reports, a synthesis of academic literature, and extensive stakeholder input through over 20 listening sessions. Staff engaged high school teachers and counselors, dual credit program leaders, postsecondary faculty, students, and parents in these listening sessions. Additionally, an independent internal audit of dual credit programs at Idaho's postsecondary institutions was conducted to assess the programs' fidelity to Board policy and sound financial practices.

### **Key Findings**

The findings highlight key strengths of Idaho's unique, student-centered approach to funding dual credit via AO. In particular, recent efforts to increase access for rural students has positively impacted academic momentum and student confidence. Successful participation in dual credit is correlated with postsecondary enrollment and success<sup>2</sup>. Additionally, there are clear areas for

<sup>&</sup>lt;sup>1</sup> Cathleen McHugh, 2025. Idaho State Board of Education, 2025.

<sup>&</sup>lt;sup>2</sup> WICHE, 2021. "<u>Evaluation of Idaho's Dual Credit Funding Through Advanced Opportunities</u>," Idaho State Board of Education, 2021, "Idaho State Board of Education Research Report: Dual Credit."

growth around enhancing program quality, expanding access, reducing duplicative efforts, and ensuring long-term sustainability.

#### Recommendations

Dual credit in Idaho will be enhanced through improvements in three key areas, which are described in further detail at the end of this report:

- Strategic Vision: Set the State Board of Education's strategic vision for dual credit, establish clear metrics for success, and align the dual credit strategy with postsecondary and workforce goals.
- **Purpose**: Promote a "credit with a purpose" framework and create structured course sets and program pathways aligned with students' educational and career goals; support and expand graduate education for teachers in the associated areas.
- Collaboration and Systemness: Reduce redundancy and improve the student experience through establishing regional agreements, national accreditation, and system-level support.

### I. Introduction and Background

### **Dual Credit Program Context**

The landscape of early college access in Idaho transformed dramatically with the 2016 introduction of Advanced Opportunities (AO) funding, building upon the foundation laid by the state's 1995 dual credit initiative<sup>3</sup>. Through AO, students can access funds for accelerated high school coursework, specialized assessments, and both academic and career-technical college courses. The program's impact is evident in the numbers: by 2023, Idaho invested \$24.5M specifically in dual credit opportunities, which comprise 87% of all AO funding utilization. This substantial commitment has yielded results, with more than half of Idaho's high school graduates now completing college coursework before receiving their diplomas.

### **Dual Credit Review Methodology**

The main question framing this review is centered on **how well dual credit supports student learning and success in Idaho**. However, this report is organized by several related questions, in addition to the primary question, as follows:

- What is dual credit in Idaho? What are all of the pieces, aspects, and stakeholders?
- How well does dual credit support student learning and success in Idaho?

<sup>&</sup>lt;sup>3</sup> In 1995, the Idaho Legislature enacted Idaho Code 33-203 entitled "Dual Enrollment." The original 1995 language provided that "[t]he parent or guardian of a child of school age who is enrolled in a non-public school shall be allowed to enroll the student in a public school for dual enrollment purposes." The statute further provided that "[t]he board of trustees of the school district shall adopt procedures governing enrollment pursuant to this section." The "public school" in Idaho Code 33-203 referred to the traditional school district, as it clearly mandated the board of trustees of each school district to adopt procedures for dual enrollment. Furthermore, public charter schools did not exist in 1995; the legislation allowing for the creation of charter schools was first enacted by the Idaho legislature in 1998. From Idaho Department of Education, 2022. "Dual Enrollment Q&A."

- Where does dual credit in Idaho need more or different support?
- What are the goals of dual credit in Idaho? How well is the dual credit program meeting those goals? Do any of the goals need revision?

The comprehensive review process employed a multi-faceted approach to gather and analyze data:

- Stakeholder Engagement: In 2023-2024, staff of the Idaho State Board of Education ("Board") held over twenty listening sessions with high school teachers and counselors, postsecondary faculty liaisons, general education faculty committees, dual credit program directors, students, and parents.
- Professional Development and Research: Board staff attended and participated in monthly meetings of dual credit program leaders, attended the national dual credit conference (NACEP), and reviewed other state dual credit programs and policies.
- 3. Dual Credit Internal Audit: In 2024, the Board's independent Statewide Audit team analyzed the dual credit program at each institution. Their synthesis and recommendations inform the recommendations in this report.
- 4. Document Analysis: Board staff reviewed and synthesized several evaluations of and reports on dual credit in Idaho as well as selected current national dual credit studies. Key reports reviewed include evaluations by WICHE (Western Interstate Commission for Higher Education), Saffron Ventures Consulting, the Office of the State Board of Education, and the Presidents' Leadership Council Dual Credit Working Group.

### II. Program Impact Findings

# What is dual credit in Idaho? What are all of the pieces, aspects, and stakeholders?

Dual credit courses provide an opportunity for students to complete college courses prior to graduating from high school. With AO funding, high school students complete these college courses with no direct tuition costs to themselves or their families. In 2019, the tuition rate was set at \$75/credit for dual credit courses taken through a qualified high school teacher; some postsecondary institutions also apply that rate for on-campus classes.

Nationally, dual credit programs are popular because of their perceived benefits in at least three areas: easing the transition to college, increasing postsecondary retention rates, and motivating students with challenging coursework while in high school.<sup>4</sup>

There are multiple models of dual credit delivery in Idaho, which has enabled its expansion into rural areas. Eligible high school students may enroll in on-campus or online classes offered either directly through the postsecondary institutions or hosted via Idaho Digital Learning Academy

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<sup>&</sup>lt;sup>4</sup> J. Mark Browning. 2022. "The Impact of Dual Credit on Idaho Students Through the Advanced Opportunities Act of 2016: A Qualitative Case Study." Dissertation. Idaho State University.

(IDLA). However, the most common model of dual credit here, as in other states, engages eligible high school teachers in delivering college courses in the high school setting. Teachers are recommended for hiring, mentored, and supervised by the dual credit program and disciplinary faculty at the participating postsecondary institution. In this model, high school students receive credit for their high school course and the college course at the same time.

Because dual credit brings a postsecondary function into the secondary setting, it engages many stakeholders: students and parents; high school teachers, counselors, and administrators; postsecondary dual credit program leaders, faculty, and administrators; the Idaho Department of Education, which coordinates the AO funding program; and the Idaho State Board of Education, which reviews and approves academic and career technical education programs at the postsecondary institutions. Funding decisions impact secondary school districts and postsecondary institutions alike. School districts are required to offer at least one advanced opportunity, and most make multiple dual credit courses available to their students.

In general, students appreciate the opportunity to engage with challenging college courses and high school teachers appreciate the opportunity to teach these courses. Some high school teachers and counselors noted that students can face undue pressure to complete as many courses as possible and maximize their use of AO funds without understanding the postsecondary implications of credit accumulation. High school counselors appreciate dual credit programs and also sometimes feel underprepared to provide college advising, especially with the number of postsecondary institutions that are involved. While Idaho postsecondary institutions do provide advising, students are often completing courses through multiple institutions, which can bring challenges for individual students.<sup>5</sup>

### How well does dual credit support student learning and success in Idaho?

Learning is a complex process that unfolds over time, in relationship with other people. Dual credit, which offers accelerated opportunities for students, engages them in challenging, rigorous material, often in highly engaged settings. Students report appreciating the challenge of faster-paced classes while still learning with their high school peers. They note that the classroom environment of a college course in high school attracts students who are focused and engaged. Teachers enjoy teaching college-level courses and express appreciation for the support and mentorship they receive from their postsecondary colleagues<sup>6</sup>. There are a number of additional ways in which the dual credit program supports student learning:

Increases College Readiness: Dual credit programs provide students with early exposure to college-level coursework and expectations. By engaging in rigorous college-level coursework, students can develop enhanced academic skills, study habits, and time management abilities. These experiences can better prepare students for the demands of postsecondary education,

<sup>&</sup>lt;sup>5</sup> Listening Sessions, 2024. One particular challenge relates to costs associated with acquiring official transcripts from multiple institutions when a student is matriculating into the institution of their choice.

<sup>&</sup>lt;sup>6</sup> Listening Sessions, 2024.

facilitating a smoother transition to college.<sup>7</sup> High school teachers described their sense of responsibility as they worked to introduce students to increased expectations and independent responsibility, and most research indicates that students who participate in dual credit are more likely to go to college than those who do not.<sup>8</sup>

Creating Academic Momentum: Dual credit participation can foster a sense of academic momentum, leading to increased motivation, aspirations, and a stronger commitment to pursuing postsecondary education. The successful completion of college-level courses while in high school can boost student confidence and self-efficacy, encouraging them to continue their educational journey. At some of Idaho's community colleges, where high school students participate in oncampus courses, faculty report that they appreciate these students' engagement and their willingness to stretch themselves academically. In Idaho, research indicates that students who earn more dual credits in high school are more likely to continue to college and earn college degrees in fewer years than students who complete no or few dual credit courses.

Increasing Affordability: Dual credit programs offer Idaho students the opportunity to earn college credits with no tuition costs. High school counselors from rural areas described the positive impact dual credit courses have on their schools as it elevates academics and motivates students to take their coursework seriously, and many noted the financial incentives of future savings that encourage students to participate. This can lessen the total financial burden of college, making postsecondary education more accessible, particularly for students from low-income backgrounds. Ideally, these cost savings can also free up financial resources for students to pursue other educational opportunities or enter the workforce sooner. The "informal cost analysis" in a recent study indicates that Idaho's investment in dual credit is nearly doubled by the savings families receive. 12

#### Where does dual credit in Idaho need more or different support?

Idaho's student-first approach to funding via AO has provided many opportunities for students and has significantly eased financial concerns. At the same time, the increased pressure for more dual credit across the state has led to additional pain points, particularly as experienced secondary teachers have retired or left the state. The dual credit program faces several challenges:

<sup>&</sup>lt;sup>7</sup> WICHE, 2021. "Evaluation of Idaho's Dual Credit Funding Through Advanced Opportunities."

<sup>&</sup>lt;sup>8</sup> Multiple reports cite correlational, but not causal, relationships between dual credit participation and later success in college: Hechinger, 2024. "<u>Dual Enrollment has Exploded. But It's Hard to Tell if It's Helping More Kids Get a College Degree</u>," Listening Sessions, 2024. WICHE, 2021. "<u>Evaluation of Idaho's Dual Credit Funding Through Advanced Opportunities</u>." Idaho State Board of Education, 2021. "<u>Idaho State Board of Education Research Report: Dual Credit</u>." <sup>9</sup> Listening Sessions, 2024.

<sup>&</sup>lt;sup>10</sup> Idaho State Board of Education, 2021. "Idaho State Board of Education Research Report: Dual Credit."

<sup>&</sup>lt;sup>11</sup> Max Eden, 2020. "Advanced Opportunities: How Idaho is Reshaping High Schools by Empowering Parents,"

<sup>&</sup>lt;sup>12</sup> Tracey King Schaller et al., 2023. "A Systematic Review and Meta-Analysis of Dual Enrollment Research," WICHE, 2021. "Evaluation of Idaho's Dual Credit Funding Through Advanced Opportunities."

Limited Program Oversight and Consistency: Dual credit in Idaho has flourished in an environment with significant institutional leadership, professional goodwill, and hard work at the practitioner level. Idaho State Board of Education Policy III.Y, Advanced Opportunities, requires public postsecondary institutions to meet rigorous criteria for dual credit program quality, and many of the institutions' programs are accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP), although such accreditation is not currently required by Board policy. In addition, several private postsecondary institutions also offer dual credit as part of the AO program, and some of these are not NACEP accredited and are not required to follow Board policy or submit data to the state for oversight purposes. Significantly, there are not currently any Board staff members solely dedicated to a \$24.5M program that spans independent secondary school districts and postsecondary institutions, meaning there is limited capacity to ensure institutions are meeting the requirements of Board policy.

During the year of this comprehensive review, the Board's Statewide Audit team also conducted an independent audit of dual credit programs at the eight public postsecondary institutions. Their findings largely fall under challenges related to program oversight and consistency and they are discussed in more detail in the recommendations section below. Their findings echo many of those found in the 2021 Presidents' Leadership Council Dual Credit Working Group's report, in the Listening Sessions, and in the broader themes in the national conversation and reports about dual credit.<sup>13</sup>

Varying Quality Standards for Teacher Qualifications: The lack of consistent standards for teachers to qualify to teach dual credit qualifications, as well as inconsistent oversight processes across Idaho raises concerns about the quality and rigor of dual credit instruction.<sup>14</sup> Inconsistencies in instructor credentials, curriculum alignment, and assessment practices can create disparities in student learning experiences and , while rare, could cause students to repeat coursework when they are in college. On the postsecondary side, institutional dual credit leaders have felt as though they should always be expanding dual credit offerings; the decline of qualified secondary teachers has attenuated the pressure to approve teachers who would not have been approved in the past.<sup>15</sup> While Idaho has significantly expanded funding for dual credit, the state has not expanded funding for teacher graduate education, which is generally necessary for college-level instruction.<sup>16</sup>

**Misalignment with Degree Requirements and Excess Credit Accumulation:** In general, dual credit offerings at the public postsecondary institutions are largely in general education, which are highly transferable courses that count toward a degree<sup>17</sup>. However, there can be some

<sup>&</sup>lt;sup>13</sup> See Appendix 2.

<sup>&</sup>lt;sup>14</sup> Listening Sessions, 2024, Presidents' Leadership Council Dual Credit Working Group Findings 2019.

 $<sup>^{15}</sup>$  Across the US, 51% of teachers have a master's degree or higher, while only 42% of Idaho teachers have a master's degree. See <a href="https://nces.ed.gov/fastfacts/display.asp?id=58">https://nces.ed.gov/fastfacts/display.asp?id=58</a> and <a href="https://nces.ed.gov/surveys/ntps/tables/ntps1718\_fltable04\_t1s.asp">https://nces.ed.gov/surveys/ntps/tables/ntps1718\_fltable04\_t1s.asp</a>

<sup>&</sup>lt;sup>16</sup> Idaho State Board of Education Dual Credit Audit Synthesis, 2024. NACEP, 2024. "Equity Starts With Quality: The Essential Role of State Policy in Shaping the Future of Dual Enrollment."

<sup>&</sup>lt;sup>17</sup> Idaho State Board of Education, 2021. "<u>Idaho State Board of Education Research Report: Dual Credit.</u>"

misalignment between dual credit courses completed and actual college degree requirements as students sometimes complete the dual credit courses that are offered at their high school without understanding a college degree plan<sup>18</sup>. Students may accumulate credits that do not apply to their chosen field of study, leading to elective credits that do not always contribute meaningfully to their educational goals. Accumulating excess credit can, in turn, cause students' financial aid to be jeopardized years later. It is important to note that the issue of excess credit accumulation is not isolated to dual credit students, as fully matriculated college students also frequently accumulate excess credits when they change majors. However, the issue is exacerbated with dual credit because most high school students have not yet declared a major, increasing the likelihood that some dual credits won't count toward their chosen degree requirements when they go on to college after high school.

**Uneven Access:** While dual credit programs have expanded in Idaho, concerns persist regarding access for all student populations. Students from underrepresented groups, including rural, first generation, and those from low-income backgrounds, may face barriers to participation, such as limited course availability and a lack of awareness or guidance. This unequal access can perpetuate existing educational disparities and hinder the potential of these programs to promote college success for all students. Additionally, rural teachers have less access to inperson graduate education programs.<sup>19</sup> Rural schools often have fewer classes and might not have enough students for a whole class; however, this is where IDLA is especially helpful in providing some options for such contexts.

Potential for Reduced High School Engagement: In some cases, the focus on dual credit coursework and the familial pressure to maximize AO funding may detract from students' engagement in other valuable aspects of high school education, particularly when students are attempting a high number of dual credit classes in pursuit of an associate's degree. Students may prioritize dual credit courses over extracurricular activities, elective subjects, or opportunities for broader personal and social development. This narrowing of the high school experience could potentially limit students' overall educational growth and well-roundedness.

# What are the goals of dual credit in Idaho? How well is the dual credit program meeting those goals? Do any of the goals need revision?

The increased funding of dual credit came as Idaho and the nation focused increasing attention on postsecondary acceleration and credential attainment. In 2017, the Governor's Higher Education Task Force recommended "Improved Certificate and Degree Completion;" just a few years later, the Board's Complete College Idaho (CCI) plan further refined this goal through the adoption of a number of strategies designed to improve postsecondary credential completion. The first CCI strategy includes supporting "accelerated high school to postsecondary and career pathways," which includes dual credit. This political, cultural, and financial support has enabled

<sup>&</sup>lt;sup>18</sup> Listening Sessions, 2024.

<sup>&</sup>lt;sup>19</sup> Tracey King Schaller et al., 2023. "A Systematic Review and Meta-Analysis of Dual Enrollment Research,"

dual credit to expand rapidly; institutions have responded quickly through expanding their dual credit offices and investing in teacher mentoring. Increasing use of the IDLA platform has increased access for students in rural areas. At the same time, the growth has meant that many people in the system – students, parents, superintendents, dual credit leaders, advisors – receive either an implicit or explicit message that more is better. Institutions struggle to maintain high-quality mentoring and teacher qualification expectations in an environment that promotes unending expansion.

More is not always better. Establishing some clear and reasonable goals, updated for Idaho's current context, will enable the dual credit program to thrive and grow in purpose and quality to improve student learning and success after high school. Strategically improving access will have a broader impact on more students than will increasing the overall number of dual credits accumulated by Idaho students.

#### III. Recommendations

Based on this review, which includes a synthesis of earlier recommendations, reports, and the input from the independent audit, the following recommendations are presented in alignment with three key themes: **strategic vision**, **student-centered purpose**, and **collaboration/systemness**. These themes will provide the foundation for strengthening Idaho's dual credit program to maximize its impact on students, educators, and postsecondary institutions across the state.

#### Recommendation One: Adopt a Strategic Dual Credit Vision.

It is recommended that the Board **adopt a strategic vision** that will serve as the guiding framework for the implementation and further development of the recommendations outlined in this report. This vision should be ambitious yet actionable, reflecting the state's leadership in dual credit programs and its commitment to continuous improvement.

#### **Proposed Strategic Vision:**

Idaho's dual credit program enhances student self-advocacy, learning, and success by promoting purposeful, high-quality college courses and course sequences that provide students with a route into a broad array of postsecondary destinations in Idaho, whether academic or career-technical.

This vision acknowledges the significant growth and widespread adoption of dual credit in Idaho, which has been driven by robust legislative funding, notably the AO program, and a supportive policy framework from the state's legislative body and the Board. It reinforces Idaho's position as a national leader in dual credit programs and presents a cohesive direction to shift the focus from rapid expansion to ensuring high-quality, relevant course sequences that meet varying student needs and aspirations. By focusing on quality over quantity, the vision aims to empower students

to pursue both academic and career-technical pathways, aligning dual credit opportunities with college and career planning that spans secondary and postsecondary education.

#### Recommendation Two: Establish Clear Metrics for Success.

Staff should be directed to collaborate with institutions and stakeholders to establish clear, measurable metrics of success that are closely aligned with students' academic and career goals, as well as with the strategic vision outlined above. One common theme from stakeholder feedback was that institutions often face pressure to expand dual credit offerings rapidly, yet there are few clear statewide benchmarks for quality or impact. While many institutions have developed their own localized metrics, a unified set of standards is necessary to ensure alignment across the state.

These metrics should go beyond simply measuring the quantity of dual credits earned. Instead, they should emphasize the quality, relevance, and accessibility of dual credit opportunities. Key indicators should include the degree to which courses align with students' educational and career goals, the availability of courses statewide, the quality of instruction, and student engagement in meaningful, rigorous coursework. Additionally, metrics should focus on increasing access to dual credit for all students, ensuring increased access and improved outcomes. Developing these metrics will help Idaho's educational system focus its resources on initiatives that are truly aligned with students' needs and will provide stakeholders with the tools needed to assess progress toward shared goals.

Recommendation Three: Develop and Implement a "Credit With a Purpose" Framework. Staff should be directed to work with institutions, secondary partners, and stakeholders to develop a "Credit with a Purpose" framework that includes structured course sequences aligned with students' educational and career goals. By providing clearly defined pathways, this framework will help guide students in making informed decisions about their dual credit courses, set expectations for success, and serve as a guide for advising and instructional support.

The "Credit with a Purpose" framework will include multiple pathways that reflect different levels of dual credit attainment based on students' goals. For example, a student may choose to take one dual credit course to build confidence or a foundational understanding of college-level work. Others may pursue GEM Core 1, which offers a set of five core general education courses applicable to a variety of degree programs (AAS, AA/AS, BA/BS, and BAS). Some students may opt to complete the full GEM general education core (GEM Core 2) or combine it with career and technical education (CTE) certifications to create more targeted, career-ready outcomes.

By focusing dual credit offerings on intentional, goal-oriented pathways, institutions will be better equipped to support students' long-term academic and professional aspirations. This approach will also allow institutions to invest more strategically in professional development for educators and enhance advising practices that guide students along their chosen pathways. Importantly, this model will not diminish the option for students to pursue an associate degree

(AA or AS); rather, it ensures that students are not pressured into unnecessary credit accumulation, allowing for more efficient progression toward their postsecondary goals.

### Recommendation Four: Enhance Dual Credit Collaboration and Systemness While Reducing Unnecessary Duplication.

Staff should be directed to work with institutions and stakeholders to **enhance collaboration and systemness** across dual credit programs by reducing redundancies, standardizing processes, and improving the overall student experience. These improvements, many of which were highlighted in the independent audit report, are critical to ensuring that dual credit programs function efficiently and effectively across the state. Here are specific actions to achieve this recommendation:

- Advocate for Strategic Financial Support: Dual credit is a far-reaching program that
  spans secondary and postsecondary systems. However, it is challenged by fragmented
  systems and processes. The Board should advocate for funding that promotes
  systemness, in particular: a statewide dual credit registration system and a statewide
  transcript platform.
- Establish Broad Collaborative Regional Partnerships: The Board should require
  institutions and high schools to form regional collaborative partnerships with clear roles,
  expectations, and opt-out provisions, ensuring equitable access to dual credit
  opportunities for all students across Idaho. Partnership agreements between high schools
  and postsecondary institutions should be standardized to ensure consistency in course
  offerings, teacher compensation, and other key program elements.
- Require NACEP Accreditation: The Board should require all institutions offering dual credit in Idaho to receive accreditation through the National Alliance of Concurrent Enrollment Partnerships (NACEP). This accreditation will ensure that institutions meet high standards for quality, rigor, and consistency in dual credit offerings.
- Monitor and Coordinate: Board staff should develop systems for tracking dual credit
  offerings, teacher qualifications, and course availability statewide. This will allow for
  better coordination and help ensure comprehensive access to dual credit opportunities
  across all regions of Idaho.
- Require Financial Transparency: The Board should require each institution to establish and maintain a sustainable, self-supporting financial model, if not already in place, where all dual credit funding is reinvested to support program needs, such as professional development and graduate education for high school teachers, provision of textbooks, and consistent compensation for faculty liaisons. This will promote program stability and improve the overall quality of dual credit offerings. To ensure that dual credit revenue is only used to support dual credit programs, the Board should require all institutions to submit periodic dual credit financial and performance reports. The Board should require school districts receiving dual credit funding to submit reports demonstrating how all funds were used to support dual credit course offerings.
- Support the Development of Collaborative Graduate Certificates for In High-Demand
   Content Areas: The Board should encourage postsecondary institutions to collaborate on

- creating accelerated online or high-flex graduate certificate programs in high-demand content areas for dual credit teachers, ensuring they are well-equipped to deliver high-quality instruction that meets the needs of both high school students and postsecondary institutions. The Board may desire to advocate for additional funding from the Legislature to support this effort.
- Require Data Reporting and Compliance: The Board should require all institutions that
  provide dual credit to Idaho students to fully participate in data reporting, accreditation
  processes, and compliance with new program guidelines. This will ensure consistency in
  program quality and provide the data necessary to assess and improve dual credit
  offerings.

#### Recommendation Five: Revise Policy to Align With Vision, Metrics, and Goals.

Following adaptation of these recommendations, Board staff should be directed to revise Board Policy III.Y Advanced Opportunities, and support revisions to Idaho statute to align with and promote these recommendations. Board staff should also review and revise internal job descriptions to ensure that the necessary support structures are in place for the successful implementation of these recommendations.

Appendix 1: Applicable Legislation, Rule, and Policy

#### Idaho Statute 33.46 Advanced Opportunities

Students in Idaho public schools receive \$4,625 for educational opportunities in grades 7-12, covering:

- Overload courses (\$225 max per course)
- Dual credits (\$75 max per credit hour)
- College-level exams (AP, IB, CLEP)
- Career technical training
- College entrance exams

Key aspects of the legislation:

- Early graduates qualify for scholarships based on years skipped
- Parents can enroll children in courses independently
- Schools must provide guidance, establish timelines, and help with enrollment
- Failed courses must be retaken at student's expense before more funding
- State must reimburse schools within 125 days
- Program requires both parent and student agreement

#### Idaho Rule 08.02.03 - 106.01: Advanced Opportunities Requirement.

All high schools in Idaho shall be required to provide Advanced Opportunities, or provide opportunities for students to take courses at the postsecondary campus. (3-15-22)

#### **Board Policy III.Y Advanced Opportunities.**

This policy supports a seamless public education system by providing standards for four main programs: Advanced Placement (AP), dual credit, microcredentials (replacing technical competency credits), and International Baccalaureate (IB).

The policy's key goals include:

- Enhancing regional educational opportunities
- Supporting economic development
- Facilitating collaboration between education levels
- Reducing educational costs for students
- Creating smooth transitions between secondary and postsecondary education for Idaho students.

For dual credit courses, standards cover curriculum, faculty qualifications, student eligibility, and program evaluation. Courses must match college-level standards, and instructors must meet postsecondary teaching requirements or receive additional training.

#### Appendix 2: Annotated Reports

#### **Idaho Dual Credit Program Evaluations**

Bransberger, Peace, Jason Taylor, Patrick Lane, and Colleen Falkenstern. (2021). "Evaluation of <a href="Idaho's Dual Credit Funding Through Advanced Opportunities">Idaho's Dual Credit Funding Through Advanced Opportunities</a>," Western Interstate Commission for Higher Education (WICHE).

This document is an independent evaluation report on the effectiveness of Idaho's dual credit program, funded through the Advanced Opportunities (AO) program. The report examines the impact of the program by analyzing data from the Idaho State Longitudinal Data System (SLDS) and the Idaho State Department of Education (SDE) AOs database. The report aims to determine the appropriateness of using AO funds for dual credit students. The evaluation focuses on three key areas: the fiscal impact of the program, the number of credits earned by students, and postsecondary outcomes of dual credit students. The report's key findings suggest that dual credit participation has increased substantially since the implementation of the AO program in 2016, which has resulted in increased state spending. The report also finds that dual credit students are more likely to go on to college and earn higher GPAs than their peers who did not participate in dual credit. Finally, the report concludes that the program is an appropriate use of state funds, but it recommends that Idaho continue to conduct ongoing research and evaluations to further assess the program's impacts and identify opportunities for improvement.

Eden, Max. (May 2020). "Advanced Opportunities: How Idaho is Reshaping High Schools by <u>Empowering Students</u>," Manhattan Institute.

This business process analysis examines the processes for creating and delivering dual credit offerings, raising student awareness about dual credit, and registering students in dual credit courses. The report highlights the diversity of dual credit delivery models in Idaho and provides recommendations for enhancement, including aligning program features with best practices, investing in course registration systems, and facilitating credit transfer.

Saffron Ventures Consulting. (2021). "Business Process Analysis of Idaho's Dual Credit System."

This document is a business process analysis of Idaho's dual credit system, which allows high school students to earn college credit while still in high school. The report, conducted by Saffron Ventures Consulting in 2021, aims to identify the strengths and weaknesses of the system and make recommendations for improvement. It examines the processes involved in creating and delivering dual credit courses, raising student awareness about dual credit opportunities, registering students in dual credit courses, and managing AOes funding, a state program that helps pay for dual credit courses. The report highlights the significant growth of dual credit in Idaho and the challenges of managing this growth, emphasizing the need for collaboration between high schools and colleges to ensure the success of the system.

Idaho State Department of Education. (2023, 2024). "Advanced Opportunities Program Totals 2023" and "Advanced Opportunities Program Totals 2024."

This annual report includes financial information related to AO funding. AO funds a variety of advanced opportunities, including accelerated high school coursework, advanced proficiency tests, and career-technical certifications. The majority of the funding goes to dual credit (\$24,594,497.80 out of 28,934,703.32). The report includes breakdowns per institution, advanced opportunity type (AP, IB, workforce training, accelerated courses, dual credit) as well as high school participation rates and funding. Also includes participation by student demographic types.

Office of the State Board of Education. (2021). "Dual Credit Report Final 2020."

This research report examines the implementation and impact of the AO program, specifically focusing on its dual credit component. The report analyzes data from FY2020 and compares it to previous years to understand how the program's changes have affected student access, participation, and outcomes. The report explores demographic disparities in participation, course selection, and academic performance. It then delves into the relationship between dual credit participation and postsecondary enrollment rates, degree attainment, and time to completion. Ultimately, the report aims to provide a comprehensive understanding of the effectiveness and equity of the AO program in Idaho, highlighting areas for improvement and future research.

Office of the State Board of Education. (2024). "<u>Dual Credit in Idaho's Public Postsecondary Institutions.</u>"

This dashboard provides the most recent data on Idaho's public postsecondary institutions and the dual credits that they provide. It does not include other private entities that offer dual credit.

Presidents' Leadership Council. (2021). "Dual Enrollment Working Group Recommendations."

This report outlines recommendations from the Presidents' Leadership Council Dual Enrollment Working Group in Idaho. The working group recommends creating regional dual enrollment approaches, moving to a centralized flat-rate pay system for dual enrollment teachers, funding 18 credits of graduate coursework for teachers, conducting an annual review of the statewide articulation agreement, and establishing a centralized transcript service.

#### **Selected National Dual Credit Reports**

Barshay, Jill. (October 28, 2024). "Dual Enrollment has Exploded. But it's Hard to Tell if It's Helping

More Kids Get a College Degree." Hechinger Report.

This article synthesizes recent research on the rapid rise of dual credit programs where researchers are trying to understand "who is taking advantage of these early college classes, whether they're expanding the pool of college-educated Americans, and if these extra credits help students earn college degrees faster and save money. The research is mixed as it is still challenging to extricate causality.

Fink, John and Davis Jenkins. (Oct 2023). "Rethinking Dual Enrollment as an Equitable On-Ramp to a Career-Path College Degree Program After High School," CCRC.

Conventional dual enrollment programs are too often "programs of privilege" and result in "random acts of dual enrollment." The DEEP framework, or dual enrollment equity pathways, represents a promising strategy for transforming the high-school-to-college transition into a more effective pathway to postsecondary success and career-path employment for all students. The report advocates for a DEEP mindset that prioritizes proactive outreach, high-quality teaching, and a strategic alignment of dual enrollment offerings with students' interests and postsecondary goals.

Schaller, Tracey King, P. Wesley Routon, Mark Allen Partridge, and Reanna Berry (2023). "A Systematic Review and Meta-Analysis of Dual Enrollment Research." Journal of College Student Retention: Research, Theory, and Practice, p 1-27.

This quantitative literature review seeks to determine how dual enrollment programs affect student outcomes, such as higher education enrollment, persistence, performance, and degree attainment. The analysis included 162 study effect sizes. The study found that dual enrollment programs were positively associated with GPA, college credits earned, college enrollment, early college persistence, degree attainment, and full-time attendance. The study also found that dual enrollment was negatively associated with time to graduation and total semesters enrolled in college, which indicates that students who participate in dual enrollment may be more likely to graduate on time. The authors discuss the need for future research into how dual enrollment programs affect different demographic groups.

Velasco, Tatiana, John Fink, Mariel Bedoya-Guevara, and Davis Jenkins. (Oct 2024). "The Postsecondary Outcomes of High School Dual Enrollment Students: A National and State-by-State Analysis." CCRC.

This report examines national and state-level data on the postsecondary enrollment and completion outcomes of high school students who began taking dual enrollment college courses in fall 2015, tracking them up to four years after high school. It finds that dual enrollment is widespread and growing, and that dual enrollment students generally have strong postsecondary outcomes, but low-income, Black, and Hispanic students are underrepresented in dual enrollment and have lower average award completion rates than dual enrollment students overall, despite still outperforming non-dual enrollees. The report argues that institutions and

states should work to broaden access to and success in dual enrollment, particularly for underrepresented groups, in order to strengthen high-school-to-college-and-career transitions and increase equity.

March, Daniel, John Fink, and Tatiana Velasco. (October 2024). "State Findings: Dual Enrollment Student Outcomes," CCRC.

This dashboard, which is a part of the Velasco et al. "Postsecondary Outcomes" report, is the most recent and comprehensive dashboard for understanding the impact of Idaho's dual credit program.

"Equity Starts With Quality: The Essential Role of State Policy in Shaping the Future of Dual Enrollment" Prerelease, NACEP, 2024.

This report by the National Alliance of Concurrent Enrollment Partnerships (NACEP) describes the state of dual enrollment program quality across the United States. It highlights a significant shift in dual enrollment programs, moving from small, local activities to large, statewide initiatives. The report emphasizes the importance of state-level policy in ensuring program quality and equity to maximize the value of these programs for high school students. The report further examines the current state of dual enrollment policy across all 50 states, detailing how each state addresses key aspects like quality assurance mechanisms, faculty credentialing standards, and alignment with NACEP accreditation. This analysis serves as the foundation for a forthcoming national paper, which will propose a policy framework to help states establish, define, empower, and monitor dual enrollment program quality. The report concludes with a call to action, urging states to prioritize quality in their dual enrollment programs to ensure that students have equitable access to rigorous and authentic collegiate experiences.

# Dual Credit in Idaho

Recommendations

June 7, 2025

### Recommendations

The Board adopts this **strategic vision** for Idaho's dual credit program:

Idaho's dual credit program enhances student self-advocacy, learning, and success by promoting purposeful, high-quality college courses and course sequences that provide students with a route into a broad array of postsecondary destinations in Idaho, whether academic or career-technical.

The Board directs Board staff to collaborate with institutions and stakeholders to

- 1. establish clear, measurable metrics of success;
- 2. develop and implement a "Credit With a Purpose" framework;
- 3. enhance dual credit collaboration and systemness while reducing unnecessary duplication This includes advocating for strategic financial support, establishing broad regional collaborative partnerships, requiring NACEP accreditation, monitoring and coordinating dual credit statewide, requiring financial transparency through transitioning to self-support dual credit programs and transparent reporting, supporting the development of collaborative graduate certificates in highdemand areas, and requiring data reporting.

Dual Credit Report p. 8-11

# **Dual Credit in Idaho**

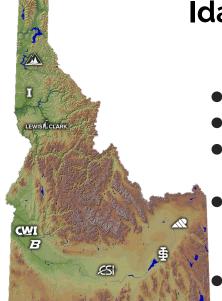
**Findings and Recommendations** 

April 17 2025

### What is dual credit?

Idaho's dual credit program offers high school students the opportunity to earn college course credit, through approved postsecondary partnerships, while still in high school. This pathway not only enhances their academic experience but also can prepare them for higher education and future careers.

The broad impact of dual credit in Idaho obligates the Board to review the strengths of and growth opportunities for dual credit.



### Idaho dual credit landscape

- 25-year program (available since 1998)
- \$24.5M annual state investment
  - 87% of Advanced Opportunities funding is used for dual credit
  - Over 50% of high school graduates complete at least one dual credit course, making Idaho a national leader
  - All eight public postsecondary institutions participate, as do private institutions.

# 2023-2024 Dual credit review guiding questions

- What is dual credit in Idaho? What are all of the pieces, aspects, and stakeholders?
- How does the dual credit program support student learning?
- Where does the program need more or different support?
- What are the goals of dual credit in Idaho? How well is the dual credit program meeting those goals? Do any of these goals need revision?

### How dual credit supports student learning

- Increases college readiness
- Creates academic momentum
- Increases exposure to the college environment
- Increases cost savings and affordability

### **Dual credit current challenges**

- Uneven access
- Varying standards and quality for teacher qualifications
- Misalignment with degree requirements and excess credit accumulation
- Potential for reduced high school engagement

### Why now?

"This work should no longer be about proving that dual enrollment deserves a place within the national education ecosystem, it should now be about determining the right placement. And to determine that, it is essential that the field of policymakers interested in supporting these experiences for students and the practitioners who provide them answer a key question: what is our ultimate goal in expanding these opportunities, and how do we get there?"

National Alliance of Concurrent Enrollment Partnerships (NACEP) 2025.

### **Dual credit recommendations**

Strategic vision

Student-centered purpose

Collaboration/systemness

### 1. Adopt a strategic dual credit vision.

Strategic Vision:

Idaho's dual credit program enhances student self-advocacy, learning, and success by promoting purposeful, high-quality college courses and course sequences that provide students with a route into a broad array of postsecondary destinations in Idaho, whether academic or career-technical.

### 2. Establish clear metrics for success.

Staff should be directed to collaborate with institutions and stakeholders to establish clear, measurable metrics of success that are closely aligned with students' academic and career goals, as well as with the strategic vision outlined above.

These metrics should emphasize the quality, relevance, and accessibility of dual credit opportunities . . . Additionally, metrics should focus on increasing access to dual credit for all students, ensuring increased access and improved outcomes.

# 3. Develop and implement a "credit with a purpose" framework.

Staff should be directed to work with institutions, secondary partners, and stakeholders to **develop a "Credit with a Purpose" framework** that includes structured course sequences aligned with students' educational and career goals.

# 4. Enhance dual credit collaboration and systemness.

Staff should be directed to enhance collaboration and systemness across dual credit programs by reducing redundancies, standardizing processes, and improving the overall student experience.

- Advocate for strategic financial support
- Establish broad collaborative regional partnerships
- Require NACEP accreditation
- Monitor and coordinate dual credit
- Require financial transparency
- Support the development of collaborative graduate certificates in highdemand content areas
- Require data reporting and compliance

# 5. Revise policy to align with vision, metrics, and goals.

Board staff should be directed to revise Board Policy III.Y Advanced Opportunities and support revisions to Idaho statute to align with and promote these recommendations.



# Dual Credit Administration March 2025

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Mark Eisenman, CPA, CFE, CIA

**Auditors Assigned:** Andy Fish

**REVISED** 



March 25, 2025

Mr. Joshua Whitworth Executive Director

Mr. Whitworth,

Internal Audit and Advisory Services (IAAS) has completed an audit of statewide dual credit administration. This audit was included in our FY24 and FY25 audit plans and was requested by the Office of the State Board of Education (OSBE) Academic Affairs. Our work included separate audits of dual credit administration activities at Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, the College of Eastern Idaho, the College of Western Idaho, the College of Southern Idaho, and North Idaho College (collectively referred to in this report as the "institutions"). It also included a review of dual credit administrative activities in OSBE. The community colleges do not fall under our internal audit charter but voluntarily agreed to participate in the audit. The objective of these audits was to assess the design and implementation of controls over dual credit administration at each institution and determine if controls provide reasonable assurance that control objectives are met. In addition, we were asked to identify potential improvements that could be made to dual credit administration statewide.

The eight institutions have established processes and procedures for dual credit administration and have based those processes and procedures on requirements found in Board Policy III.Y. Six of the eight institutions are accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP) and have used those standards to guide institutional processes and procedures.

At each institution we have identified opportunities to improve the operational effectiveness of controls. While important, these items do not represent significant control breakdowns. Results of our individual institution audits have been communicated in separate audit reports to each institution and to OSBE Academic Affairs. As such, we have not summarized them here.

In this report we have provided general information about dual credit administration activities at each institution. We have also identified potential opportunities to improve controls at the system level. We appreciate the time and assistance the OSBE Academic Affairs staff and institutional employees provided during this audit. We have collected management responses from OSBE Academic Affairs but will not perform an audit follow-up unless requested to do so.

Respectfully,

Mark Eisenman MME 13:36:59
Chief Audit Executive, Internal Audit and Advisory Services

cc: Dr. TJ Bliss, Chief Academic Officer
Dr. Heidi Estrem, Associate Academic Officer
Dana Kelly, Student Affairs Program Manager

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### Contents

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II.	Objective and Scope	Page 5
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### Background

Dual credit courses, which are also known as concurrent enrollment, allow high school students to earn academic credits that simultaneously count as a high school class and as a postsecondary course. These courses are typically taught by high school instructors who have been approved by a sponsoring postsecondary institution and are primarily delivered at the high school campus, although students may also choose to enroll in college courses directly through the postsecondary institution. Upon completion, credits are officially transcribed by both the high school and the participating postsecondary institution.

Board Policy III.Y. provides direction and requirements related to dual credit offerings. The National Alliance of Concurrent Enrollment Partnerships (NACEP) is the sole national accrediting body for concurrent enrollment partnerships. This body provides guidance on concurrent enrollment/dual credit programs.

Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, the College of Eastern Idaho, the College of Southern Idaho, the College of Western Idaho, and North Idaho College administer dual credit programs and offer dual credit courses throughout Idaho. High school-located dual credit tuition is set by the State Board of Education. Currently the rate is \$75 per credit, which is significantly lower than tuition rates at each institution. This results in a significant opportunity for students to save money on the costs of a college degree.

At each institution, the dual credit program is administered by a central office. These offices coordinate and facilitate the establishment of dual credit courses and the approval of dual credit instructors. These offices also perform student outreach, facilitate student advising, and establish procedures for the ongoing monitoring of dual credit courses.

The Office of the State Board of Education (OSBE) prepares and disseminates operational information regarding the dual credit program. The OSBE Student Affairs Program Manager works with the institutions on dual credit program operations.

### Background

The following charts summarize basic information about dual credit programs at each institution.

	Boise State University	Idaho State University	<u>Lewis-Clark State</u> <u>College</u>	University of Idaho
NACEP Accreditation	Yes	Yes	Yes	Yes
Department Administering Dual Credits	Concurrent Enrollment	Early College Program	Early College Programs	Dual Credit Office
Division Administering Dual Credits	Extended Studies	Provost and Academic Affairs	Liberal Arts and Sciences	Provost
Fund Administration <sup>1</sup>	Centralized	Centralized	Centralized	De-Centralized
Minimum Instructor Qualifications <sup>2</sup>	Master's or Bachelor's Varies by discipline	Master's or Bachelor's Varies by discipline	Master's or Bachelor's Varies by discipline	Master's or Bachelor's Varies by discipline
Instructor Payments	\$20/credit	\$20/credit	\$30/student (less than five students); \$40/student (more than five students)	\$20/credit
Faculty Liaison Payments	Stipend to Liaison	Stipend/Supplemental Compensation	Stipend/Supplemental Compensation	Workload Adjustment
MOU/Partnership Agreement	No	Yes	Yes	Yes
Institutional Dual Credit Policy	No	No	No	No
Minimum Dual Credit Attendance	5 students	None	None	None
Site Visits	Annual	3 years	Annual	3 years
Advising	High School Advisors & Academic Units	Through Academic Units	Dedicated Advisor	Dedicated Advisors

### Background

	College of Eastern Idaho	College of Southern Idaho	College of Western Idaho	North Idaho College
NACEP Accreditation	Pursuing	No	Yes	No
Department Administering Dual Credits	Early College Program	Early College	Dual Credit Program	Dual Credit Office
Division Administering Dual Credits	Academic and Student Affairs	Student Affairs	Provost	Provost
Fund Administration <sup>1</sup>	Centralized	Centralized	Centralized	Centralized
Minimum Instructor Qualifications <sup>2</sup>	Bachelor's degree generally required - varies by discipline	Bachelor's degree plus teaching experience and credits in discipline	Bachelor's degree plus teaching experience	Bachelor's degree generally required - varies by discipline
Instructor Payments	\$20/credit	\$20/credit	\$20/credit	\$20/student/credit
Faculty Liaison Payments	Stipend/Supplemental Compensation	Dedicated Positions in Academic Units	Stipend/Supplemental Compensation	Stipend/Supplemental Compensation
MOU/Partnership Agreement	Yes	Yes	Yes	Yes
Institutional Dual Credit Policy	No	No	No	No
Minimum Dual Credit Attendance	None	None	None	None
Site Visits	Annual	Each Semester	1 <sup>st</sup> year and every 3 years after	1 <sup>st</sup> year and every 3 years after
Advising	Dedicated Advisors	Dedicated Advisors	Dedicated Advisors	Through High School & As Requested

### Background

#### Footnotes

Note 1 (Fund Administration) – When the department administering the dual credit program controlled funds used for dual credit program administration, the funding structure was considered "centralized." In these instances, the administering office either received all dual credit revenues and administered the funds or received a budget allocation from dual credit revenues which was used to administer the program. Subsequent to completion of audit work, the University of Idaho moved to a centralized model.

**Note 2 (Minimum Instructor Qualifications) –** Generally, instructors must meet the requirements of the academic department and faculty requirements of the institution. At a minimum, most programs require a bachelor's degree within the discipline of the course. However, a master's degree is required or preferred by many academic departments. Some institutions will accept alternate qualifications (e.g., professional licenses or certifications, language proficiency, etc.) for some courses.

### Objective and Scope

#### **Objective**

The objective of this audit was to assess the design and implementation of controls over dual credit administration and determine if controls provide reasonable assurance that the following objectives are met:

- Postsecondary institutions comply with dual credit program requirements in Board Policy III.Y.
- Dual credit courses meet Board and postsecondary institution quality standards
- Dual credit instructors comply with standards established by the Board and postsecondary institutions
- Adequate advising is provided to students

Additionally, this audit was intended to identify possible improvements that can be made to systemwide dual credit administrative activities.

#### **Scope and Procedures Performed**

Our audit was conducted in accordance with the *International Standards for Professional Practice of Internal Auditing*.

Our audit covered processes, procedures, and controls over dual credit administration at Boise State University, Idaho State University, Lewis-Clark State College, the University of Idaho, the College of Eastern Idaho, the College of Southern Idaho, the College of Western Idaho, and North Idaho College. For the four-year institutions, our audit covered dual credit activity in spring semester 2023, fall semester 2022, spring semester 2022, and fall semester 2021. Community college audits were started after the completion of the four-year audits, and our work covered the fall 2023 and spring 2024 semesters. This provided more current information for those institutions. Our audit did not cover dual credit activities performed in high schools. The following work was performed:

- Interviewed and made inquiries of employees involved with dual credit administration. This included dual credit program administrators at the institutions as well as employees in the Office of the State Board of Education who work with dual credit programs
- Performed process walk-throughs with the eight institutions within the scope of our work
- On a sample basis, verified that instructors met minimum qualifications established by Board and institutional policies, and verified institutions had approved instructors to teach a course
- On a sample basis, verified that classroom site visits were performed and documented
- Reviewed processes for monitoring financial activity related to dual credit administration
- Verified that students were charged the established dual credit rate
- Reviewed instructor and faculty liaison compensation
- Verified that institutions have course evaluation processes in place, and on a sample basis, verified that institutions have distributed course evaluations
- Performed analytical work to identify instances where course offerings are duplicated by institutions, where instructors are performing work for multiple institutions, and where institutions are offering courses outside their primary geographic area
- Verified that institutions are utilizing memorandums of understanding or partnership agreements with high schools

### Objective and Scope

- Reviewed dual credit program monitoring procedures performed by the Office of the State Board of Education
- Reviewed financial monitoring controls in place at the institutional level
- Reviewed dual credit accreditation at each institution
- Reviewed Board Policy III.Y. and assessed possible modifications to improve dual credit operations
- Reviewed institutional policies and procedures related to dual credit administration

One scope limitation impacted our work. Unlike at the four-year institutions, IAAS does not have the authority to directly access financial and student systems at the community colleges. As such, we were not able to directly obtain and review financial and student information (e.g., financial transactions, fund balances, student account information, etc.). This limited our ability to verify information provided to us by the community colleges. We also could not perform some testing (e.g., verifying student charges, verifying financial monitoring controls, etc.) that were performed at the four-year institutions.

### **Detailed Audit Observations**

#### 1. NACEP Accreditation

#### Observation

The National Alliance of Concurrent Enrollment Partnerships (NACEP) is the sole national accrediting body for concurrent enrollment partnerships. Adherence to NACEP accreditation standards helps improve academic quality of college level courses taught at high schools. Accreditation standards also provide consistency amongst institutions that offer dual credits. Accreditation can demonstrate to students, parents, postsecondary institutions, and other stakeholders that dual credit courses are meeting academic standards. This can improve trust in the dual credit programs and can result in an increased perception of value for those courses.

The State Board of Education does not require that Idaho colleges and universities meet NACEP accreditation standards and instead has incorporated some NACEP standards into Board Policy III.Y. Two of the eight institutions included in our review were not NACEP accredited. This is primarily because there is a cost to obtain accreditation, and these institutions have determined that their institutional accreditation and adherence to Board Policy III.Y. are sufficient for ensuring academic quality.

#### Recommendation

If there is a desire to have institutions meet NACEP standards, OSBE should require NACEP accreditation rather than incorporating accreditation requirements into policy. This approach would provide clearer direction on expectations, enhance consistency amongst the institutions and minimize the need for policy updates as accreditation standards change.

#### Management Response

OSBE Academic Affairs staff will respond to this issue as part of a dual credit review. This review is anticipated to be complete in early spring 2025 and will include proposed policy changes.

#### 2. <u>Documentation Standards</u>

#### Observation

Documentation requirements for important aspects of dual credit operations (e.g., course approvals, site visits, instructor qualification, etc.) are not standardized, and most audit observations identified in our institutional reviews related to documentation. The institutions have established differing documentation procedures, resulting in variation of documentation content, collection, and retention. Implementing standardized documentation requirements could help foster a consistent experience for students, instructors, and others involved with the dual credit program. It could also help reduce the administrative burden on the individual dual credit program offices and the high schools. Document standardization could also help improve the consistency of academic program reviews.

#### Recommendation

OSBE should work with the institutions to develop standardized documentation procedures for dual credit operations. OSBE and the institutions should determine if standardized forms could be developed to provide consistency across the institutions.

### **Detailed Audit Observations**

Because documentation requirements need to remain adaptable, specific documentation requirements should not be included in Board Policy III.Y. and should instead be included in a formalized agreement amongst the institutions.

#### Management Response

OSBE Academic Affairs staff will respond to this issue as part of a dual credit review. This review is anticipated to be complete in early spring 2025 and will include proposed policy changes.

#### 3. <u>Systemwide Monitoring – Instructors and Courses Offered</u>

#### Observation

There is no limit on the number of dual credit courses that an instructor may teach, or the number of institutions for which an instructor may teach. Multiple institutions may also offer the same or similar courses at the same high school. This structure opens a wider range of dual credit course options for students. However, it also creates potential operating risks. These risks include:

- When an instructor teaches the same or similar course for multiple institutions, the instructor and course must be approved by each institution. This could result in unnecessary administrative effort and cost.
- When instructors teach at multiple institutions, they need to navigate multiple institution approval processes. This can result in an inconsistent experience for the instructor and their high school.
- Instructors could seek to maximize compensation by teaching at multiple institutions. Teaching too many courses or students could reduce academic quality.
- It is possible for instructors to teach a course that is comprised of students who are earning dual credits from different institutions.

A systemwide analysis of instructors and courses performed regularly (e.g., every semester) would help mitigate the above risks by identifying potential issues that need to be reviewed and addressed. The analysis could also be used in the course and instructor approval process as a preventative control. This type of analysis is not currently performed by either OSBE or the institutions.

IAAS obtained course listings for the eight institutions. These listings provided the course name, instructor name, and associated high school for each course. We analyzed this information across the eight institutions. Listing information identified approximately 1,300 instructors. Forty-two instructors were associated with courses at more than one institution. Of those, fourteen were instructing courses that were the same or similar. Fifty-five instructors were associated with five or more courses. While not a frequent occurrence, we identified instances where multiple institutions were offering the same or similar courses at the same high school. These situations might not be problematic, but the institutions were generally unaware they existed and had not reviewed them for appropriateness.

### **Detailed Audit Observations**

#### Recommendation

OSBE should either perform or facilitate a systemwide analysis of dual credit courses across the institutions. This analysis should be performed regularly and should be used in the course and instructor approval process. It should also be used to detect and resolve inappropriate teaching arrangements.

#### Management Response

OSBE Academic Affairs staff will respond to this issue as part of a dual credit review. This review is anticipated to be complete in early spring 2025 and will include proposed policy changes.

#### 4. <u>Instructor Qualifications</u>

#### Observation

Instructor qualifications are not standardized for dual credit courses. Board Policy III.Y. does not establish specific minimum qualifications for dual credit instructors, resulting in each institution establishing its own minimum qualification requirements that differ across the institutions. Generally, institutions require, at a minimum, that instructors have a bachelor's degree. However, some academic disciplines require a master's degree or will accept alternate qualifications (e.g., professional certification, teaching experience in the discipline, language proficiency, etc.). Some flexibility is necessary because high schools do not always have the resources needed to hire instructors with advanced degrees, with degrees in high demand disciplines, or with specialized knowledge. This is especially true for smaller high schools or high schools in rural areas.

For instructors and high schools, a lack of standardization creates an inconsistent experience and increases administrative burden. Additionally, a lack of standardization can impact the actual or perceived quality of dual credit courses. It can also impact instructor recruiting, as some instructors might choose to work for institutions that have less stringent requirements.

#### Recommendation

OSBE should work with the institutions to develop a common set of system-wide dual credit instructor qualifications. These standards could be reflected in Board Policy III.Y. Alternatively, to provide for increased adaptability, these standards could be included in a formalized agreement amongst the institutions. OSBE should also consider additional support for high school instructors to complete graduate coursework so that they can be eligible to teach dual credit courses.

#### Management Response

OSBE Academic Affairs staff will respond to this issue as part of a dual credit review. This review is anticipated to be complete in early spring 2025 and will include proposed policy changes.

#### 5. Instructor and Faculty Liaison Compensation

#### Observation

Instructor and faculty liaison compensation has not been standardized. Instructor compensation amounts are similar across the institutions, with LCSC and NIC paying slightly more to instructors. One institution, ISU, provides the option to receive compensation in the

### **Detailed Audit Observations**

form of tuition. High school instructor compensation practices also differ. Some high schools do not permit instructors to receive additional compensation from the institutions, and compensation is paid to the high school instead of to the instructor.

Faculty liaison compensation has wider variation. Six institutions pay additional compensation for faculty liaison work, with amounts ranging from \$100.00 per course to \$800.00 per course. Two institutions do not provide liaisons with additional compensation. These institutions either have dedicated staff to perform liaison work or address liaison work through faculty workload.

We did not note any specific issues resulting from the compensation structure. However, the structure does create potential risks. Different instructor compensation could result in high school instructors teaching for the institution that provides the highest compensation, which could impact instructor recruiting. Also, variations in liaison compensation might deter faculty from performing liaison work.

#### Recommendation

OSBE should work with the institutions to develop a common compensation structure for instructors and faculty liaisons. This structure could be reflected in Board Policy III.Y. Alternatively, to provide for increased adaptability, the compensation structure could be included in a formalized agreement amongst the institutions.

#### Management Response

OSBE Academic Affairs staff will respond to this issue as part of a dual credit review. This review is anticipated to be complete in early spring 2025 and will include proposed policy changes.

#### 6. Site Visits

#### Observation

Site visits help ensure academic quality of dual credit courses. Site visits are not required under Board Policy III.Y. However, all the institutions have recognized the value of site visits for the ongoing review of academic quality and have incorporated them into their dual credit programs. Site visit procedures are not standardized and differ across institutions. Specifically, site visits differ in terms of frequency, methodology, and documentation. The need to travel, especially to high schools in more remote locations, can be an important factor in determining frequency and methodology. Travel to these locations can be burdensome for faculty liaisons and can disrupt their other work. It can also add additional administrative costs. Differing site visit procedures could result in real or perceived differences in the academic quality of those courses.

#### Recommendation

OSBE should work with the institutions to develop standardized procedures for performing site visits. These procedures could be reflected in Board Policy III.Y. Alternatively, to provide for increased adaptability, it could be included in a formalized agreement amongst the institutions.

### **Detailed Audit Observations**

#### Management Response

OSBE Academic Affairs staff will respond to this issue as part of a dual credit review. This review is anticipated to be complete in early spring 2025 and will include proposed policy changes.

#### 7. Monitoring Dual Credit Financial Activity

#### Observation

Monitoring of dual credit financial activity could be improved. Administrative costs are incurred while operating dual credit programs. Costs include payroll expenses for dual credit program administrators, instructor compensation, faculty liaison payments, site visit costs, expenses for professional development of instructors, accreditation costs, etc. The dual credit fee is intended to cover these costs. During our walk-throughs IAAS was informed that there is also an intention to have excess dual credit fee revenue to be used to support the dual credit program. However, this intent is not reflected in Board Policy III.Y.

OSBE does not receive dual credit financial reports from the institutions that report the total dual credit revenue received and how that revenue was used. Without such reports, OSBE cannot determine if the dual credit course fee is set at the appropriate rate, nor can it determine if dual credit revenues are being used to support the dual credit program. OSBE also cannot review the sufficiency of resources provided to the dual credit administration units.

Additionally, high schools are not required to provide dual credit financial reports to the institutions. As a result, the institutions cannot monitor use of funds paid to the high schools and ensure that revenues are being used to support dual credit programs.

#### Recommendation

If there is an intent to have dual credit revenue be used to support dual credit programs, as was expressed to IAAS, this should be reflected in Board Policy III.Y.

The institutions should be required to submit periodic dual credit financial and performance reports to OSBE. High schools should be required to provide dual credit financial reports to the institutions. These requirements should be reflected in Board Policy III.Y.

#### Management Response

OSBE Academic Affairs staff will respond to this issue as part of a dual credit review. This review is anticipated to be complete in early spring 2025 and will include proposed policy changes.

#### 8. Territory

#### Observation

Increased direction is needed regarding offering dual credit courses outside institution geographic regions. IAAS analyzed course listings to determine where each institution was offering dual credit courses. For the most part, institutions offered dual credit courses within their general region. That is, Idaho State University and College of Eastern Idaho primarily offered courses in southeast Idaho. Boise State University and the College of Western Idaho primarily offered courses in southwest Idaho. The University of Idaho, Lewis-Clark State College, and North Idaho College primarily offered courses in north Idaho, and the College of Southern Idaho primarily offered courses in south Idaho. However, course

### **Detailed Audit Observations**

listings showed the institutions offered courses outside of those general regions. For example, the University of Idaho offers dual credit courses at high schools in southwest Idaho. The College of Western Idaho offers courses in southeast Idaho (Pocatello, Soda Springs, Idaho Falls, and Blackfoot). More than half of the institutions offer courses at Renaissance High School, Rigby High School, and Rocky Mountain High School. Board policy III.Z. excludes dual credit courses from service region restrictions, permitting institutions to offer dual credit courses outside their regions. This practice increases competition for instructors and could impede the ability of institutions to recruit high school instructors from within their region. Additionally, offering dual credit courses outside of a geographic region could impede the ability of an institution to perform in-person site visits, provide outreach to high school administrators, offer student advising, hold recruiting events, etc. Offering dual credit courses outside of institutional regions could provide more opportunities for students, especially for programs in which the institution specializes.

#### Recommendation

OSBE should work with the institutions to develop guidance for offering dual credit courses outside their geographic regions. Guidance could be reflected in Board Policy III.Y. Alternatively, to provide for increased adaptability, guidance could be included in a formalized agreement amongst the institutions.

#### Management Response

OSBE Academic Affairs staff will respond to this issue as part of a dual credit review. This review is anticipated to be complete in early spring 2025 and will include proposed policy changes.

#### 9. Systemwide Course Needs

#### Observation

The institutions could be missing opportunities to use the dual credit program to meet systemwide demand for courses. Because of physical space limitations, availability of faculty, etc., the institutions are sometimes unable to provide sufficient course offerings to meet student demand which can delay academic progress for some students. Currently, dual credit course offerings are not based on potential course needs across the postsecondary system. Instead, most dual credit offerings depend on the initiative, interest, availability, and qualifications of high school instructors.

#### Recommendation

OSBE should assist the institutions in the identification of dual course offerings that could help meet course demand on individual campuses and across the system.

#### Management Response

OSBE Academic Affairs staff will respond to this issue as part of a dual credit review. This review is anticipated to be complete in early spring 2025 and will include proposed policy changes.

#### INFORMATIONAL JUNE 17-18, 2025

TAB	DESCRIPTION	ACTION
1	BAHR – SYSTEMWIDE INSURANCE REPORT UPDATE	Information Item
2	PPGA – IDAHO STATE UNIVERSITY – ANNUAL REPORT	Information Item
3	PPGA – EPP ACCREDITATION AND STATE REVIEW TYPE	Information Item
4	PPGA – EPP CAEP ANNUAL REPORT	Information Item
5	PPGA – IDAHO DIGITAL LEARNING ALLIANCE (IDLA) ANNUAL REPORT	Information Item



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## Systemwide Risk Management Services

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#### Overview

#### **Insurance Coverage**

Per Statute, State Risk Management oversees institutional exposure and coverage, but risk managers are concerned about waived insurance requirements increasing financial risks. Board agreements must be revised to comply with policies, and coaches using vehicles for personal use must secure their own insurance, though BSU covers both business and personal auto insurance at an annual cost greater than \$30K.

Our property insurance carrier FM makes recommendations in excess of life safety code. Projects under DPW's threshold would require the institutions to send their plans to FM for review.

State Risk brought to our attention that students who work for credit and are unpaid are covered by worker's compensation according to law, and our reporting to insurance contains gaps. We are working to rectify this.

OSBE placed the first consortium agreement for BSU, LCSC, UI to cover camp accident medical insurance for participants this year.

#### **Loss History**

Of our two largest areas of loss, property and worker's compensation, State Risk provides support for loss exposure to property. Worker's compensation will become risk manager's primary focus.

#### **OSBE Operations**

Due to the transition, risk managers lost direct access to institution-employed legal counsel, as client-attorney privilege now exists solely between OSBE and the Attorney General's office.

The transition disrupted work therefore we put standardization on hold. We are developing webpages and refining standardization priorities based upon common processes and efficiencies.



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## Insurance Coverage

#### **State Risk Management and Insurance**

Per Statute, State Risk Management is responsible for understanding the exposure of the institutions and providing coverage. State Risk overrode institution-broker relationships, requiring all communication to include State Risk for institution-specific coverages to maintain line of sight.

#### **Property**

Our property insurance carrier, FM, is run by engineers and provides a high level of hands-on support, including building plan review, annual building walkthroughs, ongoing loss exposure recommendations, and property valuations.

FM engineers can review building plans and make recommendations to reduce property loss exposure. These recommendations are in excess of code which focuses on life safety. DPW participates in the plan review process for major projects. Projects under the threshold would require the institutions to send their plans to FM directly.

Completing FM recommendations reduces loss exposure due to human behavior and physical hazards. The table below breaks down each institutions' engagement on impairment reporting and loss exposure reduction as of November 2024. Impairments, or valve turnoffs, are reports to FM under their required "red tag system." As of Spring 2025, UI completed 58% of the total reduction in loss exposure recommendation for the State of Idaho valued at \$134M. Recommendations include additional fire suppression, flood protection, seismic protection for gas and fire suppression lines, emergency response plans per building, and valve checks.

Agency	Impairments Reported		Completed Recommend		Loss Exposure Reduction (M)	Completion	Total Loss Exposure (M)
BSU	291	59	6	10%	\$ 14.10	0	\$ 788.10
ISU	31	32	7	22%	\$ -	1	\$ 471.50
LCSC	0	21	0	0%	\$ -	1	\$ 98.50
UI	10	52	17	33%	\$86.10	1	\$1,300.00

FM recently completed property appraisals for large properties in the State of Idaho. Their appraisal value impacted the building values reported to State Risk by the institutions as outlined below. These are replacement values and not related to the Gordion valuations to bring buildings to "like new" condition.



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Agency	Building Value	Appraised Value	Total Difference
BSU	\$2,532,809,780	\$2,452,164,061	(\$80,645,720)
ISU	\$1,384,422,560	\$1,162,866,000	(\$221,556,560)
LCSC	\$249,254,922	\$254,023,000	\$4,768,078
UI	\$1,845,737,126	\$1,708,586,101	(\$137,151,025)
Total	\$6,012,224,389	\$5,577,639,162	(\$434,585,226)

The two initiatives, property valuations and loss exposure recommendations completed, saved the state in premium, which was spread across all agencies equally.

#### **Auto Physical Damage and Auto Liability**

Due to rising claims count and cost of claims, State Risk began focusing on exposures and denying claims if students drove a state vehicle. We worked with the institutions to create a report providing a thorough description of policies, authorization pathways, business operations, student demographics, vehicles, and loss history. Risk managers recommended students be authorized as volunteers and drivers before operating a state vehicle, and State Risk accepted this coverage going forward. Please see the attached report: Student Organizations, Travel, and Authorized Drivers dated February 3, 2025.

State Risk has proposed changes to their policy documents for FY26. The institutions and risk managers provided feedback on operations, and we are waiting for the final policy revisions.

- Adding recreational vehicles under the auto physical damage policy.
- Allowing mobile equipment to be scheduled under inland marine instead of auto physical damage. The reduced deductible would save the institutions \$750 per loss if items are scheduled appropriately.
- Excluding coverage for Affiliates or contractors, who sometimes drive state vehicles to perform their work.

#### **Third Party Insurance Requirements**

Department of Purchasing published State Risk's comprehensive report on requirements for third party insurance coverage. Risk managers are concerned about business units waiving insurance requirements since this increases the financial obligations of the institutions in the event of an uninsured claim. State Risk will be training BSU and UI on contract language. The Board's Foundation Agreement and Alumni Association agreement will need to be edited to adhere to the requirements.

Board policy and coach contracts state that if a coach uses a vehicle for personal use, they must purchase their own insurance. BSU purchases business and personal auto insurance for the coaches from State Farm greater than \$30k per year. Risk management has been working to bring this into compliance for two years and has escalated it to general counsel.



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#### **Worker's Compensation Insurance**

The Idaho State Insurance Fund (ISIF) provides coverage for workers' compensation within Idaho for BSU, ISU, and LCSC. UI is self-insured within the state.

State Risk provides coverage for out-of-state work through PMA. State Risk brought to our attention that students who work for credit and are unpaid are covered by worker's compensation according to law, and our reporting to insurance contains gaps. To date, SIF has been charging a premium for students who work for credit at BSU and ISU based upon reported hours worked. The jurisdiction of work is assumed to be within Idaho due to enrollment at the institution, however this has not been proven.

- NCCI code 9101 (non-professional) rate is 4.96.
- Premium is calculated (hours\*\$1). Current premiums are BSU \$38k, ISU \$18k.
- The institutions are not on SIF's out-of-state policy with Zurich.
- The State of Idaho has reciprocity agreements with several other states which allow work for a period of up to six months to be covered under Idaho's jurisdiction. These agreements require extraterritorial certificates which must be processed through the Idaho Industrial Commission and submitted to the other state for approval. These certificates are not for long term use and have not been issued.

State Risk must report directly to Canada and the monopolistic states and territories: Ohio, North Dakota, Washington, Wyoming, Puerto Rico, Virgin Islands.

- PMA coverage for students is limited to social work and nursing/pharmacy in only five other states. ISU has reported clinical rotations for coverage.
- NCCI code 8868 (professional) rate is .52.
- No premiums are charged now due to the low reporting. The institutions will incur additional premiums (hours\*expected wage) once complete reporting is delivered to PMA.

OSBE surveyed LCSC and UI for more information. Please see the attached report for details on survey responses, findings, oversight, decentralized tracking, and jurisdictions: Student Work Experience and Workers Compensation dated February 20, 2025.

UI and BSU have formed working groups to address the issue and are working with OSBE risk managers to find a solution which will require training faculty and students on worker's compensation. In collaboration with OSBE, UI sent out a spreadsheet to learn more about the exposure of students who work for credit. We are in the initial stage of reviewing the data. We used a course list from the registrar's office, which included a snapshot of student enrollment from Fall 2024 through Summer 2025.

Colleges	10
Courses	343
Faculty	175
Responded to Work State	57%
Students Work in ID	55%
Students	>1580

Based upon these two data collections, students can work in any state and often work out of state. The exposure is broader than previously communicated to insurance.



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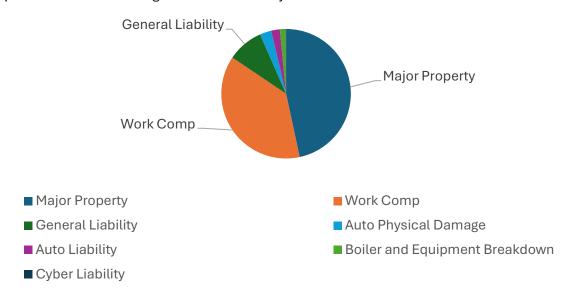
#### **Other Insurance**

BSU, LCSC, and UI now participate in a blanket camp accident medical insurance policy under OSBE through State Risk, our first consortium agreement, which reduced the administrative work for LCSC and UI and added coverage for BSU. ISU opted to forgo this coverage this year.

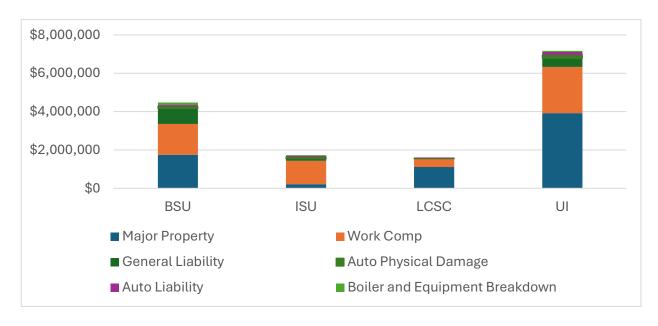
## FY20-24 Loss History

#### Overview

The loss history below recaps the November 2024 presentation to ARCC. Property and worker's compensation remain our highest areas of loss systemwide.



Each institution's spread of the pie is illustrated in the chart below.

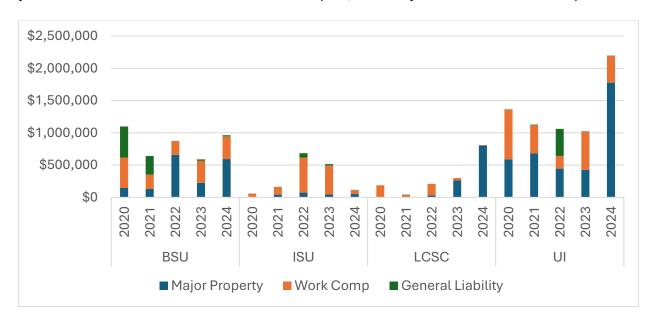




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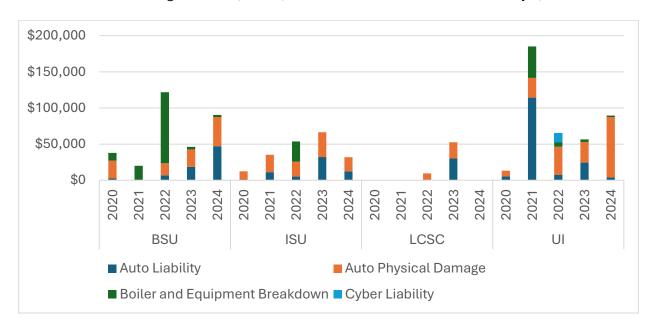
#### Property, Worker's Compensation and General Liability

Risk managers are engaged in property and worker's compensation claims, and a fraction of general liability losses. GL losses primarily relate to damages from decision-making (discrimination, hiring/firing practices) and are handled by general counsel or HR. These losses take years to accrue the actual dollar value of claims paid, and many of these claims are still open.



#### Auto, Boiler and Equipment, and Cyber Liability

Our lower areas of loss indicate auto claims are on the rise. Please see the attached report for more information: Student Organizations, Travel, and Authorized Drivers dated February 3, 2025.





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## **OSBE Operations**

#### **Transition**

Risk managers lost direct access to institution-employed legal counsel, as client-attorney privilege now exists solely between OSBE and the Attorney General's office. Information shared between OSBE and the institutions is subject to public record requests. At this time, it remains unclear whether claims information for State Risk is at risk.

#### **Projects**

The transition disrupted business as usual, therefore OSBE risk managers pivoted from the standardization efforts announced last year. They must work in two networks, which is not efficient nor practical. We will build out webpages this summer to move the risk managers' workload into the OSBE network as much as possible. Our standardization priorities will be developed based upon common processes and prioritizing efficiencies. Worker's compensation remains our primary focus.

Lessons learned after the transition may benefit other departments if OSBE continues to centralize functions. Before initiating centralization, a comprehensive review of processes and resources at both the source and future agency should be conducted prior to any budgetary request. A thorough assessment of responsibilities, transactional functions, and mapping critical processes and resources at both agencies will facilitate a more effective and seamless transition. To enhance the success of centralization efforts, it is recommended to use a merger or acquisition framework, as appropriate, to ensure strategic alignment and operational continuity.



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# Student Organizations, Travel, and Authorized Drivers



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## Overview

#### Goal

To present to the Office of the State Board of Education (OSBE) and the state Risk Management Program (RMP) a broad overview of operations, insurance coverage, the loss exposures inherent in the business operations and student population at the four-year institutions, and the potential solution recommended by RMP.

#### Cause

In FY24, RMP updated the retained risk policy language for student group coverage to require RMP authorization. Auto physical damage claims are currently being denied if an authorized student drives a state vehicle for business purposes. Ongoing communication from RMP is based upon their opinion that students should not drive. With the recent changes that limit coverage, the institutions may have to change their operations which will have an operational and financial impact. OSBE staff and RMP have been discussing ways to clarify student coverage.

#### **Summary**

Student groups must be authorized by the institutions to be recognized, however, this does not assume students are authorized to travel for business.

Travel and driving privileges must be authorized and documented. Each tier of authorization has its own policy and procedure. This follows all state policies relating to travel, where authorization to approve travel may be delegated if written. The Board authorizes the presidents, and the presidents authorize various leadership to approve travel for business.

The institutions authorize students to drive on a case-by-case basis for multiple reasons. The distance, duration, passenger count, or haul may exceed the faculty or staff available to drive or the type of vehicles available. Students may or may not own vehicles, and the vehicles they own may not be in good repair.

Please note that this report is not comprehensive. Due to the escalating conversations and interruption of business at the institutions, this report is presented with the information available to date. Ongoing conversations and data discovery may be necessary.



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## Insurance coverage

## Retained Risk Policy

The retained risk document (RMP RRD) describes the liability insurance program insured by RMP. Prior policy years contained broader language for student groups' coverage, as long as they were approved by the university and scheduled with RMP. The institutions have been operating under the assumption that students were covered when the activities are sanctioned by the institution. The language changed in FY24 to require RMP to approve student groups. (FY25 policy attached).

The definition of a student, and who is not a student, depends upon the program type.

- "22. STUDENT means a covered State of Idaho university/college Student:
- a) Registered and participating in credit bearing Academic or applied technology college courses; or
- b) Who is participating in a Practicum as defined in this document.

#### A Student is not:

- a A participant in a vocational rehabilitative type re-training or job placement/enhancement program; or
- b A participant in an adult basic educational community type of program or course; or
- c A participant in a "community interest" type of program or course."

The policy language is broad and leaves room for interpretation when treating students as individuals (see bullet 1 below). Student Groups must be separately approved by State Risk before coverage is granted (see bullet 4 below). The approval process would occur on a case-by-case basis and is not described. Please note, advisors are covered under this section, however, all advisors to student clubs and organizations are staff or faculty of the institutions.

- "A. Covered Entity. 1. As respects the coverage afforded under the terms of this document, Covered Entity means the following... State of Idaho universities and colleges, (except coverage does not apply to North Idaho Junior College, College of Eastern Idaho, College of Western Idaho and the College of Southern Idaho, any university or college newspaper, social fraternity, or sorority) and
- Students; however, this coverage only applies to students while under the direct supervision of, and assisting, the Covered Entity teaching or administrative staffs in the performance of their teaching or administrative work, or while acting within the scope of their duties as elected officers or officially appointed positions serving the associated student body;
- 2) Students enrolled in an Academic Practicum experience offered by or through the covered universities and colleges;
- 3) Advisors to authorized student groups at covered colleges and universities; however, this coverage shall be excess over any applicable insurance;
- 4) Student Groups as defined under the following provisions:



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- a. Approved by the covered university/ college; and
- b. Recognized by the university's/ college's official student body government; and maintains compliance with all mandates for affiliation or sponsorship; and
- c. Is officially sanctioned by the covered university/college to conducts business or officially represents the covered university/ college; <u>and</u>
- d. Whose projects, events and/or participation and actions while conducting business or officially representing the covered university/ college are at all times compliant with all local, state, or federal statutes, rules or regulations; and
- e. For which prior approval has been granted by the Office of Insurance Management."

The RMP RRD defines practicum, potentially limiting which students are covered.

"20. PRACTICUM means a course of study for credit involving practical application of previously studied theory approved by and under supervision of the covered colleges and universities of the State of Idaho or otherwise as defined by statute."

## Auto Physical Damage Policy

Auto Physical Damage covers state owned or rented vehicles, but limits temporarily hired, loaned or rented vehicle to employee or volunteer drivers, and is silent on students. Some auto physical damage claims for state owned vehicles are currently being denied by State Risk if a student drives. (FY25 policy attached).

- "C. Automobile or Covered Automobile means:
  - 1. Land motor vehicle licensed for road use including its equipment and other equipment permanently attached; or
  - 2. an attached and plated trailer or semi-trailer;
  - 3. A temporarily hired or rented land motor vehicle, provided that it is designated in the schedule, by description or otherwise, as a covered automobile to which this coverage applies and is either:
  - a. Owned by the State of Idaho; or
  - b. Leased to the State of Idaho or State agency for a term under an agreement expressly prohibiting any right of the lessor to use the vehicle during the term of such lease except as an operator either employed or authorized by the State of Idaho.
  - c. If not so designated, such automobile must be newly acquired by the agency during the coverage period; or is a temporarily hired, loaned or rented automobile provided that:
    - i. It replaces a described covered automobile; and
    - ii. The agency notifies the Risk Management Program within 30 days following the delivery date of the automobile to the agency; or



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iii. It is a temporarily hired, loaned, or rented automobile while driven by an employee or authorized volunteer of the State, and the State agency has insured its other automobiles for physical damage loss through the Risk Management Program's Automobile Physical Damage Coverage, or iv. The agency has no automobiles but has paid premium for rental car coverage under this plan."

## **Opinion**

RMP drafted an opinion (RMP O) on the use of state vehicles, which is more restrictive than the policy coverage, only allows employees to drive and recommends restricting volunteers. (Document attached).

"9. Use of State Vehicles...From the Risk Management perspective, anyone who is not an employee of the state acting within the course and scope of employment should not be driving or allowed to ride in a state vehicle. This includes off-duty workers."

Their goal is to reduce loss exposure to the state by reducing the likelihood and severity of auto and liability claims. They are concerned about the student experience in the event of an accident, and how the claims process would proceed.

"Employees acting within course and scope of employment, regardless of whether or not they are compensated, are covered by Workers Compensation should they be injured while driving or riding in a state vehicle. All others would present an exposure to the state for liability. Anyone who is not an on-duty employees within course and scope is not covered by WC. The person, or their insurance carriers, could file claims for liability against the state for injuries sustained in an accident."

The opinion directs how the institutions should operate. Workers' compensation insurance does cover authorized volunteers, and unpaid students who work for credit according to law.

"Risk Management strongly discourages volunteers from being utilized as drivers because it broadens exposure for the state and imposes a burden on an agency to properly examine driving records at inception, and to continually monitor eligibility for them. While it is possible for volunteers to be drivers, there must be strict adherence to a detailed vehicle use policy to even consider it.

You should review the proposition very carefully, and not allow volunteers to drive unless there is a compelling business reason to do so. In the case of clubs, the authorized faculty advisor should be the driver.

Convenience is not an adequate reason. Unless there is a fully articulated vehicle use policy with detailed criteria and monitoring, it should not be contemplated. If it is absolutely necessary, volunteers must be treated with the same due diligence as you would paid employees. Their records should be scrutinized in the same fashion. You should also consult with the WC provider to be certain that volunteers will be covered."



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## State and Institution Laws and Policies

#### State Laws and Policies

#### SCO travel policy

SCO's policy relates to payments and requires authorization to travel. The authorized authority is at the discretion of senior management of the state and must be kept on file. <u>State Travel Policy and Procedures</u>

"1.A. Designation of Authority: All payments of claims for travel and related expenses must be authorized by the Idaho State Government entity's senior management or by a duly authorized and designated representative(s). Written evidence of the delegated authority must be on file at the entity, dated, and signed by the senior management and designated representative(s). B. Requirements and Methods for Approval: The method for granting and documenting this authorization is left to the discretion of the Idaho State Government entity's senior management. C. Eligibility: A traveler is eligible for travel cost reimbursement only when they are on official travel."

SCO's travel policy exempts student employees. This could be interpreted to mean that students who are employees cannot drive, though the intention is to prevent duplicate payment.

"11. An employee is a person, other than a patient, inmate, or student employed in a state institution, who receives a payroll warrant or direct deposit from the State Controller as payment of wages for services rendered to, and on behalf of, a department or agency legally recognized as an entity of Idaho State government or local health district."

Volunteers are allowed to drive when on official business.

"11. Official Travel is travel performed the purpose for which it was undertaken was necessary in the public service."

"A traveler is any person traveling on behalf of the State of Idaho for the purpose of official State business."

"A person, other than an employee or contractor, that is specifically appointed by a state department, agency, or legally recognized entity of Idaho state government, to participate or attend meetings or trainings, or provide services to the state. This includes members of the public that are appointed to advisory boards, panels, task force work groups, or other positions created by statute or executive order, and includes volunteers that perform services or work specifically organized and supervised by a state department, agency, or entity."

The policy allows for driving or transporting individuals not directly involved in official travel with prior approval.



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"F. State vehicles shall not be operated by or used to transport individuals who are not directly involved in the official State travel purpose unless prior approval has been granted by the approving authority."

SCO's policy allows for rental vehicles for business when it is the most effective and cost-efficient means of travel.

"G. A rental vehicle may be authorized by the approving authority when such use is determined and documented to be the most effective and cost-efficient means of transportation for performing official business."

Selection of the vehicle depends upon the need.

"G. The size and style of the rental vehicle shall be consistent with the travel needs. The selection of a rental vehicle vendor shall consider the overall cost, location, convenience, vehicle type, and the availability of vendors enrolled in statewide contracts."

The policy also informs the renter that additional expense for insurance is not needed.

"G. Additional insurance should not be purchased when using a vendor enrolled in statewide contracts. The coverage is included in the contract."

#### **DHR Safe Driving Policy**

DHR's safe driving policy, new in FY25, only applies to employees, remaining silent on volunteers or authorized drivers. <u>Safe Driving Policy</u>

- "17B. Eligibility Requirements: Employees who operate a vehicle for the purpose of conducting state business must meet the below criteria. The use of a state vehicle for personal or other non-official business purposes is generally prohibited.
- a. Be a current employee of the State of Idaho.
- b. Possess and maintain a valid and current driver's license
- c. Complete the State of Idaho Defensive Driving training on an annual basis.
- d. Review and sign the State of Idaho's Vehicle Usage Acknowledgement on an annual basis."

## **Board of Education Authority**

Idaho Statute §33-107 delegates authority to the Board of Education which may be delegated to the presidents.

"General powers and duties of the state board. The state board shall have power to: ...

- (3) Have general supervision, through its executive departments and offices, of all entities of public education supported in whole or in part by state funds; ...
- (c) Delegate to the presidents of Idaho's state universities and colleges, if necessary to enhance effectiveness and efficiency, such powers as said officers require to exercise



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discretionary authority and to perform duties vested in the state board related to the operation, control and management of Idaho's state universities and colleges;"

#### **Board of Education Policy**

Board policy delegates the Presidents of the institutions the full power to lead the institutions. Board Policy I.E.

"I.E.2.a. The President/Agency Head is the chief program and administrative officer of the institution or agency. The President/Agency Head has full power and responsibility within the framework of the Board's Governing Policies and Procedures for the organization, management, direction, and supervision of the institution or agency and is held accountable by the Board for the successful functioning of the institution or agency in all of its units, divisions, and services."

Board policy is intended to adhere to the SCO policy. Board Policy V.A.

V.A.1. "The policies and procedures outlined here are to complement and not to supplant the Office of the State Controller's user manual."

The vehicle use section is written in broader terms than any other policy. Board Policy. V.I.

V.I.4.c. "Vehicles owned or leased by an institution or agency must be used solely for institutional or agency purposes."

#### Institution Policies

## Boise State University

#### **Student Organizations**

The <u>Student Organization Officer Resources</u> provides guidance for officers of recognized organizations. The handbook outlines student organization authorization, rights, and privileges. It is currently under review. The VP for Student Affairs delegates authority to recognize student groups to the Student Involvement and Leadership Center. There are more than 200 student groups at BSU in any year. <u>Student Organizations Handbook</u>.

"1.1 University Recognized Student Organizations. More than 200 student groups at Boise State University register each year with the Student Involvement and Leadership Center. Student organizations provide opportunities for learning outside the classroom, meeting others with similar interests, developing life, work and leadership skills, gaining a broader experience and a greater perspective, and engaging students as citizens of the campus community.

The authority to recognize student organizations on behalf of Boise State University resides with the Vice President for Student Affairs and Enrollment Management. However, this



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authority is delegated to the director and staff of the Student Involvement and Leadership Center."

BSU recognizes student agencies, organizations, social fraternities and sororities, and club sports.

"1.1.1 Definition of a University Recognized Student Organization. A University Recognized Student Organization is a group of students organized around a common purpose that is officially recognized by Boise State University. Recognized Student Organizations include:

Student Agencies are autonomous organizations that receive a direct student fee. Student Agencies include: Associated Students of Boise State University (ASBSU), MLK Living Legacy Committee, Student Media (including the student newspaper and radio station).

Student organizations are housed and supported by the Student Involvement and Leadership Center.

Social fraternities and sororities are housed and supported by the Student Involvement and Leadership Center.

Club sports are housed and supported by Campus Recreation."

Academic groups are managed by departments and excluded from the handbook.

"1.1.2 Academic Department Groups. Groups that are based solely in an academic department are not recognized by the Student Involvement and Leadership Center and therefore are not granted the same rights and privileges. Department based groups are often managed and funded by the department in which they are housed and are not eligible for student fee funds."

Rights include the use of university resources and funding. Please note that some information may be outdated or inaccurate during this time while the policy is under review.

- "Ability to apply for ASBSU grant funding.
- An organization page on CampusGroups.
- A university email address for your organization upon request.
- Access to Student Involvement staff for day-to-day advising and support, leadership development, and training.
- An on-campus financial account with an initial zero balance for future organization expenses and/or fundraising.
- Ability to reserve meeting rooms in the Student Union Building, academic buildings, and other approved spaces on campus.
- Ability to request the use of a university credit card for approved purchases.
- Possible tax exemption for pre-approved purchases.
- Order catering, request audio/visual equipment, request event parking, and other resources at a reduced rate through Student Union Events and campus partners.
- Promote programs/events and post advertising materials on campus.



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- Print up to 200 photocopies each semester at no cost in the Student Involvement office.
- Request a free locker in the Student Involvement office or additional storage space offcampus.
- Request a mailbox in the Student Involvement office.
- Participate in Involvement Fairs, coordinated by Student Involvement.
- Request to borrow digital projectors, event supplies, and equipment at no cost from Student Involvement.
- Use paper, paint, and assorted office supplies available in the Student Involvement and Leadership Center."

BSU uses the platform called <u>CampusGroups</u> to manage and support student organizations.

#### **Travel Policy**

Student travel may be university sponsored. Travel Policy.

"3.12 University Sponsored Travel. Pre-authorized travel that is funded (in part or whole), supported, and/or coordinated by Boise State University. Student travel may be university-sponsored whether or not the travel was pre-authorized (see section 4.16)."

Approval authority is delegated to the responsible person for funding or a higher authority.

"4.3 Approval Authority. The following individuals are authorized to approve travel authorizations and expenses: a. The person responsible for the Department ID or funding source from which travel expenses will be charged. When the employee is the person responsible for the funding source to be charged for the travel expenses, their travel and expense reimbursements must be approved by a higher authority, e.g., the dean or vice president. b. The traveler's supervisor or department head."

Students who travel must sign an agreement which requires departmental approval.

"4.16 Student Travel. a. Students who intend to participate in University Sponsored Travel must complete the <u>Student Travel and Field Trip Expectations and Consent Agreement</u>. This form must be held and maintained within the department from which the student is arranging travel, or the department that is sponsoring the travel."

Travel advances are allowed as long as procedures are followed.

"b. Travel advances are allowed for student travel for up to one hundred percent (100%) of the estimated travel cost. The following provisions apply to student travel in addition to this policy's other provisions: University Sponsored Travel, whether group or individual, must comply with Travel Services procedures and any additional requirements imposed by the department sponsoring the travel. Educationally beneficial Vicinity Travel may be scheduled by the department chair or unit head at their discretion."

Foreign travel is also addressed within the policy.



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"Students who are not employed by the University, but who are traveling abroad under the auspices of Boise State University, must contact the Center for Global Education prior to travel to ensure the mandatory Student Travel Accident insurance is purchased and to ensure all safety and medical issues relating to foreign travel are properly addressed. This includes but is not limited to student travel related to graduate studies, field work, research, or other educational purposes."

Additional forms and requirements exist, which are attached to this document: Student Org Travel Checklist and the Field Trip Consent Form.

#### Vehicle Use Policy

The current policy applies to employees, including student employees. BSU is currently updating their policy. Students are directed to rent vehicles from Enterprise or Hertz. The authorization process is expected to remain in place. The policy excerpts below are from April 2024 and are under review. <u>University Vehicles Policy.</u>

"Scope and Audience. This policy applies to all University Fleet vehicles and all employees, including student employees, who drive any unit of the University Fleet while on Official University Business. Students and volunteers are not covered insureds under the State of Idaho Risk Management Program and may not drive any unit of the University Fleet. This policy does not apply to employees who use vehicles controlled by Boise State University under the terms of a Car Share program or to the use of personal vehicles. The State of Idaho Risk Management Program does not cover the use of personal vehicles."

The fleet policy restricts vehicle use to authorized drivers for business purposes only.

"2. Policy Statement. The University Fleet must only be operated for Official University Business by Authorized Drivers in the safest possible manner and in a way that projects a positive image of the University."

Authorized drivers must have a motor vehicle record check prior to approval.

"3. Definitions. 3.1 Authorized Driver. The owner of a valid operator's license who is subject to an approved Driver's License Record Check and has completed any required training under section 9".

The University Fleet is defined as all vehicles under the control of the university.

"3.6 University Fleet. All motorized or electric vehicles and equipment, including vehicles and equipment not licensed for road use such as ATVs/UTVs, golf carts, the Helmet Cart, and Trailer and Tow-Behind Equipment owned, leased, or otherwise under the control of the University."

The policy clarifies the types of activities authorized for business purposes: authorized travel, programs and authorized activities, professional meetings, and daily business.



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"3.4 Official University Business. An activity or support function that directly carries out Boise State's mission of instruction, research, and service through the following authorized purposes:

University business for which travel expenses have been authorized (see University Policy 6180 – Travel for details); or

Travel directly associated with instructional programs of the university, including field trips, grant program administration, and approved non-academic activities; or

Professional meetings by University-authorized personnel or representatives, such as the Idaho State Board of Education, University-approved associations, and recognized student organizations; or

Day-to-day use to support the work of the University."

The policy declares that the department, driver, and the driver's supervisor are responsible for following policies.

"5.1 University Fleet. a. The approving department, the Authorized Driver, and the Authorized Driver's supervisor are responsible for ensuring the University Fleet vehicle and/or equipment is used only for Official University Business."

Authorized drivers must sign an agreement which defines driver qualifications.

- "6. Authorized Driver Qualifications. a. Before becoming an Authorized Driver, the driver must possess a valid driver's license and sign an <u>Auto-Drivers Expectations Form</u>. Authorized Drivers may be subject to follow-up DLR/MVR checks based on the type of University Fleet usage."
- "2. Only employees and Authorized Volunteers of the State of Idaho or Boise State University are permitted to driver state owned or leased vehicles. Students are not contemplated as drivers of state vehicles, unless employed and operation of vehicles is within the course and scope of their position."

Student drivers must complete the new Student Driver Authorization Form prior to travel.

#### Idaho State University

#### **Student Organizations**

Student organizations are recognized by ISU by ASISU and the Office of Student Organizations. <u>How To Establish A Recognized Student Organization At Idaho State University</u>.

"Conditions for Recognition. F. Relations Of The University To Student Organizations - Recognition of student organizations and other ASISU affiliates shall not be construed as agreement, support, or approval by ASISU, but only as a process of recognition which confers certain rights and responsibilities. Further, campus organizations and other ASISU



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affiliates have a strong obligation to avoid representation or give the impression that their actions reflect the views of ASISU.

G. Delegation Of Authority For Recognition - The authority to recognize student organizations has been delegated by the University President through the Dean of Student Affairs to the Office of Student Organizations and the Associated Students of Idaho State University."

Rights include the use of university resources and funding.

- "Privileges Of Recognition. Upon recognition by ASISU, the student organization will be granted the following privileges:
- 1. Privilege to be listed as a recognized student organization at ISU.
- 2. Privilege to sponsor or present a public performance on University property when facilities have been properly reserved and regulations and rules are followed.
- 3. Privilege to reserve the use of University facilities (some restrictions and fees may apply).
- 4. Meeting rooms may be reserved free of charge.
- 5. Privilege to include the name Idaho State University in the club's official title.
- 6. Privilege to request funds from ASISU subject to the regulations of the University and ASISU Finance Committee.
- 7. Privilege to conduct fund-raising projects on campus.
- 8. Privilege to participate in all-University events.
- 9. Privilege to request co-sponsorship with the Student Activities Board.
- 10. Privilege to establish organizational dues.
- 11. Privilege to invite organizational speakers.
- 12. Privilege to post signs and distribute literature in accordance with University regulations.
- 13. Privilege to use services of the ISU Motor Pool.
- 14. Privilege to have posters designed and distributed on campus (some restrictions apply)."

The student organizations benefit the university as a whole by building relationships and participating in activities that are educational in nature.

"The philosophy of faculty/staff advisorship of student organizations is based upon several premises. The most important of these is that meaningful educational relationships will develop between student groups and their advisors and that these relationships are beneficial to the students, to the advisors and to the University community as a whole. Other benefits to be derived from serving as advisors include the following:

- 1. Advisors can offer organizations experience to assist in the growth and development of leadership within the organization.
- 2. Advisors provide a degree of continuity to student organizations whose composition change from year to year as new students enter and graduate.



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- 3. Advisors' knowledge of University operations enable them to assist organizations in facilitating programs and the achievement of organizational goals.
- 4. As an employee of the institution, the advisor is in a position to assist the University as well as the organization by working with groups to assure that organizational programs and activities are educational in nature, they contribute to the total educational mission of the institution, and ensure the organization is worthy of continuing recognition and association."

ISU publishes the list of recognized clubs.

#### **Student Travel Policy**

ISU authorizes students to travel individually on behalf of the institution. Student Travel.

"II. Policy Statement. Students participating in travel officially sponsored by the University are required to comply with this policy as well as other ISU and State of Idaho travel policies, rules, regulations, and laws. Students traveling on behalf of the University must be enrolled at ISU for the term(s) in which they are traveling and their travel authorizations and related reimbursements must conform to <u>University Business Travel ISUPP 2000</u>."

Student employees and students who are not employees may be authorized to travel.

- "III. AUTHORITY AND RESPONSIBILITIES A. Student employees of ISU traveling for the benefit of the department in which they are employed are required to process their preapproval and expense reimbursement through the University's travel system and become familiar with the Travel Policy found here: <a href="http://www.isu.edu/finserv/tepolicies.shtml">http://www.isu.edu/finserv/tepolicies.shtml</a>.
- B. Student travelers who are not ISU employees must file an approved paper travel authorization and reimbursement form with Accounts Payable. The form is available at <a href="http://isu.edu/finserv/teform.shtml">http://isu.edu/finserv/teform.shtml</a>."

#### **Student Group Travel**

Student Group Travel is defined under a separate policy and must be for university business.

- "I. Introduction. This document establishes and communicates policies and procedures governing travel by student groups on Idaho State University (ISU or University) official business that is properly authorized and essential to achieving the goals and/or fulfilling the mission of ISU departments and colleges. The requirements for Student Group Travel for ISU students are specific and different from the requirements for ISU employee travel."
- "IV. Definitions. A. Student Group Travel is defined as pre-approved travel arranged by the University for a group of two (2) or more students to accomplish a specific University task or purpose. Student Group Travel may be paid for in full or in part, directly or indirectly by the University; organized by the University with participants or sponsors paying; organized by others and paid for by the University; or supported by the University in the form of organization, management, staffing, transportation, or space provision. Student Group



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Travel may include transportation, lodging, activities, events, meals, tours, conferences, meetings, etc. Student Group Travel must be conducted in full compliance with University Business Travel ISUPP 2000."

A faculty or staff sponsor is responsible for authorizing student group travel.

"III. Authority And Responsibilities. A. A faculty or staff sponsor (Group Leader) is responsible for coordinating the sponsored Student Group Travel. Examples of Student Group Travel include but are not limited to, athletic competitions, band tours, choir tours, debate, and class field trips."

#### University Vehicle Use Policy

ISU's policy covers all university vehicles owned or leased and requires driver authorization. Transportation Services manages the policy and the vehicle pool.

"I. Policy Statement. The University maintains a Fleet of University-owned Vehicles which are classified as Department-Owned Vehicles, Leased Vehicles, or Pool Vehicles. All such Vehicles fall under the authority of Transportation Services. Driving a University Vehicle is a privilege conferred by the University at its own discretion; and, to best protect the safety of the campus community and security of University property, only Authorized Users may drive a University Fleet Vehicle. Failure to comply with this policy may result in suspension or termination of University Vehicle driving privileges; may have financial consequences; and/or may result in disciplinary action."

If a vehicle is owned by a business unit, the authorization rests within the unit.

"III. Authority and Responsibilities. C. Campus Units with Department-Owned Vehicles are responsible for: 1. Administrators, managers, and supervisors are responsible for ensuring that only properly qualified and authorized individuals are allowed to drive Vehicles in support of University programs and activities under their direction and control."

Passengers are limited to employees and volunteers on business. Any other passengers require authorization.

"IV. Procedures to Implement. F. Passenger Restrictions. Only authorized ISU employees or volunteers participating in University projects or programs, and students participating in authorized travel, may ride in University-owned Vehicles. Individuals who are not involved in state business, or persons not participating in ISU projects, programs, or authorized trips may not ride in or operate a Fleet Vehicle unless prior approval has been granted by the President or their designated representative(s)."

Driver qualifications include a motor vehicle record check and signing agreement(s).

"G. Driver Qualifications. 3. Drivers who operate a Fleet Vehicle are required to complete and pass a driver's license record check prior to using the Vehicle. The Motor Vehicle Record Check Authorization & Release authorizes the University to conduct a record review



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of the driving history of an individual. Employees and ISU students who hold a valid driver's license will provide a signed authorization, as well as a signed Acceptable Vehicle Use Agreement to Transportation Services and initiate the process. Out-of-state driver's license holders are also required to provide a signed Out-of-State Notification and Release form."

#### Lewis-Clark State College

#### Student Clubs and Organizations

The President delegates the responsibility for recognizing student organizations. Recognized Student Clubs and Orgs Manual.

"1. Recognition of student clubs and organizations is an administrative responsibility assigned to the Senior Vice President/ Vice President for Student Affairs or his/her designee by the President of the college."

Student groups are recognized as part of the college's mission.

"Introduction. The work that you do as part of a student club or organization on campus is vital to completing the mission of LC State. Where we prepare students to become successful leaders, engaged citizens, and lifelong learners."

LCSC categorizes student groups as affiliated or recognized.

"Section 1. RSCO Definitions and Requirements. Affiliated Student Organizations (ASO) - are organizations that receive a direct student fee. (i.e. ASLCSC, Warrior Entertainment Board and Student Media Entities).

Recognized Student Clubs & Organizations (RSCO) - receive fees or dues are paid directly by student members, or is funded in whole or part by a College division or department. These organizations fall into the following categories:

Academic-Honorary: scholastic honor societies, those that recognize students who excel academically or as leaders among their peers, often within a specific academic discipline, membership in these organizations is limited to students declared into a specific major/program or based on GPA

Academic-Major: centered around the specific majors/programs, membership in these organizations is limited to students declared into a specific major/program

Athletic Clubs: intercollegiate athletic teams funded and founded by students

Community/Civic Service: organization designed to support charitable causes, to socialize, and to share educational and personal growth opportunities

Cultural/Ethnic: organization within a culture/subculture that works for the preservation or promotion of culture



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Professional: organization seeking to further a particular profession and the interests of individuals in a particular field

Religious/Spiritual: organization and has a principal purpose of educating and advancing religion

Special Interests: organization with a shared interest in advancing a specific area of knowledge, or learning"

However the affiliated or recognized student group does not inherently mean they conduct business on behalf of the college.

"Relation of the College to ASO/RSCO. ASO/RSCO status shall not be construed as an agreement, support, or approval by the College, but only as acknowledgement of the rights and privilege for the organization to exist at the College. The Status does NOT: ... Confer the ability or acknowledgement of conducting business on behalf of or officially representing the college."

Rights include the use of university resources and funding.

"Section 4. Benefits & Privileges. RSCOs are eligible to use many of the same resources as college offices and Academic Departments. These resources can be helpful tools in centralizing communication between group's leadership, current members and prospective members. RSCOs using these services are responsible for following all LC State policies related to these resources. If you have questions about these resources, please contact the corresponding office directly. RSCO standing allows the group to access certain benefits and privileges including:

- Access for Advisors and Student Officers to edit the RSCO's group page in Do More
- Ability to sponsor speakers and events on campus (in accordance with LC State policies governing such events)
- Access to guidance from the Office of Student Involvement about event planning, fundraising, marketing, financial management, etc.
- Mostly free use of facilities, when available (select spaces have rental fees, but RSCOs are offered a discounted rate)
- Ability to use the name of the College in their official title (guidelines established by College Communications)
- Ability to advertise and/or promote RSCO, activities and programs on campus
- Ability to apply for funding opportunities including application for Associated Students of Lewis-Clark State College (ASLCSC) funding and/or other institutional funding
- Participation in leadership training
- Access to Clubhouse for meetings and events (reservation required)
- Free printing in the Clubhouse for the purpose of RSCO (limited to 150 pages of black and white or 50 color printing per RSCO per semester)



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- Access to WEB's poster printing free of charge
- Access to storage space in the Center for Student Leadership (limitations apply)
- Ability to checkout event resources: audio/visual equipment, games, and other useful equipment (fees may apply)"

Student group travel for university business must be approved.

"Section 9. Events & Reservations. Special Events. Travel. The opportunity to represent LC State throughout the state, nation and internationally is one of the many benefits of being a RSCO. RSCOs that travel for official organization business must adhere to LC State policies and procedures regarding travel. The policy in its entirety can be found in the LCSC Travel Policies and Procedures Manual."

"An activity that is sponsored by the College, funded in part or wholly by the College, undertaken using a College vehicle, or undertaken under the scope of the organization, would be considered traveling on official College business."

Student groups may use college vehicles and training is required.

"Drivers of vans must be van training certified, through an in-person training with Jacob Crist as well as completion of the Vehicle Use Agreement. Student drivers are required to complete the online training annually. Staff/Faculty drivers must complete the training every three (3) years."

Liability coverage is defined by risk type.

"Section 9. Risk and Liability. Some RSCO events/activities, both on and off-campus, may involve potential for risk. In some cases, the student organization as a group or individual members and officers may incur some liability in the event of a claim. RSCOs should take all reasonable precautions to manage risk at their events. RSCOs should be aware of the following policies:

Low risk, on campus events are generally covered through the College's liability insurance. Some examples of low risk activities are RSCO meetings, movie screening, awards banquets, guest speakers, and game nights.

Higher risk, on campus events may not be covered by the College's liability insurance. In such cases, RSCOs should have all participant sign a waiver releasing the group of liability. Pintable copies of the waiver are available on the Administrative Services website. Some examples of higher risk events are contact sports, dance classes, bounce houses, and events with possible physical injury.

Off campus events are not covered by the College's liability insurance. RSCOs who host events off campus should have every participant sign a waiver regardless of the level of risk involved. Travel in personal vehicles is not covered by the College's liability insurance.



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RSCO members/advisors who provide transportation to or from RSCO sponsored activities in personal vehicles are advised to have all passengers sign a waiver.

Participation of Minors - Individuals under the age of 18 may not participate in any RSCO event, regardless of the level of risk, without a signed waiver from a parent or legal guardian.

Claims brought as a result of negligence by an RSCO as a group or an individual may not be covered by the College. In such cases the RSCO or individual members may be liable. The information presented above provides general guidance but, due to the complicated nature of risk, does not cover all scenarios. If you have questions about liability or would like assistance in evaluating risk for an RSCO event, please contact the Office of Student Involvement."

LCSC uses the platform called <u>Do More (powered by CampusGroups)</u> to manage and support student organizations.

#### Travel Procedures Manual

Student group travel and reimbursements must be approved. Travel Procedures Manual.

- "16. Student Group Travel. B. Authorizations Group field trips must have one college employee designated as the leader or sponsor for each group"
- "C. Two weeks before travel, a student representative for college clubs and/or organizations must visit the Risk Mgmt. Coordinator in the Office of the Vice President for Finance and Administration to review the Event Expectations list"
- "E. Reimbursement. Where official college club accounts are involved, a club officer or the faculty advisor is responsible for retaining documentation to substantiate expenses."

Student and volunteer travel must also be approved according to the policy.

- "17. A. Student, Part-time, Irregular, Adjunct employees and Authorized Volunteers may travel on official college business only under one of the following two designations and should always be reimbursed through the requisition process, not a Travel Claim.
- B. Authorized Volunteers including but not limited to Students and Part-time employees may travel if they fall under the definition of an "Authorized Volunteer" which requires that they meet three criteria. The travel must in all cases occur: (1) at the request of the college (2) under the control of the college (3) for the benefit of the college
- C. Student Organizations: Travel is allowable when necessary to the organizational purpose, approved by the advisor, and within the guidelines of group travel. Rental vehicles can be arranged, but insurance coverage provisions should be closely examined, with additional insurance purchased when necessary to protect the travelers, the organization, and the college. A license background check is required of all students or authorized volunteers before operating a college owned, rented or leased vehicle. The background check is



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obtained through Security. See Policy 4.112 for all requirements and report to Risk Management in the office of the Vice President for Finance and Administration.

D. Otherwise, reimbursable travel is not allowed, except as stated for student organizations (addressed in a separate section). Travel must be authorized in advance by the appropriate delegated authority, documenting the benefit and its relation to the college. Individual approvals are required for each trip and annual authorizations are not permissible. No liability protection is provided for any personal or other unauthorized use of a vehicle. Reimbursable travel expenses are determined by the appropriate delegated authority but not to exceed travel levels outlined in this manual."

#### College Owned and Rented Vehicles Policy

LCSC vehicle use policy limits use to approved travel for business only and applies to all owned or rented vehicles. <u>College Owned and Rented Vehicles Policy.</u>

- "1. Policy. A. College-owned vehicles, leased vehicles, and vehicles rented with college funds (including commercial rentals and vehicles loaned or rented from other community or government agencies) are considered to be state vehicles and may be used only for official college business. The use of state vehicles for personal or other non-official business is prohibited, by Idaho Board of Examiners travel policy (3 F) which states:
  - i. "The use of a state vehicle for personal or other non-official business is strictly prohibited. Commuting from the traveler's primary work location and declared residence using a state vehicle is permissible only when the official travel purpose begins or ends outside the traveler's usual daily work schedule, such as before 7am or after 6pm, or for other reasons considered in the best interest of the state that are specifically documented and authorized by the approving authority."
  - ii. "State vehicles shall not be operated by or used to transport individuals who are not directly involved in the official state travel purpose unless prior approval has been granted by the approving authority. State vehicles shall be operated only by individuals who possess a valid operator's license."

Authorized drivers who are not employees must be approved by the president or a vice president and are considered volunteers.

- "2. Approved Drivers. B. Individuals who are not on state business, or persons who are not participating in LC State projects, programs, or authorized trips may not operate or ride in a college-owned, rented, or vehicle unless prior approval has been granted by the responsible vice president or the president. Family members may not travel in a college-owned vehicle, unless they are conducting official college business as part of the trip.
- C. Individuals who are not LC State employees must receive approval to drive the vehicle by the president or a vice president. In situations where the president or a vice president determines use of a LC State vehicle is for official purposes, individuals who possess a valid



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driver's license and who are not LC State employees may be authorized to drive LC State vehicles. An Authorization of Approved Driver of College-Owned Vehicle form must be completed. All such authorizations must be approved in writing in advance by the president or a vice president. Persons authorized to drive vehicles under this section are considered to be "authorized volunteers" for purposes of financial responsibility and for purposes of the Idaho Tort Claims Act, Idaho Code §6-901 through 6-929. Examples of situations that may be approved under this section include use of LCSC vehicles by members of boards or councils performing services for the college.

Authorized drivers are qualified to drive if they are over 18 years old, pass a motor vehicle record check, and sign the vehicle use agreement.

- "3. Qualifications. D. Departments are responsible for ensuring that their employees/students or approved drivers complete the appropriate paperwork and training (i.e., 15 passenger van course CD) before driving a college-owned vehicle or vehicle rented, loaned, leased for official college business or officially sanctioned student activity. The required documentation/procedures for an LC State employee are as follows:
  - i. Vehicle Use Agreement A copy should be provided to public safety and the driver ii. 15-passenger van use Individuals must complete the 15-passenger van safety training. This training is on a CD and takes approximately one (1) hour to complete. Please contact the Public Safety Department to complete training or complete approved van driving course through Work Force Training."

Students who are authorized to drive must also have a signed authorization for business purposes.

"E. The required documentation/procedures for an approved non-LC State employee (including students) are as follows:

- i. Authorization of Approved Driver of College-Owned Vehicle
- ii. <u>Vehicle Use Agreement</u> Copies provided to public safety and driver
- iii. 15-passenger van Use Individuals must complete the 15-passenger van safety training. This training is on a CD and takes approximately one (1) hour to complete. Please contact the Department of Public Safety to complete training or complete approved van driving course through Work Force Training."

Passengers may be employees, persons participating in business, and students participating in authorized travel.

"2. A. Only the following persons may ride in LC State owned and rented vehicles: i. LC State employees; ii. Persons participating in LC State projects or programs; and iii. Students participating in authorized travel.



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## University of Idaho

#### Student Organizations

The <u>Student Organization Handbook</u> explains who is responsible for recognizing student organizations, the process, policies, and procedures. The Department of Student Involvement manages this process.

"Section 1: Recognition of Student Organizations A. What Recognition Means: There are two paths for undergraduate student organizations to become recognized by the University of Idaho. The first is registering on Engage Uldaho to become a Recognized Student Organizations (RSO) and the second is registering as an ASUI Affiliated Student Organization (ASO). The former is the bare minimum status to be considered a student organization on this campus. The latter status is most commonly sought after and is associated as a typical university student club. It comes with more perks and support than RSO status, but also with more responsibilities and requirements to remain in good standing.

Recognized Student Organization (RSO). The University of Idaho recognizes all types of student-run organizations through a registration process with the Department of Student Involvement (DSI)... Examples of RSOs:

- Undergraduate student clubs or organizations
- Graduate student clubs or organizations
- Sport Club Federation organizations

...Only undergraduate and non-sport club federation student organizations are eligible to seek ASUI affiliation (or ASO status). By default ASOs are recognized by the University and are affiliated with ASUI. DSI employs student and professional staff to provide additional support, resources, and training to ASOs.... Examples of ASOs:

- Undergraduate student clubs or organizations
- Multi-cultural Greek fraternities and sororities"

The benefits provided by UI to an ASO include resources and funding.

- "Eligible to apply for a maximum of \$2,000 in reimbursed funds from ASUI
- Event planning and promotion resources, advising, and support
- Meeting space reservations in DSI main space (Commons 302)
- Access to office materials
- Computer usage
- 200 free black & white printing; 100 free color prints
- Free color paper and cardstock
- Three free banner and/or large poster prints
- Storage space for supplies
- Physical mailbox
- Free requested leadership on-demand training
- Discounted advertising with campus Student Media outlets



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- Priority registration for Palousafest and Get Involved Fairs
- Awards and scholarships
- Promotion items and supplies"

However, recognition does not automatically authorize performing business on behalf of UI.

"University Recognition and/or ASUI Affiliation status does NOT: ... Confer the ability or acknowledgement of conducting business on behalf of or officially representing the University."

Other department sponsored or affiliated student organizations may have additional requirements.

"D. Operating as "The University." Department Sponsorship and Affiliation. Some student organizations are department sponsored or affiliated. These organizations may receive additional funding, advice, and support from the sponsoring department. In turn, these departments also have additional responsibility for the actions of the organization and may have additional policies. Most student organizations do not conduct business on behalf of or officially represent the University. Therefore, policies exist to acknowledge the separation (naming, travel, etc.)."

State RMP insurance is described. Examples of claims are included in the handbook for edification.

"Section 5 – Risk, Liability, and Insurance. B. Insurance. The University of Idaho participates in the risk and insurance program of the State of Idaho. University of Idaho complies with the Idaho Tort Claim Act. State Risk extends General Liability coverage to sanctioned student groups (RSO or ASO). General Liability covers the university and does not provide personal liability to group members or officers. General Liability provides coverage for bodily injury and property damage to OTHERS (not the university, and not group members or officers). This is the ONLY type of coverage extended to groups... The University DOES NOT COVER members and officers of your group for injuries sustained by a member/officer. As students of the University, each member/officer is required to have their own Personal Medical Benefits. Members/officers are responsible for making sure their Personal Medical Benefit policies EXCLUDE HIGH RISK activities. Please note that some Personal Medical Benefit policies EXCLUDE HIGH RISK activities. To make members/officers aware of the risks, develop a Waiver."

"C. Travel/Auto Insurance Auto insurance always follows the title of the vehicle. Use of a personal vehicle for university business is NOT COVERED by University of Idaho. Even if a personal vehicle is used for group or university purposes, personal vehicles are NOT COVERED."

UI uses the platform **Engage Uldaho** to manage student organizations and activities.

#### **Travel Policy**

Departments and the Division of Finance and Administration are responsible for authorizing travel for business to adhere to all existing laws and policies. The travel policy applies to employees,



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students, unpaid members of advisory committees, and limited expenses for recruiting candidates. <u>Travel Policy</u>.

"A. General. It is UI policy to reimburse employees for expenses incurred while traveling on official UI business. Such reimbursement is subject to all applicable statutes, regulations, contracts, policies, procedures and budget availability.

Departmental administrators, along with the Division of Finance and Administration, are responsible for ensuring that travel expenditures comply with the State of Idaho travel policies. Employees are responsible for compliance with all UI policy and procedure relating to travel, including APM 05.08 Vehicle Coverage and Use. Employees are expected to be prudent in making travel arrangements and selecting the lowest cost options available."

Student travel may be authorized for funding.

"H. Student and Team Travel. General. Student travel related to the student's employment or educational experiences is eligible for expense reimbursement. Travel authorizations and reimbursements follow the student travel procedures provided in H-2 through H-4.

Athletic Team and Student Group Payments. Group leaders who pay all or part of the group's expenses may be reimbursed by submitting a travel expense claim/report for the actual expenses incurred.

Student Travel with Employee. If a student travels with an employee, the employee may pay for the student's travel expenses, except meals, on a purchasing card. All student travel charges will need to be reconciled and included on the employee's travel expense report.

Student Travel without Employee. If a student is traveling without a non-student employee, the department may pay for student travel expenses, except meals, on a purchasing card."

The mode of transportation follows SCO's policy.

"M. Travel: Mode of Transportation. General. a. Selection of Mode of Transportation. Travelers shall use the most cost-effective and efficient mode of travel. Exceptions to this requirement may be allowed due to unusual or unforeseen circumstances that are properly documented and authorized by the approving authority. Any costs associated with excess travel time resulting from the use of other modes of travel for personal reasons shall not be allowed. Travelers must use the most direct or efficient route of travel that considers actual costs and travel time. Additional factors can be considered when selecting the route of travel, such as weather conditions or other issues which could increase travel time or hazards to the traveler."

Rental vehicle insurance is described.

"4. Vehicle and Transportation Rentals. 3. Insurance. The University provides coverage through the State of Idaho for rental vehicles if they are to be used exclusively for official



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business. If the traveler is unable to use State of Idaho insurance, they should contact UI Risk for advice in obtaining additional insurance. Neither the state nor the purchasing card provides coverage for personal use and a certificate of insurance will not be issued; the employee's or agent's coverage applies."

#### Vehicle Use Policy

UI allows vehicle use by authorized drivers for business purposes only. Vehicle Use Policy

"B. Policy. University Vehicles (any licensed vehicle or SOHV owned, rented, or leased and Coach Courtesy Vehicles, if Coach Courtesy Vehicle is not used for personal business) are provided to further the educational mission of the university, and may be used only for official university business. The use of University Vehicles for personal or other non-official business is strictly prohibited. Operators of University Vehicles are expected to be good stewards of this important asset. Good stewardship includes: proper maintenance of the vehicle; ensuring drivers are authorized, trained and have good driving records; vehicles comply with State Risk Management coverage, procedures, and passenger restrictions; rentals comply with State of Idaho contracts; incidents are reported promptly and units cooperate with the claims management process."

"Before operating University-Owned Vehicles, SOHVs, Coach Courtesy Vehicles that is not used for personal use, rented vehicles, or vehicles leased for university business, a university employee must have on file with his/her unit: i) an Authorization to Travel form approved by the appropriate authority for the unit; (ii) verification of completed driver training; (iii) a satisfactory driver's record check; and (iv) a signed Vehicle Use Agreement which states adherence to driver and safety requirements."

Insurance coverage for medical payments, personal vehicle use and liability, and the exposure of carrying passengers are explained in detail to inform the driver of their own personal responsibilities.

"F-3. Medical-Payments Coverage for University Vehicles. Medical-payments coverage is not carried on University Vehicles. For this reason, university policy restricts passengers (see section M)."

"G. Use of and Insurance for non-University Vehicles. When a university employee or student uses any non-university vehicle for official university business, (i) such drivers are responsible for compliance with all federal, state, and local laws and regulations applicable to vehicle operation; (ii) drivers are not to use mobile phones or other electronic devices while operating a vehicle, including but not limited to using such devices for texting; and (iii) the non-University vehicle's insurance is primary. Up to the limit of the Idaho Tort Claims Act (\$500,000), the university's liability coverage is excess, but only Non-Owned and Hired Auto Liability and not Personal Liability. The university's comprehensive-collision coverage will not extend to a non-university vehicle driven on university business by its owner or by another driver. The private vehicle's comprehensive-collision insurance (if available) will provide the only coverage (see section M for passengers). Employees should check with



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their personal insurance company to determine coverage on their privately-owned vehicle when used for business purposes. The university makes no representation with respect to the safety of any personally owned vehicle and passengers of a personally owned vehicle must determine the safety of the vehicle and the qualification of the driver."

Students are allowed to ride in state vehicles.

"M. Passengers. M-1. Passengers Allowed. Only the following persons may ride in University Vehicles: (i) UI employees, (ii) persons cooperating in UI projects or programs, and (iii) students participating in authorized travel.

Additional language explains existing and non-existing insurance coverage.

- M-2. Medical Payment Coverage. Medical-payments coverage is not carried on University Vehicles.
- M.3. Rental Car Agency Insurance for Passengers in Rental Cars. Rental car agency insurance for liability and physical damage may be purchased if any passenger is not covered by student insurance or by worker's compensation insurance.
- M.4. Insurance Coverage for Passengers in Privately Owned Vehicles. Passengers in a privately owned vehicle may be covered through the insurance of that vehicle, depending on the insurance coverage maintained by the owner of the private vehicle. There is no insurance coverage through State RMP for passengers. The university makes no representation with respect to the safety of any personally owned vehicle and passengers of a personally owned vehicle must determine the safety of the vehicle and the qualification of the driver."

Rented and leased vehicles can only be used for state business by an authorized driver.

"H. Rental Vehicles. Rental or leased vehicles are only to be used for official university business and must be arranged for by visiting Accounts Payable's Travel Services website through contracted rental companies (see Section H-1). A university employee who will be operating a rented or leased vehicle for university business, must have on file with their unit: (i) an Authorization to Travel form signed by the appropriate authority for the unit; (ii) verification of completed driver training; (iii) a satisfactory driver's record check; and (iv) a signed Vehicle Use Agreement (VUA). See section N for driver's qualifications."

ASUI students can be authorized to drive.

"N-1. ASUI Student Drivers. Students may be authorized to drive ASUI vehicles by procedures approved by the ASUI. Names of students authorized to drive ASUI vehicles must be filed in writing, in advance, with Risk. Student drivers must meet the UI driver qualifications listed in section N-3.

Volunteers may be authorized by leadership to drive. While silent on students, this could include student volunteers.



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N-2. Non-Employee Drivers. The president, or designee, provost, a vice president, dean or director may authorize a non-employee to drive a University Vehicle, excluding 8-12 passenger vans, if the purpose is for official university business and the individual holds a valid driver's license. All such authorizations must be approved in writing in advance and signed by one of the above officials. A UI Authorization of Approved Driver of University-Owned Vehicle form must be completed...Examples of situations that may be approved under this section include use of University Vehicles by members of boards or councils performing services for the university. Persons authorized to drive vehicles under this section are considered to be authorized volunteers for purposes of financial responsibility and for purposes of the Idaho Tort Claims Act, Idaho Code §\$6-901 through 6-929."

## Rental Agreements

Auto insurance typically charges people under 24 a higher premium. Both Enterprise and Hertz waive these additional charges.

#### **Enterprise Rental Master Agreement**

Enterprise Rental Master Agreement (ERMA) allows anyone over 18 years old to rent vehicles for business use at the state rates, whether they are a candidate for hire during the recruiting process, a student performing functions on behalf of the university, or a volunteer. The statewide contract allows 18 year olds to drive regular vehicles, 21 year olds to drive 10 passenger vehicles, and 25 year olds to drive 12-15 passenger vans. Enterprise Rental Agreement.

1.5 Renters under the NASPO contract must be at least 18-years old. Students renting or driving vehicles rented on behalf of universities or colleges must be operating the vehicle on official university/college business, or in connection with university/college-sanctioned activities. Drivers of vehicles with 10-passenger seating capacity must be 21 years old. Renters must be 25 years of age or older to rent 12- and 15-passenger vans. All renters must have a driver's license that is valid during the entire rental period and book under a valid NASPO or authorized State Account Number. Contractor will waive underage and young renter fees for renters age 18 through 20 years of age. Contractor maintains the right to verify employment or other affiliation with Participant that would give them the right to rent as a "Traveler".

The institutions drive off-road for research and field work, which is excluded from the ERMA. BSU recently executed a contract with Enterprise to allow for off-road vehicle use specifically for the biology raptor observation program.

Passenger vans are available in Boise, Idaho Falls, and the Spokane airport. Trucks are available on case-by-case basis. The institutions may be able to arrange to have them delivered. Enterprise doesn't carry many 12 passenger vans, but does have 15 passenger vans which would require additional driver training for real wheel drive. Some institutions prohibit the use of 15 passenger vans for this reason.



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### Hertz Rental Master Agreement

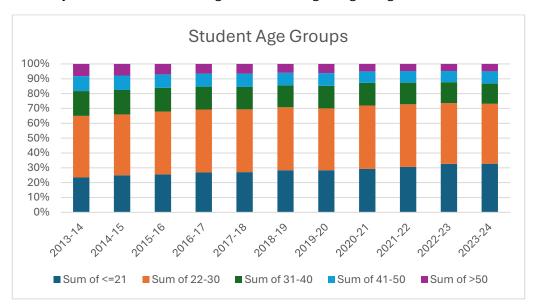
Hetz Rental Master Agreement (HRMA) allows anyone over the age of 18 years old to rent vehicles and the payment method is under the master agreement (MA).

1.5 Rent to any Traveler who possesses a valid driver's license, is at least 18 years of age or older and has a form of payment allowed an MA. No additional prequalification is required either via oral or written inquiry and no minimum age surcharge will be on MA rates. The Contractor shall also allow under the same terms and conditions of the MA more than one Traveler to drive a rental vehicle including another Participating Entity employee traveling with the Traveler.

## **Data and Narratives**

## Student demographics

Our demographic data splits age groups into the following categories: <21, 21-30, 31-40, 41-50, >50. The age of students over 21 at the institutions is declining overall, however, 63-71% of students in the academic year 23-24 are over the age of 21. The largest age range of students is 21-30.



#### Travel and Vehicle Use Narratives

**BSU** 

Of more than 200 clubs at BSU, less than 40 met the requirements for travel with university funds in the past three fiscal years, with a maximum of 44 trips in total in one year. The primary purpose of these trips is to attend academic conferences. Between 11-16 trips per year used university motor pool vehicles. Each authorization includes the trip's cost comparison and accessibility to



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determine whether to rent a vehicle from the state contract, motor pool, or mileage reimbursement.

In FY24, Campus Rec authorized travel 238 times, of which there were 82 club sport trips. 71 of the 82 (86.5%) authorized trips required a rental vehicle(s) from Enterprise or National. They used motor pool vehicles five times. The 11 trips that did not require a rental vehicle used a charter bus or flights to the destination city and an uber/shuttle bus. The Campus Rec trips cost approximately \$58.6k for that year.

There is concern regarding students using their personal vehicles for official travel when the vehicle may not be maintained as well as university vehicles, which could increase the risks of personal use of vehicles for business purposes.

#### ISU

Student Affairs relies on student drivers for student organizations, events, conferences, and academic geosciences and biosciences fieldwork. Academic Affairs runs grant funded programs, and employees and honors program scholars, logging volunteer hours, driving and passengers. Clubs rely on fleet vehicles for events and non-resident student transportation. Athletics authorize their GA students to drive, but this is rare (8-10 times a year). Transportation Services authorizes their student employees to drive. The Outdoor program allows their students drivers to drive. Campus Rec does not allow students to drive. Cost comparison between using a motor pool vehicle or renting from the state contract may prove cheaper for some travel.

#### **LCSC**

The Department of Public Safety authorizes the student employees and volunteers who drive for college business. All are paid employees except for club officers, club members, resident assistants, and student athlete volunteers. If students are not paid employees they are authorized volunteers. There are approximately 60 or more trips per fiscal year. See attached report.

Per the Director of First Year Experience / Student Union Building / Center for Student Leadership, "we have a number of student positions (paid or non-paid) that provide critical support where transportation assistance is needed between campus facilities or off campus programming. Some of these student positions are more explicit about transportation duties, others may not be as explicit. The bottom line is, if you are a student affairs student employee or vetted volunteer (paid or non-paid), we are very dependent on this population to help us operate and continue to provide programming that is part of the educational experience at LC State."

UI

After an auto physical damage claim was denied due to an authorized student driving the vehicle, risk managers informed stakeholders, specifically the committees responsible for financial transactions, that claims may be denied. In response, multiple units reached out for clarification. At this time, the university is adhering to their authorization approval process while warning that potential losses may be incurred due to denial of claims. The following units have expressed



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concerns: all units with affiliates (i.e., ROTC affiliates who are DOD employees), all units with cooperative agreements where use of a UI vehicle is a responsibility of UI (i.e., Fish & Wildlife cooperative agreement since 1978 with US Geological Survey), use of UI vehicles by 4H Certified Volunteers (club leaders), colleges that sponsor competitions and research (i.e., use of UI vehicle sponsored by Engineering on behalf of Clean Snowmobile Club), various class field trips, clubs associated with academia (i.e., Geology Club).

#### **Premiums and Claims**

#### **Covered Vehicles**

The total of all road-ready vehicles and attachments (like trailers) changes each year. In total for all four institutions in the past five fiscal years, the number has fluctuated less than 105 scheduled vehicles and attachments per year, on average 66 vehicles or attachments per year. For FY25, there are in total 1466 vehicles and attachments covered under the auto physical damage policy.

Covered FY25					
BSU	254	17.3%			
ISU	376	25.6%			
LCSC	85	5.8%			
UI	751	51.2%			
Grand Tota	1466	100.0%			

Eliminating vehicles which would not potentially be used by students (assigned to departments such as public safety, facilities/maintenance, and courtesy cars, and other departments) and attachments, there are approximately 880 vehicles scheduled with insurance coverage and potentially available for student use. Please note that these are not exact but approximate figures.

Potentially Available to Students					
BSU	76	8.7%			
ISU	290	33.1%			
LCSC	46	5.2%			
UI	465	53.0%			
	877	100.0%			

## Institution Loss History FY20-24

Overall, most of the institutions' historical losses fall under major property, workers' compensation, and general liability, totaling \$14M in five fiscal years, making up 93.4% of the losses. Auto physical damage and auto liability total \$755k, making up 5% of the losses.



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Coverage	All Claims	Percent of All Claims	Total Paid	Percent of Total Paid
Auto Liability	55	3.1%	\$321,435	2.1%
Auto Physical Da	173	9.7%	\$433,982	2.9%
Boiler and Equipn	19	1.1%	\$218,796	1.5%
Cyber Liability	5	0.3%	\$12,618	0.1%
General Liability	125	7.0%	\$1,347,142	9.0%
Major Property	300	16.9%	\$6,992,080	46.6%
Work Comp	1100	61.9%	\$5,669,906	37.8%
Grand Total	1777	100.0%	\$14,995,959	100.0%

Eliminating workers' compensation from the totals, because RMP only covers out-of-state workers' comp which has a minimal loss history not included in this report, major property and general liability make up 55.6% of the losses, and auto physical damage and auto liability make up 8.1% of the losses.

		Percent of All		Percent of Total
Coverage	All Claims	Claims	Total Paid	Paid
Auto Liability	55	8.1%	\$321,435	3.4%
Auto Physical Dama	173	25.6%	\$433,982	4.7%
Boiler and Equipmen	19	2.8%	\$218,796	2.3%
Cyber Liability	5	0.7%	\$12,618	0.1%
General Liability	125	18.5%	\$1,347,142	14.4%
Major Property	300	44.3%	\$6,992,080	75.0%
Grand Total	677	100.0%	\$9,326,053	100.0%

### RMP Auto Premiums and Claims

Auto liability premiums are not charged to state agencies, since they are rolled into general liability premiums. Auto physical damage premiums is charged to each institution based upon vehicle type and count.

<b>Auto Phys</b>	Auto Physical Damage Premiums							
	2020	2021	2022	2023	2024	Total	FY25	
BSU	\$22,011	\$14,757	\$13,290	\$7,728	\$9,499	\$67,285	\$41,242	
ISU	\$22,102	\$16,174	\$13,404	\$7,796	\$10,372	\$69,849	\$66,020	
LCSC	\$7,904	\$6,875	\$5,981	\$2,602	\$3,054	\$26,417	\$17,390	
UI	\$36,538	\$26,800	\$22,348	\$14,913	\$19,394	\$119,993	\$128,201	
Total	\$88,555	\$64,606	\$55,024	\$33,039	\$42,319	\$283,543	\$252,853	

Premiums - Claims Ratio						
2020	2021	2022	2023	2024	FY25	
-6%	112%	11%	21%	31%	16%	
24%	-60%	24%	35%	9%	26%	
18%	52%	11%	26%	-3%	7%	
64%	-4%	54%	18%	64%	51%	



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<b>Auto Liabil</b>	Auto Liability Claims						
	2020	2021	2022	2023	2024	Total	
BSU	\$2,498		\$6,841	\$18,649	\$47,021	\$75,009	
ISU	\$765	\$11,098	\$5,000	\$32,166	\$12,352	\$61,380	
LCSC				\$30,025		\$30,025	
UI	\$5,172	\$114,280	\$7,584	\$24,335	\$3,651	\$155,021	
Total	\$8,435	\$125,377	\$19,425	\$105,175	\$63,023	\$321,435	

Auto Physical Damage Claims							
	2020	2021	2022	2023	2024	Total	
BSU	\$24,592		\$16,586	\$23,939	\$40,455	\$105,572	
ISU	\$11,559	\$24,082	\$20,706	\$34,205	\$19,471	\$110,023	
LCSC			\$9,461	\$22,424	\$0	\$31,885	
UI	\$7,942	\$27,315	\$38,788	\$28,652	\$83,806	\$186,502	
Total	\$44,093	\$51,397	\$85,541	\$109,220	\$143,731	\$433,982	

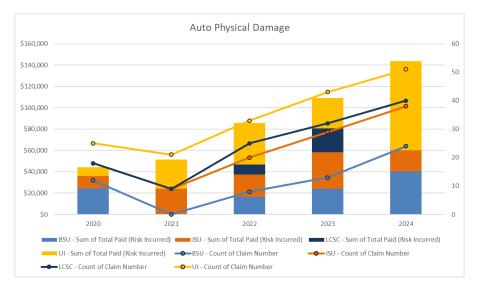
The bottom line is that the state program lost dollars in the past few fiscal years.

Auto Physical Damage Premiums Minus Claims Costs Incurred							
	2020	2021	2022	2023	2024	Total	FY25
State Impact	\$44,462	\$13,209	-\$30,517	-\$76,181	-\$101,412	-\$150,439	\$252,853

FY 25 saw a 500% increase in premiums.

		P	remiums Rat	tio		
	2020	2021	2022	2023	2024	FY25
BSU	25%	23%	24%	23%	22%	16%
ISU	25%	25%	24%	24%	25%	26%
LCSC	9%	11%	11%	8%	7%	7%
UI	41%	41%	41%	45%	46%	51%
Total	100%	100%	100%	100%	100%	100%

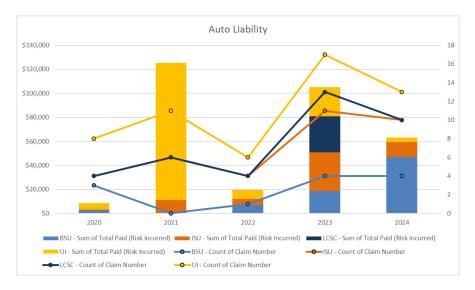
Auto physical damage claims are on the rise. The loss history below includes all claims and is not specific to student drivers. The driver's role is not currently tracked within claims. The count of claims does include denied claims.



Auto liability claims peaked in FY21 and FY23.



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In total, 24.1% of all claims for FY20-24 were denied, under the deductible, inactive or not filed for various reasons.

Claim Sub Status	Auto Liability	<b>Auto Physical Damage</b>	<b>Grand Total</b>
Closed under deductible	0.0%	9.2%	7.0%
Denied	12.7%	13.9%	13.6%
Inactive Claim	0.0%	1.2%	0.9%
No Claim Filed	1.8%	2.9%	2.6%
Open Claim	0.0%	2.3%	1.8%
Paid Claim	85.5%	68.8%	72.8%
Waiting for Subrogation/Restitution	0.0%	1.7%	1.3%
Grand Total	100.0%	100.0%	100.0%



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### State RMP Balances

The Risk Management Advisory Committee meeting reviews RMP balances for each line of coverage.

Risk Management Cash Analysis FY 23 - FY 25 (FY24 Actua

- FY 25 (FY24 Actuals)	30-Jun-24

	FY 25 (projected)										
Description	Beginning Balance	Interest, Transfers Misc Receipts	Agency Receipts	Expense & Claims (1)	Insurance Premiums	Ending Balance	Recommended Reserve				
Administration	203,469	4,200	999,830	(1,040,000)	-	167,499	-				
Liability	12,835,930	261,900	10,311,171	(5,308,494)	(1,507,210)	16,593,297	16,341,885				
Cyber Liability	1,902,786	38,800		(402,820)		1,538,766	999,467				
Miscellaneous Sub-funds (2)	(141,285)	163,885	295,874		(295,874)	22,600					
Inland Marine	147,069	3,000		(17,640)	-	132,429	7,523				
Energy Systems	314,321	6,400	66,174	(65,410)	(203,800)	117,685	47,326				
Auto Physical	(23,615)	-	1,591,373	(1,190,166)	-	377,592	344,384				
Employee Bond/Crime	42,866	900	176,354	(52,283)	(83,953)	83,884	59,735				
Property	(1,105,378)	290,422	5,170,396	(2,161,049)	(2,805,649)	(611,258)	1,247,303				
Total	14,176,161	769,507	18,611,172	(10,237,862)	(4,896,486)	18,422,492	19,047,623				

	FY 24 Actuals 6/30/24 Month-End										
Description	Beginning Balance	Interest, Transfers Misc Receipts	Agency Receipts	Expense & Claims (1)	Insurance Premiums	Ending Balance	Recommended Reserve				
Administration	297,974	8,869	831,522	(934,897)	-	203,469	_				
Liability	14,317,412	483,641	4,687,004	(4,888,086)	(1,764,042)	12,835,930	14,699,505				
Cyber Liability	1,828,518	74,268	-	-	-	1,902,786	896,233				
Miscellaneous Sub-funds (2)	(130,317)	(39)	383,359	(11,893)	(382,395)	(141,285)					
Inland Marine	146,362	5,897	-	(5,189)	-	147,069	8,747				
Energy Systems	257,191	8,623	259,272	(6,966)	(203,800)	314,321	40,943				
Auto Physical	196,974	216,985	1,009,969	(1,447,544)	-	(23,615)	193,242				
Employee Bond/Crime	126,768	6,470	14,463	(4,950)	(99,885)	42,866	12,880				
Property	(1,601,051)	321,908	7,501,081	(4,521,667)	(2,805,649)	(1,105,378)	1,295,467				
Total	15,439,833	1,126,621	14,686,671	(11,821,192)	(5,255,771)	14,176,161	17,147,017				



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## **Alternative Solutions**

State Risk Procures Alternative Insurance Coverage for Student Drivers

#### **Use Rental Cars**

RMP currently recommends the institutions use rental vehicles when students are authorized to drive. This would cause a financial impact and create additional work time for commuting to the rental agency. Per ISU, there may be savings for some trips. Per UI, vehicles are not readily available and would take additional work time to pick up and drop off if they are available. Per BSU, the cost of rentals is compared to the cost of motor pool vehicle use, and the type of travel may make renting prohibitive.

Enterprise recommended in lieu of passenger vans, that drivers use a combination of minivan and truck for similar seating capacity, storage space, and accessibility.

Long-term rentals reduce the overall cost. The weekly rate is 5.5 time the daily rate for 7days. The monthly rate is 22 times the daily rate for 30 days. There is also a longer-term option with monthly renewal, which includes maintenance or swap out of the vehicle.

Recommend those who travel through FBO (private planes) to sign up for the emerald club at no additional cost. Enterprise can then deliver vehicles. The hotline number to call to make those arrangements at FBO's is 855-233-8990.

Joining the Emerald Club offers the benefit of rental and more options at the same cost.

Kelly can add billing numbers if needed -3-5 business days.

Daily rates for rental vehicles as of 12/11/2024.

Vehicle Class	Enterprise Daily Rates	Hertz Daily Rates
Economy	\$36.83	\$33.41
Compact	\$36.83	\$33.41
Intermediate	\$38.77	\$35.18
Standard	\$38.77	\$35.18
Full Size	\$41.85	\$37.97
Premium	\$91.54	\$63.79
Minivan	\$72.55	\$57.71
Midsize/Standard SUV	\$69.21	\$58.47
Full Size SUV	\$96.00	\$88.59
Premium SUV	\$96.00	\$88.59
Small Pick-Up Truck	\$78.14	\$60.75
Large Pick-Up Truck	\$83.72	\$63.79



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Cargo Van/HD Cargo	\$103.65	\$75.94
Van		
HD XL/Mini Cargo Van	\$111.62	\$75.94
Compact/Intermediate	\$54.69	\$47.59
Hybrid		
Full Size Hybrid	\$60.28	
Electric Vehicle		\$86.06
Jeep/Crossover	\$72.55	
Convertible	\$91.54	
12 Passenger Van <sup>†</sup>	\$136.19	\$98.21
15 Passenger Van <sup>†</sup>	\$156.27	



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# Student Work Experience and Workers' Compensation

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#### Overview

#### Goal

The intent of this project is to reduce the negative impacts a student may experience if injured while working for credit. To accomplish this goal, institutions' staff, faculty, and students must understand the scope of workers' compensation coverage, establish a method of reporting to the insurance providers, and submit claims as they arise during a student's work experience in accordance with the law.

#### Cause

The state's director for Insurance and Internal Support Risk Management Program (RMP) advised OSBE and institutions' risk managers of the required reporting for students who are working for credit outside the State of Idaho.

#### **Summary**

Workers' compensation insurance covers injured employees. Unpaid students who work for credit, or students who are paid a stipend not via payroll, may be unintentionally excluded from insurance. This issue was raised at the Council on Academic Affairs and Programs in September 2024, and a survey was sent out to understand more about students who work for credit towards their degree.

Faculty and program directors track students' location and work experience independently. Reporting must come from individuals each semester on a deadline which satisfies the requirements of the five monopolistic states<sup>1</sup> and insurance carriers. There is no centralized location for this information, and reporting is not comprehensively completed. There is a need to train faculty, staff, and students across all four campuses to ensure compliance.

<sup>&</sup>lt;sup>1</sup> Monopolistic states are states that require employers to purchase workers' compensation insurance from a state-run fund. Employers are not allowed to purchase this insurance from private insurers.



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## Law and Insurance Coverage

#### **Idaho Workers' Compensation Law**

The entirety of Idaho's <u>Statute Title 72</u> is not incorporated here. Idaho jurisdiction does not apply in all instances of potential claims, specifically for out-of-state and online students. However, it is the responsibility of the institutions to ensure that these students do have coverage.

72-205. PUBLIC EMPLOYMENT GENERALLY — COVERAGE. The following shall constitute employees in public employment and their employers subject to the provisions of this law: (9) A work experience student, as that term is defined in section 72-102, Idaho Code, who does not receive wages while participating in the school's work experience program shall be covered by the school district's policy or by the Idaho higher education policy when the work experience student is not covered by the private or governmental entity that is the student's work experience employer.

72-102 (34) "Work experience student" means any person enrolled in the public school districts or public institutions of higher education of this state and who, as part of his instruction, is enrolled in a class or program for academic credit and for which the student is employed by, or works for, a private or governmental entity. The student need not receive wages from the private or governmental entity in order to be classified as a work experience student.

#### FY25 Coverage

The Idaho State Insurance Fund (ISIF) provides coverage for workers' compensation within Idaho for BSU, ISU, and LCSC. UI is self-insured within the state. To date, SIF has been charging a premium for students who work for credit based upon reported hours worked. The jurisdiction of work is assumed to be within Idaho due to enrollment at the institution, however this has not been tested nor determined. BSU and ISU report hours worked for this coverage.

- Hours worked per academic year as reported by BSU 768k, ISU 375-770k.
- NCCI code 9101 (non-professional) rate is 4.96.
- Premium is calculated (hours\*\$1). Current premiums are BSU \$38k, ISU \$18k.
- The institutions are not on SIF's out-of-state policy with Zurich.
- SIF is covering students in good faith based upon Idaho jurisdiction law, which allows for a temporary six-month period of work.
- The State of Idaho has reciprocity agreements with several other states which allow work for a period of up to six months to be covered under Idaho's jurisdiction. These agreements require extraterritorial certificates which must be processed through the Idaho Industrial Commission and submitted to the other state for approval. These certificates are not for long term use and have not been issued.

The state's RMP provides coverage for out-of-state employees through the insurance carrier PMA. The state's RMP must report directly to five monopolistic states and Canada as soon as a student enters those states to work, and on a quarterly or annual basis, the deadlines of which vary by state: Ohio, North Dakota, Washington, Wyoming. Each state has its own form, and requests basic information about the worker, while others request more information. The most information requested includes student name, social security number, hours, wages, dates of work, location address, home address, department, and job class code.



Systemwide Risk Management Services Risk Report February 20, 2025

- PMA coverage for students is limited to social work and nursing/pharmacy in only five other states. ISU has reported clinical rotations for coverage.
- NCCI code 8868 (professional) rate is .52.
- No premiums are charged now due to the low reporting. The institutions will incur additional premiums (hours\*expected wage) once complete reporting is delivered to PMA.

## **Institution Operations**

#### **Survey of Operations**

Tracking work experience for credit is not centralized, and these reporting requirements will cause an increase in administrative work. To identify the internal environment and gauge exposure level, the following survey was created.

- 1. Please provide your name and college or program.
- 2. In your area (college or program), do students work for credit at other private businesses or government agencies? Please use the legal definition as your guide: enrolled in a class or program for academic credit and for which the student works for a private or governmental entity. This means the work earns credits towards a degree. If you select "Other" please describe.
- 3. What software or paperwork is used to assign students to work experience? This will help us understand what resources are used.
- 4. Do students accept the work experience by signing an agreement with the institution or the third party?
- 5. Does your institution have an agreement with the third party for the work experience?
- 6. Who negotiates the agreement with the third party?
- 7. Where are students physically located when they accept the work experience? This may impact the jurisdiction of hire.
- 8. Do students work in other states, US territories, or countries besides Idaho? If yes, please list where if possible. Each jurisdiction has its own workers 'compensation law, and coverage may be defined
- 9. How many students work for credit per academic year in your area (college or program)?
- 10. What is the duration of the work experience? Please describe in as much detail as possible based upon the program details and an individual student's experience, or provide a hyperlink to the information. Each state has its own law related to duration of work in another jurisdiction (extraterritorial coverage).
- 11. Are students paid a stipend or allowance by your institution or by the third party? This may determine which entity should provide workers' compensation coverage.
- 12. If paid by the institution, how do they receive this payment?
- 13. Please provide any additional information you think is pertinent.

Thank you to the following people from LCSC and UI who responded to the survey. Their valuable feedback provided clarity on the nuances of how and where students work for credit.

UI

- Career Services, internships: Eric Anderson
- College of Education, Health and Human Services: Jayme Baker



Systemwide Risk Management Services Risk Report February 20, 2025

- College of Education, Health and Human Services; Movement Sciences; Exercise, Sport, and Health Sciences: Emma Grindley
- College of Letters, Arts and Social Sciences: Traci Craig
- College of Natural Resources: Frank Wilhelm; Charles Goebel
- College of Science: Timothy Johnson
- Education Abroad: Kate Wray Chettri
- Office of International Programs, study abroad: Dana Brolley

#### LCSC

- Physical, Life, Movement and Sport Sciences: Rachel Jameton
- Teacher Education & Mathematics Division: Royal Toy
- Social Work Program & Field Director, Social Sciences Division: Dr. LaChelle Rosenbaum
- Nursing & Health Sciences: Michelle Pearson-Smith
- Psychology Program, Social Sciences Division: Leanne Parker
- CTE: Jeffrey Ober
- Justice Studies Program, Social Sciences Division: Gene Straughan, Ph.D.

#### Oversight of the Work for Credit Experience

The process of finding work experience varies by program. Some programs assign the students to a place of work, some students lead the selection of where to work, and some students can write papers reflecting their past work and its alignment with their degree.

Payment for work also varies. Some students choose paid work and would be covered by workers' compensation through their employer. Some receive grant funds or stipends. Many students are unpaid.

Documentation varies just as widely as place of work. Some programs use Affiliation Agreements with third parties, and some have no agreements in place at all. Student handbooks may be the institution's handbook, or the program may have developed their own handbook.

Both institutions surveyed had some form of documentation in place which states that students are responsible for their own medical bills, and some answers to the survey questions were unknown, indicating a need for training for faculty and staff, and guidelines for students who select their own place of work. The documentation found to be inaccurate has already been corrected.

#### Survey

The intent of the survey was to gather enough information to understand the nuances of work experience and inform our insurance carriers of the exposure, however all the details required for insurance reporting were not gathered at this stage.

From survey respondents who run 14 programs, over 1000 students work for credit per academic year. At UI, eight programs have 260-300+ students. At LCSC, six programs have approximately 580-760 students. There are 11 programs which have out-of-state students; however, these numbers vary greatly from one semester to the next. Across all programs, hours worked per student range from 45-720, though the higher number of hours is student-driven and not typical. Work may span a



Systemwide Risk Management Services Risk Report February 20, 2025

semester or two, or may average six months. The percentage of students working out-of-state for credit within a program ranges from 0-100% per semester. Online students and students who are residents of other states opt to work in their home state. Students can be in any state plus Canada.

Student work experience may be tracked via Canvas, EValue, Qualtrics, Excel, Handshake, in documentation, or not at all. International students are tracked in Sunapsis and SEVIS. Of the respondents who were asked, they were able to provide the count of students working out-of-state without difficulty, except for where there is no tracking in place.

In follow up with a few respondents, almost all expressed that they have had no experience of students reporting injuries during multiple years of leading their programs. One student reported an injury while working in the ER. The student suffered a concussion, which caused a delay in program completion. The student was expected to cover their own medical bills, however this initiative enabled the institution staff to reach out to the injured student to open a claim. The student declined to provide any additional information for a claim to be opened.

#### **Additional Information**

Although Idaho State University did not participate in the survey, the following information was provided. With over 30 programs in which students work for credit, the length of work experience varies from one week to a full year. Students may work in multiple states or remain in one state for the duration of their work experience. There are approximately 2000 students who work for credit at ISU in an academic year, and may work in any of the states.

## Current Exposure, Considerations and Next Steps

#### **Exposure**

Currently PMA expects we have very few students who work for credit, and the following states are listed for student coverage for only clinical/pharmacy and social work: AZ, CO, MA, NY, TX. In reality, we have thousands of students who could be in any of the 50 states or Canada in any semester. After discussing coverage with SIF and RMP, and understanding the gap in reporting, it is expected that the insurance providers will raise premium costs to account for the increase in exposure. Ongoing accurate and timely reporting will manage these costs, however an initial jump in premiums for the first year may be expected. The list of states below is based upon survey responses from UI and LCSC and is not exhaustive. Survey respondents also gave generic answers that the states may vary.

ΑK	CA	CO	FL	MD	ME	MI	MO	MT	NC	NV	OR	PA
	TN	UT	VA	VT	WA	WY	Canada					

In addition, future training will increase awareness of this coverage, potentially increasing the reports of injury and the experience of claims. SIF currently applies the same experience rating to all state agencies, therefore the impact may be minimal.

#### **Considerations**

The primary consideration relates to the student experience. With limited claims for students who work out-of-state for credit, SIF's position that Idaho's jurisdiction for out-of-state students has not



Systemwide Risk Management Services Risk Report February 20, 2025

been tested in other states where laws do not recognize other jurisdictions. The potential exists for an injured student to be involved in a jurisdictional dispute for coverage of a claim.

• The <u>Idaho Industrial Commission</u> (IIC) is "comprised of four divisions: Compensation, Rehabilitation, Adjudication, and the Crime Victims Compensation Program. The Idaho Industrial Commission offers rehabilitation services. Employees are the state's greatest business asset. It is essential to the fiscal health of the state to quickly return injured workers to the labor force. The Idaho Industrial Commission is an administrative court, and through the Adjudication Division, it provides decisions in workers' compensation disputes between workers and employers." Idaho-based injured students may benefit from the free rehabilitation and adjudication services if there is a dispute.

Additional considerations are for the institutions to become compliant in reporting to insurance providers, who must report to other jurisdictions, and maintain compliance with FERPA.

- There is no comprehensive national report on workers' compensation laws or reporting
  requirements per state. A cursory review of workers' compensation laws in other states
  revealed penalties, fines, misdemeanor charges and up to jail time for lack of reporting.
  Jurisdictional laws vary, with some states following the employer and some following the
  employee. The definition of temporary work is sometimes stricter than in Idaho.
- Is there a path to develop a reporting chain of command directly to insurance carriers?
- OSBE can create surveys and gather this information each semester, the risk is that this
  depends upon responses from faculty or program directors, leaving a potential gap in
  reporting as evidenced by the minimal survey responses.
- Would this reporting impede FERPA compliance? The information requested is part of the student record. There is no employment record for student work experience. Per workers' compensation law, no employer required to carry coverage nor any employee can decline coverage.

#### **Next Steps**

- Coordinate and participate in the creation and rollout of working groups.
- Develop materials for students who work for credit to verify coverage exists at their place of employment or self-report coverage as needed.
- Develop training materials for students, faculty, and staff.
- Distribute training materials and contract language to all four institutions.
- Negotiate with insurance carriers to determine whether out-of-state coverage should reside with State Risk or the State Insurance Fund.

#### **Resources**

Department of Human Resources
Idaho Industrial Commission
Department of Labor
CorVel (UI specific)
State Insurance Fund (BSU, ISU, LCSC Idaho specific)
State Risk Management Program (out of state specific)



INFORMATIONAL - PPGA TAB 2





his report celebrates the hard work and achievements of our entire community—students, faculty, staff, and partners—who together are shaping a brighter future for Idaho and beyond.

For AY24-25, Idaho State University focused institutional efforts and priorities on five focus areas aligned with the institutional strategic plan.



#### **ENROLLMENT GROWTH & STUDENT SUCCESS:**

Intentional and sustainable growth focusing on student recruiting, retention, and improving completion rates. ISU launched a comprehensive Strategic Enrollment Management process that draws on the expertise of staff, administrators, students, and faculty as we look for opportunities to expand our enrollment reach in more economical ways.



#### **ENHANCING PHYSICAL INFRASTRUCTURE:**

Strategize innovative solutions for replacing, enhancing, and building new infrastructure with state support, public-private partnerships, and philanthropy and leveraging ISU's A-1 bonding status. ISU is focused on our academic and research buildings, residence halls, infrastructure for our student-athletes, and the creative arts.



#### **ACADEMIC & RESEARCH FOCUS:**

Continued growth of ISU's research enterprise to meet the needs of the state, industry, and government partners - in ways that lead to economic diversity and prosperity. ISU





#### **EXTERNAL RELATIONSHIPS & PARTNERSHIPS:**

Work with public and private partners to identify efficient ways to conduct academic programming, purposeful research, and workforce development focusing on local and statewide economic impact and solution-oriented partnerships at all of ISU's campuses. ISU will energize Bengal alumni in preparation for a new comprehensive fundraising campaign.



## EMPLOYEE ENGAGEMENT, EMPOWERMENT & CONNECTION:

Invest in the people who are investing their time and efforts to make ISU great. ISU will focus on market, equity, and retention structures that develop and retain our great team. ISU will empower them through shared governance and shared responsibility to serve innovatively and with the resources they need to be successful.

The successes we achieved in the last year include increasing enrollment for a sixth consecutive semester, focusing on strategic plans and priorities for our Idaho Falls and Twin Falls campuses, expanding our health professions programs and services across the state, and strategically addressing the University's budget deficit, a year ahead of schedule. As an institution, we are poised to continue our momentum, making a positive impact on our students and communities.

Ryw Wy

ROBERT W. WAGNER, PH.D. | President

INFORMATIONAL - PPGA TAB 2





INFORMATIONAL - PPGA TAB 2

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INFORMATIONAL - PPGA TAB 2

#### **ENROLLMENT GROWTH & STUDENT SUCCESS**



HIGHEST ENROLLMENT **IN 10 YEARS** 

New recruitment events such as "Experience the ROAR", in Pocatello, Idaho Falls, Twin Falls, and Meridian create opportunities for potential students to engage with ISU programs.

#### **IDAHO'S ONLY TUITION LOCK PROGRAM**

ISU is the only institution in the state that allows students to pay the firsttime college freshman rate for up to four years.

#### **CONTINUED EDUCATION PROVIDED TO**

Serving students through workforce training, continuing education, and professional development.

#### **ALBION CENTER FOR PROFESSIONAL DEVELOPMENT**

Empowers K-12 educators nationwide to advance their careers and enrich their lives.

CREDITS AWARDED

Compared to 13,078 students in 2023, for a total of **70,000** educators enrolled nationwide since 2018.

The majority of Albion's students are located in Idaho with the rest coming from all 50 states.

#### **EXPANDING PARTNERSHIPS TO SERVE RURAL IDAHO**

The INCLUDE (Idaho Needs Connectivity Leading University Distance Education) program brings access to ISU dual enrollment courses and telehealth (mental health) services to communities in:

> **1,186** new students from **INCLUDE** schools have attended ISU since 2020.



**INFORMATIONAL - PPGA TAB 2** 



## ATHLETES LEADING IN ACADEMIC SUCCESS

3 10

**AVERAGE ATHLETE GPA** 

ISU athletes lead the Big Sky Conference with an impressive **95** Bengals earning recognition last spring.

## EMPLOYMENT AFTER GRADUATION

88%

**EMPLOYED FULL-TIME** 

Upon graduating, most 2023 graduates were employed full-time. With 921 being employed within the northwest of the United States, most of those being in Idaho.

829

#### **BENGAL SUCCESS CENTER**

The Bengal Success Center represents an integrated approach to educational support services by bringing together multiple academic support programs under one roof. This centralized model enhances accessibility and promotes student educational success through coordinated, comprehensive student support services and dedicated resources for faculty support in teaching, learning, and assessment.

The Bengal Success Center is the home of the following programs:

**UNIVERSITY TUTORING** 

**BENGAL BRIDGE** 

**UNIVERSITY HONORS** 

**INTENSIVE ENGLISH INSTITUTE** 

TRIO

HIGH SCHOOL EQUIVALENCY PROGRAM

**COLLEGE ASSISTANCE MIGRANT PROGRAM** 

In addition to serving all students throughout their entire educational journey, the Bengal Success Center will house the new **CENTER FOR LEARNING AND INSTRUCTIONAL EXCELLENCE**. This center will provide enhanced opportunities and training for faculty professional development.

Services are available for students at all campuses, with a centralized office in Pocatello.

#### **ACADEMIC AND RESEARCH FOCUS**

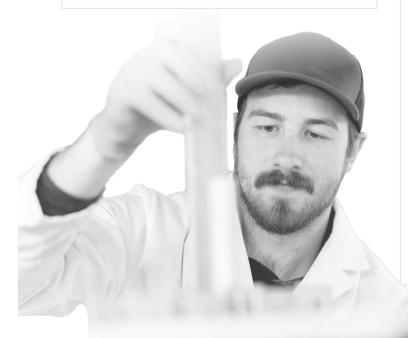


## IDAHO'S FIRST UNIVERSITY TO SIGN A SUPER AGREEMENT WITH THE INL

The newly signed Strategic Understanding for Premier Education and Research, or SUPER agreement, expands cooperation between ISU students, faculty, and laboratory researchers in two key areas: critical and strategic materials and minerals, and environmental sustainability and security. Research in critical and strategic materials and minerals involves the study and development of essential materials and minerals that are vital for modern technology and industrial processes but are at risk of supply disruptions.

## ENVIRONMENTAL SUSTAINABILITY EFFORTS

Focus on carbon reduction, sequestration and storage technologies, digitalization and artificial intelligence, geothermal energy, and spent fuel storage and disposition.



## IDAHO STATE UNIVERSITY IS THE HEALTH SCIENCES LEADER FOR IDAHO

843 health care graduates in 2024 and clinical training in 80% of Idaho's counties.

45,514

5 + 54

PHARMACIES HEALTH SCIENCE DEGREE PROGRAMS

\*2024 clinical data

ISU's Physician Assistant program is ranked in the **Top 12% in U.S. News & World Report.** 

CLINICS

## **EXPANDING OUR HEALTH CARE OFFERINGS**

The Kasiska Division of Health Sciences is experiencing significant expansion across a wide array of programs. By FY29, we project 297 additional new student seats compared to FY24. Highlight areas include:

Certified Registered Nurse Anesthetist (CRNA) program - Beginning Fall 2025

Nursing program expansion - Twin Falls, Coeur d'Alene

Occupational Therapy and Nutrition & Dietetics growth - *Meridian* 

Certificates in Mindfulness, Public Health, and Clinical Psychopharmacology

Physician Assistant (PA) program growth

Medical Laboratory Sciences (MLS) online program grew nearly 400% in one year



#### **NEW HEALTH SCIENCE PROGRAMS** IN DEVELOPMENT

**DENTAL HYGIENE BS - MERIDIAN** 

**OCCUPATIONAL THERAPY - ALASKA** 

**MASTER'S IN ADDICTION STUDIES** 

Ph.D. AND DrPH IN APPLIED HEALTH RESEARCH AND EVALUATION

**3+4 BS-DO WITH ICOM** 

**DOCTORATE OF ORAL PRACTICE** 

MASTER'S IN PHARMACY LEADERSHIP - COLLEGE OF **BUSINESS** 

**DMSc IN MEDICAL SCIENCE IN SPORTS MEDICINE** 

PHYSICIAN ASSISTANT- LEWIS & CLARK STATE COLLEGE

**ACCELERATED MS TO Ph.D. IN DENTAL HYGIENE** 

**DNP AND MS IN MIDWIFERY** 

FAMILY NURSE PRACTITIONER GRADUATE CERT.

RADIOGRAPHIC SCIENCE MAMMOGRAPHY CERT.

**PUBLIC HEALTH: U.S. RURAL HEALTH CERT.** 

PUBLIC HEALTH: BIOSTATISTICS/EPIDEMIOLOGY CERT.

**GRIEF AND LOSS CERT.** 

ATHLETE COUNSELING CERT.

**INJECTABLES CERT.** 

CLINICAL PSYCHOPHARMACOLOGY GRAD CERT.

#### **ENROLLMENT IN HEALTH SCIENCES PROGRAMS**

**HEALTH SCIENCE STUDENTS** 

**IN SPRING 2025** 

**HEALTH SCIENCES DEGREES CONFERRED IN SPRING 2024** 

#### **GRADUATING STUDENT SUCCESS**

**GRADS REMAIN IN IDAHO** 

LABORATORY SCIENCE

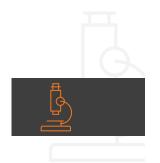
#### **HEALTH SCIENCES RESEARCH & CLINICAL INNOVATION**

ISU launched the Community Psychiatric Center, the only outpatient psychiatric clinic with full-time board-certified psychiatrists in Pocatello. Two counselors have been hired and plans include adding additional psychiatrists and a neuropsychologist.

Simulation Lab (Spring 2025): \$1.8 million Workforce Development Council grant and Portneuf **Health Trust support** 

**REVENUE** 

**REVENUE** 



#### **PROGRAM PRIORITIZATION**

Idaho State University has relied upon its program prioritization process to ensure a consistent and engaged evaluation of its academic programs for alignment with state workforce needs and student interest. In doing so, our process has supported our institutional mission and ensured appropriate and efficient use of resources. The program prioritization process for ISU's most recent five-year report, internally known as the Program Health and Sustainability Model was submitted to and approved by the Idaho State Board of Education in 2021, and has led to a number of innovative developments that are enhancing student experience, increasing retention, and supporting student success.

Since ISU's submission in 2021, there have been 31 program discontinuances and 5 more are anticipated in the upcoming year. Over the course of the last five years, approximately 80 programs were expected to develop and articulate action plans for programmatic improvement.

26 NEW DEGREE 49
NEW ACADEMIC

NEW CAREER

PROGRAM DISCONTINUANCES

Certificates are designed to create a suite of workforce-informed stackable credentials to prepare students for Idaho workforce opportunities.

We have begun reviewing our current key metrics and evaluation processes and are revising these in preparation for the launch of the next multi-year cycle of the State Board of Education's required program prioritization process.



RESEARCH AT ISU

We provide comprehensive research and scholarship support to students and faculty.



INFORMATIONAL - PPGA TAB 2



#### **ENHANCING PHYSICAL INFRASTRUCTURE**

#### LIFE SCIENCES BUILDING



ISU and DPW are preparing to issue an RFQ for professional planning and design services for the construction of a new Life Science Building on the Pocatello campus. We anticipate that the RFQ will be posted in the Spring 2025 with the goal of selecting a design firm prior to Fall 2025. We were pleased to recieve \$14 million from the legislature to support this project.

#### **ROY F. CHRISTENSEN BUILDING**



Planning and design is underway with the design firm and general contractor that will provide expanded space for both the Physician Assistant Studies Program and the Medical Lab Science program within the Roy F. Christensen Building on the Pocatello campus. Ground breaking for this capital project is scheduled for August, 2025.

#### **LEONARD HALL REMODEL**



Substantial completion of the project is scheduled for August, 2025. All furnishings and equipment will be installed in the newly renovated Leonard Hall during the summer. Labs and classrooms will be ready for faculty, staff, and students for Fall 2025.

#### **IDAHO FALLS RESEARCH LABS**

ISU is working with DPW to prepare an RFQ for professional planning and design services for an energy research space within the Center for Higher Education Building on the Idaho Falls campus. It is anticipated the RFQ will be posted in Spring 2025. When completed, the space will provide reconfigurable, flexible, research laboratory space for PI's from ISU, and the University of Idaho, in partnership with researchers from the INL.

#### **MERIDIAN CAMPUS EXPANSION**

Goals for 2025 include the construction of modest storage space on the existing Meridian campus so that the farm house and related storage barns on the undeveloped 23 acres can be razed during the summer of 2025. ISU and DPW are also partnering with the irrigation district to cap and/or relocate canal irrigation that runs through the 23 acre site. ISU will continue discussions with the State of Idaho to address traffic impact concerns raised by the City of Meridian along Locust Grove and Central Drive.



#### **DEFERRED MAINTENANCE UPDATE**







**REED GYM POOL** 

STUDENT UNION PARKING LOT RENOVATION

**NEW BOILERS** 

ISU expended over \$45M in deferred maintenance funding since the beginning of FY21. Completed projects included the renovation of the Reed Gym swimming pool, the redesign and renovation of the Pond Student Union Building Parking Lot, and numerous HVAC and roofing projects. Of significant note, ISU's largest deferred maintenance project involves the renovation and upgrading of the central heat plant and steam tunnel infrastructure which provides steam heat to over 80% of the Pocatello campus. Two new energy efficient boilers are being installed within the plant this spring with plans to have the new equipment fully commissioned and providing heat to the campus by Fall 2025.

## GROWING STUDENT HOUSING WITH A PUBLIC-PRIVATE PARTNERSHIP

ISU selected Reith Jones and Associates, (RJA), as the successful respondent to an RFQ seeking real estate and P3 student housing advisory services. RJA is also the advisor that assisted the University of Idaho on recent student housing and utility projects. ISU is embarking on a 2 phase engagement with RJA. The first phase of the project is anticipated to be completed by the Fall 2025 and will entail a comprehensive feasibility and market analysis and related financial modeling for public, private, partnership opportunities to develop student housing at ISU. Phase II of the project is anticipated to be launched by the end of 2025 and will include the launch of a formal RFP, seeking a partner developer to construct and operate new student housing, followed by the renovation of existing student housing inventory thereafter. The project will also explore the feasibility of adding P3 retail and food service opportunities to enhance student housing and student life activities.





#### **EXTERNAL RELATIONSHIPS AND PARTNERSHIPS**

## STRENGTHENING COLLABORATION WITH IDAHO INSTITUTIONS

7

**NEW MOU'S SIGNED** 

In the last year, ISU expanded partnerships with the Idaho National Laboratory (INL), the Idaho College of Osteopathic Medicine (ICOM), Lewis-Clark State College, College of Eastern Idaho, and College of Southern Idaho to expand programs and research.

MARKETING DATA
JULY - MARCH

11 MILLION

MPRESSIONS

120K

**Using Data to Drive Conversions** 

+31%

**VS MARCH 2024** 

+12%

VS MARCH 2024

#### CONNECTING WITH SUPPORTERS FROM ACROSS THE COUNTRY

Through the Bold Path Forward initiative, President Wagner connected with alumni nationwide and held listening sessions with faculty, staff, and students on every campus from every college and division.

ALUMNI TOUR EVENTS

400
ALUMNI
VISITED





Idaho State University and College of Southern Idaho were chosen by the American Association of State Colleges and Universities and the Aspen Institute College Excellence Program to participate in the Transfer Student Success Intensive, a yearlong opportunity to learn about research and current practices in creating transfer pathways, making it easier for students from all backgrounds to smoothly transition from community college to earning a bachelor's degree.

This program is an opportunity to continue to ensure that all Idaho students have the opportunity to meet their educational goals, as well as continue to meet statewide workforce needs. In October, the two institutions signed a Memorandum of Understanding, which includes expanding the nursing and medical laboratory science programs in Twin Falls to meet growing needs and streamlined advising and academic support.

At the College of Southern Idaho and Idaho State University, we envision a seamless, student-centered transfer experience that empowers learners to achieve their academic and career goals without barriers. Our shared commitment is to create a unified educational ecosystem that fosters opportunity. Through strategic alignment of curricula, proactive advising, and strong institutional collaboration, we aim to increase degree transfer and completion rates, reduce time to graduation, and support workforce readiness across Idaho. Together, we champion transfer pathways that are clear, supportive, and transformative.

Idaho State University and College of Southern Idaho will be a part of a cohort of 10 teams composed of individuals from 10 four-year institutions and 13 community colleges, representing 10 states. These partnerships will work collaboratively over the next year to create sustainable transfer reform strategies tailored to their institutional and student needs. Since its inception in 2021, the Transfer Intensive has worked with 91 colleges—including 41 AASCU members—impacting over 16,000 transfer students across 23 states.

#### **IDAHO COLLEGE OF OSTEOPATHIC MEDICINE**

Idaho State University's partnership with the Idaho College of Osteopathic Medicine continues to demonstrate the power of practical, results-driven collaboration. Founded in partnership with ISU in 2016, ICOM has relied on ISU's faculty, labs, and infrastructure to launch and grow. Today, it is producing a new generation of physicians with a strong commitment to serving Idaho communities.

Our recently signed research MOU marks a significant next step in this relationship. It expands joint research, clinical collaboration and hands-on, interprofessional training, ensuring ICOM students gain real-world experience while contributing to ISU's statewide healthcare mission. ICOM students already benefit from ISU lab access, especially in anatomy and physiology, and we are working to deepen those connections across research and clinical training. Together, ISU and ICOM are training doctors and fostering innovation, discovery, and community-based healthcare.

The results speak for themselves: more than 430 graduates, nearly all matched to accredited residency programs, and over half entering primary care, Idaho's greatest need. With approval for ICOM to expand its enrollment by 40 percent and grow its reach, this partnership is positioned to deliver even more for the state.

Integrating ICOM fully into ISU would strengthen a proven model, creating a physician pipeline rooted in Idaho, lowering tuition costs for Idaho students and keeping decision-making close to home. This is a fiscally responsible, Idaho-first solution to a growing healthcare crisis, and a once-in-a-generation opportunity to build on what's working for the long term.





#### **EMPLOYEE ENGAGEMENT, EMPOWERMENT, AND CONNECTION**

#### **OPPORTUNITY ALIGNED RESOURCING (OAR)**

OAR is a forward-thinking framework for strategic institutional growth and sustainability. Much like the rudder of a ship, OAR is designed to steer ISU toward future goals by strategically aligning university resources with opportunities leading to mission accomplishment. OAR is a collaborative process that integrates expertise throughout the University to plan for strategically optimized resource allocation.



ISU is poised to close its budget deficit a year ahead of schedule.

#### PERSONNEL

Hiring managers are empowered to make personnel recommendations using the University's Budget Model Data Set, Program Analytics Dashboard, and benchmarking data, amongst other resources. Personnel resource decisions will be made through collaborative analysis and dialogue, with a clear and efficient workflow.

#### BUDGET ADJUSTMENTS

All university units and departments are expected to actively manage their operating and irregular budgets and are empowered to reallocate these budgets to respond to needs and opportunities.

#### PROJECTS

Launched a series of deep-dive budget optimization projects to explore issues and opportunities for increasing efficiency and effectiveness of programs and services across the university. This resulted in millions in recurring budget savings.

COMPLETED OAR PROJECTS



INFORMATIONAL - PPGA TAB 2



INFORMATIONAL - PPGA TAB 2

#### ISU STUDENT SELECTED FOR PRESTIGIOUS COLUMBIA UNIVERSITY SCHOLARS PROGRAM



**Left:** Elijah Escobedo intends to serve rural Idaho communities as a dermatologist. **Right:** The rigorous program includes public health courses from Columbia University in New York City.

fter a nationally competitive process, secondyear honors student Elijah Escobedo, expected to graduate in 2027, was one of 30 students selected for the Public Health Scholars Program at Columbia University in New York City.

The Summer Public Health Scholars Program (SPHSP) is designed for undergraduate students and its goal is to increase interest in and knowledge of public health and biomedical science careers.

SPHSP is a partnership of the Columbia University Vagelos College of Physicians and Surgeons, College of Dental Medicine, School of Nursing, and the Mailman School of Public Health. Together, they represent the broad spectrum of public health practice. SPHSP was awarded by the Centers for Disease Control and Prevention (CDC) Office of Minority Health under the CDC John R. Lewis Undergraduate Public Health Scholars Program.

This is a rigorous program that includes public health coursework at Columbia University; hands-on field experience and immersion in multi-sectoral public health issues; seminars and lectures with public health leaders; and mentoring by faculty members, ensuring student exposure to the breadth and importance of

public health as a career option. This summer, Escobedo will be exposed to field experiences in New York City, participating in academic coursework ranging from epidemiology to biostatistics, as well as completing a final project.

Escobedo, who studies biomedical sciences at ISU, aspires to earn a master's degree in public health and a medical doctor degree to serve Idaho's large migrant community.

In his application, Escobedo describes how "as a native Idahoan, I have become aware of the state's high rate of skin cancer in the agriculture and dairy industries through personal and familial experiences." Escobedo explained, "I aspire to be a multilingual dermatologist who provides health education and skin assessments within rural Idaho communities by providing marginalized populations with sufficient knowledge about their health risks for skin cancer."

Recently, Escobedo was awarded the Bobette Wilhelm Memorial Scholarship in recognition of his work in the community as a certified nursing assistant, his research in Dr. Heather Ray's lab, as well as serving as a Collaborative Research Fellow for the University Honors Program.

## INFORMATIONAL - PPGA TAB 2

#### HELPING IDAHOANS TREAT OPIOID ADDICTION



Left: Pharmacy students count pills. Right: School of Nursing students in training on the Meridian campus.

n initiative within ISU's School of Nursing will help the entire state of Idaho and its population of rural areas that have health professional shortages especially as it pertains to behavioral health and substance use disorders. A grant of \$900,000 from the Substance Abuse and Mental Health Services Administration (SAMHSA) was awarded to span the three years of this initiative.

Dr. Michelle Anderson noted that "Idaho experienced 381 drug overdose deaths in 2022. Idaho's suicide rate is the fifth highest nationwide and the entire state is considered a mental health shortage area."

Unfortunately, with the high level of suicides and overdoses, combined with the state's existing providers only making up 25 percent of the current need, the state is in prime need for additional mental health care providers.

Idaho State University is taking on the challenge the state faces by educating students early in their professional coursework and believes this will increase confidence and decrease stigma associated with treating patients with substance use disorder (SUD). An interdisciplinary cohort of doctor of nursing practice (DNP) (nurse practitioner), public health, and counseling students will observe and engage with SUD community experts to learn foundational best practice protocols and methods for SUD assessment and treatment. Interventions include implementation of the SAMHSA 12 SUD modules, interdisciplinary work among the healthcare students, synchronous and asynchronous work with our students, community partners, and subject matter experts.

Further interventions include creation of a Community Advisory Committee for ongoing and real time feedback to allow for appropriate content and activity adjustment. Equally important will be implementation of direct clinical observation time for students within the community organizations, especially those that treat rural and culturally diverse populations, allowing for direct learning of curricular content.

#### GAINING SUPPORT FOR ACADEMIC RESEARCH

\$1.6M

In grant-generated facilities and administrative recovery funds distributed by ISU directly to colleges, researchers, and principal investigators. \$17.5M

In annual research and development expenditures of the \$39.7 million in total externally-sponsored grant and contract expenditures.

\$4M

Of that \$39.7 million supported undergraduate and graduate student scholarships, tuition, fellowships, stipends, and wages for students working on research projects alongside ISU faculty.

#### CARNEGIE HIGH RESEARCH ACTIVITY

Trending upward year after year, research at ISU is a driver of growth and development and solidifies Idaho State's classification as a Carnegie-classified High Research Activity institution.

#### STUDENT ACCESS & EARNING POTENTIAL

The Carnegie Foundation and the American Council on Education classified ISU as a professions-based undergraduate/graduate-doctorate institution, one of only 135 U.S. mid-sized universities. Idaho State was also recognized as a higher student access-medium earnings university. This designation is reserved for institutions who offer broad access to students across many demographics, and with students earning between the average median income and up to 50 percent above average median income after graduation.

#### **EXTERNAL AWARDS**

In FY24, ISU received nearly \$40 million in external research awards. This represents a 45% increase in research awards and a 200% increase in research funding since 2018.

#### STUDENT RESEARCH

Last year, ISU students also received just over \$4 million in externally-sponsored wages, fellowships, and stipends to participate in research and creative scholarship activities.

#### IMPACTFUL FACULTY

Every month, ISU recognizes the impactful teaching and research of our faculty. Scan to read their stories.



#### THE NEXT GENERATION OF FERTILIZERS



Left: Cory Jenkins, Ph.D., Associate Professor of Chemistry at ISU. Right: Sulfur-based hydrogels developed by Dr. Jenkins.

ory Jenkins is an expert when it comes to sulfur-based chemistry. In her lab, Jenkins and her students work to combine elemental sulfur—a by-product of oil refining, natural gas production, and metal smelting—with other molecules to create new substances. In the last few years, the lab has created polymers that can detect and remove precious metals from wastewater and serve as adhesives.

In Spring 2023, Jenkins attended the American Chemical Society's meeting, where she heard a common theme: water. Farmers are always looking for ways to get more yield out of every square inch of available soil, and doing that means the crops themselves need more water at the ready.

Jenkins also heard about how farmers were having to apply sulfur to their crops. Sulfur is an essential nutrient

for plants, and as the world is switching from burning fossil fuels to renewable energy sources, less and less sulfur is in the air, and less and less is being deposited to the soil via rain. Those two combined ideas—the need for water and the need for sulfur—struck like a lightning bolt in Jenkins's mind.

Jenkins said, "I was in the hotel lobby, and I immediately started writing down questions I needed to find answers to, such as how sulfur chemistry works in plants and how plants access sulfur. It was the best four hours I've had at a conference."

Back in Pocatello, Jenkins got to work. Her starting point was the precious metal detecting polymers. Called hydrogels, these are polymers that can absorb water. Jenkins proposes creating a sulfur-based hydrogel that could be used as a Swiss Army Knife of fertilizer for crops by providing much-needed water and sulfur.

#### ISU RESEARCHER DEVELOPS ALGORITHM TO MODEL BRAIN ACTIVITY



Left: Emanuele Zappala, Assistant Professor. Right: Emanuele Zappala, Assistant Professor used his mathematics background to develop the algorithm.

manuele Zappala, an assistant professor of mathematics at ISU, and his colleagues at Yale have developed the Attentional Neural Integral Equations algorithm, or ANIE for short. Their work was recently published in Nature Machine Intelligence and describes how ANIE can model large, complex systems using data alone.

"Natural phenomena—everything from plasma physics to how viruses spread—are all governed by equations which we do not fully understand," explains Zappala. "One of the main complexities lies in long-distance relations between different data points in the systems over space and time. What ANIE does is it allows us to learn these complex systems using just those known data points."

For example, says Zappala, the brain is one of the systems ANIE can model. "In the brain, one neuron is not only affected by nearby neurons but also by others that are further away since connections between neurons can be very long. Also, the brain does not work only in the present but also uses memory and information from the past. ANIE functions similarly to the brain itself, in that predictions are made by gathering information from all space and time data points."

Currently, running ANIE requires a lot of processing power, and training ANIE on a system can take up to 10 hours on a typical laptop. Zappala says one research track he may follow for ANIE is to make the algorithm "more computationally efficient," allowing it to be run on an off-the-shelf consumer computer. Another could be exploring its applications for nuclear fusion and studying the universe's smallest particles. To start, however, Zappala has received a nearly \$700,000 grant from the National Institutes of Health to explore how ANIE can help diagnose the severity of neurological diseases in the brain over the next four years. Zappala and his collaborators will train ANIE using recordings of brain activity to determine the "dynamic fingerprints" of different brain activities and then be able to decode the results and provide a severity score for various disorders such as depression, dementia, anxiety, and more.

"Beyond the brain, ANIE could be used by an engineer to design a new type of reactor, a doctor to diagnose a patient's disease, and a physicist to study the properties of plasma," said Zappala. "While ANIE itself is not of immediate use to most people, its applications may reverberate in the lives of everyone."

### INFORMATIONAL - PPGA TAB 2

#### EARTHQUAKE RESISTANT CONCRETE BEAMS



Left: Metal dissipators used in the ISU Structural Laboratory. Right: Mustafa Mashal, Ph.D., Associate Professor (right), leads the Structural Laboratory.

o the untrained eye it may not look like much, but travelers can see a piece of groundbreaking research taking effect on Interstate 15 at Exit 80 in Fort Hall thanks to the work of researchers at Idaho State University.

The new interchange features a precast concrete pier supporting the 222-foot long and 88-foot wide bridge spanning the Interstate. Unlike their cast-in-place counterparts, precast concrete components are cast off-site in controlled environments and transported to the construction site for final assembly. The pier is one of only a handful like it in the Gem State.

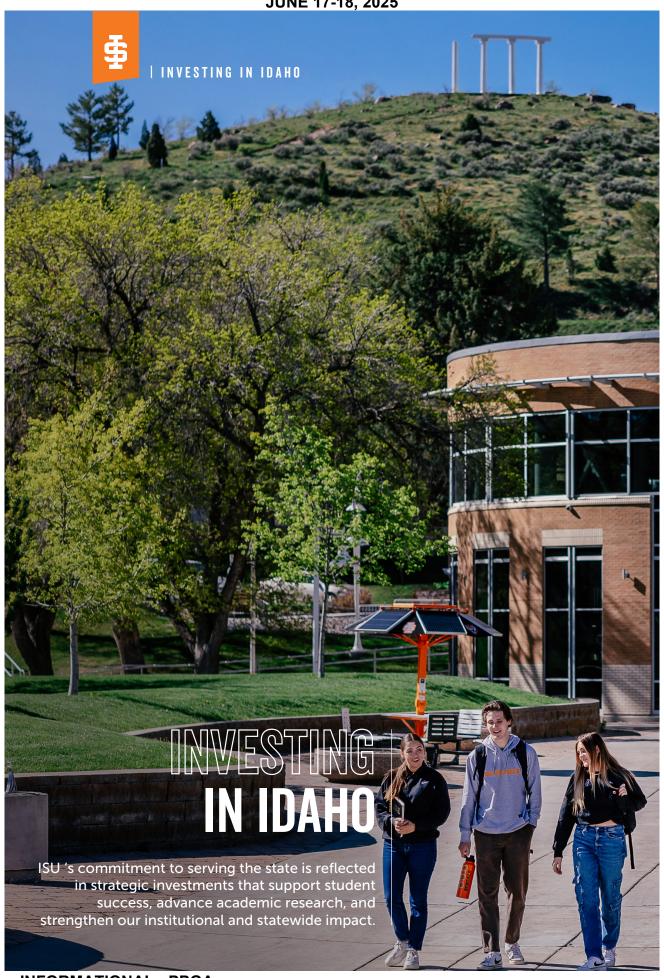
The initial concept for the piers was the brainchild of Leonard Ruminski, a former bridge designer with ITD who now works as a senior bridge engineer for Burgess & Niple. Collaborating with the researchers at Idaho State, he hypothesized that a concrete-filled steel pipe strategically placed in a critical location of the bridge inside the support would better dissipate the enormous stresses put on the piers during an earthquake.

Large-scale testing of the piers started in 2019 at ISU's Structural Laboratory (SLAB). In the SLAB, Mustafa Mashal, associate professor of civil engineering and his students tested the idea, building 11-foot tall and 15-foot wide models of the piers as well as models of the more common cast-in-place bridges. Using a hydraulic actuator, the team set out to see how much force each model could take and how the models deformed before breaking, and in the end, the precast pier came out on top. After a promising batch of tests, the precast pier was incorporated into the design for the I-15 Fort Hall Interchange project.

#### TACKLING PLASTIC WASTE

ISU partners with Sporadicate to develop plastic eating mushrooms to combat plastic waste issues.





INFORMATIONAL - PPGA TAB 2

## A LOOK AT OUR STUDENTS



INFORMATIONAL - PPGA TAB 2

#### PROACTIVE STUDENT RETENTION

#### **ISU NAVIGATE**

Implemented in Fall 2020, ISU Navigate links administrators, advisors, faculty, and students through a single platform, providing predictive analytics to facilitate communication and ensure early intervention in support of student persistence and success. This powerful interactive tool assists ISU with identifing support gaps to reach out proactively to students before they reach a critical impasse in their academic journey.

Student retention is a priority for Idaho State. ISU Navigate helps achieve retention initiatives by creating new levels of engagement between our faculty, advisors, and students. Education has the power to transform lives, and it is our mission to establish that transformation opportunity by supporting student success.

#### MAJOR COMPONENTS

#### STUDENT-FACING APP

- Downloaded during New Student Orientation.
- · Immediate connection to key resources.

12,300+
ALL-TIME STUDENT USERS

1,500

#### **EARLY ALERT SYSTEM**

Alerts faculty and staff of student concerns in:

ACADEMIC PERFORMANCE
MENTAL HEALTH
PHYSICAL HEALTH

Integrated with Athletic Advising, Career Center, University Tutoring, Counseling & Testing, and Disability Services.

#### CAMPAIGNS

Allows faculty and staff to identify students that could use support by leveraging data tracking interactions, and managing communications. Campaigns each semester include:

FIRST-SEMESTER CHECK-IN
PREDICTED SUPPORT LEVEL
NON-PASSING MID-TERM
ACADEMIC WARNING
REGISTRATION FOR NEXT TERM

90%
FACULTY PARTICIPATION

**6,918**FACULTY ALERTS IN AY24-25

75-80%

OF ALERTS RESULT IN STUDENT CONTACT & INTERVENTION

In AY24-25, **3,909** unique students met with their advisor and **76.6%** of new first-time students met with an advisor.

**NEW FIRST TIME STUDENTS** 

+12.6%

Increase in the number of NFT students with a first term GPA greater than 2.5 Fall 2019 - Fall 2024 +9.4%

Increase in NFT student retention Fall 2019 - Fall 2023

## **UNYIELDING SUPPORT FROM OUR DONORS**

#### TRANSFORMATIONAL FUNDRAISING

FOR IDAHO STATE UNIVERSITY

3,574

\$32,183,445

97

ISU's largest giving event, **Bengal Giving Day** rallied Bengal supporters to make **1,094 gifts** from **743 unique donors** totaling **\$625,625 raised**.

#### THE IMPACT OF PHILANTHROPY ON STUDENTS

Because of your generosity, I've been able to chase my dreams here at Idaho State University. The scholarships and resources you've helped provide mean us students can focus on our studies and research without worrying about how to make ends meet. You're not just supporting buildings or books—you're changing lives, like mine. From the bottom of my heart, thank you!"

NEELAM MISHRA '25 Community Public Health and Medical Lab Science Donor contributions have given me opportunities I never thought possible—like studying at the number one health science university in the state of Idaho and learning from the best. Our donors are the reason I can make a difference one day."

**JACKIE GARCIA '26** *Nursing* 

Starting college was a big step for me, and because of generous ISU donors, it's been an incredible journey so far. Because of this support, I can connect with people who inspire me every day and help me build a future I'm excited about."

**OLIVIA JENSEN '26**Radiographic Science



#### **WRAPPING UP THE YEAR**

daho State University continues to advance how we educate, support, and empower students from all backgrounds. We are deeply committed to preparing the next generation of professionals and driving meaningful change in the communities we serve across our state.

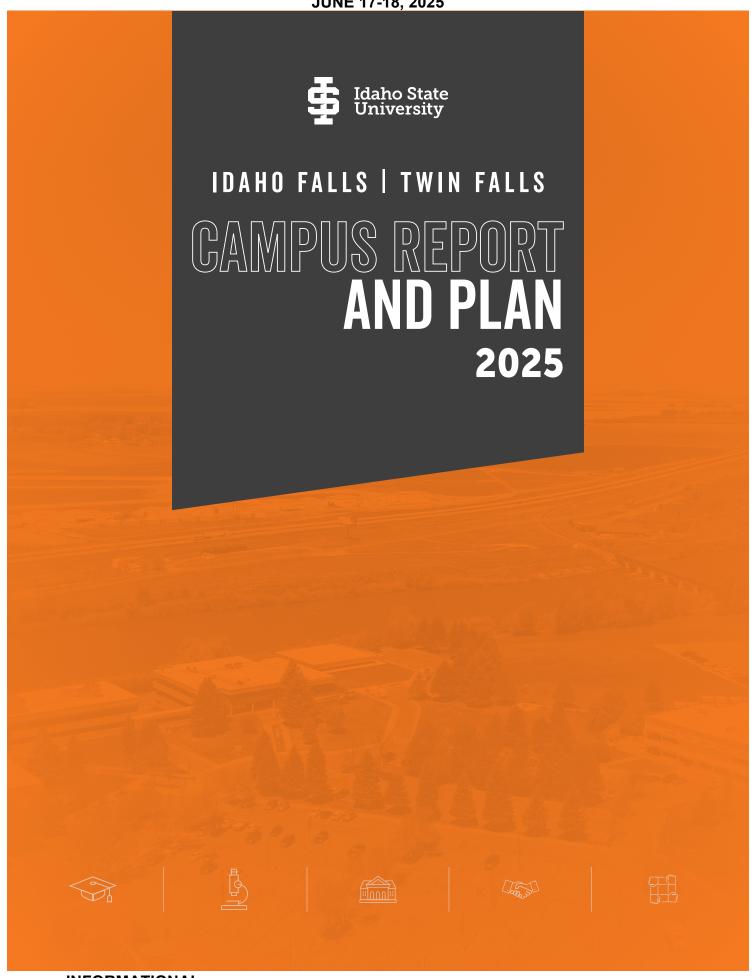
Looking ahead, we will continue to align our mission with Idaho's evolving needs by expanding student access to transformative opportunities, deepening collaborative partnerships, and contributing to the state's economic vitality by equipping students for career success and driving innovative research. Our progress reflects our purpose, but our vision is to help shape a stronger, more resilient future for Idaho.







INFORMATIONAL - PPGA TAB 2



INFORMATIONAL TAB 2





daho State University continues making significant strides to directly respond to the unique needs of the Idaho Falls and Twin Falls communities and surrounding municipalities. This work remains focused on evaluating and expanding program offerings and strategic partnership opportunities.

ISU's goal is to bolster and tailor academic programs, research initiatives, and outreach efforts to address local needs and institutional partnerships. This approach enhances the relevance and impact of the institution and ultimately contributes to the social and economic vitality of the regions ISU serves.

## LAYING THE GROUNDWORK

#### **CHIEF CAMPUS ADMINISTRATOR**



Jeremy Green joined Idaho State University in December 2024 as the new Chief Campus Administrator to oversee ISU's eastern and southern Idaho regions. This new position coordinates academic program delivery, research support, community engagement, and

campus operations for the Idaho Falls and Twin Falls campuses to facilitate the vibrancy and growth of both campuses.

Green spent his first 90 days meeting with faculty and staff based in Idaho Falls and Twin Falls, conducting listening sessions with the full range of ISU units, engaging with the Idaho Falls and Twin Falls communities, and meeting with community leaders spanning national, state, and municipal public figures, industry partners, civic groups, and K-12 and higher education institutional partners.

#### **NEW STAFFING MODELS AND INCREASED FTE**

Idaho State University assessed and strategically implemented a new staffing model across its Idaho Falls and Twin Falls campuses, which included adding full-time positions for each location. These investments enhance student success, bolster academic programming, and strengthen connections with the broader communities.

In Idaho Falls, an additional full-time position in student affairs was added and current positions were restructured to expand face-to-face advising, to increase ISU's presence at the College of Eastern Idaho with a focus on transfer students, and to strengthen community outreach and K-12 partnerships. Similarly, Twin Falls gained a full-time position dedicated to increasing community outreach and engagement, expanding student advising services, and reinforcing academic partnerships with the College of Southern Idaho.

These strategic staffing changes position ISU for growth, innovation, and impactful student and community engagement in both regions.



INFORMATIONAL TAB 2

#### **IDAHO FALLS ACADEMIC PROGRAMS AND STUDENT SERVICES**

ISU completed an audit of the academic programs offered at its Idaho Falls campus. This audit, accompanied by a recent market analysis of the Idaho Falls region, will inform further academic programming, strategic course scheduling, and institutional investment as presented in the recently submitted academic three-year plan. Early outcomes of this work affecting AY25-26 include offering completion options for the Bachelor of Science in Nursing and the addition of a nursing faculty member in Idaho Falls, Bachelor of Science: Health Science, bolstering existing Medical Lab Science programs, industrial cyber security and offering the Project Management for Business undergraduate certificate.

ISU IDAHO FALLS DEGREES	ON-CAMPUS	HYBRID
Associate Degrees	4	2
Bachelor's Degrees	11	18
Graduate Degrees	12	8

ON-CAMPUS

HYBRID

These programs consist of courses primarily delivered on the Idaho Falls campus. Some Pocatello classes (generally less than 10% of the program) may be required. Limited online courses may be necessary or available if desired.

These programs in Idaho Falls consist of a combination of classes on the Idaho Falls campus and online.

#### **BY THE NUMBERS**

Idaho Falls 2024/2025

603

Face-to-face student advising appts. on campus

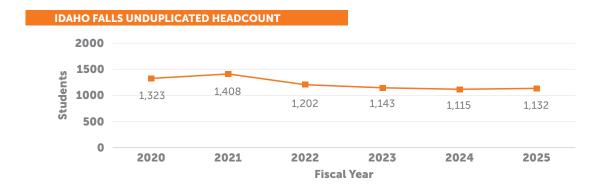
821

Students marked "Idaho Falls" as their prefered ISU campus at registration 6,827

Credits taken from Idaho Falls courses

1,132

Students took courses from the Idaho Falls campus



In addition to academic programming, ISU remains committed to eliminating barriers to student success by providing comprehensive student services for all ISU students in eastern Idaho through the ISU Idaho Falls campus. ISU provides students daily, face-to-face access to academic advising, financial aid, personal counseling and career services, veteran services, testing and tutoring, library services, TRIO, student IT support, and many student clubs and activities.

# PARTNERSHIP WITH THE COLLEGE OF EASTERN IDAHO

ISU worked with the College of Eastern Idaho (CEI) to align and streamline pathways for student transfer between institutions. Immediate outcomes of this work resulted in the addition of face-to-face course offerings for the 2025 fall academic term on the Idaho Falls campus; these new courses specifically target the identified needs of CEI transfer students to ISU programs in health sciences, physical sciences, and biological sciences. ISU is collaborating with CEI on companion courses to fill credit gaps for students matriculating from CEI to ISU, as well as courses and programs identified by CEI as programs of high importance.

Additionally, ISU completed a restructuring of Idaho Falls' staffing to accommodate additional FTE for transfer advising services to be offered weekly on the CEI campus.

ISU and CEI planned a summit in May 2025 to bring together executive leadership, deans, chairs, faculty, and student affairs employees from each institution to formalize a MOU outlining the commitment of ISU and CEI to streamline student matriculation processes and academic completion pathways.





#### MARKETING AND COMMUNITY ENGAGEMENT

As strategic objectives continue to develop for Idaho Falls and Twin Falls, marketing plans will align with growth initiatives and increase awareness of ISU's presence. Initial steps accomplished in FY 25 include developing ISU branding for each location, redesigning campus websites, and securing advertising for each region.

# PARTNERSHIP WITH THE COLLEGE OF SOUTHERN IDAHO

In September 2024, ISU and the College of Southern Idaho signed an MOU recognizing the interdependent partnership designed to meet the educational needs of the Magic Valley. The MOU included articulation pathways, transfer eligibility, future expansion pathways, annual reviews for program maintenance, expansion of nursing and medical lab science education, academic advising and support, ISU's expanded service to the Burley community, utilization of shared space, and coordinated plans for expansion of ISU education pathways in the Magic Valley.

Additionally, ISU has continued its strategic investment in this region and its partnership with CSI by adding additional FTE in student affairs, locally housed faculty, and program expansion, particularly related to ISU's accelerated nursing program in 2026.

In Spring 2025, ISU and CSI were selected through a competitive process as 1 of 10 partner institutions by the American Association of State Colleges and Universities and the Aspen Institute College Excellence Program to participate in the Transfer Student Success Intensive. This is a multi-year opportunity for ISU and CSI to learn about research and current practices in creating transfer pathways and work together to address key transfer needs of students from the Magic Valley region, working to eliminate systematic barriers and expand education pathways with emphasis on health care and education programs.





#### PHYSICAL INFRASTRUCTURE

In response to the academic market analysis and program audit in Idaho Falls and Twin Falls, ISU commenced a comprehensive space audit of its buildings and infrastructure in each location. This work will continue in 2025 and inform requests for renovation, capital projects, and institutional investment in FY 26.

The ISU Idaho Falls campus continues to be a hub for student recruitment events, community engagement, and institutional and industry partnerships. From June 2024 to May 2025, ISU has hosted more than 130 community events, with more than 12,000 participants counted, and 25 student-focused recruitment and outreach events with more than 1,600 students in attendance. Additionally, the ISU Idaho Falls campus is used by local industry and statewide for training and serves as a central location for education and civic engagement for the Idaho National Laboratory, University of Idaho, Boise State University, College of Eastern Idaho, K-12 schools from across the state and various civic organizations.

#### RENOVATION PROJECTS FOR FY25

RESEARCH LABS IN THE CENTER FOR HIGHER EDUCATION BUILDING

UPDATES TO THE TINGEY ADMINISTRATION BUILDING'S FIRE SUPPRESSION SYSTEM

ADDITIONAL OFFICES IN THE BENNION STUDENT UNION BUILDING

UPDATES TO THE HVAC SYSTEM IN THE BENNION STUDENT UNION BUILDING

\$1,794,979

Spent on four major renovations on Idaho Falls campus in 2024

#### **STUDENT TESTIMONIALS**

Southern Idaho (CSI) to Idaho State
University (ISU) has been a key step
in reaching my goal of becoming a
teacher. The foundation I built at CSI,
combined with the opportunities at ISU,
has allowed me to continue growing
both personally and professionally.
Every step has brought me closer to
inspiring my future students and making
a difference in their lives!"

**CURRENT STUDENT, TRANSFERRED FROM CSI** 

be so involved in the amazing community through the student activities board, Benny's Pantry, and academic advising. At the Idaho State University Idaho Falls campus, I was able to build a community through my professors, the staff, and my classmates that I will cherish forever."

**RECENT GRADUATE FROM IDAHO FALLS** 

#### **GROWING OUR RELATIONSHIP WITH THE INL**

# IDAHO'S FIRST UNIVERSITY TO SIGN A SUPER AGREEMENT WITH THE INL

The Strategic Understanding for Premier Education and Research (SUPER) agreement with the Idaho National Laboratory, extending and expanding the partnership between ISU and INL. The agreement focuses on:

- 1. Critical and strategic materials and minerals
- 2. Energy-environmental security. The goal is for Idaho universities, led by ISU and INL, to discover more efficient, safe and environmentally effective means of recovering the rare earth minerals, many of which are found in Idaho's geological resource reserves, to support U.S. energy security and independence. This arrangement gives faculty and students from ISU and other Idaho institutions opportunities to work collaboratively with INL scientists on issues of primary interest to U.S. energy independence.

#### **NUCLEAR REACTOR DEVELOPMENT**

Two HERC grants funded for FY2026 supporting energy-environmental security are focused on nuclear reactor development and are led by ISU faculty based in Idaho Falls and employ joint ISU-INL research teams. The upcoming HERC grants are in addition to the current efforts of ISU's Department of Nuclear Engineering and Health Physics who are already conducting research on next-generation thermodynamics and advanced structural materials that support the safe design and operation of small modular reactors (SMRs), and a digital twin of ISU's AGN nuclear reactor.

# HIGHEST NUMBER OF JOINT APPOINTMENTS WITH INL

9

APPROVED APPOINTMENTS

Compared to any other university, ISU has the most joint appointments with the INL including several that are pending. These appointments directly support the focus areas in the SUPER Agreement.

## SPECIAL ADVISOR TO THE VP FOR RESEARCH AND ECONOMIC DEVELOPMENT

ISU and INL jointly appointed this position to support the research growth strategy. This role directly engages with INL to grow jointly-funded research opportunities and expands the number of jointly-appointed faculty and INL researchers. After one year, this model has resulted in 14 applications for ISU-INL joint appointees, the most of ANY university in the United States.

#### ISU PROGRAMS AND INL

Through continuing education programs, ISU trained 250 INL staff in operations safety. ISU in Idaho Falls increases accessibility for degree programs (A.S., B.S., M.S., Ph.D.) for professionals seeking to move to the next degree level. ISU's nuclear technician and operations, industrial cybersecurity, engineering, and health physics graduates are in high demand across the degree spectrum. Collaborated with INL to support health physics technician student positions at CAES, with seven students in FY25. These student positions supported nuclear and materials science research.

## **PLANNING AHEAD | 2025-2030**



#### **ENROLLMENT GROWTH AND STUDENT SUCCESS**

#### **ENHANCE TRANSFER PATHWAYS**

Formalize and expand articulation agreements with the College of Eastern Idaho and the College of Southern Idaho, implementing clear pathways and providing dedicated advising resources on their campuses to increase transfer student enrollment and success at ISU.

• 2025 Added two full-time positions in Twin Falls and Idaho Falls with focus on transfer advising.

#### **EXPAND COMMUNITY-RESPONSIVE PROGRAMS**

Based on ongoing market analysis and community needs assessments, strategically grow academic program offerings (both on-campus and hybrid) that are community responsive and align with local workforce demands.

• 2024 - 2025 Expanded articulation agreements with CSI in Mechanical Engineering and Secondary Education with endorsements in key areas including Math, English, History, and English as a Second Language.

#### STRENGTHEN STUDENT SUPPORT SERVICES

Continue to invest in and enhance comprehensive student support services (advising, financial aid, career services, etc.), ensuring proactive and personalized support to improve student retention, completion rates, and overall success.

• 2025 Restructured staffing models in Twin Falls and Idaho Falls to meet demand for increased access to student support services.

#### **INCREASE ISU VISIBILITY**

Implement targeted marketing and recruitment strategies to raise awareness of ISU's program offerings and campus presence, aiming to attract a larger and more diverse student population.

• 2024 - 2025 Created and began implementation of location specific branding to increase visibility of education pathways for place-bound students.



#### **ACADEMIC AND RESEARCH FOCUS**

#### **FOSTER PROGRAM EXCELLENCE**

Continuously evaluate and adapt existing academic programs through regular program reviews, economic development and K-12 education data, and in collaboration with regional program and workforce development partners.

- 2024 2025 Completed program and course audits in Idaho Falls ensuring programming aligns with industry and workforce needs.
- **2024 2025** ISU increased course offerings in Twin Falls by 146% (13 in FY 23/24, 32 in FY 24/25), resulting in a 343% increase in credit hours earned by ISU students taking courses originating from Twin Falls.

#### **CULTIVATE LOCAL RESEARCH INITIATIVES**

Identify and support research opportunities that align with the unique needs and strengths of the communities, (e.g. initiatives outlined in ISU's SUPER agreement with INL) and seek external funding to support these endeavors.

• 2024 - 2025 Entered into a Strategic Understanding for Premier Education and Research (SUPER) agreement with the Idaho National Laboratory, extending and expanding the partnership between ISU and INL. The agreement focuses on research initiatives in critical and strategic materials and minerals and energy-environmental security.

#### **EXPAND GRADUATE PROGRAM OFFERINGS**

Explore and bolster graduate-level programs in Idaho Falls based on market demand, regional needs, and in collaboration with other institutions.

- **2024 2025** Completed program audits of existing graduate programs in Idaho Falls, including articulation agreements with BYU-I.
- **2024 2025** Convened departmental-level meetings with BYUI to align curricula for seamless transition to traditional and accelerated graduate programs in Engineering and Health Sciences.

#### PROMOTE HYBRID AND FLEXIBLE LEARNING

Continue to strategically expand hybrid and online program options to enhance accessibility for students in the geographically diverse service areas of Idaho Falls and Twin Falls, catering to student learning preferences and schedules.

• 2024 - 2025 In partnership with CSI, identified strategic online course offerings and classified as "do not cancel" to ensure student progression toward degree completion.



#### **ENHANCING PHYSICAL INFRASTRUCTURE**

#### STRATEGIC INFRASTRUCTURE INVESTMENTS

Based on the comprehensive space audit, prioritize and secure funding for necessary renovations, upgrades, and potential capital projects in both Idaho Falls and Twin Falls to create modern, functional, and student-centered learning environments.

- **2025** Initiated renovation to complete two, nuclear-focused engineering labratories in the Center for Higher Education building on the Idaho Falls campus.
- 2025 Entered an agreement with CSI to explore the opportunity for an ISU building co-located on CSI campus.

#### **OPTIMIZE SPACE UTILIZATION**

Implement strategies to maximize the efficient and effective use of existing facilities in both locations, ensuring that space allocation aligns with program needs, student services, and community engagement activities.

- 2025 Consolidated student and faculty technology support services on the Idaho Falls campus, providing one central location for technology support services.
- **2024 2025** Constructed additional offices and completed a modest remodel in the Bennion Student Union Building in Idaho Falls, creating space for centralized and consolidated student support services.

#### **ENHANCE TECHNOLOGY INFRASTRUCTURE**

Invest in and maintain robust technology infrastructure to support academic programs, ensuring reliable access and integration of innovative learning technologies.

• **2024** Completed technology upgrades in 20 classrooms, including new teaching lecterns and AV technology, and added two computer labs and multiple printing stations on campus in Idaho Falls.

#### **CREATE COMMUNITY HUBS**

Further develop the Idaho Falls and Twin Falls campuses as welcoming and accessible hubs for community engagement, industry partnerships, and educational outreach, ensuring facilities can accommodate a wide range of events and activities.

• **2025** Commenced a major overhaul of the HVAC system in the Bennion Student Union Building in Idaho Falls ensuring continued access and usability of large multipurpose space for educational, community, and industry partner events.

10



## **EXTERNAL RELATIONSHIPS AND PARTNERSHIPS**

#### **DEEPEN COLLEGE PARTNERSHIPS**

Strengthen and expand collaborative relationships with the College of Eastern Idaho and the College of Southern Idaho through formalized MOUs, joint program development, streamlined transfer processes, and regular communication at all levels.

- **2024** Convened a Summit with CSI and signed an MOU partnership agreement outlining institutional partnership in academic programming, student transfer pathways, and commitment to student success.
- 2025 Began strategic conversations with CEI to establish clear partnership agreements outlining articulation of academic programs for transfer students and workforce needs in Idaho Falls.

#### **CULTIVATE COMMUNITY AND INDUSTRY ENGAGEMENT**

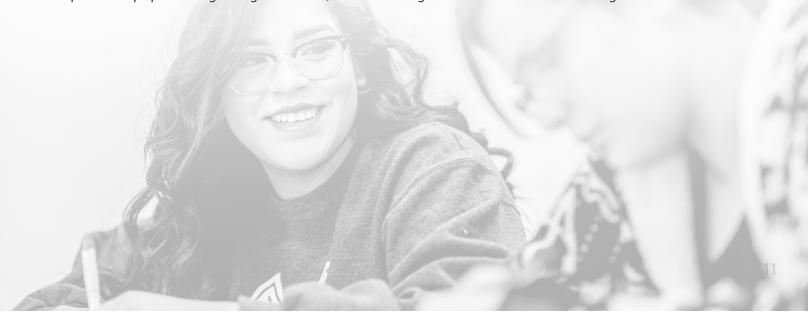
Proactively engage with local community leaders, businesses, industries (including the Idaho National Laboratory), and civic organizations in both Idaho Falls and Twin Falls to understand their needs, explore partnership opportunities, and align ISU initiatives with regional economic and social development goals.

• 2025 Initiated new staffing models in Twin Falls and Idaho Falls allowing for a greater presence and cultivation of community partnership.

#### **EXPAND K-12 PARTNERSHIPS**

Develop and enhance collaborations with K-12 school districts in eastern and southern Idaho to promote college readiness, provide dual enrollment opportunities, and create pathways for future students.

• 2025 ISU approved two new, full-time positions for Idaho Falls and Twin Falls to focus on fostering K-12 partnerships promoting college readiness, and enhancing recruitment efforts in both regions.





INFORMATIONAL TAB 2

## **SUBJECT**

Educator Preparation Provider Accreditation and State Review Type

## APPLICABLE STATUTE, RULE, OR POLICY

Section 33-114, Idaho Code Section 33-1207A, Idaho Code

#### **BACKGROUND/DISCUSSION**

33-114. Certification — Courses of study — Accreditation. Supervision and control of the certification of professional education personnel is vested in the state board. The board shall approve the program of education of such personnel in all higher institutions in the state, both public and private, and shall accredit as teacher training institutions those in which such programs have been approved.

## 33-1207A. Teacher preparation.

- (1)(a) Higher Education Institutions. The state board shall review teacher preparation programs at the institutions of higher education.
- (b) Nonpublic Teacher Preparation Programs.
- (i) The state board shall grant teaching certificates to graduates of all already board-approved nonpublic teacher preparation programs that require their graduates to satisfy the following:
  - 1. Hold a bachelor's degree from an accredited four (4) year institution;
  - 2. Submit to a criminal history check as described in section <u>33-130</u>, Idaho Code;
  - 3. Pass the required content training in the area or areas in which the graduate seeks to be endorsed. The content training must be in substantive alignment with knowledge or equivalent standards set forth in the initial standards for teacher certification, if any; and
  - 4. Pass pedagogical training in substantive alignment with knowledge or equivalent standards set forth in the core standards of the initial standards for teacher certification, if any.
- (ii) Teaching certificates granted pursuant to this subsection shall be equivalent to certificates granted to graduates of teacher preparation programs at public higher education institutions. Interim certificates shall be made available to graduates of programs without a student teaching or clinical component and standard certificates subsequently shall be made available upon satisfaction of state board of education mentoring requirements and other state statutory requirements pertaining to all teachers. All performance requirements shall be considered satisfied by completion of state board mentoring requirements. Reviews of nonpublic teacher preparation programs shall be limited to verification of the criteria set forth in this subsection.

## **IMPACT**

This item is for informational purposes only.

## **ATTACHMENTS**

Attachment 1 – EPP Accreditation and State Review Type Attachment 2 – EPP State Review Schedule

## **BOARD ACTION**

This item is for informational purposes only.



#### EDUCATOR PREPARATION PROVIDER ACCREDITATIN AND STATE REVIEW TYPE

#### LEGAL REQUIREMENTS

#### 33-1207A. Teacher Preparation.

- (1)(a) Higher Education Institutions. The state board shall review teacher preparation programs at the institutions of higher education. (b) Nonpublic Teacher Preparation Programs.
  - (i) The state board shall grant teaching certificates to graduates of all already board-approved nonpublic teacher preparation programs that require their graduates to satisfy the following:
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    - 2. Submit to a criminal history check as described in Section 33-130, Idaho Code;
    - 3. Pass the required content training in the area or areas in which the graduate seeks to be endorsed. The content training must be in substantive alignment with knowledge or equivalent standards set forth in the initial standards for teacher certification, if any; and
    - 4. Pass pedagogical training in substantive alignment with knowledge or equivalent standards set forth in the core standards of the initial standards for teacher certification, if any.
- (ii) Teaching certificates granted pursuant to this subsection shall be equivalent to certificates granted to graduates of teacher preparation programs at public higher education institutions. Interim certificates shall be made available to graduates of programs without a student teaching or clinical component and standard certificates subsequently shall be made available upon satisfaction of state board of education mentoring requirements and other state statutory requirements pertaining to all teachers. All performance requirements shall be considered satisfied by completion of state board mentoring requirements. Reviews of nonpublic teacher preparation programs shall be limited to verification of the criteria set forth in this subsection.

#### TYPE OF STATE REVIEW BY EPP AND ACCREDITATION STATUS

TYPE OF STATE REVIEW BY EPP AND ACCREDITATION STATUS					
(Acquaditation is had	TRADITIO	NON-TRADITIONAL EPPS			
		n-public status per <u>Sect</u> 3-1207a, Idaho Code)	(Not Required to Accredit per <u>IDAP</u> <u>08.02.02.012</u> )		
Type of State Review (Mid-Cycle Reviews May Be Required per State Board)	Accredited Public Traditional EPP (EPP Shall Accredit)	Accredited Non- Public Traditional EPP (Non-Public EPP Chooses to Accredit)	Non-Accredited Non-Public Traditional EPP (Non-Public EPP Not Required to Accredit)	Non-Accredited Public Non- Traditional EPP (Non-Traditional EPPs Not Required to Accredit)	Non-Accredited Non-Public Non- Traditional EPP (Non-Traditional EPPs Not Required to Accredit)
Full State Review Every 7 Years (For Public Non- Traditional EPPs)				1. CSI	
Modified State Review per Section 33-1207A Every 7 Years (For Non-Public EPPs)			1. Cofl		1. ABCTE 2. TFA
State Requirement Check Every 7 Years (For Accredited EPPs)	1. BSU (CAEP) 2. LCSC (CAEP) 3. ISU (CAEP) 4. UI (CAEP)	1. BYU-I (AAQEP) 2. NNU (CAEP)			



## EPP STATE REVIEW SCHEDULE

## EPP STATE REVIEW SCHEDULE

EDD	E 11 2024	E 11 2022	E 11 2022	E 112024 C :	E 11 2025	E 11 2027	E 11 2025	E 11 4040	T. II 2020
EPP	Fall 2021- Spring 2022	Fall 2022- Spring 2023	Fall 2023 – Spring 2024	Fall 2024 – Spring 2025	Fall 2025 – Spring 2026	Fall 2026 – Spring 2027	Fall 2027 – Spring 2028	Fall 2028 – Spring 2029	Fall 2029 – Spring 2030
ABCTE	Spring 2022	Spring 2023	Spring 2024	2023	Spring 2020	State	Spring 2028	Spring 2029	Spring 2030
						Review			
BSU		CAEP		Ct-t- Dit		Spring/2027		State	CAEP
BSU		Spring/2023		State Requirement Check/Spring/2025				Review	Review
				1 0				Spring/2029	Spring/2030
BYU-I			AAQEP	State Requirement					
CofI			Fall/2023	Check/Spring/2025	State Review				
Con					Spring/2026				
CSI					State Review				
TOTA		CAED		G . D .	Fall/2025			g	CAED
ISU		CAEP Fall/2022		State Requirement Check/Spring/2025				State Review	CAEP Review
		T dill LOLL		Check Spring 2023				Fall/2028	Fall/2029
LCSC	CAEP/State					State	CAEP		
	Review Fall/2021					Review	Review Fall/2027		
	Fall/2021					Fall/2026	Fall/2027		
NNU	CAEP/State						State	CAEP	
	Review						Review	Review	
TFA	Spring/2022						Spring/2028 State	Spring/2029	
IFA							Review		
							Fall/2027		
UI				State Requirement	CAEP				
				Check/Spring/2025	Review Spring/2026				
		1	1		Spring/2020		L		
EPP	Fall 2030-	Fall 2031-	Fall 2032 –	Fall 2033 – Spring	Fall 2034 –	Fall 2035 –	Fall 2036 –	Fall 2037 –	Fall 2038 –
	Fall 2030- Spring 2031	Fall 2031- Spring 2032	Fall 2032 – Spring 2033	2034	Fall 2034 – Spring 2035	Fall 2035 – Spring 2036	Fall 2036 – Spring 2037	Fall 2037 – Spring 2038	Fall 2038 – Spring 2039
EPP ABCTE									
				2034 State Review		Spring 2036 State	Spring 2037  CAEP		
ABCTE				2034 State Review		Spring 2036  State Review	CAEP Review		
ABCTE	Spring 2031	Spring 2032		2034 State Review		Spring 2036 State	Spring 2037  CAEP	Spring 2038	Spring 2039
ABCTE	AAQEP Review			2034 State Review		Spring 2036  State Review	CAEP Review	AAQEP Review	
ABCTE BSU BYU-I	Spring 2031  AAQEP	Spring 2032  State Review	Spring 2033	2034 State Review		Spring 2036  State Review	CAEP Review	Spring 2038  AAQEP	Spring 2039  State
ABCTE	AAQEP Review	Spring 2032  State Review	Spring 2033	2034 State Review		Spring 2036  State Review	CAEP Review	AAQEP Review	State Review
ABCTE BSU BYU-I	AAQEP Review	Spring 2032  State Review	Spring 2033  State Review	2034 State Review		Spring 2036  State Review	CAEP Review	AAQEP Review	State Review
ABCTE BSU BYU-I	AAQEP Review	Spring 2032  State Review	Spring 2033  State Review Spring/2033 State	2034 State Review		Spring 2036  State Review	CAEP Review	AAQEP Review	State Review
ABCTE BSU BYU-I Coff	AAQEP Review	Spring 2032  State Review	State Review Spring/2033 State Review	2034 State Review		Spring 2036  State Review	CAEP Review	AAQEP Review	State Review
ABCTE BSU BYU-I Coff	AAQEP Review	Spring 2032  State Review	Spring 2033  State Review Spring/2033 State	2034 State Review		State Review Spring/2036	CAEP Review Spring/2037	AAQEP Review	State Review
ABCTE BSU BYU-I Coff	AAQEP Review	Spring 2032  State Review	State Review Spring/2033 State Review	2034 State Review		Spring 2036  State Review	CAEP Review	AAQEP Review	State Review
ABCTE BSU BYU-I Coff CSI ISU	AAQEP Review	Spring 2032  State Review	State Review Spring/2033 State Review	2034 State Review Spring/2034	Spring 2035	Spring 2036  State Review Spring/2036	CAEP Review Spring/2037  CAEP CAEP	AAQEP Review	State Review
ABCTE BSU BYU-I Coff	AAQEP Review	Spring 2032  State Review	State Review Spring/2033 State Review	2034 State Review Spring/2034 State Review	Spring 2035	Spring 2036  State Review Spring/2036  State Review Review	CAEP Review Spring/2037  CAEP Review Spring/2037	AAQEP Review	State Review
ABCTE BSU BYU-I Coff CSI ISU	AAQEP Review	Spring 2032  State Review	State Review Spring/2033 State Review	2034 State Review Spring/2034	CAEP Review	Spring 2036  State Review Spring/2036  State Review Review	CAEP Review Spring/2037  CAEP Review Spring/2037	AAQEP Review	State Review
ABCTE BSU BYU-I Coff CSI ISU	AAQEP Review	Spring 2032  State Review	State Review Spring/2033 State Review	2034 State Review Spring/2034 State Review	Spring 2035	State Review Spring/2036  State Review Fall/2035  CAEP	CAEP Review Spring/2037  CAEP Review Spring/2037	AAQEP Review	State Review
ABCTE BSU BYU-I Coff CSI ISU LCSC	AAQEP Review	Spring 2032  State Review	State Review Spring/2033 State Review	2034 State Review Spring/2034 State Review	CAEP Review Fall 2034	State Review Spring/2036  State Review Spring/2036  State Review Fall/2035	CAEP Review Spring/2037  CAEP Review Spring/2037	AAQEP Review	State Review
ABCTE BSU BYU-I Coff CSI ISU LCSC NNU	AAQEP Review	Spring 2032  State Review	State Review Spring/2033 State Review	2034 State Review Spring/2034 State Review	CAEP Review Fall 2034 State Review Spring/2035	State Review Spring/2036  State Review Fall/2035  CAEP	CAEP Review Spring/2037  CAEP Review Spring/2037	AAQEP Review	State Review
ABCTE BSU BYU-I Coff CSI ISU LCSC	AAQEP Review	Spring 2032  State Review	State Review Spring/2033 State Review	2034 State Review Spring/2034 State Review	CAEP Review Fall 2034 State Review Spring/2035 State Review	State Review Spring/2036  State Review Spring/2036  State Review Fall/2035	CAEP Review Spring/2037  CAEP Review Spring/2037	AAQEP Review	State Review
ABCTE BSU BYU-I Coff CSI ISU LCSC NNU	AAQEP Review	Spring 2032  State Review	State Review Spring/2033 State Review Fall/2032	2034 State Review Spring/2034 State Review	CAEP Review Fall 2034 State Review Spring/2035	State Review Spring/2036  State Review Spring/2036  State Review Fall/2035	CAEP Review Spring/2037  CAEP Review Spring/2037	AAQEP Review	State Review
ABCTE BSU BYU-I Coff CSI ISU LCSC NNU	AAQEP Review	State Review Spring/2032	State Review Spring/2033 State Review Fall/2032	2034 State Review Spring/2034 State Review	CAEP Review Fall 2034 State Review Spring/2035 State Review	State Review Spring/2036  State Review Spring/2036  State Review Fall/2035	CAEP Review Spring/2037  CAEP Review Spring/2037	AAQEP Review	State Review

#### **SUBJECT**

Educator Preparation Provider Accreditation

#### REFERENCE

December 2024 2024 CAEP Accreditation Annual Reporting was

submitted to the Board as an Information Item

submitted to the Board as an Information Item

## APPLICABLE STATUTE, RULE, OR POLICY

Section 33-114, Idaho Code Section 33-1207A, Idaho Code Section 33-1203, Idaho Code IDAPA 08.02.02.012 IDAPA 08.02.02.014 IDAPA 08.02.02015

#### **BACKGROUND/DISCUSSION**

The Council for the Accreditation of Educator Preparation (CAEP) Annual Report provides an opportunity to reflect on the work that the educator preparation provider has done over the past year and provide updates on efforts in continuous improvement. CAEP Accreditation is known as the Gold Standard for educator preparation. CAEP is committed to maintaining that reputation for educator preparation providers. CAEP Accreditation is a public symbol of quality which shows that an educator preparation provider is willing to take on the work of continuous improvement for its candidates and the students they will serve.

CAEP annual reporting is due annually by April 29. Full CAEP accreditation reviews are completed on a seven-year cycle.

The Idaho State Board of Education has approved two accreditors for educator preparation provider accreditation to include CAEP and the Association for Advancing Quality in Educator Preparation (AAQEP). AAQEP was approved by the Idaho State Board of Education on June 14, 2023.

Educator preparation providers from Boise State University (BSU), Idaho State University (ISU), Lewis Clark State College (LCSC), Northwest Nazarene University (NNU), and University if Idaho (UI) are accredited through CAEP. Brigham Young University – Idaho is accredited through AAQEP.

#### **IMPACT**

This item is for informational purposes only.

#### **ATTACHMENTS**

Attachment 1 – BSU 2025 CAEP Annual Report Attachment 2 – ISU 2025 CAEP Annual Report

Attachment 3 – LCSC 2025 CAEP Annual Report Attachment 4 – NNU 2025 CAEP Annual Report Attachment 5 – UI 2025 CAEP Annual Report

## **BOARD ACTION**

This item is for informational purposes only.

#### **ATTACHMENT 1**

Boise State University 2025 Annual Accreditation Report Printed Date: 2025-04-30

AGENTALIA ACAMININA SI

#### Section 1. EPP Profile Updates in AIMS

2025 Annual Accreditation Report : Annual Accreditation Report : Section 1. EPP Profile Updates in AIMS

After reviewing and updating the Educator Preparation Provider's (EPP's) information in AIMS 2.0, ensure the following sections are accurate and up-to-date:

- EPP Details: Verify and update the EPP details including mailing address, EPP name, Carnegie classification, EPP type, religious affiliation, language of instruction, and institutional accreditation.
- Users: Review the list of AIMS 2.0 users associated with your EPP. Ensure all users are accurate and have the correct roles. To update users, click on the "Users" tab at the top of the page or the left sidebar, then click the Edit button to edit that user.
- 3. EPP Programs:Confirm that the list of programs offered by your EPP is accurate. Update including program name, degree level, licensure level, program/specialty area name, and selected program review as necessary. The listing of programs can be found on the EPP Programs tab, or via the My Programs page on the left sidebar. Please click into each program to ensure all program information is complete and accurate.
- 4. EPP Locations: Check the accuracy of your EPP s location information, ensuring that the Main campus is listed. Branch or Auxiliary campuses may be added if applicable. EPP Locations must be updated on the EPP Locations tab, accessible at the top of the page or via the left sidebar on the "My Locations" page.

After completing these updates, answer each of the corresponding questions below to confirm that all information is current and correct.

as "EPP Primary" and "EPP Secondary" under the Role section for the EPP.
Agree
O Disagree
1.2. I confirm that the information displayed in the EPP Details tab (including mailing address, EPP name, Carnegie classification, EPP type, religious affiliation, language of instruction, and institutional accreditation) is up-to-date and accurately reflected in AIMS 2.0. Additionally, I confirm that the EPP Locations tab accurately reflects the EPP's main campus, as well as any associated branch campuses or auxiliary locations.
Agree
O Disagree
1.3. I confirm that EPP s licensure area listings [including program name, degree level, licensure level, licensure (program) category, and selected program review option for your CAEP Review] are up-to-date and accurately reflected in AIMS 2.0 for all licensure areas that fall within CAEP s scope of accreditation.
Agree
O Disagree
AR Reviewer Question 1.1 Did the EPP provide updated contacts with at least one EPP Primary and

Page 1 of 10

Boise State University 2025 Annual Accreditation Report Printed Date: 2025-04-30 one EPP Secondary Contact? Yes O No AR Reviewer Question 1.2 Did the EPP provide updated EPP Details information including noting all **EPP Locations?** Yes O No AR Reviewer Question 1.3 Did the EPP provide updated information for all programs under the EPP Programs section? Yes O No Section 2. EPP s Program Graduates [Academic Year 2023-2024] 2025 Annual Accreditation Report : Annual Accreditation Report : Section 2. EPP s Program Graduates [Academic Year 2023-2024] 2.1. Total number of candidates who graduated from programs that prepared them to work in P-12 settings during Academic Year 2023-2024. Enter a numeric value for each textbox below. Note that some fields will be automatically calculated or prepopulated with last year's data. 2.1.1 What is the number of graduates in programs leading to initial teacher certification or licensure? For a description of the scope for initial-licensure level and advanced level programs, see Policy II in the CAEP Accreditation Policies and Procedures. 216 Previous Year Number of initial-licensure level Graduates: 210 2.1.2 What is the number of graduates in advanced programs or programs leading to a degree,

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Boise State University 2025 Annual Accreditation Report Printed Date: 2025-04-30 endorsement, or some other credential that prepares the holder to serve in P-12 schools? Please do not include those completers counted above. For a description of the scope for initial-licensure level and advanced level programs, see Policy II in the CAEP Accreditation Policies and Procedures. 54 Previous Year Number of advanced level Graduates: 43 Total number of program graduates 270.00 **Previous Year Total Number of Graduates:** 253.00 AR Reviewer Question 2.1. Comparing the EPP's reported completer numbers from this year to last year, has the EPP changed fee brackets with CAEP? [No EPP action is required, unless the EPP finds the reported numbers to be in error.] Fee Brackets based on completer numbers: 1. 0-50 2. 51-150 3. 151-300 4. 301-500 5. 501-1000 6. 1000+ 7. International O Yes No Section 3. Substantive Changes 2025 Annual Accreditation Report : Annual Accreditation Report : Section 3. Substantive Changes

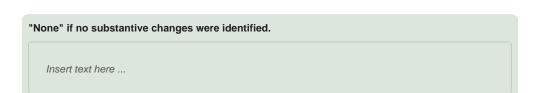
Page 3 of 10

LATE Disconsideration of Education Physician

Please report on any of the following substantive changes that may have occurred at your Educator Preparation Provider (EPP) or institution/organization since the submission of the prior year s Annual Accreditation Report.

3.1. Has there been any change in the EPP s legal status, form of control, or ownership?
○ Change
No Change/Not Applicable
3.2. Has the EPP entered a contract with other providers for direct instructional services, including any teach out agreements?
○ Change
No Change / Not Applicable
3.3. Since the last reporting cycle, has the EPP seen a change in state program approval?
○ Change
No Change / Not Applicable
3.4. What is the institution s current regional accreditation status?
3.4.1. Institutional Accreditation Agency:
Northwest Commission or 🔻
3.4.2. Institutional Accreditation Status:
Accredited/Accreditation F
3.4.3. Does this represent a change in status from the prior year?
○ Change
No Change / Not Applicable
3.5. Since the last reporting cycle, does the EPP have any other substantive changes to report to CAEP per CAEP s Accreditation Policy?
Please see Policy V.4.01 of the CAEP Accreditation Policies and Procedures document for CAEP's definition of substantive changes.
○ Change
No Change / Not Applicable
AR Reviewer Question 3.1. Please provide feedback on the EPP's substantive changes, if any. Type

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Section 4. CAEP Accreditation Details on EPP's Website

2025 Annual Accreditation Report : Annual Accreditation Report : Section 4. CAEP Accreditation Details on EPP s Website

#### Please update the EPP s public-facing website to include:

- the EPP's current CAEP accreditation status with an accurate listing of the EPP's CAEP reviewed programs, and
- the EPP's reported data for each of the required CAEP Accountability Measures for the 2023-2024 Academic Year.

#### 4.1. URL Link for EPP's current CAEP Accreditation Status & Reviewed Programs

In the box below, please provide the direct URL link to the EPP's public facing webpage where its current CAEP accreditation status and a list of CAEP-reviewed programs are available.

https://www.boisestate.e openv\_in\_ne

#### 4.2. CAEP Accountability Measures [2023-2024 Academic Year]

EPPs are required to provide data addressing the four CAEP Accountability Measures. These data must be collected or reported for the 2023-2024 Academic Year (September 1, 2023 August 31, 2024) and be relevant to the requirements outlined below. Data should be clearly labeled to each of the four CAEP Accountability Measures and made publicly available with explanations that are easily understood by a general audience.

- Measure 1 (Initial): Completer effectiveness. (R4.1)
  - Data must address: (a) completer impact in contributing to P-12 student-learning growth AND
     (b) completer effectiveness in applying professional knowledge, skills, and dispositions.
- Measure 2 (Initial and Advanced): Satisfaction of employers and stakeholder involvement. (R4.2, R5.3, RA4.1)
  - o Data provided should be collected on employers satisfaction with program completers.
- Measure 3 (Initial and Advanced): Candidate competency at completion. (R3.3)
  - o Data provided should relate to measures the EPP is using to determine if candidates are

Page 5 of 10

meeting program expectations and ready to be recommended for licensure. (E.g.: EPP s Title II report, data that reflect the ability of EPP candidates to meet licensing and state requirements or other measures the EPP uses to determine candidate competency at completion.)

- Measure 4 (Initial and Advanced): Ability of completers to be hired (in positions for which they
  have prepared).
  - Data provided may come from various sources, including state or EPP collected data related to completers' employment in teaching positions for which they were prepared.

#### 4.2.1. URL Link for EPP's Data Display of CAEP Accountability Measures - Initial-Licensure Level

In the box below, please provide the direct URL link to the EPP's public facing webpage where data for the required CAEP Accountability Measures for initial-licensure level programs are available. If the EPP does not offer initial-licensure level programs, then please leave this box blank.

https://www.boisestate.copenwin\_ne

#### 4.2.2. URL Link for EPP's Data Display of CAEP Accountability Measures - Advanced Level

In the box below, please provide the direct URL link to the EPP's public facing webpage where data for the required CAEP Accountability Measures for advanced level programs are available. If the link is the same as for the initial-licensure level, please provide it again in this box. If the EPP does not offer advanced-level programs, then please leave this box blank.

https://www.boisestate.e openwin_ne
AR Reviewer Question 4.1. Did the EPP provide a weblink that displays its current accreditation status and an accurate list of programs included during the most recent CAEP (NCATE/TEAC) accreditation review?
Yes
○ No
AR Reviewer Question 4.2. Did the EPP provide a direct weblink to its website where the EPP's display of data for the CAEP Accountability Measures is available to the public?
Yes
○ No

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#### **ATTACHMENT 1**

AR Reviewer Question 4.3. Are the CAEP Accountability Measures clearly identified and tagged? (Includes header identifying the CAEP Accountability Measures and sub-headings/tags to each of the four measures as defined by CAEP) Yes O No AR Reviewer Question 4.4. Do the data, tagged to each of the four CAEP Accountability Measures, appear to be collected using appropriate data collection instruments/procedures for the relevant **CAEP Component?** Yes O No AR Reviewer Question 4.5. Does the data for the CAEP Accountability Measures reflect data collected in the 2023-2024 Academic Year? (\*If data are currently unavailable, does the EPP provide a placeholder statement that details why data are unavailable, and an expected timeline for when updated data will be shared?) Yes O No AR Reviewer Question 4.6. Has the EPP shared and explained the relevance of each of its data measures in a way that can be easily understood by the public? Yes O No AR Reviewer Question 4.7. Has data been disaggregated and shared at the program level? Did the EPP separate its Initial Level Program data and Advanced Level Program data for the CAEP Accountability Measures? [\*Relevant to EPPs that receive/will receive CAEP accreditation at both the initial and advanced level.] Yes O No

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Section 5: Areas for Improvement and/or Stipulations

Boise State University 2025 Annual Accreditation Report Printed Date: 2025-04-30

2025 Annual Accreditation Report : Annual Accreditation Report : Section 5: Areas for Improvement and/or Stipulations

Summarize EPP activities and the outcomes of those activities as they relate to correcting the areas cited in the last Accreditation Action/Decision Report. The EPP will continue to report its action and progress on addressing its AFI(s) and/or stipulations until the EPP s next CAEP Accreditation Site Review.

To write your summary, please click the edit button next to each AFI/stipulation to edit the AFI/stipulation. Once there, please provide narrative in the "2025 Annual Accreditation Report Summary/Narrative and Supporting Documents" box at the bottom of the page.

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LATEU Acaucilistica eli Educator Proparation

In alignment with CAEP Standard R5.3, internal stakeholders including faculty, staff, and administrators played a central role in the College of Education's restructuring process during the 2023 2024 academic year. This initiative served as a college-wide continuous improvement effort aimed at better serving students and faculty, reducing inefficiencies, and aligning with the university's Responsibility Centered Management (RCM) budget model. Faculty and staff were invited to serve on a restructuring workgroup in Fall 2023. The group developed and presented an initial proposal at the Spring 2024 college-wide meeting, after which revisions were made based on broad internal feedback. Subcommittees were formed to carry the work forward, ensuring collaborative decision-making and meaningful participation from internal stakeholders throughout the planning and implementation process. While this work represents a significant step in the college's continuous improvement efforts, its impact on program delivery and effectiveness will be assessed over time. Program evaluation related to the restructuring will be included in future reporting cycles as longitudinal data becomes available.Advanced Programs

AR Reviewer Question 6.1. Has the EPP shared its continuous improvement initiatives, AND (if

	applicable) provided CAEP with an update regarding the EPP's progress on its advanced level phase-in plans and/or initial level transition plans?
	Yes
	○ No
86	ection 7: Feedback for CAEP & Report Preparer's Authorization
	Stell 1. Tocaback for SALI & Report Topals S Addis Ladion
	2025 Annual Accreditation Report: Annual Accreditation Report: Section 7: Feedback for CAEP & Report Preparer's Authorization
	7.1. [OPTIONAL] Does the EPP have any questions about CAEP Standards, CAEP sufficiency criteria, or the CAEP accreditation process generally?
	Insert text here
	7.2. Preparer's authorization. By checking the box below, I indicate that I am authorized by the EPP to complete the 2024 EPP Annual Report, and that the details provided in this report and linked webpages are up-to-date and accurate at the time of submission.
	I am authorized to complete this report.
	I understand that all the information that is provided to CAEP from EPPs seeking initial accreditation,

continuing accreditation, or having completed the accreditation process is considered the property of CAEP and may be used for training, research, and data review. CAEP reserves the right to compile and

Page 9 of 10

Boise State University 2025 Annual Accreditation Report Printed Date: 2025-04-30 issue data derived from accreditation documents. See CAEP Accreditation Policies and Procedures. Acknowledge Semester of EPP s next CAEP Site Review This is listed for informational purposes only. If you notice an issue with this information, please reach out to CAEP staff. Next Visit Date [Semester] - Initial-Licensure Level Spring Next Visit Date [Year] - Initial-Licensure Level 2030 Next Visit Date [Semester] - Advanced Level Spring Next Visit Date [Year] - Advanced Level 2030 AR Reviewer Question 7.1. If the EPP asked any questions, please respond to the questions below. Insert text here ... AR Reviewer Question 7.2. The EPP report preparer indicated that they were authorized by the EPP to complete the 2024 EPP Annual Report and that the details provided in this report and linked webpages were up to date and accurate at the time of submission. Yes O No

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# **INFORMATIONAL** JUNE 17-18, 2025

# **ATTACHMENT 2**

Idaho State University 2025 Annual Accreditation Report Printed Date: 2025-05-29

Section 1. EPP Profile Updates in AIMS

2025 Annual Accreditation Report : Annual Accreditation Report : Section 1. EPP Profile Updates in AIMS

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- 2. Users:Review the list of AIMS 2.0 users associated with your EPP. Ensure all users are accurate and have the correct roles. To update users, click on the "Users" tab at the top of the page or the left sidebar, then click the Edit button to edit that user.
- 3. EPP Programs:Confirm that the list of programs offered by your EPP is accurate. Update including program name, degree level, licensure level, program/specialty area name, and selected program review as necessary. The listing of programs can be found on the EPP Programs tab, or via the My Programs page on the left sidebar. Please click into each program to ensure all program information is complete and accurate.
- 4. EPP Locations: Check the accuracy of your EPP's location information, ensuring that the Main campus is listed. Branch or Auxiliary campuses may be added if applicable. EPP Locations must be updated on the EPP Locations tab, accessible at the top of the page or via the left sidebar on the "My Locations" page.

After completing these updates, answer each of the corresponding questions below to confirm that all information is current and correct.

1.1. I confirm that the EPP has listed the correct contact information for both individuals designated as "EPP Primary" and "EPP Secondary" under the Role section for the EPP.
Agree
Obisagree
1.2. I confirm that the information displayed in the EPP Details tab (including mailing address, EPP name, Carnegie classification, EPP type, religious affiliation, language of instruction, and institutional accreditation) is up-to-date and accurately reflected in AIMS 2.0. Additionally, I confirm that the EPP Locations tab accurately reflects the EPP's main campus, as well as any associated branch campuses or auxiliary locations.
<ul><li>Agree</li></ul>
O Disagree
1.3. I confirm that EPP s licensure area listings [including program name, degree level, licensure level, licensure (program) category, and selected program review option for your CAEP Review] are up-to-date and accurately reflected in AIMS 2.0 for all licensure areas that fall within CAEP s scope of accreditation.
Agree
O Disagree
AR Reviewer Question 1.1 Did the EPP provide updated contacts with at least one EPP Primary and

Page 1 of 11

	one EPP Secondary Contact?							
	Yes							
	○ No							
	AR Reviewer Question 1.2 Did the EPP provide updated EPP Details information including noting all EPP Locations?							
	Yes							
	○ No							
	AR Reviewer Question 1.3 Did the EPP provide updated information for all programs under the EPP Programs section?							
	Yes							
	○ No							
Se	ction 2. EPP s Program Graduates [Academic Year 2023-2024]							
	· · · · · · · · · · · · · · · · · · ·							
	2025 Annual Accreditation Report : Annual Accreditation Report :							
,	Section 2. EPP s Program Graduates [Academic Year 2023-2024]							
	2.1. Total number of candidates who graduated from programs that prepared them to work in P-12 settings during Academic Year 2023-2024. Enter a numeric value for each textbox below. Note that some fields will be automatically calculated or prepopulated with last year's data.							
:	2.1.1 What is the number of graduates in programs leading to initial teacher certification or licensure?							
	For a description of the scope for initial-licensure level and advanced level programs, see Policy II in the CAEP Accreditation Policies and Procedures.							
	73							
	Previous Year Number of initial-licensure level Graduates:							
	77							
:	2.1.2 What is the number of graduates in advanced programs or programs leading to a degree,							
_								

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endorsement, or some other credential that prepares the holder to serve in P-12 schools? Please do not include those completers counted above. For a description of the scope for initial-licensure level and advanced level programs, see Policy II in the CAEP Accreditation Policies and Procedures. 18 Previous Year Number of advanced level Graduates: 26 Total number of program graduates 91.00 **Previous Year Total Number of Graduates:** 103.00 AR Reviewer Question 2.1. Comparing the EPP s reported completer numbers from this year to last year, has the EPP changed fee brackets with CAEP? [No EPP action is required, unless the EPP finds the reported numbers to be in error.] Fee Brackets based on completer numbers: 1. 0-50 2. 51-150 3. 151-300 4. 301-500 5. 501-1000 6. 1000+ 7. International O Yes No Section 3. Substantive Changes 2025 Annual Accreditation Report : Annual Accreditation Report : Section 3. Substantive Changes

Page 3 of 11

Please report on any of the following substantive changes that may have occurred at your Educator Preparation Provider (EPP) or institution/organization since the submission of the prior year s Annual Accreditation Report. 3.1. Has there been any change in the EPP s legal status, form of control, or ownership? Change No Change/Not Applicable 3.2. Has the EPP entered a contract with other providers for direct instructional services, including any teach out agreements? O Change No Change / Not Applicable 3.3. Since the last reporting cycle, has the EPP seen a change in state program approval? Change No Change / Not Applicable 3.4. What is the institution s current regional accreditation status? 3.4.1. Institutional Accreditation Agency: Northwest Commission or 3.4.2. Institutional Accreditation Status: Accredited/Accreditation F 3.4.3. Does this represent a change in status from the prior year? Change No Change / Not Applicable 3.5. Since the last reporting cycle, does the EPP have any other substantive changes to report to CAEP per CAEP's Accreditation Policy? Please see Policy V.4.01 of the CAEP Accreditation Policies and Procedures document for CAEP's definition of substantive changes. Change No Change / Not Applicable AR Reviewer Question 3.1. Please provide feedback on the EPP's substantive changes, if any. Type

Page 4 of 11

Acardination of

ıı	None" if no substantive changes were identified.
	Insert text here

Section 4. CAEP Accreditation Details on EPP s Website

2025 Annual Accreditation Report: Annual Accreditation Report: Section 4. CAEP Accreditation Details on EPP's Website

#### Please update the EPP s public-facing website to include:

- 1. the EPP's current CAEP accreditation status with an accurate listing of the EPP's CAEP reviewed programs, and
- the EPP's reported data for each of the required CAEP Accountability Measures for the 2023-2024 Academic Year.

#### 4.1. URL Link for EPP's current CAEP Accreditation Status & Reviewed Programs

In the box below, please provide the direct URL link to the EPP's public facing webpage where its current CAEP accreditation status and a list of CAEP-reviewed programs are available.



#### 4.2. CAEP Accountability Measures [2023-2024 Academic Year]

EPPs are required to provide data addressing the four CAEP Accountability Measures. These data must be collected or reported for the 2023-2024 Academic Year (September 1, 2023 August 31, 2024) and be relevant to the requirements outlined below. Data should be clearly labeled to each of the four CAEP Accountability Measures and made publicly available with explanations that are easily understood by a general audience.

- Measure 1 (Initial): Completer effectiveness. (R4.1)
  - Data must address: (a) completer impact in contributing to P-12 student-learning growth AND
     (b) completer effectiveness in applying professional knowledge, skills, and dispositions.
- Measure 2 (Initial and Advanced): Satisfaction of employers and stakeholder involvement. (R4.2, R5.3, RA4.1)
  - $\circ~$  Data provided should be collected on employers  $\,$  satisfaction with program completers.
- Measure 3 (Initial and Advanced): Candidate competency at completion. (R3.3)
  - o Data provided should relate to measures the EPP is using to determine if candidates are

Page 5 of 11

meeting program expectations and ready to be recommended for licensure. (E.g.: EPP s Title II report, data that reflect the ability of EPP candidates to meet licensing and state requirements or other measures the EPP uses to determine candidate competency at completion.)

- Measure 4 (Initial and Advanced): Ability of completers to be hired (in positions for which they have prepared).
  - Data provided may come from various sources, including state or EPP collected data related to completers' employment in teaching positions for which they were prepared.

## 4.2.1. URL Link for EPP's Data Display of CAEP Accountability Measures - Initial-Licensure Level

In the box below, please provide the direct URL link to the EPP's public facing webpage where data for the required CAEP Accountability Measures for initial-licensure level programs are available. If the EPP does not offer initial-licensure level programs, then please leave this box blank.

https://www.isu.edu/tes/	openw_in	_ne

## 4.2.2. URL Link for EPP's Data Display of CAEP Accountability Measures - Advanced Level

In the box below, please provide the direct URL link to the EPP's public facing webpage where data for the required CAEP Accountability Measures for advanced level programs are available. If the link is the same as for the initial -licensure level, please provide it again in this box. If the EPP does not offer advanced-level programs, then please leave this box blank.

https://www.isu.edu/tes/ openvin_ne
AR Reviewer Question 4.1. Did the EPP provide a weblink that displays its current accreditation status and an accurate list of programs included during the most recent CAEP (NCATE/TEAC) accreditation review?
Yes
○ No
AR Reviewer Question 4.2. Did the EPP provide a direct weblink to its website where the EPP's display of data for the CAEP Accountability Measures is available to the public?
Yes
○ No

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# INFORMATIONAL JUNE 17-18, 2025

# **ATTACHMENT 2**

Idaho State University 2025 Annual Accreditation Report Printed Date: 2025-05-29

AR Reviewer Question 4.3. Are the CAEP Accountability Measures clearly identified and tagged? (Includes header identifying the CAEP Accountability Measures and sub-headings/tags to each of the four measures as defined by CAEP)
Yes
○ No
AR Reviewer Question 4.4. Do the data, tagged to each of the four CAEP Accountability Measures, appear to be collected using appropriate data collection instruments/procedures for the relevant CAEP Component?
Yes
○ No
AR Reviewer Question 4.5. Does the data for the CAEP Accountability Measures reflect data collected in the 2023-2024 Academic Year? (*If data are currently unavailable, does the EPP provide a placeholder statement that details why data are unavailable, and an expected timeline for when updated data will be shared?)
Yes
○ No
AR Reviewer Question 4.6. Has the EPP shared and explained the relevance of each of its data measures in a way that can be easily understood by the public?
Yes
○ No
AR Reviewer Question 4.7. Has data been disaggregated and shared at the program level? Did the EPP separate its Initial Level Program data and Advanced Level Program data for the CAEP Accountability Measures? [*Relevant to EPPs that receive/will receive CAEP accreditation at both the initial and advanced level.]
Yes
○ No
ection 5: Areas for Improvement and/or Stipulations

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2025 Annual Accreditation Report : Annual Accreditation Report : Section 5: Areas for Improvement and/or Stipulations

Summarize EPP activities and the outcomes of those activities as they relate to correcting the areas cited in the last Accreditation Action/Decision Report. The EPP will continue to report its action and progress on addressing its AFI(s) and/or stipulations until the EPP s next CAEP Accreditation Site Review.

To write your summary, please click the edit button next to each AFI/stipulation to edit the AFI/stipulation. Once there, please provide narrative in the "2025 Annual Accreditation Report Summary/Narrative and Supporting Documents" box at the bottom of the page.

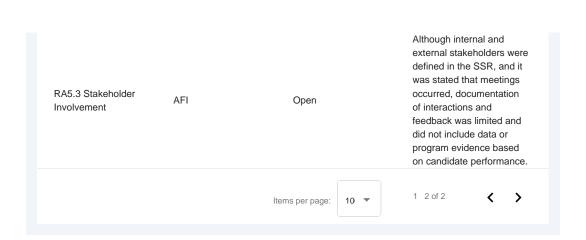
If you do not have any AFIs or stipulations listed, please mark this section complete.

AR Reviewer Question 5.1. Has the EPP summarized its activities and the outcomes of those activities as they relate to correcting the area cited in the last Accreditation Action/Decision Report [As a reminder: The EPP will continue to report its action and progress on addressing its AFI(s), weaknesses and/or stipulations until the EPP's next CAEP Accreditation Site Review.]
<ul><li>Yes</li><li>No</li></ul>

# AFI/Stipulation

Component	Type	Status	Rationale
R5.2 Data Quality	AFI	Open	Documentation was provided that EPP-created assessments were aligned with program standards, and a Transition Plan was provided for meeting CAEP sufficiency, but this component did not allow for a Transition Plan. In addition, the employer and completer survey instructions offer limited information to define the scale being used. Although it was a scale likely to be familiar to respondents, Danielson indicators were applied in varying ways dependent on the stage the subject was in, and therefore, were likely to be interpreted differently by respondents.

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Section 6. EPP's Continuous Improvement & Progress on (advanced level) Phase-in Plans and (initial-licensure level) Transition Plans

2025 Annual Accreditation Report : Annual Accreditation Report : Section 6. EPP's Continuous Improvement & Progress on (advanced level) Phase-in Plans and (initial-licensure level) Transition Plans

6.1. Summarize any data-driven EPP-wide or programmatic modifications, innovations, or changes planned, worked on, or completed in the last academic year.

This is an opportunity to share targeted continuous improvement efforts your EPP is proud of. Focus on one to two major efforts the EPP made and the relationship among data examined, changes, progress with any Transition Plans (initial-licensure level) and/or Phase-in Plans (advanced level), and studying the results of those changes.

Advanced Level -- The advanced programs are currently in a state of transition as both faculty members are retiring Spring 2025 and new faculty will be joining the department Fall 2025.

Initial Level --

-- The Induction Mentoring Project has been planned during the 2024-2025 academic year and will be piloted in Fall 2025. This project will support both current Alternative Authorization candidates currently enrolled in coursework as they are also the teacher of record. The second group that is supported are recently graduated teachers in their first two years as the teacher of record. Based on both external and internal data, this project is being developed to support the longevity of novice teachers. Using alumni and employer surveys that indicate classroom management and differentiated instruction are the areas for improvement, the mentoring project will be built around those two themes to improve teacher retention and self-efficacy.

AR Reviewer Question 6.1. Has the EPP shared its continuous improvement initiatives, AND (if

Page 9 of 11

Service Educator Properation	
applicable) provided CAEP with an update regarding the EPP's progress on its adversal phase-in plans and/or initial level transition plans?	ranced level
Yes	
○ No	
ection 7: Feedback for CAEP & Report Preparer's Authorization	
2025 Annual Accreditation Report: Annual Accreditation Report: Section 7: Feedback for CAEP & Report Preparer's Authorization	
7.1. [OPTIONAL] Does the EPP have any questions about CAEP Standards, CAEP su or the CAEP accreditation process generally?	ufficiency criteria,
Insert text here	
7.2. Preparer's authorization. By checking the box below, I indicate that I am authorized the 2024 EPP Annual Report, and that the details provided in this report are webpages are up-to-date and accurate at the time of submission.	-
I am authorized to complete this report.	
I understand that all the information that is provided to CAEP from EPPs seeking inicontinuing accreditation, or having completed the accreditation process is consider CAEP and may be used for training, research, and data review. CAEP reserves the rissue data derived from accreditation documents.	ed the property of
See CAEP Accreditation Policies and Procedures.	
Acknowledge	
Semester of EPP s next CAEP Site Review	
This is listed for informational purposes only. If you notice an issue with this information, pl to CAEP staff.	ease reach out
Next Visit Date [Semester] - Initial-Licensure Level	
Fall	
Next Visit Date [Year] - Initial-Licensure Level	

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daho State University 2025 Annual Accreditation Report Printed Date: 2025-05-29	Comellier tra Assessition of Educated Engineerin
2029	•
Next Visit Date [Semester]	] - Advanced Level
Fall	•
Next Visit Date [Year] - Ad	lvanced Level
2029	
AR Reviewer Question 7	.1. If the EPP asked any questions, please respond to the questions below.
Insert text here	
to complete the 2024 EP	.2. The EPP report preparer indicated that they were authorized by the EPP P Annual Report and that the details provided in this report and linked te and accurate at the time of submission.
<ul><li>Yes</li><li>No</li></ul>	

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# INFORMATIONAL JUNE 17-18, 2025

# **ATTACHMENT 3**

Lewis-Clark State College 2025 Annual Accreditation Report Printed Date: 2025-05-05

Section 1. EPP Profile Updates in AIMS 2025 Annual Accreditation Report : Annual Accreditation Report : Section 1. EPP Profile Updates in AIMS After reviewing and updating the Educator Preparation Provider's (EPP's) information in AIMS 2.0, ensure the following sections are accurate and up-to-date: 1. EPP Details: Verify and update the EPP details including mailing address, EPP name, Carnegie classification, EPP type, religious affiliation, language of instruction, and institutional accreditation. 2. Users: Review the list of AIMS 2.0 users associated with your EPP. Ensure all users are accurate and have the correct roles. To update users, click on the "Users" tab at the top of the page or the left sidebar, then click the Edit button to edit that user. 3. EPP Programs:Confirm that the list of programs offered by your EPP is accurate. Update including program name, degree level, licensure level, program/specialty area name, and selected program review as necessary. The listing of programs can be found on the EPP Programs tab, or via the My Programs page on the left sidebar. Please click into each program to ensure all program information is complete and accurate. 4. EPP Locations: Check the accuracy of your EPP s location information, ensuring that the Main campus is listed. Branch or Auxiliary campuses may be added if applicable. EPP Locations must be updated on the EPP Locations tab, accessible at the top of the page or via the left sidebar on the "My Locations" page. After completing these updates, answer each of the corresponding questions below to confirm that all information is current and correct. 1.1. I confirm that the EPP has listed the correct contact information for both individuals designated as "EPP Primary" and "EPP Secondary" under the Role section for the EPP. Agree Disagree 1.2. I confirm that the information displayed in the EPP Details tab (including mailing address, EPP name, Carnegie classification, EPP type, religious affiliation, language of instruction, and institutional accreditation) is up-to-date and accurately reflected in AIMS 2.0. Additionally, I confirm that the EPP Locations tab accurately reflects the EPP's main campus, as well as any associated branch campuses or auxiliary locations. Agree Disagree

1.3. I confirm that EPP s licensure area listings [including program name, degree level, licensure level, licensure (program) category, and selected program review option for your CAEP Review] are up-to-date and accurately reflected in AIMS 2.0 for all licensure areas that fall within CAEP s scope of

Section 2. EPP s Program Graduates [Academic Year 2023-2024]

Page 1 of 9

accreditation.

AgreeDisagree

( AL = 1) Asimal manager

2025 Annual Accreditation Report : Annual Accreditation Report : Section 2. EPP s Program Graduates [Academic Year 2023-2024]

- 2.1. Total number of candidates who graduated from programs that prepared them to work in P-12 settings during Academic Year 2023-2024. Enter a numeric value for each textbox below. Note that some fields will be automatically calculated or prepopulated with last year's data.
- 2.1.1 What is the number of graduates in programs leading to initial teacher certification or licensure?

For a description of the scope for initial-licensure level and advanced level programs, see Policy II in the CAEP Accreditation Policies and Procedures.

42			

**Previous Year Number of initial-licensure level Graduates:** 

39			

2.1.2 What is the number of graduates in advanced programs or programs leading to a degree, endorsement, or some other credential that prepares the holder to serve in P-12 schools? Please do not include those completers counted above.

For a description of the scope for initial-licensure level and advanced level programs, see Policy II in the CAEP Accreditation Policies and Procedures.

0			

Previous Year Number of advanced level Graduates:

0			

Total number of program graduates

42.00		

**Previous Year Total Number of Graduates:** 

39.00
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Section 3. Substantive Changes

Page 2 of 9

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tation Report
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2025 Annual Accreditation Report : Annual Accreditation Report : Section 3. Substantive Changes

Please report on any of the following substantive changes that may have occurred at your Educator Preparation Provider (EPP) or institution/organization since the submission of the prior year s Annual Accreditation Report. 3.1. Has there been any change in the EPP s legal status, form of control, or ownership? Change No Change/Not Applicable 3.2. Has the EPP entered a contract with other providers for direct instructional services, including any teach out agreements? Change No Change / Not Applicable 3.3. Since the last reporting cycle, has the EPP seen a change in state program approval? Change No Change / Not Applicable 3.4. What is the institution s current regional accreditation status? 3.4.1. Institutional Accreditation Agency: Northwest Commission or \* 3.4.2. Institutional Accreditation Status:

3.4.3. Does this represent a change in status from the prior year?

Change

No Change / Not Applicable

Accredited/Accreditation F

3.5. Since the last reporting cycle, does the EPP have any other substantive changes to report to CAEP per CAEP's Accreditation Policy?

Please see Policy V.4.01 of the CAEP Accreditation Policies and Procedures document for CAEP's definition of substantive changes.

Change

No Change / Not Applicable

Page 3 of 9

#### Section 4. CAEP Accreditation Details on EPP s Website

2025 Annual Accreditation Report : Annual Accreditation Report : Section 4. CAEP Accreditation Details on EPP's Website

#### Please update the EPP s public-facing website to include:

- 1. the EPP's current CAEP accreditation status with an accurate listing of the EPP's CAEP reviewed programs, and
- the EPP's reported data for each of the required CAEP Accountability Measures for the 2023-2024 Academic Year.

#### 4.1. URL Link for EPP's current CAEP Accreditation Status & Reviewed Programs

In the box below, please provide the direct URL link to the EPP's public facing webpage where its current CAEP accreditation status and a list of CAEP-reviewed programs are available.

https://www.lcsc.edu/ed openv\_in\_ne

# 4.2. CAEP Accountability Measures [2023-2024 Academic Year]

EPPs are required to provide data addressing the four CAEP Accountability Measures. These data must be collected or reported for the 2023-2024 Academic Year (September 1, 2023 August 31, 2024) and be relevant to the requirements outlined below. Data should be clearly labeled to each of the four CAEP Accountability Measures and made publicly available with explanations that are easily understood by a general audience.

- Measure 1 (Initial): Completer effectiveness. (R4.1)
  - Data must address: (a) completer impact in contributing to P-12 student-learning growth AND
     (b) completer effectiveness in applying professional knowledge, skills, and dispositions.
- Measure 2 (Initial and Advanced): Satisfaction of employers and stakeholder involvement. (R4.2, R5.3, RA4.1)
  - o Data provided should be collected on employers satisfaction with program completers.
- Measure 3 (Initial and Advanced): Candidate competency at completion. (R3.3)
  - Data provided should relate to measures the EPP is using to determine if candidates are
    meeting program expectations and ready to be recommended for licensure. (E.g.: EPP s Title II
    report, data that reflect the ability of EPP candidates to meet licensing and state requirements
    or other measures the EPP uses to determine candidate competency at completion.)
- Measure 4 (Initial and Advanced): Ability of completers to be hired (in positions for which they have prepared).
  - Data provided may come from various sources, including state or EPP collected data related to completers' employment in teaching positions for which they were prepared.

## 4.2.1. URL Link for EPP's Data Display of CAEP Accountability Measures - Initial-Licensure Level

In the box below, please provide the direct URL link to the EPP's public facing webpage where data for the required CAEP Accountability Measures for initial-licensure level programs are available. If the EPP does not offer initial-licensure level programs, then please leave this box blank.

https://www.lcsc.edu/me

#### 4.2.2. URL Link for EPP's Data Display of CAEP Accountability Measures - Advanced Level

In the box below, please provide the direct URL link to the EPP's public facing webpage where data for the required CAEP Accountability Measures for advanced level programs are available. If the link is the same as for the initial-licensure level, please provide it again in this box. If the EPP does not offer advanced-level programs, then please leave this box blank.



#### Section 5: Areas for Improvement and/or Stipulations

2025 Annual Accreditation Report : Annual Accreditation Report : Section 5: Areas for Improvement and/or Stipulations

Summarize EPP activities and the outcomes of those activities as they relate to correcting the areas cited in the last Accreditation Action/Decision Report. The EPP will continue to report its action and progress on addressing its AFI(s) and/or stipulations until the EPP s next CAEP Accreditation Site Review.

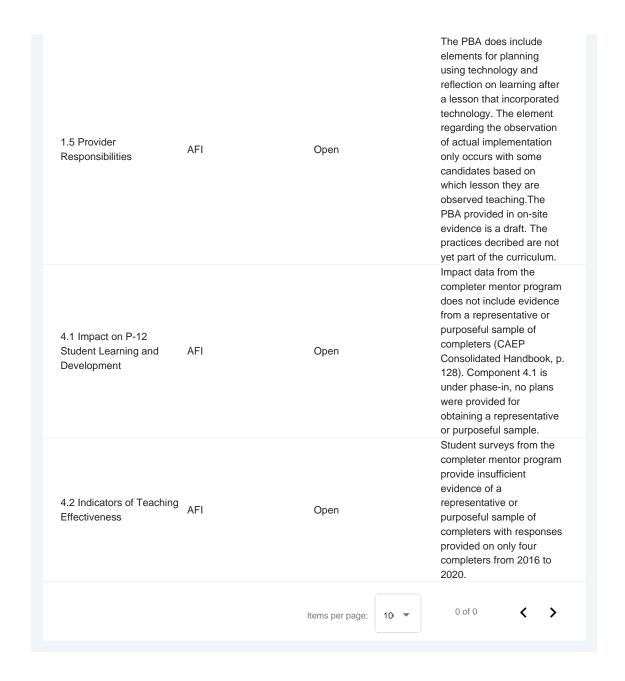
To write your summary, please click the edit button next to each AFI/stipulation to edit the AFI/stipulation. Once there, please provide narrative in the "2025 Annual Accreditation Report Summary/Narrative and Supporting Documents" box at the bottom of the page.

If you do not have any AFIs or stipulations listed, please mark this section complete.

# AFI/Stipulation

	Component	Туре	Status	Rationale
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Section 6. EPP's Continuous Improvement & Progress on (advanced level) Phase-in Plans and (initial-licensure level) Transition Plans

2025 Annual Accreditation Report : Annual Accreditation Report :

Section 6. EPP s Continuous Improvement & Progress on (advanced level) Phase-in Plans and (initial-licensure level) Transition Plans

6.1. Summarize any data-driven EPP-wide or programmatic modifications, innovations, or changes

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#### planned, worked on, or completed in the last academic year.

This is an opportunity to share targeted continuous improvement efforts your EPP is proud of. Focus on one to two major efforts the EPP made and the relationship among data examined, changes, progress with any Transition Plans (initial-licensure level) and/or Phase-in Plans (advanced level), and studying the results of those changes.

The EPP noted that there were discrepancies in the Title II Data between completers certified and completers reported to Title II and was able to rectify this error.

Data were collected from and their use of the EQuIP rubric in ED 392. This provided some wonderful reflection and insight from the reflective process used by candidates in writing and analyzing their unit design. Included here are a few reflections:

The EQuIP checklist helped me visualize and understand the amount of work that goes into creating lesson and unit designs. Having this checklist was super helpful. It allowed me to go through the "What's Your Story" Unit and identify each of the different elements and how they were used. I think it is also helpful because it helps you to see where content may be lacking or which aspects may have too much focus on them. Having a clear checklist is helpful for creating a unit plan and keeping track of which criteria you are completely hitting and which you may need to reflect and expand on.

I think that using the EQuIP Checklist supports a deeper understanding of the components of lesson and unit design, because it allows teachers and education students to take an extra step in ensuring that their unit contains everything that should be in a lesson plan to ensure that the lesson plans are student centered, which ensures that all students are actively engaged in the learning experience. This practice might look like discussions, group projects etc. to ensure that students have some way to demonstrate their knowledge. Another great benefit of using the EQuIP Checklist is that it helps teachers to rework the lesson or unit if needed, it will show them areas that are missing or may need to be further developed. It serves as a reflection for the teacher to be confident in their unit/lesson plans. I am glad that we got a chance to look at a checklist like this because I would love to use this or something similar to check over my lesson plans and units in my future.

Analyzing a unit through the lens of the EQuIP checklist really helps educators develop a deeper understanding of the different components of the unit design, and where it can be improved. One way that this is done is through an emphasis on what students need to be successful. There are 16 items that need to be checked off in order to have a quality unit or lesson plan. I personally focused on the first three (standards, purpose, and literacy) for my analysis this week, but looking through the other checklist items I can see how each and every one can either make or break a unit's plan. From engagement to assessment variety, there are many ways that the EQuIP checklist helps support a unit plan and create an environment where students can receive deeper and fuller understandings of unit concepts and ideas.

The EPP also worked to remap the secondary education programs, particularly in English and Communications. This was in response to the need from stakeholders for more delivery options and opportunity, especially in rural areas. This also led to the proposal of an MAT program through curriculum and submitted to the State Board of Education for consideration.

Unfortunately, another EPP was not pleased at the development of an MAT, and our EPP decided to withdraw the proposal for now.

The EPP is also working to reduce the number of programs. Currently our EPP has Secondary areas with teacher certification. These programs were initially created as majors in the content areas with teacher certification. This means that many of the programs are the full major program as well as the certification components of teacher education. This year the entire set of programs were redesigned as a content specialist: secondary - K/12 major with content areas as the varied choices. This has been submitted to curriculum for review. The EPP hopes that the restructring of the program will meet the requirements of the state for certification, provide ample content expertise, and reduce the number of required credits for completion.

Section 7: Feedback for CAEP & Report Preparer's Authorization

2025 Annual Accreditation Report : Annual Accreditation Report : Section 7: Feedback for CAEP & Report Preparer's Authorization

7.1. [OPTIONAL] Does the EPP have any questions about CAEP Standards, CAEP sufficiency criteria, or the CAEP accreditation process generally?

Not at this time.

- 7.2. Preparer's authorization. By checking the box below, I indicate that I am authorized by the EPP to complete the 2024 EPP Annual Report, and that the details provided in this report and linked webpages are up-to-date and accurate at the time of submission.
- ✓ I am authorized to complete this report.

I understand that all the information that is provided to CAEP from EPPs seeking initial accreditation, continuing accreditation, or having completed the accreditation process is considered the property of CAEP and may be used for training, research, and data review. CAEP reserves the right to compile and issue data derived from accreditation documents.

See CAEP Accreditation Policies and Procedures.

Acknowledge

Semester of EPP s next CAEP Site Review

This is listed for informational purposes only. If you notice an issue with this information, please reach out to CAEP staff.

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Next Visit Date [Sem	ester] - Initial-	Licensure Leve	el
Fall	•		
Next Visit Date [Year	] - Initial-Licer	nsure Level	
2027	•		
Next Visit Date [Sem	ester] - Advan	ced Level	
Select Option	~		
Next Visit Date [Year	] - Advanced I	_evel	
Select Option	•		

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# **INFORMATIONAL JUNE 17-18, 2025**

# **ATTACHMENT 4**

Northwest Nazarene University 2025 Annual Accreditation Report Printed Date: 2025-05-05

Section 1. EPP Profile Updates in AIMS

2025 Annual Accreditation Report : Annual Accreditation Report : Section 1. EPP Profile Updates in AIMS

After reviewing and updating the Educator Preparation Provider's (EPP's) information in AIMS 2.0, ensure the following sections are accurate and up-to-date:

- 1. EPP Details: Verify and update the EPP details including mailing address, EPP name, Carnegie classification, EPP type, religious affiliation, language of instruction, and institutional accreditation.
- 2. Users: Review the list of AIMS 2.0 users associated with your EPP. Ensure all users are accurate and have the correct roles. To update users, click on the "Users" tab at the top of the page or the left sidebar, then click the Edit button to edit that user.
- 3. EPP Programs:Confirm that the list of programs offered by your EPP is accurate. Update including program name, degree level, licensure level, program/specialty area name, and selected program review as necessary. The listing of programs can be found on the EPP Programs tab, or via the My Programs page on the left sidebar. Please click into each program to ensure all program information is complete and accurate.
- 4. EPP Locations: Check the accuracy of your EPP s location information, ensuring that the Main campus is listed. Branch or Auxiliary campuses may be added if applicable. EPP Locations must be updated on the EPP Locations tab, accessible at the top of the page or via the left sidebar on the "My Locations" page.

After completing these updates, answer each of the corresponding questions below to confirm that all information is current and correct.

1.1. I confirm that the EPP has listed the correct contact information for both individuals designated as "EPP Primary" and "EPP Secondary" under the Role section for the EPP.
<ul><li>Agree</li></ul>
O Disagree
1.2. I confirm that the information displayed in the EPP Details tab (including mailing address, EPP name, Carnegie classification, EPP type, religious affiliation, language of instruction, and institutional accreditation) is up-to-date and accurately reflected in AIMS 2.0. Additionally, I confirm that the EPP Locations tab accurately reflects the EPP's main campus, as well as any associated branch campuses or auxiliary locations.
<ul><li>Agree</li></ul>
○ Disagree
1.3. I confirm that EPP s licensure area listings [including program name, degree level, licensure level, licensure (program) category, and selected program review option for your CAEP Review] are up-to-date and accurately reflected in AIMS 2.0 for all licensure areas that fall within CAEP s scope of accreditation.
<ul><li>Agree</li></ul>
○ Disagree

Section 2. EPP s Program Graduates [Academic Year 2023-2024]

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2025 Annual Accreditation Report:	Annual Accreditation Report	
Section 2. EPP s Program Graduates	[Academic Year 2023-2024]	

- 2.1. Total number of candidates who graduated from programs that prepared them to work in P-12 settings during Academic Year 2023-2024. Enter a numeric value for each textbox below. Note that some fields will be automatically calculated or prepopulated with last year's data.
- 2.1.1 What is the number of graduates in programs leading to initial teacher certification or licensure?

For a description of the scope for initial-licensure level and advanced level programs, see Policy II in the CAEP Accreditation Policies and Procedures.

	_		
36	Ó		

**Previous Year Number of initial-licensure level Graduates:** 

43		

2.1.2 What is the number of graduates in advanced programs or programs leading to a degree, endorsement, or some other credential that prepares the holder to serve in P-12 schools? Please do not include those completers counted above.

For a description of the scope for initial-licensure level and advanced level programs, see Policy II in the CAEP Accreditation Policies and Procedures.

39		

Previous Year Number of advanced level Graduates:

48			

Total number of program graduates

75.00		

**Previous Year Total Number of Graduates:** 

91.00
91.00

Section 3. Substantive Changes

Page 2 of 9

CARP Council for the Assertion for Sir.

Surveyor Proposition

2025 Annual Accreditation Report : Annual Accreditation Report : Section 3. Substantive Changes

Please report on any of the following substantive changes that may have occurred at your Educator Preparation Provider (EPP) or institution/organization since the submission of the prior year s Annual Accreditation Report. 3.1. Has there been any change in the EPP s legal status, form of control, or ownership? Change No Change/Not Applicable 3.2. Has the EPP entered a contract with other providers for direct instructional services, including any teach out agreements? Change No Change / Not Applicable 3.3. Since the last reporting cycle, has the EPP seen a change in state program approval? Change No Change / Not Applicable 3.4. What is the institution s current regional accreditation status? 3.4.1. Institutional Accreditation Agency: Northwest Commission or \* 3.4.2. Institutional Accreditation Status: Accredited/Accreditation F 3.4.3. Does this represent a change in status from the prior year? Change No Change / Not Applicable 3.5. Since the last reporting cycle, does the EPP have any other substantive changes to report to CAEP per CAEP's Accreditation Policy? Please see Policy V.4.01 of the CAEP Accreditation Policies and Procedures document for CAEP's definition of substantive changes. Change

Page 3 of 9

No Change / Not Applicable

#### Section 4. CAEP Accreditation Details on EPP s Website

2025 Annual Accreditation Report : Annual Accreditation Report : Section 4. CAEP Accreditation Details on EPP's Website

#### Please update the EPP s public-facing website to include:

- 1. the EPP's current CAEP accreditation status with an accurate listing of the EPP's CAEP reviewed programs, and
- the EPP's reported data for each of the required CAEP Accountability Measures for the 2023-2024 Academic Year.

#### 4.1. URL Link for EPP's current CAEP Accreditation Status & Reviewed Programs

In the box below, please provide the direct URL link to the EPP's public facing webpage where its current CAEP accreditation status and a list of CAEP-reviewed programs are available.

https://nnu.edu/about/ac

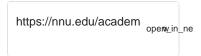
# 4.2. CAEP Accountability Measures [2023-2024 Academic Year]

EPPs are required to provide data addressing the four CAEP Accountability Measures. These data must be collected or reported for the 2023-2024 Academic Year (September 1, 2023 August 31, 2024) and be relevant to the requirements outlined below. Data should be clearly labeled to each of the four CAEP Accountability Measures and made publicly available with explanations that are easily understood by a general audience.

- Measure 1 (Initial): Completer effectiveness. (R4.1)
  - Data must address: (a) completer impact in contributing to P-12 student-learning growth AND
     (b) completer effectiveness in applying professional knowledge, skills, and dispositions.
- Measure 2 (Initial and Advanced): Satisfaction of employers and stakeholder involvement. (R4.2, R5.3, RA4.1)
  - o Data provided should be collected on employers satisfaction with program completers.
- Measure 3 (Initial and Advanced): Candidate competency at completion. (R3.3)
  - Data provided should relate to measures the EPP is using to determine if candidates are
    meeting program expectations and ready to be recommended for licensure. (E.g.: EPP s Title II
    report, data that reflect the ability of EPP candidates to meet licensing and state requirements
    or other measures the EPP uses to determine candidate competency at completion.)
- Measure 4 (Initial and Advanced): Ability of completers to be hired (in positions for which they have prepared).
  - Data provided may come from various sources, including state or EPP collected data related to completers' employment in teaching positions for which they were prepared.

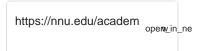
## 4.2.1. URL Link for EPP's Data Display of CAEP Accountability Measures - Initial-Licensure Level

In the box below, please provide the direct URL link to the EPP's public facing webpage where data for the required CAEP Accountability Measures for initial-licensure level programs are available. If the EPP does not offer initial-licensure level programs, then please leave this box blank.



#### 4.2.2. URL Link for EPP's Data Display of CAEP Accountability Measures - Advanced Level

In the box below, please provide the direct URL link to the EPP's public facing webpage where data for the required CAEP Accountability Measures for advanced level programs are available. If the link is the same as for the initial-licensure level, please provide it again in this box. If the EPP does not offer advanced-level programs, then please leave this box blank.



# Section 5: Areas for Improvement and/or Stipulations

2025 Annual Accreditation Report : Annual Accreditation Report : Section 5: Areas for Improvement and/or Stipulations

Summarize EPP activities and the outcomes of those activities as they relate to correcting the areas cited in the last Accreditation Action/Decision Report. The EPP will continue to report its action and progress on addressing its AFI(s) and/or stipulations until the EPP s next CAEP Accreditation Site Review.

To write your summary, please click the edit button next to each AFI/stipulation to edit the AFI/stipulation. Once there, please provide narrative in the "2025 Annual Accreditation Report Summary/Narrative and Supporting Documents" box at the bottom of the page.

If you do not have any AFIs or stipulations listed, please mark this section complete.

#### AFI/Stipulation

Section 6. EPP s Continuous Improvement & Progress on (advanced level) Phase-in Plans and (initial-licensure level) Transition Plans

Page 5 of 9

2025 Annual Accreditation Report : Annual Accreditation Report : Section 6. EPP's Continuous Improvement & Progress on (advanced level) Phase-in Plans and (initial-licensure level) Transition Plans

6.1. Summarize any data-driven EPP-wide or programmatic modifications, innovations, or changes planned, worked on, or completed in the last academic year.

This is an opportunity to share targeted continuous improvement efforts your EPP is proud of. Focus on one to two major efforts the EPP made and the relationship among data examined, changes, progress with any Transition Plans (initial-licensure level) and/or Phase-in Plans (advanced level), and studying the results of those changes.

The Advanced Programs have approved Phase-in plans for standards A. 1.1, A. 2.1, A. 3.1, A. 3.3, A. 3.4, A. 4.2, and A. 5.2. The Advanced Programs department has transitioned to a new Department Chair. As a result of this transition, some of the Phase-in plans are being modified.

Standard A. 1.1: In 2021-2022, the EPP identified 10 key assessments currently and re-mapped those to the revised standards to look for potential gaps in the curricula. Every adjunct and full-time faculty member was required to update their course syllabi to reflect this work. During this current reporting year, insurance measures were put into place for monitoring updated syllabi. In addition, the team has worked with the EPP's tech department to gather student progress on standards. All standards have been uploaded in the EPP's learning management system and placed in the appropriate courses. Faculty are assessing students on these standards in their courses.

#### Next Steps:

- -Identifying and filling gaps in curricula and key assessments
- -Validating additional rubrics
- -Gathering descriptive statistics disaggregated by race, ethnicity, and gender for identified key assessments
- -Establish a data collection system for each cycle.

Standard A. 2.1: Professor Gilbert is continuing to work on consistent content for supervision data collection. She has created new forms for internship visits to collect data from supervisors. Since Professor Gilbert started working at NNU, there have been three supervision cycles. In those cycles, she is determining the best content for each visit to ensure value to both our clinical partners, the candidate, and the university.

# Next Steps:

- -Clinical Partnerships Needs Assessment for training or improvement as suggested by the Stakeholder Council
- -Establishing interrater reliability on Forms and Content for candidate supervisory cycles
- -Determining consistent and efficient ways to gather disposition data, clinical supervision data, and standards evidence data for disaggregation and program improvement.

Standard A. 3.1: The University is transitioning to a new ERP and that process is going well but taking longer than anticipated when this phase-in plan was written. Luckily, we have plenty of time to gather cycles of data.

As we consider diverse candidates, we had a suggestion from the Stakeholder Council to hold a focus group with diverse stakeholders to determine if any of our admissions or program policies keep us from attracting diverse candidates.

## Next Steps:

- -Look at baseline data from SLATE and Anthology, when fully implemented, regarding gender, race, and ethnicity of those who inquire about our programs, apply to programs, and are accepted into programs.
- -Using data from multiple sources, determine questions for a possible focus group of diverse stakeholders.
- -Identify participants and conduct focus groups.

Standard A. 3. 3: We have gathered data for the four phases of candidacy and are developing a plan to analyze the data.

Phase 1: Pre-Admission

- -Teaching Certification
- -Entering GPA
- -Recommendations assessment score
- -Writing sample assessment score

Phase 2: Coursework

- -Mid-Point GPA
- -Academic Probation (if applicable)
- -Academic artifacts (see A. 1.1)

Phase 3: Internship

-Supervision Visit data---in progress (see A. 2. 1)

Phase 4: Licensure

- -Final GPA
- -Portfolio (see A.1.1)

Standard A. 3.4: A data collection system has been developed. Standards are tagged to key assessments in Canvas, our LMS, and faculty are measuring these standards in their courses.

#### Next Steps:

- -Data collection system for gathering EPP and Clinical Supervisor Disposition data for candidates
- -Disaggregate data by gender/ethnicity/race

Standard A. 4.2: The plan for this standard has been modified this year with the new Department Chair. A quantitative survey has been developed and is being examined through the validation process. Once validated, the survey will be disseminated in the Summer and Fall of 2025. Plans for data analysis and data storage are being developed.

Standard A. 5. 2: This standard is the umbrella for all other standards. Because we are still in

the process of collecting data and using previously validated assessments in early cycles of data collection, there are not a lot of changes in the Advanced Phase-in plan 5.2. We have regular department accreditation meetings where faculty plan for data collection and better communication between the EPP and personnel. We are working on the matrix for cycles of data and working through all of the identified Phase-in plans.

Section 7: Feedback for CAEP & Report Preparer's Authorization

2025 Annual Accreditation Report : Annual Accreditation Report : Section 7: Feedback for CAEP & Report Preparer's Authorization

7.1. [OPTIONAL] Does the EPP have any questions about CAEP Standards, CAEP sufficiency criteria, or the CAEP accreditation process generally?

Insert text here ...

- 7.2. Preparer's authorization. By checking the box below, I indicate that I am authorized by the EPP to complete the 2024 EPP Annual Report, and that the details provided in this report and linked webpages are up-to-date and accurate at the time of submission.
- ✓ I am authorized to complete this report.

I understand that all the information that is provided to CAEP from EPPs seeking initial accreditation, continuing accreditation, or having completed the accreditation process is considered the property of CAEP and may be used for training, research, and data review. CAEP reserves the right to compile and issue data derived from accreditation documents.

See CAEP Accreditation Policies and Procedures.

Acknowledge

Semester of EPP s next CAEP Site Review

This is listed for informational purposes only. If you notice an issue with this information, please reach out to CAEP staff.

Next Visit Date [Semester] - Initial-Licensure Level



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Next Visit Date [Y	ear] - Initial-Licensure Lev	/e
2029	•	
Next Visit Date [S	emester] - Advanced Leve	el
Spring	▼	
Next Visit Date [Y	ear] - Advanced Level	
2029	*	

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# **INFORMATIONAL JUNE 17-18, 2025**

# **ATTACHMENT 5**

University of Idaho 2025 Annual Accreditation Report Printed Date: 2025-05-29

Section 1. EPP Profile Updates in AIMS

2025 Annual Accreditation Report : Annual Accreditation Report : Section 1. EPP Profile Updates in AIMS

After reviewing and updating the Educator Preparation Provider's (EPP's) information in AIMS 2.0, ensure the following sections are accurate and up-to-date:

- 1. **EPP Details:** Verify and update the EPP details including mailing address, EPP name, Carnegie classification, EPP type, religious affiliation, language of instruction, and institutional accreditation.
- 2. **Users:**Review the list of AIMS 2.0 users associated with your EPP. Ensure all users are accurate and have the correct roles. To update users, click on the "Users" tab at the top of the page or the left sidebar, then click the Edit button to edit that user.
- 3. EPP Programs:Confirm that the list of programs offered by your EPP is accurate. Update including program name, degree level, licensure level, program/specialty area name, and selected program review as necessary. The listing of programs can be found on the EPP Programs tab, or via the My Programs page on the left sidebar. Please click into each program to ensure all program information is complete and accurate.
- 4. **EPP Locations:**Check the accuracy of your EPP s location information, ensuring that the Main campus is listed. Branch or Auxiliary campuses may be added if applicable. EPP Locations must be updated on the EPP Locations tab, accessible at the top of the page or via the left sidebar on the "My Locations" page.

After completing these updates, answer each of the corresponding questions below to confirm that all information is current and correct.

1.1. I confirm that the EPP has listed the correct contact information for both individuals designated as "EPP Primary" and "EPP Secondary" under the Role section for the EPP.
Agree
O Disagree
1.2. I confirm that the information displayed in the EPP Details tab (including mailing address, EPP name, Carnegie classification, EPP type, religious affiliation, language of instruction, and institutional accreditation) is up-to-date and accurately reflected in AIMS 2.0. Additionally, I confirm that the EPP Locations tab accurately reflects the EPP's main campus, as well as any associated branch campuses or auxiliary locations.
Agree
O Disagree
1.3. I confirm that EPP s licensure area listings [including program name, degree level, licensure level, licensure (program) category, and selected program review option for your CAEP Review] are up-to-date and accurately reflected in AIMS 2.0 for all licensure areas that fall within CAEP s scope of accreditation.
Agree
O Disagree
AR Reviewer Question 1.1 Did the EPP provide updated contacts with at least one EPP Primary and

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one EPP Secondary Conf	act?
Yes	
○ No	
AR Reviewer Question 1. EPP Locations?	2 Did the EPP provide updated EPP Details information including noting a
Yes	
O No	
AR Reviewer Question 1. Programs section?	3 Did the EPP provide updated information for all programs under the EPP
Yes	
○ No	
ction 2. EPP s Program Graduate	
	port : Annual Accreditation Report : duates [Academic Year 2023-2024]
Section 2. EPP s Program Gra  2.1. Total number of candi settings during Academic some fields will be automa	port: Annual Accreditation Report: duates [Academic Year 2023-2024]  dates who graduated from programs that prepared them to work in P-12 Year 2023-2024. Enter a numeric value for each textbox below. Note that stically calculated or prepopulated with last year's data.
Section 2. EPP s Program Gra  2.1. Total number of candi settings during Academic some fields will be automa	port: Annual Accreditation Report: duates [Academic Year 2023-2024] dates who graduated from programs that prepared them to work in P-12 Year 2023-2024. Enter a numeric value for each textbox below. Note that
Section 2. EPP s Program Gra  2.1. Total number of candisettings during Academic some fields will be automa  2.1.1 What is the number of the scope in the scope i	port: Annual Accreditation Report: duates [Academic Year 2023-2024]  dates who graduated from programs that prepared them to work in P-12 Year 2023-2024. Enter a numeric value for each textbox below. Note that dically calculated or prepopulated with last year's data.  of graduates in programs leading to initial teacher certification or licensure the for initial-licensure level and advanced level programs, see Policy II in the
Section 2. EPP s Program Gra  2.1. Total number of candisettings during Academic some fields will be automa  2.1.1 What is the number of the scope in the scope i	port: Annual Accreditation Report: duates [Academic Year 2023-2024]  dates who graduated from programs that prepared them to work in P-12 Year 2023-2024. Enter a numeric value for each textbox below. Note that dically calculated or prepopulated with last year's data.  of graduates in programs leading to initial teacher certification or licensure the for initial-licensure level and advanced level programs, see Policy II in the
2.1. Total number of candisettings during Academic some fields will be automa 2.1.1 What is the number of CAEP Accreditation Policies	port: Annual Accreditation Report: duates [Academic Year 2023-2024]  dates who graduated from programs that prepared them to work in P-12 Year 2023-2024. Enter a numeric value for each textbox below. Note that dically calculated or prepopulated with last year's data.  of graduates in programs leading to initial teacher certification or licensure the for initial-licensure level and advanced level programs, see Policy II in the
2.1. Total number of candisettings during Academic some fields will be automa 2.1.1 What is the number of CAEP Accreditation Policies	dates who graduated from programs that prepared them to work in P-12 Year 2023-2024. Enter a numeric value for each textbox below. Note that stically calculated or prepopulated with last year's data.  If graduates in programs leading to initial teacher certification or licensure are for initial-licensure level and advanced level programs, see Policy II in the and Procedures.

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endorsement, or some other credential that prepares the holder to serve in P-12 schools? Please do not include those completers counted above. For a description of the scope for initial-licensure level and advanced level programs, see Policy II in the CAEP Accreditation Policies and Procedures. 58 Previous Year Number of advanced level Graduates: 73 Total number of program graduates 169.00 **Previous Year Total Number of Graduates:** 196.00 AR Reviewer Question 2.1. Comparing the EPP s reported completer numbers from this year to last year, has the EPP changed fee brackets with CAEP? [No EPP action is required, unless the EPP finds the reported numbers to be in error.] Fee Brackets based on completer numbers: 1. 0-50 2. 51-150 3. 151-300 4. 301-500 5. 501-1000 6. 1000+ 7. International O Yes No Section 3. Substantive Changes 2025 Annual Accreditation Report : Annual Accreditation Report : Section 3. Substantive Changes

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Please report on any of the following substantive changes that may have occurred at your Educator Preparation Provider (EPP) or institution/organization since the submission of the prior year s Annual Accreditation Report. 3.1. Has there been any change in the EPP s legal status, form of control, or ownership? Change No Change/Not Applicable 3.2. Has the EPP entered a contract with other providers for direct instructional services, including any teach out agreements? O Change No Change / Not Applicable 3.3. Since the last reporting cycle, has the EPP seen a change in state program approval? Change No Change / Not Applicable 3.4. What is the institution s current regional accreditation status? 3.4.1. Institutional Accreditation Agency: Northwest Commission or \* 3.4.2. Institutional Accreditation Status: Accredited/Accreditation F 3.4.3. Does this represent a change in status from the prior year? Change No Change / Not Applicable 3.5. Since the last reporting cycle, does the EPP have any other substantive changes to report to CAEP per CAEP's Accreditation Policy? Please see Policy V.4.01 of the CAEP Accreditation Policies and Procedures document for CAEP's definition of substantive changes. O Change

AR Reviewer Question 3.1. Please provide feedback on the EPP's substantive changes, if any. Type

Page 4 of 11

No Change / Not Applicable

"None" if no substantive changes were identified.	
Insert text here	

Section 4. CAEP Accreditation Details on EPP s Website

2025 Annual Accreditation Report: Annual Accreditation Report: Section 4. CAEP Accreditation Details on EPP's Website

## Please update the EPP s public-facing website to include:

- 1. the EPP's current CAEP accreditation status with an accurate listing of the EPP's CAEP reviewed programs, and
- 2. the EPP's reported data for each of the required CAEP Accountability Measures for the 2023-2024 Academic Year.

## 4.1. URL Link for EPP s current CAEP Accreditation Status & Reviewed Programs

In the box below, please provide the direct URL link to the EPP's public facing webpage where its current CAEP accreditation status and a list of CAEP-reviewed programs are available.

https://www.uidaho.edu, openw\_in\_ne

# 4.2. CAEP Accountability Measures [2023-2024 Academic Year]

EPPs are required to provide data addressing the four CAEP Accountability Measures. These data must be collected or reported for the 2023-2024 Academic Year (September 1, 2023 August 31, 2024) and be relevant to the requirements outlined below. Data should be clearly labeled to each of the four CAEP Accountability Measures and made publicly available with explanations that are easily understood by a general audience.

- Measure 1 (Initial): Completer effectiveness. (R4.1)
  - Data must address: (a) completer impact in contributing to P-12 student-learning growth AND
     (b) completer effectiveness in applying professional knowledge, skills, and dispositions.
- Measure 2 (Initial and Advanced): Satisfaction of employers and stakeholder involvement. (R4.2, R5.3, RA4.1)
  - $\circ\hspace{0.1in}$  Data provided should be collected on employers  $\hspace{0.1in}$  satisfaction with program completers.
- Measure 3 (Initial and Advanced): Candidate competency at completion. (R3.3)
  - Data provided should relate to measures the EPP is using to determine if candidates are

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> meeting program expectations and ready to be recommended for licensure. (E.g.: EPP s Title II report, data that reflect the ability of EPP candidates to meet licensing and state requirements or other measures the EPP uses to determine candidate competency at completion.)

- . Measure 4 (Initial and Advanced): Ability of completers to be hired (in positions for which they have prepared).
  - Data provided may come from various sources, including state or EPP collected data related to completers' employment in teaching positions for which they were prepared.

#### 4.2.1. URL Link for EPP's Data Display of CAEP Accountability Measures - Initial-Licensure Level

In the box below, please provide the direct URL link to the EPP's public facing webpage where data for the required CAEP Accountability Measures for initial-licensure level programs are available. If the EPP does not offer initial-licensure level programs, then please leave this box blank.

https://www.uidaho.edu/ openv\_in\_ne

## 4.2.2. URL Link for EPP's Data Display of CAEP Accountability Measures - Advanced Level

In the box below, please provide the direct URL link to the EPP's public facing webpage where data for the required CAEP Accountability Measures for advanced level programs are available. If the link is the same as for the initial-licensure level, please provide it again in this box. If the EPP does not offer advanced-level programs, then please leave this box blank.

https://www.uidaho.edu/	open <u>v</u> in	_ne

AR Reviewer Question 4.1. Did the EPP provide a weblink that displays its current accreditation status and an accurate list of programs included during the most recent CAEP (NCATE/TEAC) accreditation review?
Yes
○ No
AR Reviewer Question 4.2. Did the EPP provide a direct weblink to its website where the EPP's display of data for the CAEP Accountability Measures is available to the public?
Yes

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O No

# **INFORMATIONAL JUNE 17-18, 2025**

University of Idaho 2025 Annual Accreditation Report Printed Date: 2025-05-29

AR Reviewer Question 4.3. Are the CAEP Accountability Measures clearly identified and tagged? (Includes header identifying the CAEP Accountability Measures and sub-headings/tags to each of the four measures as defined by CAEP)  Yes No
AR Reviewer Question 4.4. Do the data, tagged to each of the four CAEP Accountability Measures, appear to be collected using appropriate data collection instruments/procedures for the relevant CAEP Component?   Yes  No
AR Reviewer Question 4.5. Does the data for the CAEP Accountability Measures reflect data collected in the 2023-2024 Academic Year? (*If data are currently unavailable, does the EPP provide a placeholder statement that details why data are unavailable, and an expected timeline for when updated data will be shared?)  Yes  No
AR Reviewer Question 4.6. Has the EPP shared and explained the relevance of each of its data measures in a way that can be easily understood by the public?   Yes  No
AR Reviewer Question 4.7. Has data been disaggregated and shared at the program level? Did the EPP separate its Initial Level Program data and Advanced Level Program data for the CAEP Accountability Measures? [*Relevant to EPPs that receive/will receive CAEP accreditation at both the initial and advanced level.]   Yes  No

Section 5: Areas for Improvement and/or Stipulations

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University of Idaho 2025 Annual Accreditation Report Printed Date: 2025-05-29

2025 Annual Accreditation Report: Annual Accreditation Report: Section 5: Areas for Improvement and/or Stipulations

Summarize EPP activities and the outcomes of those activities as they relate to correcting the areas cited in the last Accreditation Action/Decision Report. The EPP will continue to report its action and progress on addressing its AFI(s) and/or stipulations until the EPP s next CAEP Accreditation Site Review.

To write your summary, please click the edit button next to each AFI/stipulation to edit the AFI/stipulation. Once there, please provide narrative in the "2025 Annual Accreditation Report Summary/Narrative and Supporting Documents" box at the bottom of the page.

If you do not have any AFIs or stipulations listed, please mark this section complete.

AR Reviewer Question 5.1. Has the EPP summarized its activities and the outcomes of those activities as they relate to correcting the area cited in the last Accreditation Action/Decision Report? [As a reminder: The EPP will continue to report its action and progress on addressing its AFI(s), weaknesses and/or stipulations until the EPP's next CAEP Accreditation Site Review.]
Yes
○ No

#### AFI/Stipulation

Component	Туре	Status	Rationale
2.2 Clinical Educators	AFI	Open	Interviews with partners and stakeholders provided little verification of the coconstruction of mentor teacher criteria.
5.3 Continuous Improvement	AFI	Open	The EPP structure limits program level data and analysis. EPP-level assessment of its programs' collective performance is not evident.
		Items per page: 10□ ▼	1 2 of 2 <b>&lt; &gt;</b>

Section 6. EPP's Continuous Improvement & Progress on (advanced level) Phase-in Plans and (initial-licensure level) Transition Plans

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### **INFORMATIONAL JUNE 17-18, 2025**

#### **ATTACHMENT 5**

University of Idaho 2025 Annual Accreditation Report Printed Date: 2025-05-29

2025 Annual Accreditation Report : Annual Accreditation Report : Section 6. EPP's Continuous Improvement & Progress on (advanced level) Phase-in Plans and (initial-licensure level) Transition Plans

6.1. Summarize any data-driven EPP-wide or programmatic modifications, innovations, or changes planned, worked on, or completed in the last academic year.

This is an opportunity to share targeted continuous improvement efforts your EPP is proud of. Focus on one to two major efforts the EPP made and the relationship among data examined, changes, progress with any Transition Plans (initial-licensure level) and/or Phase-in Plans (advanced level), and studying the results of those changes.

Recognizing opportunities to address Praxis II assessment pass rates, the EPP partnered with 240tutoring, an online test preparation provider. Efforts are being piloted at the moment, with early returns very favorable, as all individuals who have been granted access and taken the assessment have passed them. This is significant, as they are only granted access after having failed at least one time. Additionally, efforts to address faculty engagement in and assessor reliability for the summative Teacher Performance Assessment are underway. One faculty member has been identified as the TPA coordinator. This individual has taken steps to ensure inter-rater reliability in that assessment in ways not previously realized.

	applicable) provided CAEP with an update regarding the EPP's progress on its advanced level phase-in plans and/or initial level transition plans?
	Yes
	○ No
Se	ction 7: Feedback for CAEP & Report Preparer's Authorization
	2025 Annual Accreditation Report : Annual Accreditation Report :
	Section 7: Feedback for CAEP & Report Preparer's Authorization
	7.1. [OPTIONAL] Does the EPP have any questions about CAEP Standards, CAEP sufficiency criteria, or the CAEP accreditation process generally?
	Insert text here
	7.2 Preparer's authorization. By checking the box below. Lindicate that Lam authorized by the EPP to

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University of Idaho 2025 Annual Accreditation Report Printed Date: 2025-05-29

complete the 2024 EPP Annual Report, and that the details provided in this report and linked webpages are up-to-date and accurate at the time of submission. I am authorized to complete this report. I understand that all the information that is provided to CAEP from EPPs seeking initial accreditation, continuing accreditation, or having completed the accreditation process is considered the property of CAEP and may be used for training, research, and data review. CAEP reserves the right to compile and issue data derived from accreditation documents. See CAEP Accreditation Policies and Procedures. Acknowledge Semester of EPP s next CAEP Site Review This is listed for informational purposes only. If you notice an issue with this information, please reach out to CAEP staff. Next Visit Date [Semester] - Initial-Licensure Level Spring Next Visit Date [Year] - Initial-Licensure Level 2026 Next Visit Date [Semester] - Advanced Level Spring Next Visit Date [Year] - Advanced Level 2026 AR Reviewer Question 7.1. If the EPP asked any questions, please respond to the questions below. Insert text here ...

AR Reviewer Question 7.2. The EPP report preparer indicated that they were authorized by the EPP to complete the 2024 EPP Annual Report and that the details provided in this report and linked

webpages were up to date and accurate at the time of submission.

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University of Idaho 2025 Annual Accreditation Report Printed Date: 2025-05-29

Yes O No

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#### INFORMATIONAL JUNE 17-18, 2025

#### **IDAHO DIGITAL LEARNING ALLIANCE**

#### SUBJECT

Idaho Digital Learning Alliance Annual Report

#### APPLICABLE STATUTE, RULE, OR POLICY

Section 33-5501, Idaho Code

Idaho Administrative Code, IDAPA 08.04.01 Rules Governing the Idaho Digital Learning Alliance

#### **BACKGROUND/DISCUSSION**

According to IDAPA 08.04.01, Rules Governing the Idaho Digital Learning Alliance, an annual report is required to be submitted each year to the State Board of Education. This request is to meet the requirements as outlined in the rule. This report will include Accreditation, Acceptable Use, and an Idaho Digital Learning Alliance fee schedule to be in compliance with statute and State Board rule.

The 2002 Idaho Legislature created the Idaho Digital Learning Alliance as an online, school-choice learning environment (Title 33 Chapter 55, Idaho Code). Idaho Digital Learning Alliance is a statewide virtual school providing Idaho students and school districts with greater access to a diverse assortment of courses and opportunities. IDLA was created to address the educational needs of all Idaho students: traditional, home schooled, at-risk, and gifted learners and is a service to Idaho students and all Idaho School Districts. Rigorous online courses delivered by highly qualified Idaho faculty assist the state in preparing Idaho students to meet Idaho's high school graduation requirements, Idaho standards, and the increased demand from colleges and industry and Idaho's workforce.

#### **IMPACT**

Idaho Digital Learning Alliance served approximately 48,329 enrollments for 2023-2024, which is a 9% increase from 2021-2022. Nearly 100% of high schools in Idaho participated in 2023-2024. The number one reason for taking Idaho Digital Learning Alliance courses is identified as "Online Course Preference" with "Classes not offered locally" taking the second position. Other reasons include scheduling conflicts; advanced placement; dual credit; early graduation; foreign languages; and credit recovery.

Idaho Digital Learning Alliance is accredited through Cognia Accreditation.

#### **ATTACHMENTS**

Attachment 1 – Idaho Digital Learning Alliance Legislative Presentation

Attachment 2 – Fee Policy Statement

Attachment 3 – Acceptable Use Policy

Attachment 4 – Annual Report

#### **BOARD ACTION**

This item is for informational purposes only.

### IDAHO DIGITAL LEARNING ALLIANCE

2023-2024 Overview

State Board of Education March 2025



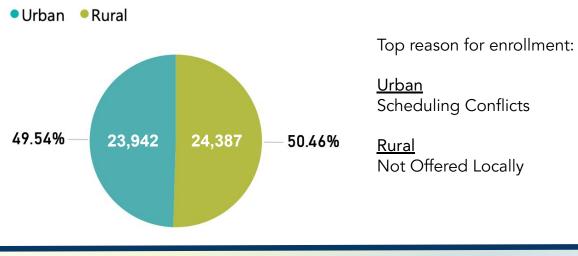
## **Enrollments**





## INFORMATIONAL - PPGA TAB 5

### Enrollments: Urban vs. Rural



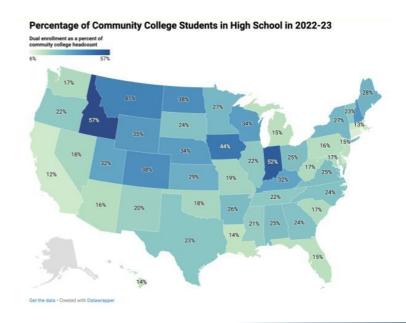


#### INFORMATIONAL - PPGA TAB 5

### CTE Pathways and Career Exploration

Enrollments - Growth by Subject							
AcademicYear	22-23 23-24						
Course	Enr	Withdrawls	Students	Enr	Withdrawls	Students	Enrollment Growth
8th Grade Career Exploration	1110	48	1105	1411	59	1410	27.12%
8th Grade Career Exploration (4 unit)	361	8	361	685	18	682	89.75%
Everyone Can Create with iPads	202	7	202	206	8	206	1.98%
Everyone Can Create with iPads - Elementary	30		30				
Personal Finance	264	10	261	651	41	648	146.59%

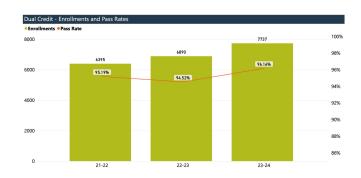






#### INFORMATIONAL - PPGA TAB 5

### **Dual Credit**



• IDLA Course fee: \$40

DC credit cost: \$0

• College Fee Average : \$255.18

 Total Savings for all enrollments using College Fee average ::

\$3,216,047.16



















\*Data excludes NNU & NIC



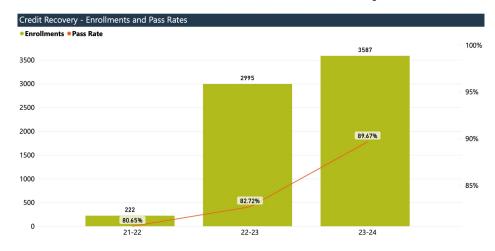
Rayce Miller Orofino H.S. Graduate

## **Impact**

"I always knew that higher education was the path that would give me the best opportunities in life. IDLA helped me take college credit classes early in my education through various colleges, allowing me to take the classes that I needed and wanted to take. Because of the credits I took through IDLA, I graduated high school with an associate degree in business administration, and now I'm in law school! If not for IDLA, I would still be in undergrad taking 200-level classes. The structure of IDLA taught me self-motivation, and it taught me to be in charge of my own education, rather than just taking one required class after another to graduate."

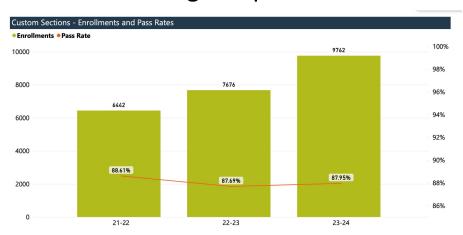


## **Credit Recovery**





# Custom Sections Meeting Unique Needs





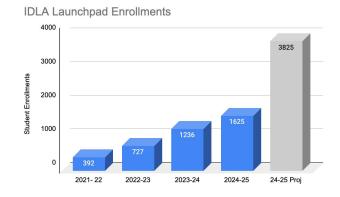
### **Impact**

Challis had their English Teacher leave, so they had to have all their Seniors take English 12 online. At the beginning of the year, some of the students made life pretty challenging for our IDLA teacher, but then the students realized that they would not be graduating if they could not meet the English requirement. The second semester went better, and overall, Challis was very grateful for IDLA and helping them get through a big challenge.



## Launchpad

- 503 summer enrollments w/86% attending 1+ days
- 53% of students maintained or demonstrated ISIP progress
- 80% of students maintained or increased their tier rank
- 12/31 sections on-site





## **Impact**

### **Grandview Elementary**





## Parent App







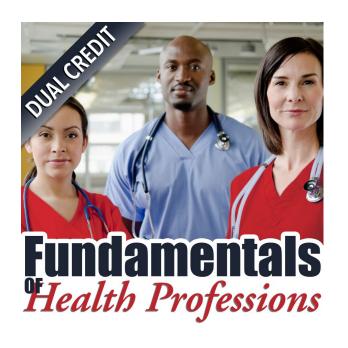
## Student Scholarships

8,045 scholarships awarded for a total savings of \$599,095





## Reducing Costs for Students



# **Textbook-free Dual Credit Fundamentals of Health Professions course**

Last year, the Fundamentals of Health Professions course alone had 696 enrollments, with an average textbook cost of \$46.50 per student. By removing this expense, IDLA projects annual savings of approximately \$32,364 for this course alone.



## Reducing Costs for Students





## Celebrating Excellence









## Thank you!





jeff.simmons@idla.org 208.994.4988



#### 2024-2025 Idaho Digital Learning Alliance Fee Policy

#### **Enrollment Fee**

Fees are charged per enrollment, where "enrollment" refers to one student in one Idaho Digital Learning Alliance course.

Non-Custom Session	Enrollment Fee
Dual Credit (DC) Chip, Chip, Hooray: Semiconductors 1	\$0
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Standard Cohort Credit Recovery Flex	\$40
Custom Session  20 students minimum per Hybrid course 12 students minimum for all other custom courses 20 students max per Elementary Launchpad course	Enrollment Fee
Elementary Launchpad ELA (K-5)	\$30
Middle School Electives (4 units) Keyboarding Pathways to Success 8th Grade Career Exploration	\$15
Standard Cohort Credit Recovery Flex Dual Credit (DC)	\$40

#### March 2025

#### **Advanced Opportunities**

The Advanced Opportunities (AO) program provides Idaho public school students in grades 7-12 with funds for eligible expenses. AO funding can only be used for IDLA course fees, not tests or other fees. All funding requests must cover the entire \$40 IDLA course fee; partial funding requests will be denied.

#### **Eliqible Courses**

- Overload Course: A high school course beyond the student's full course load.
- Dual Credit Course: A college course that earns credit on both high school and college transcripts.

#### **Exclusions**

- Credit recovery or retake courses
- Custom Session Dual Credit courses
- Elementary or Middle School courses

#### **Deadlines**

Term	Request Funding Window	Verification Deadline	Submission Deadline
Summer 2025	April 7 - June 20, 2025	Aug 22, 2025	Aug 29, 2025
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Spring 2026	Nov 24, 2025 - Mar 15, 2026	May 8, 2026	May 15, 2026
Trimester 3	Feb 16 - April 3, 2026	May 8, 2026	May 15, 2026

#### **Request Funding Window**

Period for submitting or removing funding requests.

#### **Verification Deadline**

School staff must confirm or remove funding requests. Removing requests helps avoid unintended funding, flags, or other issues. Reasons for removal may include:

- Student withdrew after the drop deadline (W)
- Student is failing (F)
- Student needs to pay for the course

#### **Submission Deadline**

Final deadline for districts to submit or remove funding requests.

#### **After Submission Deadline**

Courses funded by Advanced Opportunities will be recorded on the student's high school transcript. Students who failed (F), withdrew (W), or did not complete a funded course will be flagged and must successfully complete a similar course at their own expense to regain funding eligibility. Incomplete grades are not considered failures. If a

#### March 2025

student does not receive funding, the school will be invoiced.

#### **Payment and Reversals**

Payment will only be made for activities occurring and reported within each fiscal year. Reversals are rare and considered only for students facing extenuating circumstances beyond their control. Students should contact their Site Coordinator to request a reversal on their behalf. Requests must be emailed to <a href="registrar@idla.org">registrar@idla.org</a>.

#### **Drop Deadline**

A fee will be assessed and a grade reported if a course is dropped after the deadline, regardless of progress. Drops must be requested or confirmed by the Site Coordinator during the school year, and parent or guardian requests are accepted only for summer courses. For Flex courses, if a student is inactive for 14 days, the teacher may initiate the drop, and the Site Coordinator can confirm or request more time. Exceptions to the drop deadline may be requested for extenuating circumstances.

Drop deadlines are listed on the Academic Calendar: https://idla.org/resources/

Course Type / Program	IDLA must be notified by
Credit Recovery Cohort (6 or 9 weeks) Custom Sessions (All Programs) Launchpad	Friday of the 2nd week of class
Cohort 16-Week - (non-custom only)	Friday of the 3rd week of class
Flex	14th day after the student gains course access

#### **Invoices / Payment**

The Local Education Agency (LEA) or the enrolling school is responsible for IDLA course fees. Invoices are sent after the drop deadline to the billing contact on file, with payment due within 30 days. If payment is not received within 90 days, a registration hold will be placed on the account until payment is received.

#### Refunds

A refund will be issued if a course is dropped before the deadline or if orientation is not completed. If a payment is made and later qualifies for funding through the Advanced Opportunity program, a refund will be issued after the state's payment is received.

#### March 2025

#### **Scholarships**

Scholarships are limited. The amount of each scholarship granted will match the full IDLA course fee. Site coordinators may request a scholarship through their local Regional Coordinator.

#### **Exclusions**

- Students who have failed a course funded by a scholarship and have not successfully completed one subsequent IDLA course.
- Custom Session courses
- Courses entered for Advanced Opportunities funding.
- DC courses, exams, or textbooks.

#### **Dual Credit**

School districts shall assist students with obtaining college credits and provide access to essential exams and resources, such as textbooks. For additional information, consult the Textbooks section of the District Memorandum of Understanding (MOU).

#### March 2025

#### 2024 - 2025 Idaho Digital Learning Alliance Acceptable Use Policy

Proper use and behavior in a distance learning environment will be determined by your school's existing guidelines covered in the district's Acceptable Use Policy (AUP) and the Idaho Digital Learning Alliance's Acceptable Use of Technology Policy.

Idaho Digital Learning Alliance Acceptable Use of Technology Policy (AUP) Computers, computer networks, and the internet provide essential tools that support distance learning and the Idaho Digital Learning Alliance. All students are expected to use Idaho Digital Learning Alliance and the resources provided to access Idaho Digital Learning Alliance for purposes appropriate to the education environment.

You must refrain from any use that is not consistent with the policies, purposes, or objectives of either the hosting district or Idaho Digital Learning Alliance.

#### Prohibited uses of technology

- The use of communication tools (email, discussion boards, web pages, chat, and others) should not be used for any communication that is:
  - defamatory
  - inaccurate
  - o abusive
  - o rude
  - o obscene
  - o profane
  - o sexually explicit
  - threatening
  - o harassing
  - o racially offensive
  - illegal
  - o encouraging the use of illegal materials
  - inconsistent with the policies, purposes, or objectives of either the hosting district or the Idaho Digital Learning Alliance
- Impersonating another individual, including, but not limited to, the use of another user's login or password, communicating or completing work on behalf of another individual, or mocking others in a derogatory manner.
- Revealing personal or private information to others such as home address, age, gender, phone number, etc. You should also be cautious when releasing this information about yourself.

#### March 2025

- The use of AI tools, such as ChatGPT, is allowed for the purpose of self-learning, ideation, and inspiration. However, direct plagiarism or copying and pasting of AI-generated work as student-generated work will be treated as plagiarism. Students are expected to use the tool in accordance with academic integrity guidelines and cite any text generated by the tool.
- Disrupting the use of technology by another user or service. This includes but is not limited to, attempts to harm or destroy data, uploading and/or creating computer viruses, uploading and/or downloading information without need, sending or receiving data with the intent to degrade network performance, etc.
- Violation of any local, state, or federal regulation or statute.
- You will not use Idaho Digital Learning Alliance resources to sell or offer to sell any goods or services without prior approval of both the hosting district Board and the Idaho Digital Learning Alliance board.

#### Security and Privacy Risks Associated with Personal Device Use

- Personal Device Use: Students using personal devices such as laptops, tablets, and smartphones to access distance learning resources should ensure that their devices have updated operating systems, antivirus software, and firewalls to protect against malware, viruses, and other online threats.
- Personal Information: Students should avoid sharing personal information such as their full name, address, phone number, email address, or any other sensitive information online. Unless directed to do so by the content or teacher, personal information should not be added to online tools or resources.
- Passwords: Where possible, students should use their Google or Microsoft accounts
  provided by their school for login. If passwords must be used, students should use
  strong passwords for their online accounts and avoid sharing them with others. They
  should also avoid using the same password for multiple accounts and change them
  frequently.
- Public Wi-Fi: Students should avoid using public Wi-Fi networks to access distance learning resources as they are often unsecured and can pose security risks. Instead, they should use a secure network or a personal hotspot.

#### March 2025

- Screen Sharing: Students should be cautious when screen sharing during virtual
  meetings or sessions, especially if they are using personal devices. They should ensure
  that they are not sharing any personal or sensitive information unintentionally.
- Reporting Security Incidents: Students should report any security incidents, breaches, or suspicious activity to their teachers or administrators immediately.

Idaho Digital Learning Alliance Rights and Responsibilities

- Idaho Digital Learning Alliance reserves the right to monitor all activity, and record voice, text, and video correspondence related to Idaho Digital Learning Alliance courses or sites.
- Idaho Digital Learning Alliance reserves the right to block or remove any material that is not consistent with the policies, purposes, or objectives of either the host district or Idaho Digital Learning Alliance.
- IDLA may require the enabling and use of a camera and microphone to assist in proctoring or live instruction to complete a course.
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Student discipline for violation of any part of the policies, rules, or procedures of Idaho Digital Learning Alliance shall be based on the severity of the infraction.

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