



**Special Board of Education Meeting  
February 18, 2026  
Idaho State Board of Education  
OSBE Conference Room  
650 West State Street, Suite 307  
Boise, ID 83720**

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

**Wednesday, February 18, 2026 – Time 9:00 a.m. (Mountain Time)**

## **CONSENT**

### **IDE**

1. Emergency Provisional Certificate Recommendations – Action Item

### **IRSA**

2. Boise State University – Master of Project Management and Online Program Fee in Lieu of Tuition for Master of Project Management and Graduate Certificate in Project Management – Action Item
3. Idaho State University – Registered Nursing: Associate of Science to Associate of Applied Science Conversion and Online Program Fee in Lieu of Tuition – Action Item
4. Idaho State University – Specialized Certificate in Applied Artificial Intelligence and Online Program Fee in Lieu of Tuition – Action Item
5. Idaho State University – Specialized Certificate in Industrial Cybersecurity and Online Program Fee in Lieu of Tuition – Action Item

## **BUSINESS AFFAIRS AND HUMAN RESOURCES**

1. Boise State University – Authorization for issuance of 2026A General Revenue Refunding Bonds – Refunding of Series 2016A BSU General Revenue Refunding Bonds – Action Item
2. Boise State University – Sponsorship and Naming Rights Agreement for Student Union Building – Action Item
3. University of Idaho – License Agreement with Idaho State University – Use of Treasure Valley Anatomy and Physiology Laboratory – Action Item
4. Idaho State University – Treasure Valley Anatomy and Physiology Laboratory Expansion – Project Authorization – Action Item

## **PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

1. Idaho State Department of Education – Ed-Flex Application Authority Areas – Action Item
2. Idaho State Department of Education – Draft ESEA Waiver Application – Action Item

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.

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

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>IDE – EMERGENCY PROVISIONAL CERTIFICATE RECOMMENDATIONS</b>	Action Item
<b>2</b>	<b>IRSA – BOISE STATE UNIVERSITY – MASTER OF PROJECT MANAGEMENT AND ONLINE PROGRAM FEE IN LIEU OF TUITION FOR MASTER OF PROJECT MANAGEMENT AND GRADUATE CERTIFICATE IN PROJECT MANAGEMENT</b>	Action Item
<b>3</b>	<b>IRSA – IDAHO STATE UNIVERSITY – REGISTERED NURSING: ASSOCIATE OF SCIENCE TO ASSOCIATE OF APPLIED SCIENCE CONVERSION AND ONLINE PROGRAM FEE IN LIEU OF TUITION</b>	Action Item
<b>4</b>	<b>IRSA – IDAHO STATE UNIVERSITY – SPECIALIZED CERTIFICATE IN APPLIED ARTIFICIAL INTELLIGENCE AND ONLINE PROGRAM FEE IN LIEU OF TUITION</b>	Action Item
<b>5</b>	<b>IRSA – IDAHO STATE UNIVERSITY – SPECIALIZED CERTIFICATE IN INDUSTRIAL CYBERSECURITY AND ONLINE PROGRAM FEE IN LIEU OF TUITION</b>	Action Item

**CONSENT**  
**FEBRUARY 18, 2026**

**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
October 2025	Board approved 17 provisional certificates for the 2025-2026 school year
December 2025	Board approved 34 provisional certificates for the 2025-2026 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 (2) 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.

In the past three (3) years, the Board has approved the following numbers of provisional certificates:

- SY 2022-2023: 212 provisional certificates
- SY 2023-2024: 172 provisional certificates
- SY 2024-2025: 56 provisional certificates

Thus far, the Board has approved 51 provisional certificates for the 2025-2026 school year.

**DISCUSSION**

The Department of Education received thirteen (13) complete Emergency Provisional Certificate applications for Instructional certificate(s)/endorsement(s) by December 30, 2025.



**CONSENT**  
**FEBRUARY 18, 2026**

The Certification Department of the Idaho Department of Education reviewed each candidate's full application. Each 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. Each 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.

**1. Meadows Valley School District #011**

**Applicant Name:** Catherine Cochran

**Certificate:** Provisional

**Endorsement(s):** Chemistry 6-12; Science Middle Level 5-9

**College Training:** BA

**Declared Emergency Date:** 11/4/25

**Hire/Assignment Date:** 9/16/2025

**Summary of Recruitment Efforts:** The school hired to teach Chemistry but does not qualify for Alt Auth due to not meeting the content qualifier.

**2. Council School District #013**

**Applicant Name:** Mesa Ivey

**Certificate:** Provisional

**Endorsement(s):** All Subjects K-8

**College Training:** 70

**Declared Emergency Date:** 7/15/2025

**Hire/Assignment Date:** 7/15/2025

**Summary of Recruitment Efforts:** The position was advertised on several websites, local newspapers, and social media. No other application was received except for the current candidate.

**3. Applicant Name:** Owen Ivey

**Certificate:** Provisional

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 7/15/2025

**Hire/Assignment Date:** 7/15/2025

**Summary of Recruitment Efforts:** The position was advertised on several websites, local newspapers, and social media. No other application was received except for the current candidate.

**4. Vallivue School District #139**

**Applicant Name:** Rachel Fisher

**Certificate:** Provisional

**Endorsement(s):** History (6-12)

**College Training:** BA

**Declared Emergency Date:** 8/12/2025

**Hire/Assignment Date:** 8/6/2025

**Summary of Recruitment Efforts:** The candidate did not meet the content qualifier to qualify for an Alternative Authorization. This position was posted on multiple job platforms and only received one (1) application. The current candidate has been a classified employee with the district for several years and has demonstrated a passion for supporting students.

5. Applicant Name: Troy McFadden  
Certificate: Provisional  
Endorsement(s): Social Studies (6-12)  
College Training: BA  
Declared Emergency Date: 8/12/2025  
Hire/Assignment Date: 8/6/2025  
Summary of Recruitment Efforts: The school district made multiple attempts to fill the position by posting to several job platforms, but only one (1) application was received. He was hired as a classified employee. His knowledge of the subject deemed him a worthy candidate to hire in the certified position.
6. Applicant Name: Kaden Sanderson  
Certificate: Provisional  
Endorsement(s): Natural Science (6-12)  
College Training: BA  
Declared Emergency Date: 8/12/2025  
Hire/Assignment Date: 8/6/2025  
Summary of Recruitment Efforts: The candidate did not meet the content qualifier to qualify for an Alternative Authorization. The school received a late resignation. The position was posted immediately, receiving two (2) applications. The current candidate was eager to step in.
7. **Gooding Join School District #231**  
**Applicant Name:** Gonzalo Valdez-Blanco  
**Certificate:** Provisional  
**Endorsement(s):** Mathematics 6-12  
**College Training:** BA  
**Declared Emergency Date:** 8/12/2025  
**Hire/Assignment Date:** 8/13/2025  
**Summary of Recruitment Efforts:** The district interviewed multiple candidates, and while some had certification, the interview committee felt Mr. Valdez-Blanco was the best fit for kids. He has proven his strengths in classroom management, instructional delivery and the ability to build strong relationships with students/families.  
3rd provisional request-sent district an email.
8. **Mountain View School District #244**  
**Applicant Name:** Casey Tittle  
**Certificate:** Provisional  
**Endorsement(s):** All Subjects K-8  
**College Training:** BS  
**Declared Emergency Date:** 12/18/2025  
**Hire/Assignment Date:** 12/1/2025

**Summary of Recruitment Efforts:** It is very difficult to find certified teachers who are willing to move to the rural area at this time of the school year. Casey was hired as the long-term substitute.

9. **Teton School District #401**

**Applicant Name:** Robert Bailey

**Certificate:** Provisional

**Endorsement(s):** Physical Education K-12

**College Training:** 137 credits

**Declared Emergency Date:** 9/8/2025

**Hire/Assignment Date:** 12/8/2025

**Summary of Recruitment Efforts:** The candidate did not qualify for the Alternative Authorization. The school did post for the position and only one (1) applicant responded. The applicant withdrew due to the position not being a one (1) FTE. Mr. Bailey was a para in another building within the district.

10. **Twin Falls School District #411**

**Applicant Name:** Hannah Fistorela

**Certificate:** Provisional

**Endorsement(s):** All Subjects K-8

**College Training:** 52 credits

**Declared Emergency Date:** 12/8/2025

**Hire/Assignment Date:** 11/20/2025

**Summary of Recruitment Efforts:** Hannah was hired due to a mid-school year resignation. She is currently enrolled in a certification program, but not far along enough for an Alternative Authorization.

11. Applicant Name: Hanan Toone

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 121 credits

Declared Emergency Date: 1/12/2026

Hire/Assignment Date: 1/1/2026

**Summary of Recruitment Efforts:** Due to personal reasons, this position was vacated mid-year. The candidate was the most qualified applicant. The school was unsuccessful in finding a fully qualified candidate for this position.

12. **Treasure Valley Classical Academy #532**

**Applicant Name:** Amanda Spurling

**Certificate:** Provisional

**Endorsement(s):** All Subjects K-8

**College Training:** 97 credits

**Declared Emergency Date:** 11/18/2025

**Hire/Assignment Date:** 11/19/2025

**Summary of Recruitment Efforts:** The school contacted previous applicants to fill the position as well as posted the position internally. Due to the holidays, the finalization of the application took longer than expected.

**13. Kootenai Classical Academy #597**

**Applicant Name:** Shiloh Qalo

**Certificate:** Provisional

**Endorsement(s):** Visual Arts (K-12)

**College Training:** 61 credits

**Declared Emergency Date:** 12/15/2025

**Hire/Assignment Date:** 11/17/2025

**Summary of Recruitment Efforts:** The school was in need of a K-3 Art teacher, reaching out to three (3) possible candidates who had been in contact earlier in the school year. Two (2) had already accepted other positions and the third could not accept the position. The position had been advertised on the school's website, even reaching out to two (2) other possible teachers who had been referred. No inquiries were received. The school reached out to the current candidate who accepted.

**IMPACT**

If the Board approves the request, the Idaho Department of Education will be authorized to issue emergency provisional certificates to the qualifying candidates. An emergency provisional certificate is effective for one (1) year. No financial penalties will be assessed to the LEA while an emergency provisional certificate is in effect.

If the Board does not approve the request, the Idaho Department of Education will not be authorized to issue the requested emergency provisional certificates. The school district would be required to pursue other hiring options and may face financial impact.

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff verified that each candidate has completed at least two (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 2025-2026 school year. Candidates that have already completed a Baccalaureate degree or higher are not eligible to apply through another pathway.

Staff recommends approval.

**BOARD ACTION**

I move to authorize the Idaho Department of Education to issue emergency provisional standard instructional certificates for candidate 1-13 as presented above, effective for the 2025-2026 school year only, and pending a cleared background check.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BOISE STATE UNIVERSITY**

**SUBJECT**

Master of Project Management and Online Program Fee in Lieu of Tuition for  
Master of Project Management and Graduate Certificate in Project Management

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University proposes to offer a new Master of Project Management and a Graduate Certificate in Project Management, both utilizing an online program fee in lieu of tuition. The master's program and graduate certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. The programs will serve students, especially working professionals in Idaho, the U.S., and abroad, who want to add a project management credential, as well as recent graduates seeking to return for reskilling or upskilling. These programs will equip students with a solid foundation in project management and the key skills needed to meet growing workforce demand. Students will learn how to manage and document projects, oversee project budgets, and develop comprehensive project management plans.

**IMPACT**

Graduates of the programs will be able to apply advanced project management theories and processes, including both predictive and agile methodologies to effectively plan, execute, and control all aspects of a project. They will be equipped to analyze resource requirements, information, and time constraints to develop comprehensive project scopes and schedules. Students will also learn to lead project teams by applying advanced problem-solving abilities, ethical decision-making, and conflict-resolution skills within dynamic environments. In addition, they will be able to integrate project management strategies with organizational goals to support successful project implementation and contribute to broader strategic objectives. Finally, graduates of the master's program will demonstrate the knowledge and skills necessary to pursue Project Management Professional (PMP)® certification.

All courses in the graduate certificate are part of the existing core curriculum for the master's program, so no additional course sections will need to be scheduled. Current full-time and part-time faculty are available to teach all courses, and the existing faculty budget is sufficient to support instruction. The project management master's degree program plans to open courses for enrollment to any interested student within the online program fee model ecosystem. Therefore, there may be additional revenue from students enrolled in online programs that are not seeking the Project Management degree.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. The price point of \$525 per credit aligns with the majority of Boise State University's graduate online programs. For students who need all 30 credits of the Master of Project Management program, the total program cost would be up to \$15,750 (30 credits at \$525 per credit). For students who need 12 credits to complete the graduate certificate, the total program cost would be up to \$6,300 (12 credits at \$525 per credit).

## **ATTACHMENTS**

Attachment 1 – Graduate Certificate in Project Management Budget

Attachment 2 – Master of Project Management Proposal and Budget

Attachment 3 – Boise State University Three-Year Plan for Delivery of Academic Programs

## **STAFF COMMENTS AND RECOMMENDATIONS**

Boise State University anticipates five initial enrollments at implementation for the proposed master's program, reaching fifty-four by year five, and graduating two students by year two, reaching twenty-one by year five. These numbers were based on the average online degree completion numbers for similar programs at U.S. institutions, with similar brand recognition and marketing capabilities, during their first five years of launching the program.

Because the program will be using the online program fee model, minimum enrollments are based on course registrations, which are what translate to revenue as explained in the program proposal. The minimum number of enrollments for the program to break even ranges from 13 to 19 annual full-time enrollments over a five-year period. If enrollments are not met, the program will be adjusted to reflect actual activity and will be evaluated annually. If in the long term it is not fiscally sustainable, the program will be discontinued.

Boise State's request to offer a Master of Project Management is consistent with their current institutional Three-Year Plan for Delivery of Academic Programs (see Attachment 3). There are presently no comparable online programs offered in the state. Currently, no institution has statewide program responsibility specifically for project management-related programs.

Regarding the certificate, currently, Board Policy III.G. Postsecondary Program Review and Approval does not require Board approval for the establishment of an undergraduate certificate consisting of fewer than 30 credits. Boise State University has met the policy requirement to notify the Board office of their intent to create and offer an online Graduate Certificate in Project Management.

Boise State includes a request to assess an online program fee of \$525 per credit for the proposed new master's program and the graduate certificate in Project Management. Both align with criteria as defined in Board Policy V.R. to include that the online program fee is in lieu of tuition and all other Board-approved fees.

**CONSENT**  
**FEBRUARY 18, 2026**

The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs on January 29, 2026, and to the Instruction, Research, and Student Affairs on February 5, 2026. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to offer an online Master of Project Management and charge an online program fee of \$525 per credit in conformance with the program budget submitted to the Board in Attachment 2.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

AND

I move to approve the request by Boise State University to charge an online program fee of \$525 per credit for the online Graduate Certificate in Project Management in lieu of tuition and in conformance with the program budget submitted to the Board in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

Attachment 1 – Graduate Certificate in Project Management Budget

Estimated Fiscal Impact		FY 27		FY 28		FY 29		FY 30	
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<b>A. Revenue</b>									
1. New Appropriated Funding Request		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2. Institution Funds		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Federal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4. New Tuition Revenues from Increased Enrollments		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Student Fees		\$0	\$16,275	\$0	\$64,050	\$0	\$125,475	\$0	\$212,625
6. Other (i.e., Gifts)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenue</b>		<b>\$0</b>	<b>\$16,275</b>	<b>\$0</b>	<b>\$64,050</b>	<b>\$0</b>	<b>\$125,475</b>	<b>\$0</b>	<b>\$212,625</b>
<b>B. Expenditures</b>									
1. Personnel		\$0	\$9,248	\$0	\$10,716	\$0	\$11,028	\$0	\$11,340
2. Operating		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Equipment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4. Facilities		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Other Costs: Boise State University Support		\$0	\$4,963	\$0	\$19,533	\$0	\$38,265	\$0	\$64,842
<b>Total Expenditures</b>		<b>\$0</b>	<b>\$14,211</b>	<b>\$0</b>	<b>\$30,248</b>	<b>\$0</b>	<b>\$49,292</b>	<b>\$0</b>	<b>\$76,182</b>
<b>Net Income (Deficit)</b>		<b>\$0</b>	<b>\$2,064</b>	<b>\$0</b>	<b>\$33,802</b>	<b>\$0</b>	<b>\$76,183</b>	<b>\$0</b>	<b>\$136,443</b>

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

A.5	Student fees calculated as \$525 online program fee per credit multiplied by credits generated per fiscal year. To be conservative, assume that the per-credit fee does not increase over the initial four (4) years from launch. We expect the certificate will generate 31 SCH (6 students) in FY27, 122 SCH (14 students) in FY28, 239 SCH (21 students) in FY29, and 405 SCH (35 students) in FY30.
B.1	All certificate courses are embedded in the online Master of Project Management (MPM) degree. As such, personnel-related expenses for instruction are calculated based on total anticipated headcount for the courses common to the certificate and MPM degree. Personnel costs for the certificate include instruction and support staff. Operational expenses are not included, as they are accounted for in the MPM budget. Using a share of expected course load, the personnel costs for the certificate were modeled at 50% of the total for FY27-FY30. Additionally, the MPM and Graduate Certificate are designed to scale. Students enrolled in other graduate degree programs may enroll in the certificate. This yields revenue beyond the budget projections for the certificate, which is reinvested to cover additional personnel/instruction expenses.
B.5	Boise State University Support includes expenses for marketing online programs, providing student success resources and support for retention; course development stipends to faculty, administrative expenses for program development and project management, library learning materials and resources, and a small amount for innovation grants for future program development.



Institutional Tracking No. \_\_\_\_\_



## FULL PROPOSAL FORM

Academic Programs

Date of Proposal Submission:	December 15, 2025		
Institution Submitting Proposal:	Boise State University		
Name of College, School, or Division:	College of Arts and Sciences		
Name of Department(s) or Area(s):	School for the Digital Future		
Official Name of the Program:	Master of Project Management		
Degree Information:	Degree Level: Master	Degree Type: Project Management	
CIP code or Modification of CIP Code (consult IR /Registrar):	52.0211		
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	Fully online utilizing online fee model		
Implementation Date:	Fall 2026		
Geographical Delivery:	Location(s)	Boise	Region(s) III
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)	Self-Support fee	Professional Fee	x Online Program Fee
Indicate (X) if the program is: (Consistent with Board Policy III.Z.)	Regional Program Responsibility	Statewide Program 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)

**Proposed Action**

- ☒ New Program
- ☐ New branch campus or change in location
- ☐ Modification of Existing Academic Programs
  - ☐ Converting one program option to a stand-alone program
  - ☐ Consolidating two or more programs into one program
  - ☐ Splitting an existing program into two or more programs
  - ☐ Adding certificate or degrees to existing programs
  - ☐ Program expansion outside an institution's Designated Service Region except for programs for which institutions have statewide program responsibilities as defined in Board Policy III.Z.

College Dean	Date
Graduate Dean/other (as applicable)	Date
VP/Chief Fiscal Officer	Date
Provost/VP for Instruction	Date
President	Date

Vice President for Research (as applicable)	Date
	1/7/2026
Academic Affairs Program Manager, OSBE	Date
	01/07/2026
Chief Financial Officer, OSBE	Date
Chief Academic Officer, OSBE	Date
SBOE/Executive Director or Designee Approval	Date

*Zeynep Kanan (Dec 15, 2025 11:03:32 MST)*

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.

## **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.

Boise State University proposes the creation of a new graduate degree program in Project Management in a fully online format. The proposal describes a wholly online program that will award a Master of Project Management (MPM).

The proposed MPM online program focuses on signature project management processes from traditional cascade, agile, and hybrid approaches. These will include project initiation, scheduling, project budgets, and stakeholder engagement including importantly project communications; agile processes such as sprints, spring logs, and scrum teams. With this degree, graduates will be prepared to initiate and implement simple and complex plans in a wide range of professional sectors.

The program offers numerous benefits for both institutions and students. As industries increasingly rely on effective project execution, demand for skilled project managers continues to grow. A dedicated graduate program provides advanced knowledge in planning, risk management, budgeting, and leadership - key skills sought across multiple industry sectors. Students gain a strategic perspective on managing complex initiatives and develop critical skills like communication and team coordination.

Creating this program positions Boise State and the State of Idaho as leaders in career-relevant education. Our program will attract mid-career professionals and recent graduates looking to specialize. Our programs will continue to foster partnerships with industry and enable real-world projects and potential job placements for students. Additionally, our program will support interdisciplinary collaboration to offer a well-rounded curriculum.

Graduates of a Master of Project Management program will be better prepared for certification exams such as Project Management Professional (PMP), or micro-certificates, enhancing their employability and career advancement. As organizations prioritize efficiency and strategic alignment, professionals trained at this level are essential. Overall, this program addresses a critical skills gap and meets the evolving needs of today's workforce.

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.

Approximately 10,380 unique job postings in the U.S. from December 2023 to December 2024 required or preferred a minimum of a master's degree. These job postings include both keywords of "project management" and "masters" in the job postings.

Top five job titles of publicly posted unique job postings include:

- Project Managers (430)
- Program Managers (410)
- Directors of Operations (132)
- Agile Coaches (118)
- Directors of Supply Chain Solutions (98)

Source: Lightcast Analytics. (March, 2025). *Job Posting Analytics Report - Project Management, U.S.*

The top occupational SOC's include:

- Project Management Specialists (13-1082)
- Managers, All Other (11-9199)
- Computer Occupations, All Other (15-1299)
- General & Operations Managers (11-1021)
- Marketing Managers (11-2021)
- Management Analysts (13-1111)
- Education Administrators, Postsecondary (11-9033)

2023-2033 National Employment Projections (for top occupational SOC's)		Employment		Job Openings due to Growth & Replacement Needs 2023-2033
		2023	2033	
Project Management Specialists	13-1082	1,046,300	1,105,000	58,700
Managers, All Other	11-9199	1,333,700	1,393,500	59,800
Computer Occupations, All Other	15-1299	472,000	510,500	38,500
General & Operations Managers	11-1021	3,712,900	3,876,800	164,000
Marketing Managers	11-2021	407,000	433,700	26,700
Management Analysts	13-1111	1,075,100	1,169,700	94,500
Education Administrators, Postsecondary	11-9033	226,600	230,500	4,000
<b>TOTAL</b>		<b>8,273,600</b>	<b>8,719,700</b>	<b>446,200</b>

Source: Bureau of Labor Statistics. (August 29, 2024). *Occupational Outlook Handbook - Occupation Finder*. Bureau of Labor Statistics.  
<https://www.bls.gov/ooh/occupation-finder.htm>

Approximately 59 unique job postings in Idaho from December 2023 to December 2024 required or preferred a minimum of a master's degree. These job postings include both keywords of "project management" and "masters" in the job postings.

*Source: Lightcast Analytics. (March, 2025). Job Posting Analytics Report - Project Management, Idaho.*

In addition, there are three occupations linked to project management that are listed in the 100 Hot Jobs in Idaho, which include:

- General and Operations Managers (#21)
- Marketing Managers (#33)
- Education Administrators, Postsecondary (#95)

2023-2033 Idaho Employment Projections (for top occupational SOCs)		Employment		Job Openings due to Growth & Replacement Needs 2023-2033
		2023	2033	
Project Management Specialists	13-1082	Not Available	Not Available	Not Available
Managers, All Other	11-9199	3,481	3,980	499
Computer Occupations, All Other	15-1299	1,007	1,185	178
General & Operations Managers	11-1021	16,099	18,787	2,688
Marketing Managers	11-2021	1,184	1,394	210
Management Analysts	13-1111	4,160	5,000	840
Education Administrators, Postsecondary	11-9033	914	1,021	107
<b>TOTAL</b>		<b>26,845</b>	<b>31,367</b>	<b>4,522</b>

*Source: Idaho Department of Labor (April 9, 2024). Occupational and Industry Projections. - Hot Jobs. Idaho Department of Labor. <https://lmi.idaho.gov/data-tools/occupational-industry-projections/>*

Project management is a skill that is in demand in numerous positions spanning diverse industry sectors. Job postings can include many SOCs. The Job Posting Analytics reports focus on the SOCs with the greatest volume of postings requiring a master's degree in project management.

- 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.*

Five-year distance degree completion data lends perspective to the growing student demand. The table below shows distance degree completions from 2019-2023 for master's

degrees in Project Management, yielding growth as follows:

- 41% growth in the number of institutions offering similar online programs
- 40% growth in the number of completions

Year	Institutions with Distance Programs	Distance Degree Completions
2023	65	2,055
2022	63	2,034
2021	58	1,869
2020	47	1,502
2019	46	1,463

*Source:* Lightcast Analytics. (March 2025). Program Overview: Project Management. Lightcast Analytics.

49 institutions reported a total of 688 completions in 2023 for graduate certificates in Project Management. Institutions include Colorado State University, Harvard University, and Grand Canyon University.

Classification of Instructional Programs (CIP) codes:

- Project Management (52.0211)
- Information Technology Project Management (11.1005)

The anticipated student audience includes mid-career professionals who need a master's degree to advance in their careers or who require high-level project management skills for their specific fields. Students will likely hold bachelor's degrees in a variety of disciplines and may be interested in pursuing PMP certification or developing advanced project management competencies. While most students are expected to come from Idaho and the western United States, the program has the potential to attract learners nationally and internationally.

**c. Societal Need:** Describe additional societal benefits and cultural benefits of the program.

Creating a master's program in project management helps develop a workforce capable of delivering efficient, ethical, and sustainable outcomes across industries. As projects increasingly address complex social challenges, highly trained project managers ensure that resources are used effectively and that outcomes align with community and public needs.

Skilled project leaders help reduce cost overruns, delays, and failures in both public and private initiatives, saving taxpayer dollars and strengthening trust in institutions. By emphasizing stakeholder engagement, risk mitigation, and accountability, the program also promotes transparent decision-making and socially responsible practices.

A project management master's degree enhances economic resilience by preparing professionals to lead innovation and respond effectively to societal shifts such as digital transformation or disaster recovery. By developing critical thinkers and ethical leaders, the program supports a more adaptable and forward-looking workforce capable of managing change and driving sustainable development. In turn, this work strengthens communities, improves quality of life, and contributes to long-term regional, national, and global goals.

**3. Program Prioritization**

Is the proposed new program a result of program prioritization?

Yes \_\_\_\_\_ NO x \_\_\_\_\_

If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings.

**4. Credit for Prior Learning**

Indicate from the various crosswalks where credit for prior learning will be available. If no PLA has been identified for this program, enter 'Not Applicable'.

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.

Full-time students are able to complete the degree within four semesters, or approximately one and a half years.

Open educational resources will be used for specific courses to reduce overall costs for students. Most courses will use open educational resources, with the goal of no software or textbook costs in the future.

PMBOK® Guide (7th Edition) is available for download from the Albertsons Library. The PMBOK® Guide (Project Management Body of Knowledge) is a global standard published by the Project Management Institute (PMI) that defines best practices, principles, and terminology for effective project management. It serves as a framework for planning, executing, and controlling projects across various industries.

**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.

No Idaho public higher education institutions currently offer a master's degree or graduate certificate in project management (distance or non-distance).

Instit.	Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
		FY__	FY__	FY__	FY__	FY__	FY__	FY__	FY__
	N/A see comment above								

7. **Justification for Duplication** (if applicable). If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

Not applicable.

8. **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Projected <u>Fall Term</u> Headcount Enrollment in Program						Projected Annual Number of Graduates from Program					
Fall 2026	Fall 2027	Fall 2028	Fall 2029	Fall 2030		FY27 (1st year)	FY28	FY29	FY30	FY31	
5	18	34	46	54		0	2	9	16	21	

9. **Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 "Need for the Program" above.

What is the capacity for the program? Describe your recruitment efforts. How did you determine the projected numbers above?

The online enrollment and graduation estimates come from a rigorous analysis of year-over-year growth in comparable programs, accounting for a conservative attrition rate. The program's size will be scaled to demand for the program. The numbers in the table above reflect a reasonable and attainable scaling up.

Student services include both student support staff and faculty. Marketing, recruitment, and advising efforts will be managed by the program director and their support staff in the College of Arts and Sciences, along with support from the Division of Extended Studies for the online programs in coordination with other online programs.

Marketing and recruitment efforts will include a digital marketing campaign, a web landing

page, request for information form and a full program website with details regarding the key program assets, curriculum plan, and costs. In addition, a comprehensive communication plan will be implemented to attract and nurture interested students. Strategic, personalized communications will engage and support students throughout the recruitment life cycle. For the online programs, our coaching approach to student services will support online students and maintain their connection to Boise State through graduation.

**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?

Because the program will be utilizing the online fee model, it is best to put minimum enrollment in terms of course registrations, which are what translate to revenue. Based on estimated expenses for instruction and for support personnel expenses, the estimate of the minimum number of course registrations to achieve breakeven is:

- Year 1: Annual credits 72, Annual unique student headcount is 13
- Year 2: Annual credits 130, Annual unique student headcount is 16
- Year 3: Annual credits 138, Annual unique student headcount is 17
- Year 4: Annual credits 143, Annual unique student headcount is 18
- Year 5: Annual credits 155, Annual unique student headcount is 19

If enrollments do not meet expectations, expenses will adjust to reflect actual activity. The program's financial sustainability will be evaluated at least annually.

- b. If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

Programs operating under the online program fee model at Boise State are expected to be fiscally sustainable. If enrollments do not meet expectations, expenses will be adjusted to reflect actual activity. The program's financial sustainability will be evaluated annually. If it is determined to be fiscally unsustainable in the long term, it will be discontinued. This approach ensures financial prudence.

- 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.

**Regional Institutional Accreditation:** Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).

**Program Review:** Boise State has instituted a new program review procedure. At the inception of new programs, the programs will submit to the Office of the Provost a three-year assessment plan to be scheduled into the Periodic Review/Assessment Reporting Cycle. The plan includes program learning outcomes; and an implementation plan with a timeline identifying when and what will be assessed, how the programs will gather assessment data, and how the program will use that information to make improvements. Then, every three years, the programs will provide



Program Assessment Reports (PAR), which will be reviewed by a small team of faculty and staff using a PAR Rubric, which includes feedback, next steps, and a follow-up report with a summary of actions.

**Program Development Support:**

The online Master of Project Management is an intentional expansion to align with employment demand, and builds on the success of online bachelor's in Project Management, launched in Fall 2023.

Program Design: Boise State's online program development process includes a facilitated program design process to assist program faculty members in the creation of an intentional, cohesive course progression aligned to both course and program learning outcomes.

Course Design and Development: Courses are designed and developed by a faculty member. They work with the assistance of a team of experts, which includes an instructional designer, a multimedia developer, a quality assurance specialist, and a course developer. The end result is a program version of each course. All courses for the program are developed with a consistent look and feel using a common course template aligned with nationally recognized Quality Matters course design standards.

Course Maintenance: The academic department is responsible for the continuous course improvement of online program courses.

**Academic Integrity:** Academic integrity is vital to the mission of Boise State University and encompasses the totality of academic rigor, ethical behavior, intellectual curiosity, appropriate teamwork, and persistence. All assignments submitted by a student must represent his/her own ideas, concepts, and current understanding or must cite the original source. Boise State proactively supports academic integrity by providing training, maintaining a website dedicated to academic integrity, providing tools such as pedagogical strategies, workshops, and tips for designing tests, as well as establishing policies and procedures for students who violate the academic integrity policy within the Student Code of Conduct. For this new online program, we will use the following strategies to encourage academic integrity:

- During the design and development of the curriculum and assessment of each course, instructors will be informed by staff of Boise State's eCampus Center about best practices for online course design based on Quality Matters™ and best practice strategies to promote academic integrity in online education based on WCET's recommendations (Version 2.0, June 2009)
- Through the program development process, course production, course launch support provided by the eCampus Center, and other means, instructors will be reminded about the importance of academic integrity and encouraged to report and act upon suspected violations.
- Academic integrity will be addressed within online student orientation. Programs may require online students to complete the university's Academic Integrity Online Workshop.
- At the beginning of each course, the instructor will communicate expectations regarding academic integrity to students in the syllabus and verbally and may require completion of the university's Academic Integrity Online Workshop.

**Student Authentication:** Because the proposed program will be offered entirely online, it is important to include mechanisms by which we authenticate the identity of students enrolled in the program. We will use the following mechanisms:

- During the admissions process, the university will confirm required official transcripts and other documentation required for admission into the program.

- Associated with access to and use of our learning management system, a secure log-in environment will be provided and students will be required to use strong passwords and change them every 90 days.
- When high-stakes exams are required, faculty will be encouraged to utilize remote or online proctoring services when appropriate. In those instances, students will need to provide valid photo identification before gaining access to the graded assessments or other required activities.
- Instructors will utilize Canvas's original plagiarism detection program when appropriate.
- Instructors are expected to be informed of and aware of the importance of student identity authentication and to report and act upon suspected violations.

12. **In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.** Attach the peer review report as **Appendix A**. 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. **Educator Endorsement/Certification Programs.** 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 X No \_\_\_\_

If yes, proceed to question 15. If no:

**a. Which of the following statements address the reason for adding this program**

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<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.

**outside of the regular three-year planning process.**

Indicate (X) by each applicable statement:

<input type="checkbox"/>	The program is important for meeting your institution's regional or statewide program responsibilities.
<input type="checkbox"/>	The program is in response to a specific industry need or workforce opportunity.
<input type="checkbox"/>	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
<input type="checkbox"/>	There is a contractual obligation or partnership opportunity related to this program.
<input type="checkbox"/>	The program is in response to accreditation requirements or recommendations.
<input type="checkbox"/>	The program is in response to recent changes to teacher certification/endorsement requirements.
<input type="checkbox"/>	We failed to include it when we had the opportunity.
<input type="checkbox"/>	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.	18
Credit hours in required courses offered by other departments.	12
Credit hours in institutional general education curriculum.	
Credit hours in free electives	
<b>Total credit hours required for degree program</b>	<b>30</b>

**b. Curriculum.** Provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

**PROJMGT 500: Managing Projects (3 Credits)**

Develops the skills to successfully plan and manage projects including project scoping, budgeting and scheduling of resources, timeline and deliverables to the client.

**PROJMGT 501: Documenting Projects (3 Credits)**

Refines knowledge, skills, and abilities associated with documentation methodologies, platforms, and systems in traditional and agile project environments.

**PROJMGT 530: Mentoring Teams (3 Credits)**

Explores the complexity of internal organizational processes, such as decision making, conflict, change, collaboration, leadership, and culture. Addresses topics within communication, evaluates concepts and applies them to relevant cases to expand critical analysis skills.

**PROJMGT 550: Managing Project Budgets (3 Credits)**

Develop advanced knowledge of project budgeting and value management. This includes

detailed planning to baseline the program to measure project performance and progress by integrating cost, schedule, and technical scope.

**PROJMGMT 560: Building a Project Management Plan (3 Credits)**

Provides an overview of the essential concepts, processes, and tools of lean project methodology.

**PROJMGMT 599: Capstone (3 credits: combined class with PROJMGMT 499 – UG Capstone)**

Students apply their knowledge and skills in project management, research the project management industry as it aligns with their career goals, develop and present their professional portfolio.

**Emphasis:**

Choose from predetermined options from allied programs:

**A) Cyber Operations Emphasis (12 Credits)**

Take the following:

- CORE 500 - Cyber Systems Thinking (3)

Take at least 9 credits from the following:

- CORE 550 - Cyber Threat Intelligence (3)
- CORE 551 - Cyber Warfare and Conflicts (3)
- CORE 552 - Cyber Digital and Signal Intelligence (3)
- CORE 560 - Cyber Resilience Systems Design (3)
- CORE 561 - Network Design and Exploitation Techniques (3)
- CORE 562 - Resilience Coding and Architecture of Devices (3)
- CORE 570 - Cyber Risk Management (3)
- CORE 571 - Cyberlaw, Ethics, and Policy (3)
- CORE 572 - Cybersecurity Governance and Compliance (3)

**B) Digital Communications Emphasis (12 Credits)**

- DCM 510 - Creating Digital Communications Content (3)
- DCM 520 - Engaging Clients (3)
- DCM 570 - Digital Communications Practicum (3)
- STRATCOM 500 - Crisis Management and Communications (3)

**C) Marketing Emphasis (12 Credits)**

Take the following

- BUSMBA541 - Marketing Leadership (4)
- BUSMBA542 - Digital Marketing Management (4)
- BUSMBA543 - Strategic Product Management (4)

**D) Conflict Management Emphasis/Certificate (12 credits)**

- CONFLICT510 - Conflict Management (3)
- CONFLICT515 - Culture and Conflict (3)

- CONFLICT513 - Mediation and Negotiation (3)
- CONFLICT514 - Conflict Coaching and Facilitation (3)

**E) Workplace Performance Emphasis (12 Credits)**

Take 12 credits from the following:

- OPWL 536 - Organizational Performance and Workplace Learning (4 credits)
- OPWL 529 - Needs Assessment (4 credits)
- OPWL 530 - Evaluation (4 credits)
- OPWL 560 - Workplace Performance Improvement (4 credits)

**F) Organizational Development Emphasis (12 Credits)**

- OPWL 536 - Organizational Performance and Workplace Learning (4 credits)
- OPWL 571 - Leadership, Culture and Systems (3 credits)
- OPWL 577 - Leading Change (3 credits)
- OPWL 518 - Contracting and Consulting (2 credits)

- 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.

Not Applicable.

**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.

At the completion of this program, students will be able to:

- Apply advanced project management theories and processes, including predictive and agile methodologies, to effectively plan, execute, and control all aspects of projects.
- Analyze project resource requirements, information, and time constraints to develop comprehensive project scopes and schedules.
- Lead project teams by applying advanced knowledge and skills in problem-solving, ethical decision-making, and conflict resolution within dynamic environments.
- Integrate project management strategies with organizational goals to ensure successful project implementation and contribute to strategic objectives.
- Demonstrate the knowledge and skills required for Project Management Professional (PMP)® certification.

**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.

Students complete several professional development assignments in the capstone course. These include answering exam-style questions similar to those on the PMP certification exam, preparing and critically reviewing their project management experience in anticipation of submitting it to the Project Management Institute for PMP exam eligibility, and articulating how the program has supported their achievement of each learning outcome.

These assignments provide direct evidence of the program's effectiveness and highlight opportunities for improvement.

**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.

Faculty who teach and support this online program have laptops needed to teach courses asynchronously and complete all other requirements of their work during the implementation of this program.

- b. Impact of new program.** What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

The new online program will not have an impact on existing physical resources.

- 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.

Current faculty have the computer equipment necessary to teach courses and complete other work requirements.

**19. Library and Information Resources:** Describe adequacy and availability of library and information resources.

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<sup>2</sup> 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.*

- 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.

Library resources are currently adequate with no anticipated impact on usage. The Albertson's library provides research databases, electronic textbook reserves and also books by mail for distance studies students.

- 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.

No additional library resources are required.

## 20. Faculty/Personnel resources

- a. **Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

The current director of the undergraduate programs in project management (the bachelor's and undergraduate certificate) will also oversee this master's degree. There will be one section of each course, with six courses scheduled per year. The instructional capacity needed for each course has been fully accounted for in the budget.

- 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.

Faculty teaching in this program include a mix of both tenure-track faculty and PMP-certified faculty contracted for their expertise in Project Management.

- 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 the quality and productivity of existing programs be maintained?

Current faculty will work to develop the courses for online instruction. There will be no other impact on existing personnel. Quality and productivity of existing programs will be maintained through our internal curriculum committee and leadership structure which reviews course quality and demand.

- 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.

Not applicable.

## 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?

Not applicable.

- 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.

No new appropriation will be required.

- 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.

- i. The student fee for the online programs will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.1. That policy enables the institution to set a price-point appropriate for the program; students will pay an online program fee in lieu of tuition. The price-point for the online program fee will be as follows: \$525 per credit.

- ii. We project that by the fourth year of the program, it will generate a total of 382 student credit hours (SCH), which will yield a total gross revenue of \$200,737.

- iii. The project management master's degree program plans to open enrollment to any student within the online program fee model ecosystem. This means, there will be additional revenue from students enrolled in online programs that are not seeking the Project Management degree.

22. Using the excel **budget template** provided by the Office of the State Board of Education, provide the following information:



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

**Budget**

**I. PLANNED STUDENT ENROLLMENT**

	<b>FY 2027</b>		<b>FY 2028</b>		<b>FY 2029</b>		<b>FY 2030</b>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	1.3	7	4.8	19	8.7	33	11.5	41
B. Shifting enrollments	0.1	1	0.5	2	1.0	4	1.3	5
<b>Total Enrollment</b>	<b>1.5</b>	<b>7</b>	<b>5.3</b>	<b>21</b>	<b>9.7</b>	<b>36</b>	<b>12.7</b>	<b>46</b>
<b>Student Credit Hours Generated</b>	<b>44</b>		<b>159</b>		<b>291</b>		<b>382</b>	

**II. REVENUE**

	<b>FY 2027</b>		<b>FY 2028</b>		<b>FY 2029</b>		<b>FY 2030</b>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request								
2. Institution Funds								
3. Federal								
4. New Tuition Revenues from Increased Enrollments								
5. Student Fees		\$23,153		\$83,405		\$152,771		\$200,737
6. Other								
<b>Total Revenue</b>	<b>\$0</b>	<b>\$23,153</b>	<b>\$0</b>	<b>\$83,405</b>	<b>\$0</b>	<b>\$152,771</b>	<b>\$0</b>	<b>\$200,737</b>

*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.*

**Budget Notes:**

I.A, B. Calculation of FTE and headcount as follows:

1 FTE = 24 credits

Headcount determined as the distinct number of students in the program that year.

Assume that 90% of the enrollments will be new enrollments and 10% will be shifting enrollments.

Assume 15% attrition from 1st to 2nd semester, then 3% attrition every semester. No attrition for last semester.

II.5. Student Fee revenue calculated as Student Credit Hours \* \$525 per credit.

\$525 calculated as estimate of 2026-2027 per credit rate.

To be conservative, assume in calculations that per-credit fee does not increase over time.

**III. EXPENDITURES**

	<u>FY 2027</u>		<u>FY 2028</u>		<u>FY 2029</u>		<u>FY 2030</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<b>A. Personnel Costs</b>								
1. FTE		0.57		0.68		0.80		0.93
2. Faculty		\$0		\$0		\$0		\$0
3. Adjunct Faculty		\$17,675		\$21,846		\$26,979		\$32,366
4. Graduate/Undergrad Assistants		\$0.00		\$0.00		\$0.00		\$0.00
5. Research Personnel		\$0.00		\$0.00		\$0.00		\$0.00
6. Directors/Coordinators/Administrators		\$6,942		\$7,150		\$7,365		\$7,586
7. Administrative Support Personnel		\$0		\$0		\$0		\$0
8. Fringe Benefits		\$3,898		\$4,315		\$4,821		\$5,351
9. Other:								
<b>Total Personnel and Costs</b>	<b>\$0</b>	<b>\$28,515</b>	<b>\$0</b>	<b>\$33,312</b>	<b>\$0</b>	<b>\$39,165</b>	<b>\$0</b>	<b>\$45,304</b>

Budget Notes (continued)

III.A.3 Adjunct FTE: Calculated using (Credit hour load)/24; calculated at \$1,414 cost per credit hour; Y1 12.5 credits of instruction, Y2 15 credits, Y3 18 credits, Y4 21 credits

III.A.6 Administration: Program Director (.05 FTE Y1-Y5)

III.A.8 Benefits calculated at staff fringe rate of \$17,770+(annual wage\*20.43%) professional staff and \$17,770+(annual wage\*22.93%) classified staff

	<u>FY 2027</u>		<u>FY 2028</u>		<u>FY 2029</u>		<u>FY 2030</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<b>B. Operating Expenditures</b>								
1. Travel								
2. Marketing and Promotion		\$5,000		\$5,000		\$5,000		\$5,000
3. Other Services								
4. Communications								
5. Materials and Supplies								
6. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous - Computer Hardware/Software								
<b>Total Operating Expenditures</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$5,000</b>

Budget Notes (continued):

III.B.2 Expenses to market the program

	FY 2027		FY 2028		FY 2029		FY 2030	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<b>C. Capital Outlay</b>								
1. Library Resources								
2. Equipment								
<b>Total Capital Outlay</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>D. Capital Facilities Construction or Major Renovation</b>								
<b>E. Other Costs</b>								
1. Boise State University Support		\$7,061		\$25,435		\$46,589		\$61,217
2. Expenses								
Utilities								
Maintenance & Repairs								
3. Other								\$0
<b>Total Other Costs</b>	<b>\$0</b>	<b>\$7,061</b>	<b>\$0</b>	<b>\$25,435</b>	<b>\$0</b>	<b>\$46,589</b>	<b>\$0</b>	<b>\$61,217</b>
<b>TOTAL EXPENDITURES:</b>	<b>\$0</b>	<b>\$40,575</b>	<b>\$0</b>	<b>\$63,747</b>	<b>\$0</b>	<b>\$90,754</b>	<b>\$0</b>	<b>\$111,520</b>
<b>Net Income (Deficit) to College</b>	<b>\$0</b>	<b>-\$17,423</b>	<b>\$0</b>	<b>\$19,657</b>	<b>\$0</b>	<b>\$62,016</b>	<b>\$0</b>	<b>\$89,217</b>

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

- III.E.1 Boise State University Support is defined as follows:  
 Boise State Central Services (10.00% of revenue): A fund dedicated to funding support services for online students.  
 Boise State eCampus Center (8.75% of revenue): Provide funding for initiative management, online course/program development and other support services.  
 Boise State Online Innovation Fund (2.3% of revenue): Seed funding for academic programs, course development stipends to faculty, open education resource grants and eventually innovation grants.  
 Boise State Online Tuition Fund (1.5% of revenue): A fund supporting active duty, guard and reserve military students using federal Tuition Assistance as online students.  
 Boise State Online Marketing, Recruitment, Enrollment, Advising and Retention Fund (7.45% of revenue): A fund dedicated to marketing online programs and providing success resources and support.  
 Boise State Library Fee (\$3.72 per credit): A fund dedicated to library learning materials and resources.

Planned New Programs																
Boise State University																
Please fill out information on planned new degree programs (Section 1) and new certificates of more than 30 credits (Section 2). Responses should be concise, and it is understood that programs in "exploratory" and "on horizon" status may have less detail in certain areas than those in "planning" status.																
SECTION 1: New Degrees (Associate, Baccalaureate, Graduate)																
Program Name	Degree Designation	Program Description	CIP Code	Intended Modality	Anticipated Delivery Date	Disciplinary Accreditation	Evidence of Student Demand	List of Related Occupations	Industry Partner Support	Existing Concentration or Minor	Faculty	Facilities	Region	Legislative Funding	Status	Academic or Career Technical Education
List planned programs for each year (add rows as needed).	e.g., AAS, BS, PhD	Provide a brief summary of the program. (Limited to 50 words.)	Provide the program 6-digit CIP code, if known.	Indicate if the program will be "On Campus" and/or "Online" (more than 90% of all educational activities are online).	Indicate program effective date.	Specify any disciplinary accreditors for this program (if none, leave blank).	Provide evidence of a reasonable student market for this program or strategies for increasing student demand.	List up to 5 occupations for graduates of this program. If an occupation is an "In-Demand Career" as determined by the Idaho Workforce Development Council, indicate with an asterisk and include the SOC code. See <a href="https://nextsteps.idaho.gov/assets/uploads/2023/09/In-Demand-Career-List-Approved-9-13-2329.pdf">https://nextsteps.idaho.gov/assets/uploads/2023/09/In-Demand-Career-List-Approved-9-13-2329.pdf</a>	List any industry advisory councils or other industry stakeholders who have been consulted about the need for this program.	Identify whether the program will be built from an existing concentration, minor, or other program(s) at the institution.	Indicate whether <b>existing and/or new</b> faculty lines will be required to deliver the program within the first 5 years.	Indicate whether <b>existing, new, and/or renovated</b> space will be required to deliver the program within the first 5 years.	Provide the regional area (and specific location, if applicable) for each proposed program as defined in Board Policy III.Z. If a Statewide Program, indicate "Statewide."	Does the institution plan to request legislative funding to support any aspect of this program? If yes, what is the estimated amount to be requested?	Enter "Planning," "Exploring," or "On Horizon" to indicate the level of intention for each program.	Enter "Academic" or "CTE" to indicate the nature of this program.
Year One (AY 2026-2027)																
Emergency Management	BAS	The Emergency Management degree is	43.0302	Online	Fall 2026		In 2023, there were 927 distance completions or 64% of 1,236 total	Emergency Management Director, Disaster Recovery Specialist,	We will consult with emergency management agencies and related	Both existing resources and additional new classes. The details of	The program will use existing faculty from	Existing	Region 3 (Boise)	No	Planning	Academic
Sustainability	BA	Solving complex sustainability challenges	30.3301	Hybrid	Fall 2026		High-growth area: The Hanover Report indicates favorable	Sustainability Consultant, Environmental Scientist or Specialist	St. Luke's Health System, City of Boise, Environmental NGOs, Knife River, Micron, Simplot, State of Idaho, Meta, St. Lukes.	Sustainability Minor, Project management certificate.	Not initially. After the program reaches an	Existing	Region 3 (Boise)	No	Planning	Academic
Sustainability	Masters	Addressing complex sustainability issues	30.3301	Hybrid and Online	Fall 2026		Occupations aligned with this program are projected to grow by	Sustainability Director, Chief of Sustainability Officer, Environmental		Sustainability Minor, Project management certificate.	Not initially. After the program reaches an	Existing	Region 3 (Boise)	No	Planning	Academic
Project Management	Masters	This program covers key project management processes across traditional (waterfall), agile, and hybrid approaches. Topics include project initiation, scheduling, budgeting, stakeholder engagement, and communication. Students will also learn agile methods such as sprints, sprint logs, and scrum teams. Graduates will be prepared to lead	52.0211	Online	Fall 2026	Alignment with Project Management International (PMI) standards; decision about accreditation to be made at a later date	The number of new online competitors increased by 75% between 2018 and 2022, with the number of online completions for this period increasing by 65%, indicating strong student interest and a dynamic competitive landscape. Approximately 83% of total completions in 2022 resulted from distance-offered programs.	13-1198 Project Management Specialists*	The program maintains an ongoing relationship with the Western Idaho Chapter of PMI. We briefly consulted with some of its leadership about the potential program and will revisit more specific discussions regarding program design in the feasibility phase.	Existing courses can sustain the bulk of a program core with opportunities to build specific classes to complement this core.	Exiting	Existing	Region 3 (Boise)	No	Planning	Academic
Teach Next Year (2+1)	BA	Teach Next Year is a flexible "2+1" pathway for	13.1202	Online	Summer 2026	Council for the Accreditation of Educator Preparation (CAEP)	There are few accessible pathways for working paraprofessionals to	*Teacher 25-3097, 25-2021	Idaho school districts and community colleges	Teach Next Year (TNY) builds on our teacher preparation expertise, but	Existing	Existing	Region 3 (Boise)	No	Planning	Academic
Outdoor Leadership in Education	BA	The mission of the OEL program is to prepare	31.0601	On campus	Fall 2026	Accreditation by the Association of Experiential Education (AEE) we	The OEL program responds directly to the consistent and unwavering	Lead in traditional schools, outdoor education and after school	Identified and surveyed nearly 50 partners in outdoor education and	This new undergraduate major will include a minor and will not replace	Existing	Existing	Region 3 (Boise)	No	Planning	Academic
Fundraising and Philanthropy	MA	The online Master of Arts in Fundraising and	13.0413	Online	Fall 2026		When using CIP Code 52.0206 (Non-Profit/Public/Organizational	Executive Directors, Directors of Development, Major Gifts Officers.	No	No	Adjuncts	Existing	Region 3 (Boise)	No	Planning	Academic
Environmental Engineering	MS	The MS in Environmental Engineering program	14.1401	On Campus	Fall 2026		A January 2024 assessment by Hanover Research shows that from	Environmental Engineer; Environmental Consultant; Water	Our Industrial Advisory Board has indicated interest	MS in Civil Engineering (Environmental/Water focus area)	The department currently has 2.5 faculty in this focus	Existing	Region 3 (Boise)	No	Exploring	Academic
Software Development	BA	The program prepares students to build software	11.0205	On Campus	Fall 2026		In July 2024 Hanover Research conducted an academic program	Software Engineer; Software Developer; Software Development	Our Industrial Advisory Board has expressed interest, several members	No	Because this degree shares the same lower-level core	Existing	Region 3 (Boise)	No	On Horizon	Academic
Interdisciplinary Health	PhD	The Ph.D. in Interdisciplinary Health	51.0000	On Campus with growth in online and hybrid courses to	Fall 2026		While interest in M.S. degrees appears to be declining, the demand	University Professor, Research Scientist (e.g., research centers	No	M.S. and M.K. degrees already have a wide range of course offerings. We	We anticipate that existing faculty can support the	Existing	Regon 3 (Boise)	No	Planning	Academic
Sport Management and Leadership	BS	The B.S. in Sport Management will provide	31.0504	On Campus with future option of hybrid and/or	Fall 2026	Commission on Sport Management Accreditation (COSMA)	The Hanover Report (2024) indicates that student demand for sport	* Director of Athletics (High School or College (11-3032), 2.) Director of	Boise State Athletics, Idaho High School Activities Association	Kinesiology already offers a wide range of courses that will form much	We anticipate a combination of existing	Existing	Regon 3 (Boise)	No	Planning	Academic
Digital Innovation and Design	BAS	The Bachelor of Applied Science in Digital	30.5202	On Campus and Online	Fall 2026		Existing Bachelor of Applied Science and Digital Innovation and Design	Web Developer, Social Media Manager, Marketing Specialist,	The College of Innovation and Design Advisory Board	No	Existing faculty will be used to deliver the program. If	Existing	Region 3 (Boise)	No	Planning	Academic
Applied Artificial Intelligence	MS	The MS in Applied Artificial	11.0102	Online	Fall 2026		Student interest in AI education has s	Engineer, Data Scientist, Business Inte	Strategic partnerships with INL, PNNL	No additional internal resources are r	Existing; Adjuncts	Existing	Region 3 (Boise)	No	Planning	Academic

**IDAHO STATE UNIVERSITY**

**SUBJECT**

Registered Nursing: Associate of Science to Associate of Applied Science  
Conversion and Online Program Fee in Lieu of Tuition

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Idaho State University's Registered Nursing program proposes to transition from its current Associate of Science (AS) degree structure to an Associate of Applied Science (AAS) degree format. This action involves converting/transitioning the degree level type (AS to AAS). This is a strategic restructuring designed to create a more streamlined and efficient educational pathway for students while enhancing program sustainability.

The AAS program is a bridge program specifically designed for licensed practical nurses (LPNs) seeking to advance their careers, enabling working LPNs to pursue further education while continuing to serve their communities. The curriculum prepares individuals in the knowledge, techniques, and procedures necessary for promoting health, providing care for individuals, and referring patients to specialists.

The AAS format allows for a more focused curriculum that concentrates on core competencies and clinical skills essential to the nursing profession. This streamlined approach enables students to enter the workforce more quickly, reducing their educational costs and allowing them to begin earning sooner. By moving to an AAS, students will be able to take 12 credits fewer of general education classes and add more nursing content.

Graduates will be prepared for licensure as a Registered Nurse (RN) and are eligible to sit for the NCLEX-RN exam. To expand the program to rural areas, Idaho State University is moving to a fully online platform and has included a request for an online program fee in lieu of tuition.

**IMPACT**

All necessary classroom and lab facilities and equipment are already in place, requiring no additional setup funds. Students will receive support from existing College of Technology Student Services and department staff, including navigators who assist with admissions and financial aid applications. The program is transitioning to Career Technical Education (CTE) allocation funding provided by the Idaho Division of Career Technical Education. Three faculty members will

be hired using CTE funds to teach the AAS program, one of which is a reallocated FTE position that currently exists within the CTE budget.

The AAS in Registered Nursing requires an Online Program Fee in lieu of tuition. The proposed online fee of \$300 per credit is requested to support the expansion of the program into a fully online format designed to reach LPNs in rural areas. This fee is consistent with tuition structures utilized by other regional institutions, specifically aligning with out-of-state tuition charged at the College of Eastern Idaho, which also offers an AAS in Nursing. The program will operate with limited on-campus labs and clinical sites necessary for accreditation and to ensure the program is pedagogically sound.

### **ATTACHMENTS**

Attachment 1 – AAS in Registered Nursing Short Proposal and Budget

Attachment 2 – Idaho State University Three-Year Plan for Delivery of Academic Programs

### **STAFF COMMENTS AND RECOMMENDATIONS**

The proposed program change is consistent with Idaho State's Three-Year Plan for Delivery of Academic Programs for implementation in Fall 2026 (see Attachment 3). Based on the information provided, transitioning the Registered Nursing program to an AAS format will better support licensed practical nurses seeking career advancement by offering a focused bridge program that accommodates working professionals. The revised curriculum emphasizes essential nursing competencies and clinical skills, lowers overall time and cost to completion, and enables graduates to enter the workforce more quickly while remaining prepared to deliver high-quality patient care in their communities.

Idaho State's request to assess an online program fee of \$300 per credit aligns with criteria as defined in Board Policy V.R. to include that the online program fee is in lieu of tuition and all other Board-approved fees.

The proposed fee was shared with the Instruction, Research and Student Affairs committee at their February 5, 2026, meeting. Idaho Division of Career Technical Education has reviewed the request and recommends approval of the program changes and the online program fee.

### **BOARD ACTION**

I move to approve the request by Idaho State University to charge an online program fee of \$300 per credit for the online Associate of Applied Science in Registered Nursing, in lieu of tuition and in conformance with the program budget submitted to the Board in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



Institutional Tracking No. ISU #2025-13



## SHORT PROPOSAL FORM

Career Technical Programs


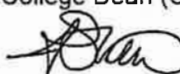
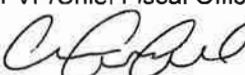
Date of Proposal Submission:	December 1, 2025			
Institution Submitting Proposal:	Idaho State University			
Name of College, School, or Division:	College of Technology			
Name of Department(s) or Area(s):	Health Occupations			
Official Name of Program or Instructional/Administrative Unit:	Registered Nursing (online)			
Implementation Date:	August 2026			
CIP code (consult IR /Registrar):	51.3801			
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	Online with limited on-campus meetings			
Geographical Delivery:	Location(s)	Online, Pocatello	Region(s)	Online, V
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)	Self-Support fee	Professional Fee	<input checked="" type="checkbox"/> Online Program Fee	

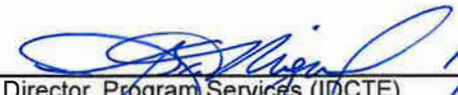
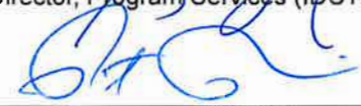
Indicate those that apply to this request:

- ☐ Basic Technical Certificate
- ☐ Intermediate Technical Certificate
- ☐ Advanced Technical Certificate
- ☒ **Associate of Applied Science**
- ☐ Specialized Certificate

**Proposed Action**

- ☐ Addition of a certificate or degree to an existing program
- ☐ Inactivation of a career technical program
- ☒ **Modification of existing career technical programs**
- ☐ Splitting an existing program into two or more programs
- ☐ Consolidating two or more programs into one program
- ☐ Converting one certificate or degree option into a stand-alone program
- ☒ **Converting/transitioning a certificate or degree level type (AS to AAS)**
- ☐ Addition of online option to an existing program
- ☐ Transition program to exclusively online format
- ☒ **Transition of program with less than 50% of courses offered online exclusively to 50% or more of courses offered online exclusively.**
- ☐ Other
- ☐ Addition or removal of courses representing a significant departure from existing CTE program offerings
- ☐ Modification to instructional/administrative units

  
 College Dean (CTE Administrator) 10/17/2025  
 Date  
  
 FVP/Chief Fiscal Officer 12/1/25  
 Date  
  
 Provost/VP for Instruction 12/1/25  
 Date

  
 Director, Program Services (IDCTE) 1/9/26  
 Date  
  
 State Administrator (IDCTE) 1/9/26  
 Date  
 OSBE Executive Director or Designee Date  
 Approval



**This proposal form must be completed for actions as provided in Board Policy III.G.4.b. Actions Requiring a Short Proposal.**

1. Provide an overview of the proposed action, including the need and rationale for the action. Identify any existing program or unit that this action will impact.

The Associate Degree Registered Nursing program is proposing a transition from its current Associate of Science (AS) degree structure to an Associate of Applied Science (AAS) degree format. This strategic restructuring is designed to create a more streamlined and efficient educational pathway for students while enhancing program sustainability. The AAS format allows for a more focused curriculum that concentrates on core competencies and clinical skills essential to the profession. This streamlined approach will enable students to enter the workforce more quickly, reducing their educational costs and allowing them to begin earning in their chosen field sooner. The AAS degree structure emphasizes applied learning and hands-on training, which aligns more closely with the practical nature of nursing practice. By moving to an AAS, students will be able to take fewer general education classes. This will cut one to two semesters from their course requirements and will reduce the cost of the program. A pathway for a bachelor's degree in nursing (BSN) exists for students desiring to continue their education. Students are afforded the opportunity to dual enroll or complete their BSN following the successful completion of the national licensing board exam.

To expand the program to rural areas we are moving to a fully online platform with limited face-to-face meetings and will request online program fees.

2. Discuss impact of proposed action on student enrollment, if any. Using the chart below, provide projected new additional enrollments for any proposed certificates or modified programs.

<b>Estimated New Enrollment</b>			
<b>Year</b>	<b>Fall</b>	<b>Spring</b>	<b>Summer</b>
	Headcount	Headcount	Headcount
2026-27	30	0	0
2027-28	30	0	0
2028-29	30	0	0
2029-30	30	0	0
2030-31	30	0	0

The proposed action will have minimal impact on student enrollment. We expect to maintain current enrollment numbers. We anticipate the shortened program duration will actually strengthen our applicant pool, ensuring each cohort is filled with highly qualified candidates.

3. Three-Year Plan. If this is an addition of certificate or degree to an existing program, is it on your institution's approved 3-year plan?

Yes      X      No    \_\_\_\_\_

If yes, proceed to question 4. If no, please address A and B below:

- a. Which of the following statements address the reason for adding this program outside of

the regular three-year planning process.

**Indicate (X) by each applicable statement:**

<input type="checkbox"/>	Program is important for meeting your institution's regional or statewide program responsibilities.
<input type="checkbox"/>	The program is in response to a specific industry need or workforce opportunity.
<input type="checkbox"/>	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
<input type="checkbox"/>	There is a contractual obligation or partnership opportunity related to this program.
<input type="checkbox"/>	The program is in response to licensure or accreditation requirements or recommendations.
<input type="checkbox"/>	The program is in response to recent changes to teacher certification/endorsement requirements.
<input type="checkbox"/>	We failed to include it when we had the opportunity.
<input type="checkbox"/>	Other:

b. Provide an explanation for all statements you selected.

4. Curricular Requirements and Learning Outcomes. If the proposed action is a new certificate or a modification to an existing program, attach an *IDCTE Program Profile (Attachment B)*

### **A.A.S. Registered Nursing**

#### **2-Year Program, including prerequisite courses**

This is an Associate of Applied Science degree program that provides classroom, laboratory, and clinical practicum instruction which prepares graduates to write the NCLEX-RN examination. Successfully passing this examination is a prerequisite for registered nurse licensure. Graduates from this program may articulate into programs offering B.S. and/or M.S. degrees in Nursing.

The courses listed below are specific to Idaho State University. Equivalent courses from other institutions will be individually evaluated and transferred as appropriate.

#### **Program Admissions Requirements**

Objective 1 (ENGL 1101 & ENGL 1102)	6
Objective 2 COMM 1101	3
Objective 3 (MATH 1153 preferred.)	3
Choose one of the following sequences: <sup>1,3</sup>	8
BIOL 2227      Human Anatomy and Physiology 1 & 2227L      and Human Anatomy and Physiology 1 Lab (Partially fulfills Objective 5)	
BIOL 2228      Human Anatomy and Physiology 2 & 2228L      and Human Anatomy and Physiology 2 Lab	
or	
BIOL 3301      Advanced Human Anatomy and Physiology 1 & 3301L      and Advanced Human Anatomy and Physiology 1 Lab <sup>2</sup>	
BIOL 3302      Advanced Human Anatomy and Physiology 2 & 3302L      and Advanced Human Anatomy and Physiology 2 Lab	
NTD 2239      Nutrition (Partially fulfills Objective 5)	3
or NTD 3340      Nutrition for Health Professionals	

Choose one of the following: (may be taken concurrently with nursing courses during the Fall semester) 3

HO 2208	Introduction to Pathology	
or		
BIOL 2229	Introduction to Pathobiology	
PSYC 1101	Introduction to Psychology (Partially fulfills Objective 6)	3

COMM 1101, ENGL 1101, and ENGL 1102 must be completed with a grade of C or better.

All prerequisite courses must be completed with a grade of C or better.

A cumulative grade point average (GPA) of at least 2.5 for all post-secondary education is required.

Active, unrestricted licensure to practice as an LPN in the State of Idaho.

Current CPR certification (AHA or American Red Cross only).

Proof of successful completion of IV Therapy course.

Proof of current immunization and verified good health status per program policy upon conditional acceptance into the program.

Background check and drug screening per department policy upon conditional acceptance into the program.

**Total Credits** **29**

<sup>1</sup> Or other approved anatomy and physiology course sequence.

<sup>2</sup> Students taking BIOL 3301/3301L at ISU will need to take one of the prerequisites, BIOL 1101/BIOL 1101L or BIOL 2227/BIOL 2227L.

<sup>3</sup> Prerequisite science courses must have been taken 7 years or less. Courses older than 7 years will require a general petition.

### General Education

The listing below includes program requirements that also fulfill General Education requirements.

Objective 1 ENGL 1101 and ENGL 1102	6
Objective 2 COMM 1101	3
Objective 3 - MATH 1153 preferred.	3
Objective 4	3
Objective 5 - BIOL 2227/BIOL 2227L	4
Objective 6 - PSYC 1101 and one other	6
<b>Total Credits</b>	<b>25</b>

### Major Requirements

ADRN 2210	Nursing Transition	2
ADRN 2211	Mental Health Nursing	2
ADRN 2212	Clinical Foundations of Nursing III	1
ADRN 2214	Community Health Nursing	1
ADRN 2220 & 2220L	Health Assessment and Health Assessment Lab	3

ADRN 2232	Family Nursing	<b>3</b>
ADRN 2230	Medical and Surgical Nursing III	<b>3</b>
ADRN 2231	Clinical Foundations of Nursing IV	<b>3</b>
ADRN 2233	Medical and Surgical Nursing IV	<b>3</b>
ADRN 2242	ADRN Capstone	<b>1</b>
ADRN 2245	Clinical Foundations of Nursing V	<b>3</b>

**Progression**

The student is required to earn a grade of "C" or better in all ADRN courses and is required to maintain a GPA of 2.0 or better in order to remain in the program. All non-nursing courses must be completed prior to the start of the final semester.

<b>Total Credits</b>	<b>25</b>
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**Degree Totals**

Program Admission Requirements (Required General Education credits removed.)	7-10
General Education	25
Major Requirements (Required General Education credits removed.)	25
Free Electives	0-3
<b>Total Credits</b>	<b>60</b>

**Learning Outcomes**

- Demonstrate clinical judgement through the use of the nursing process
- Implement best currently available evidence to deliver safe, quality care to various patient populations.
- Demonstrate patient-centered care that recognizes people as unique individuals with rights and viewpoints reflective of inherent worth, culture, and developmental level.
- Implement interpersonal communication skills to collaborate with interprofessional teams, patients and families to achieve quality patient care.
- Develop education for patients and families to promote optimal health while facilitating informed decision making.
- Demonstrate professional behaviors of integrity, honesty, and respect for self and others while adhering to nursing values, ethics, and legal/regulatory frameworks.

**5. Educator Endorsement/Certification Programs.** All new initial educator preparation programs that lead to Idaho educator endorsement/certification require review and recommendation facilitated by the Division of Career Technical Education (IDCTE) and approval from the Idaho State Board of Education.

Will this program include a new initial educator preparation program leading to Idaho educator endorsement/certification?

Yes \_\_\_\_\_ No   X  

If yes, on what date was the new educator preparation program (EPP) application for endorsement/certification submitted to the Idaho Division of Career Technical Education

(educator certification director)? **NOTE:** All new program applications for endorsement/certification are submitted via IDCTE's Canvas by the educator preparation provider dean, assistant Dean, or director.

Date \_\_\_\_\_

6. Resources Required for Implementation – Financial Impact and Budget.
- Discuss organizational arrangements required within the institution to accommodate the proposed action, including administrative, staff, and faculty hires, facilities, student services, library, etc. Include a statement regarding total cost to students. If there is no financial impact as defined in Board Policy III.G.1.f <sup>1</sup>, include a statement to indicate there is no financial impact. Completion of the budget form is required if there is a financial impact.

We are transitioning the program to CTE allocation funding provided by the Idaho Division of Career and Technical Education. Students will receive support from existing College of Technology Student Services and department staff. Navigators will assist students with admissions and financial aid applications. Three faculty members will be hired using CTE funds to teach the AAS program. This includes a reallocated FTE position that currently exists within the CTE budget. All necessary classroom and lab facilities and equipment are already in place, requiring no additional setup funds.

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<sup>1</sup> Financial Impact shall mean the total financial resources, 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. This includes the impact of moving resources from existing programs to proposed programs.



## CTE Program Profile

### Instructions:

Indicate the nature of this submission by checking appropriate box below. Please submit a separate CTE Program Profile for each new program, expansion, or non-substantive change. Track all changes with **redline (deletions)** and **highlighter (additions)**.

Indicate whether this request is either of the following:

<input type="checkbox"/> New Program (check all that apply) <input type="checkbox"/> Expansion of Existing Program (check all that apply) <input type="checkbox"/> Specialized Certificate <input type="checkbox"/> Basic Technical Certificate <input type="checkbox"/> Intermediate Technical Certificate <input type="checkbox"/> Advanced Technical Certificate <input checked="" type="checkbox"/> <b>Associate of Applied Science Degree</b> <input type="checkbox"/> Advanced Associate of Applied Science Degree <input type="checkbox"/> Microcertification <input type="checkbox"/> Other: (please list _____)	<input checked="" type="checkbox"/> <b>Modification of Existing Program</b> <input type="checkbox"/> Program Name/Title <input type="checkbox"/> CIP Code change <input type="checkbox"/> Addition or deletion of courses <input type="checkbox"/> Modification of course number/prefixes <input type="checkbox"/> Course titles <input type="checkbox"/> Credit/lab/contact hours modification <input type="checkbox"/> Catalog descriptions <input type="checkbox"/> Pre/Corequisites
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**Date Submitted:** December 1, 2025

**Effective Date:** August 1, 2026

**Institution Name:** Idaho State University

**Program/Option Title:** Registered Nursing (online) (change AS to AAS)

*Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)*

**Degree/Certificate:** Applied Associate of Science

*If a Certificate, indicate type (i.e. Specialized, Basic Technical, Intermediate Technical, or Advanced Technical)*

**CIP Code Number:** 51.3801

**CIP Code Title:** Registered Nursing/Registered Nurse

Revised 3/22

**SOC Code  
Examples\*:**

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**25-1072.00 - Nursing Instructors and Teachers, Postsecondary**  
**29-1141.00 - Registered Nurses**  
**29-1141.01 - Acute Care Nurses**  
**29-1141.02 - Advanced Practice Psychiatric Nurses**  
**29-1141.03 - Critical Care Nurses**  
**29-1141.04 - Clinical Nurse Specialists**

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**Submitted by:**

Anna Vanderwood

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\*The list of SOC codes does not need to be comprehensive but should provide meaningful examples of occupations related to the program.

## **Learning Outcomes and Connection to Curriculum**

1. 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.
  - Demonstrate clinical judgement through the use of the nursing process
  - Implement best currently available evidence to deliver safe, quality care to various patient populations.
  - Demonstrate patient-centered care that recognizes people as unique individuals with rights and viewpoints reflective of inherent worth, culture, and developmental level.
  - Implement interpersonal communication skills to collaborate with interprofessional teams, patients and families to achieve quality patient care.
  - Develop education for patients and families to promote optimal health while facilitating informed decision making.
  - Demonstrate professional behaviors of integrity, honesty, and respect for self and others while adhering to nursing values, ethics, and legal/regulatory frameworks.
  
2. List any skill assessments or industry certifications that students will be eligible to test for during or at the completion of the program.

Students who successfully complete the ADRN program will be eligible to sit for the NCLEX-RN to become a licensed professional nurse (RN).



## **Program Articulation**

1. For existing programs, does the program or proposed changes provide technical competency credit (TCC), dual credit, or other Advanced Opportunities for a high school student? What are the plans for the program if it is a new program?

If so, please list what is provided. Identify the high school(s) and the program(s) involved.

No, this is an LPN to RN bridge program. Students entering the program are required to have their LPN license to qualify for entry.

2. Explain how stakeholders (i.e. technical advisory committee or industry partners) were involved with providing input to the new program or proposed changes.

Our technical advisory committee and industry partners support this change from a AS to AAS. This allows for students to finish the program in a shorter period of time, assisting in contributing more registered nurses to the workforce.

3. Will the new program or proposed changes articulate to a baccalaureate degree program?

If so, please explain the articulation to a baccalaureate degree program.

The ADRN program has articulation agreements with the ISU School of Nursing and Grand Canyon University. These agreements allow for students to transition into their BSN completion programs or dual enroll during the ADRN program. Students also have other opportunities to dual enroll in a bachelor of nursing completion program while finishing the ADRN program. This allows students the opportunity to achieve their BSN in a reduced amount of time.

Revised 3/22

### Sequence of Required Courses<sup>1</sup>

<b>Courses to be completed prior to Summer entry</b>			
<b>Course Prefix &amp; Number</b>	<b>Course Title</b>	<b>Credits</b>	<b>Technical or Transfer Credit</b>
ENGL 1101 OBJ 1	Writing and Rhetoric I	3	Transfer
ENGL 1102 OBJ 1	Writing and Rhetoric II	3	Transfer
COMM 1101 OBJ 2	Fundamentals of Oral Communication	3	Transfer
MATH 1153 OBJ 3	Statistical Reasoning (Recommended)	3	Transfer
PSYC 1101 OBJ 6	Introduction to Psychology	3	Transfer
BIOL 2227/L OR BIOL 3301/L OBJ 5	Human Anatomy and Physiology 1 and Lab OR Advanced Human Anatomy and Physiology I and Lab	4	Transfer
BIOL 2228/L OR BIOL 3302/L	Human Anatomy and Physiology 2 and Lab OR Advanced Human Anatomy and Physiology 2 and Lab	4	Transfer
NTD 2239 OR NTD 3340	Nutrition (Partially fulfills OJ 5) OR Nutrition for Health Professions	3	Transfer
<b>TOTAL</b>		<b>26</b>	

<b>Summer Semester/Session</b>			<b>8 (Weeks)</b>
<b>Course Prefix &amp; Number</b>	<b>Course Title</b>	<b>Credits</b>	<b>Technical or Transfer Credit</b>
ADRN 2210	Nursing Transitions	2	Technical
ADRN 2211	Mental Health Nursing	2	Technical
ADRN 2212	Clinical Foundations of Nursing III	1	Technical
ADRN 2214	Community Health Nursing	1	Technical
<b>TOTAL</b>		<b>6</b>	

Revised 3/22

<b>Fall Semester/Session</b>		<b>16 (Weeks)</b>	
<b>Course Prefix &amp; Number</b>	<b>Course Title</b>	<b>Credits</b>	<b>Technical or Transfer Credit</b>
ADRN 2220	Health Assessment	2	Technical
ADRN 2220L	Health Assessment Lab	1	Technical
ADRN 2230	Medical Surgical Nursing III	3	Technical
ADRN 2231	Clinical Foundations of Nursing IV	3	Technical
HO 2208 OR BIOL 2229	Introduction to Pathology OR Introduction to Pathobiology	3	Technical
<b>TOTAL</b>		<b>12</b>	

<b>Spring Semester/Session</b>		<b>16 (Weeks)</b>	
<b>Course Prefix &amp; Number</b>	<b>Course Title</b>	<b>Credits</b>	<b>Technical or Transfer Credit</b>
ADRN 2232	Family Nursing	3	Technical
ADRN 2233	Medical Surgical Nursing IV	3	Technical
ADRN 2242	Nursing Capstone	1	Technical
ADRN 2245	Clinical Foundations of Nursing V	3	Technical
OBJ 4	Any Humanities Course	3	Transfer
OBJ 6	Social Science	3	Transfer
<b>TOTAL</b>		<b>16</b>	

<b>Summary (_____ Weeks)</b>	
<b>Technical Credits</b>	<b>28</b>
<b>Transfer Credits</b>	<b>32</b>
<b>Grand Total</b>	<b>60</b>

<sup>1</sup> Please refer to the NWCCU 2020 [Student Learning Standards](#)

## Course Titles, Descriptions, and Credits

1. List all course titles, descriptions, and credits included in the program.

***ADRN 2210 Nursing Transition: 2 semester hours.***

Emphasizes role development and expanded scope of practice for the professional nurse. Covers the roles of professional nursing, evidence-based decision-making, management theory, leadership principles, and legal/ethical responsibilities. Prereq: Admission to program. Su

***ADRN 2211 Mental Health Nursing: 2 semester hours.***

Nursing assessment and care of the patient and family experiencing psycho-social and mental health disorders within acute, chronic, and community settings. PREREQ: Admission to program. Su

***ADRN 2212 Clinical Foundations of Nursing III: 1 semester hour.***

Clinical experiences for nursing care within a variety of acute and community-based settings guide the development of the problem solving process in nursing. The focus of this course is on mental health nursing care and therapeutic use of self. COREQ: [ADRN 2210](#) and [ADRN 2211](#). Su

***ADRN 2214 Community Health Nursing: 1 semester hour.***

Nursing care of community-based populations. Nursing concepts across the life-span in community-based settings as it relates to the professional nurse. Emphasis on community assessment, health education and evidence-based nursing strategies within community-based settings. PREREQ: Admission to Program. COREQ: [ADRN 2210](#) and [ADRN 2211](#). Su

***ADRN 2220 Health Assessment: 2 semester hours.***

Health assessment of all ages, interpretation of data, extended development of critical thinking skills; developing patient care based on clinical findings. PREREQ: [ADRN 2210](#). COREQ: [ADRN 2220L](#) and [ADRN 2230](#). F

***ADRN 2220L Health Assessment Lab: 1 semester hour.***

Practical experience in health assessment of all ages; interpretation of clinical data in simulated situations; planning and prioritizing care based on clinical findings. PREREQ: [ADRN 2210](#). COREQ: [ADRN 2220](#) and [ADRN 2231](#). F

***ADRN 2230 Medical and Surgical Nursing III: 3 semester hours.***

Professional nursing care of individuals and groups with acute and chronic health events requiring nursing assessment and intervention within institutional and community care facilities. PREREQ:

[ADRN 2212](#). COREQ: [ADRN 2231](#). F

***ADRN 2231 Clinical Foundations of Nursing IV: 3 semester hours.***

Clinical experiences for nursing care within a variety of acute and community-based settings guide the development of knowledge and skills. PREREQ: [ADRN 2212](#). COREQ: [ADRN 2230](#). F

***ADRN 2232 Family Nursing: 3 semester hours.***

Study of conditions or complications of women's health, pregnancy, peri-partum, plus newborn, child, and family assessment; nursing care and prioritization of interventions for the child-bearing, child-rearing family are addressed. PREREQ: [ADRN 2230](#). COREQ: [ADRN 2245](#). S

***ADRN 2233 Medical and Surgical Nursing IV: 3 semester hours.***

The three roles of the nurse are established within the framework of legal and ethical professional nursing practice. Nursing assessments and interventions in the high-acuity patient are addressed. PREREQ: [ADRN 2230](#). COREQ: [ADRN 2245](#). S

***ADRN 2242 Nursing Capstone: 1 semester hour.***

This course synthesizes and integrates knowledge, skills, and competencies acquired throughout the associate degree nursing program. Preparation for the NCLEX-RN. COREQ: [ADRN 2233](#). S

***ADRN 2245 Clinical Foundations of Nursing V: 3 semester hours.***

Clinical practicum for the professional nursing care of high-acuity patients and their families. Nursing leadership is implemented along with critical thinking and evidence-based decision-making for persons and groups of persons experiencing health events. PREREQ: [ADRN 2231](#). COREQ: [ADRN 2233](#). S

**ISU #2025-13 Registered Nursing (AAS) (change from AS)**

**5. Resources Required for Implementation.** "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.

Estimated Fiscal Impact	FY 2026-27		FY 2027-28		FY 2028-29		FY 2029-30	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<b>A. Revenue</b>								
1. New Appropriated Funding Request								
2. Institution Funds	\$225,317		\$225,317		\$225,317		\$225,317	
3. Federal								
4. New Tuition Revenues from Increased Enrollments	\$225,000		\$225,000		\$225,000		\$225,000	
5. Student Fees								
6. Other (i.e., Gifts)								
<b>Total Revenue</b>	\$450,317	\$0	\$450,317	\$0	\$450,317	\$0	\$450,317	\$0
<b>B. Expenditures</b>								
1. Personnel	\$200,317		\$200,317		\$200,317		\$200,317	
2. Operating	\$25,000		\$25,000		\$25,000		\$25,000	
3. Equipment								
4. Facilities								
<b>Total Expenditures</b>	\$225,317	\$0	\$225,317	\$0	\$225,317	\$0	\$225,317	\$0
<b>Net Income (Deficit)</b>	\$225,000	\$0	\$225,000	\$0	\$225,000	\$0	\$225,000	\$0

Planned New Programs																
Idaho State University																
Please fill out information on planned new degree programs (Section 1) and new certificates of more than 30 credits (Section 2). Responses should be concise, and it is understood that programs in "exploratory" and "on horizon" status may have less detail in certain areas than those in "planning" status.																
SECTION 1: New Degrees (Associate, Baccalaureate, Graduate)																
Program Name	Degree Designation	Program Description	CIP Code	Intended Modality	Anticipated Delivery Date	Disciplinary Accreditation	Evidence of Student Demand	List of Related Occupations	Industry Partner Support	Existing Concentration or Minor	Faculty	Facilities	Region	Legislative Funding	Status	Academic or Career Technical Education
List planned programs for each year (add rows as needed).	e.g., AAS, BS, PhD	Provide a brief summary of the program. (Limited to 50 words.)	Provide the program 6-digit CIP code, if known.	Indicate if the program will be "On Campus" and/or "Online" (more than 90% of all educational activities are online).	Indicate program effective date.	Specify any disciplinary accreditors for this program (if none, leave blank).	Provide evidence of a reasonable student market for this program or strategies for increasing student demand.	List up to 5 occupations for graduates of this program. If an occupation is an "In-Demand Career" as determined by the Idaho Workforce Development Council, indicate with an asterisk and include the SOC code. See <a href="https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2323.pdf">https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2323.pdf</a>	List any industry advisory councils or other industry stakeholders who have been consulted about the need for this program.	Identify whether the program will be built from an existing concentration, minor, or other program(s) at the institution.	Indicate whether <i>existing and/or new</i> faculty lines will be required to deliver the program within the first 5 years.	Indicate whether <i>existing, new, and/or renovated</i> space will be required to deliver the program within the first 5 years.	Provide the regional area (and specific location, if applicable) for each proposed program as defined in Board Policy III.2. If a Statewide Program, indicate "Statewide."	Does the institution plan to request legislative funding to support any aspect of this program? If yes, what is the estimated amount to be requested?	Enter "Planning," "Exploring," or "On Horizon" to indicate the level of intention for each program.	Enter "Academic" or "CTE" to indicate the nature of this program.
Year One (AY 2026-2027)																
Addiction Studies	MA	The MA in Addiction Studies is a comprehensive 30-credit program designed to equip individuals in the health professions and related fields with a deep understanding of	34.0104	100% Online	Fall 2026		Employment of substance abuse, behavioral disorder, and mental health counselors is projected to grow 19 percent from 2023 to 2033, much faster than the	Community-Based Rehabilitation Specialist Substance Use or Recovery Coach Supervisor Advanced Alcohol/Drug Counselor	Idaho Board of Alcohol/Drug Counselor Certification (IBADCC)	existing undergraduate and graduate certificates in Addiction Studies (both 25-credits)	Our addiction studies courses are taught by 1 ISU faculty and 3 adjuncts	No new space/renovation	Online	Professional fee to support matching and maintenance of 300-hour, supervised	Planning	Academic
Artificial Intelligence Sciences	BS	The AI degree would offering an integrated approach across computer science, mathematics, statistics, and engineering, which current programs do not fully cover. By establishing this program, ISU would prepare students to excel in high-	11.0102	On Campus	Fall 2026		The proposed Bachelor of Science in Artificial Intelligence at Idaho State University aims to meet the rising demand for AI professionals, with the Bureau of Labor Statistics projecting a 36% increase in employment for data	Possible work as a data scientist, as an AI programmer, as AI specialist in engineering company		This will be built from combination of courses in the Mathematics and Statistics and Computer Science departments.	The program would require at least one new faculty member who is a specialist in AI	It is expected that current spaces and spaces currently being renovated could be used to teach the courses.	Region V (Pocatello); Region VI (Idaho Falls)	No	Planning	Academic
Automation Engineering Technology	AAS	A program that prepares individuals to apply basic engineering principles and technical skills in support of engineers engaged in developing control and measurement systems and procedures. Includes instruction in	15.0404	On Campus	Fall 2026	ABET ETAC	This is a consolidation of two programs. We are consolidating the Instrumentation Engineering Technology and Electrical Engineering Technology program into one to be more efficient since both	Instrumentation Technician, Electrical Engineering Technician, Automation Technician, Electromechanical Technician, Process Control Technician	This program has a strong Technical Advisory Committee that meets twice per year. Industry participants include	This is a consolidation of the Instrumentation Engineering Technology and Electrical Engineering Technology	Existing faculty will deliver the program.	Existing facilities and equipment will be used.	Region 5 (Pocatello)	No.	Planning	CTE
Cybersecurity	Ph.D.	This program would be offered in collaboration with the University of Idaho. It would fill a need for experts that would perform research in this area. Details have not been	43.0303	Online	Fall 2026		There is a high demand currently for people with expertise in protecting vital computer systems linked to the web. Research in this area is a vital step in securing	University Professor, Cybersecurity Consultant for Private Industry, Cybersecurity Professional for Government Agencies		This program will be built from existing courses at Idaho State University and the University of	An additional faculty may be needed. At this point it is uncertain since the relative contributions to the program from ISU and	Existing or renovated space and resources may be required, likely especially in Idaho Falls	Region III (Meridian); Region IV (Twin Falls); Region V (Pocatello); Region VI (Idaho	No	Exploring/Planning	Academic
Cybersecurity Strategy and Leadership	MS	Students learn to establish vision and direction for an organization's cybersecurity efforts.	43.0404	On campus	Fall 2026	NSA CAE Designation	Students who are currently taking MBA with emphasis in cybersecurity desire a full cybersecurity degree	Chief Information Security Officer, Information Systems Security Officer, Risk Analyst	ISU's College of Business has prepared cybersecurity leaders for the federal government with	MBA Emphasis in Cybersecurity	Currently 1 FT faculty, 1 FT staff, and 2 Adjunct faculty support this program	Existing facilities support this program	Region V (Pocatello)	No	Planning	Academic
Dental Hygiene, Expansion to Meridian.	BS	This program will be an extension of our current BS in Dental Hygiene degree on the Pocatello campus to the Meridian Campus. Currently there is a national workforce shortage of	51.0602	On Campus, Hybrid	Fall 2026	Commission on Dental Accreditation (CODA)	Currently with the workforce shortage, dental hygiene has a projected increase of 9% in employment from 2023 to 2033, according to the U.S. Bureau of Labor Statistics	In demand career - Dental Hygiene - however, it is not listed on the Idaho Workforce Development Council list. It should be listed.	We have reached out the Idaho Dental Association. Currently there is a workforce shortage of		Two full-time faculty positions needed and 4 adjunct positions needed.	Renovated Space	Statewide	Current professional fee model in the BS entry level degree program will be	Opening of the Meridian Clinic is slated for Fall 2026.	Academic
Interactive Media Design	AAS	The Interactive Media Design program prepares students with the skills to create multimedia content for various platforms, including web, mobile, and HDTV, in the rapidly evolving field	50.0102	On campus	Fall 2026		According to the U.S. Department of Labor, Employment and Training Administration, Web and Digital Interface Designers, Video Game Designers, and Graphic	Web Developers, Web and Digital Interface Designers, Video Game Designers, Web Administrators, Graphic Designers.	A technical advisory committee would consist of businesses such as: H&K Technologies, Blackfoot;	This program may require some beginning drawing classes in the Art Department. We plan on	We do not have faculty but will need 2 full-time instructors.	We have existing classroom and computer lab space in the RFC that could house the program. We	Region 5 (Pocatello)	No	Planning	CTE
Literacy	MEd	The Masters of Education in Literacy program has been suspended since 2020. It is planned to be restarted in F26, with some courses colisted with those in the UG Early Literacy	13.1502	Online	Fall 2026		With literacy being a focus of improvement plans throughout districts in the state, and a call for additional literacy specialists who understand the science of	Teachers and Instructors, All Other* (Title I, Reading Specialists) (25-3097) Elementary teacher * (25-2021)		This is restarting the previous MEd Literacy, but with a couple of course changes to align to	Existing faculty	Existing	Online	No	Planning	Academic
Registered Nursing	AAS	A program that generally prepares individuals in the knowledge, techniques and procedures for promoting health, providing care for sick, disabled, infirmed, or other individuals or groups. Includes instruction in the administration of medication and treatments, assisting a physician during treatments and examinations, Referring patients to physicians and other health care specialists, and planning education for health maintenance.	51.3801	Online	Fall 2026	Accreditation Commission for Education in Nursing (ACEN)	According to Labor data, this occupation is expected to grow rapidly and have a large number of opening through 2033. Idaho projects 194,500 openings with high paying salaries with an average of \$86,000.	Practical Nurse, Acute Care Nurse, Clinical Nurse Specialists, Critical Care Nurses.	We have a strong Advisory Board of nursing professionals from local and regional clinics, hospitals, and home health care.	This is an existing AS degree that will transfer to an AAS in order to condense the general education requirements and add more nursing content allowing students more hands-on skills.	We have two existing faculty and an open line for a third faculty.	We will use existing facilities.	Online	No	Planning	CTE
Respiratory Therapy	AAS	A program that prepares individuals, under the supervision of physicians, to assist in developing respiratory care plans, administer respiratory care procedures, supervise personnel and equipment operation, maintain records, and consult with	51.0908	On Campus	Fall 2026	Commission on Accreditation for Respiratory Care (CoARC)	According to Labor data, this occupation is expected to grow rapidly through 2033 with a projection of 8,200 job openings in Idaho.	Acute care nurses, cardiovascular technicians, critical care nurses, paramedics, radiation therapists.	We have a strong advisory board of respiratory therapy professionals from Portneuf Medical Center, Bingham	This is an existing AS degree that will transfer to an AAS in order to condense the general education requirements and decrease the	We have one existing faculty.	We have existing facilities and equipment.	Region 5 (Pocatello)	No	Planning	CTE
SECTION 2: New Certificates																
Certificate name	Designation	Certificate Description	CIP Code	Intended Modality	Anticipated Delivery Date	Disciplinary Accreditation	Evidence of Student Demand	List of Related Occupations	Industry Partner Support	Existing Concentration or Minor	Faculty	Facilities	Region	Legislative Funding	Status	Academic or Career Technical Education
List planned certificates for each year (add rows as needed).	Type of Certificate	Provide a brief summary of the certificate. (Limited to 50 words.)	Provide the certificate 6-digit CIP code, if known.	Indicate if the program will be "On Campus" and/or "Online" (more than 90% of all educational activities are online).	Indicate certificate effective date.	Specify any disciplinary accreditors for this certificate (if none, leave blank).	Provide evidence of a reasonable student market for this certificate or strategies for increasing student demand.	List 1 or more occupations for recipients of this certificate. If an occupation is an "In-Demand Career" as determined by the Idaho Workforce Development Council, indicate with an asterisk and include the SOC code. See <a href="https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2323.pdf">https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2323.pdf</a>	List any industry advisory councils or other industry stakeholders who have been consulted about the need for this certificate.	Identify whether the certificate will be built from an existing concentration, minor, or other program(s) at the institution.	Indicate whether <i>existing and/or new</i> faculty lines will be required to deliver the certificate within the first 5 years.	Indicate whether <i>existing, new, and/or renovated</i> space will be required to deliver the certificate within the first 5 years.	Provide the regional area (and specific location, if applicable) for each proposed certificate as defined in Board Policy III.2.	Does the institution plan to request legislative funding to support any aspect of this certificate? If yes, what is the estimated amount to be requested?	Enter "Planning," "Exploring," or "On Horizon" to indicate the level of intention for each certificate.	Enter "Academic" or "CTE" to indicate the nature of this certificate.
Year One (AY 2026-2027)																
Accounting Analytics emphasis	Graduate Emphasis	The Accounting program would like to offer an additional graduate emphasis in Accounting Analytics to meet the needs of our students as the CPA exam and profession becomes	30.7104	On campus and Online	Fall 2026		Accounting professionals and recruiters are encouraging students to get as much training in analytics as possible before graduating.	Certified public accountant, certified managerial accountant, forensic accountant, tax accounting, controller, CFO.		This would be a new emphasis and is contingent on having additional faculty resources to	Existing faculty will be sufficient; no new faculty hires needed.	Existing space is sufficient to offer this certificate.	Online and Region 5 (Pocatello)	No	Planning	Academic
Accounting Analytics	Undergraduate Certificate	The Accounting program would like to offer an additional undergraduate certificate in Accounting Analytics to meet the needs of our students as the CPA exam and profession	30.7104	On campus and Online	Fall 2026		Accounting professionals and recruiters are encouraging students to get as much training in analytics as possible before graduating.	Certified public accountant, certified managerial accountant, forensic accountant, tax accounting, controller, CFO.		This would be a new emphasis and is contingent on having additional faculty resources to	Existing faculty will be sufficient; no new faculty hires needed.	Existing space is sufficient to offer this certificate.	Online and Region 5 (Pocatello)	No	Planning	Academic
Advanced Respiratory Care: Adult Focus	Specialized Certificate	This certificate will enhance practicing Respiratory Therapists' and RNs' knowledge in managing adult and pediatric patients in critical care settings. Students will learn advanced cardio-	51.0908	Online	Fall 2026	Commission on Accreditation for Respiratory Care (CoARC)	Idaho labor data indicates a 23% increase in respiratory care positions through 2033, much faster than the average growth. Nationally, there are 8,200 projected	Respiratory Therapist, Acute Care Nurses, Paramedics	The Respiratory Therapy program has an advisory board that meets twice a year. Industry	This program will consist of courses currently taught in the Respiratory Therapy program.	Existing faculty will teach the courses.	This is an online program and will not need additional facilities	Region 5 (Pocatello)	No	Planning	Academic
Advanced Respiratory Care: Pediatric Focus	Specialized Certificate	This certificate will enhance practicing Respiratory Therapists' and RNs' knowledge in managing adult and pediatric patients in critical care settings. Students will learn advanced cardio-	51.0908	Online	Fall 2026	Commission on Accreditation for Respiratory Care (CoARC)	Idaho labor data indicates a 23% increase in respiratory care positions through 2033, much faster than the average growth. Nationally, there are 8,200 projected	Respiratory Therapist, Acute Care Nurses, Paramedics	The Respiratory Therapy program has an advisory board that meets twice a year. Industry	This program will consist of courses currently taught in the Respiratory Therapy program.	Existing faculty will teach the courses.	This is an online program and will not need additional facilities	Region 5 (Pocatello)	No	Planning	Academic
Applied Artificial Intelligence	Specialized Certificate	A program that focuses on the symbolic inference, representation, and simulation by computers and software of human learning and reasoning processes and capabilities, and the computer modeling of human motor control and motion. Includes instruction in computing theory, cybernetics, human factors, natural language processing, and applicable aspects of engineering technology, and specific end-use applications.	11.0102	Online.	Fall 2026		Typically our ESTEC programs are ABET accredited, but they do not accredit certificate programs.	<b>Manufacturing</b> – as automation or controls technicians, supporting facilities with AI-driven robotics and production systems. <b>Energy and Utilities</b> – in roles maintaining intelligent grid systems, predictive maintenance tools, and cyber-secure infrastructure. <b>Cybersecurity Operations</b> – as industrial cybersecurity analysts or technicians using AI for threat detection and system monitoring in OT environments. <b>Industrial Equipment Providers</b> – supporting the design, integration, and maintenance of AI-enhanced machinery and control systems. <b>Advanced Manufacturing R&amp;D</b> – assisting engineers in implementing machine learning models for quality control, efficiency, and innovation.	Our industry members in our engineering technology advisory committees, including partners from INL, Siemens Energy, Schweitzer Engineering, etc., have identified artificial intelligence as a need for engineering technicians.	The program will be part of the industrial Cyber-security program housed in the ESTEC department.	A new faculty line (1 FTE) will be required.	No new space will be needed.	Region 5 (Pocatello)	No	Planning	CTE



CONSENT  
 FEBRUARY 18, 2026

ATTACHMENT 2

Athlete Counseling	Certificate	The Athlete Counseling Certificate is a nine-credit program that prepares counselors to support athletes' mental health and well-being throughout their athletic careers and beyond.	42.2815	On campus and synchronous videoconferencing	Fall 2026		Athletes face unique mental health challenges including performance anxiety, identity issues related to sport, career transitions, injury recovery, and balancing athletic and academic responsibilities. This certificate will be available to past graduates that need specializations out in the field. They will be	This certificate will be offered to counselors, social workers, and psychologists, and provides a mental health related approach to working with athletes	Need has been assessed utilizing the Delphi Method and consulting with experts in the Athlete	This certificate will be an elective offered to ISU students in a graduate mental health related	Conner Vrba (Phd graduate intended May 2025, has been hired and will start fall 2025. He will be the instructor for all	No additional space needs or requirements at this time.	Region 3 (Meridian), Region 5 (Pocatello)	No	Planning	Academic	
Building Automation	Specialized Certificate	An advanced certificate that prepares incumbent workers to apply engineering principles and technical skills in developing, installing, calibrating, modifying and maintaining automated	15.0406	Online	Fall 2026		There is strong support from INL, Climatch, The Harri's Company, AT5 Inland, and Mechanical	Building automation technician, Building automation programmer, HVAC Control Programmer, Control Specialists	There is strong support from INL, Climatch, The Harri's Company, AT5 Inland, and Mechanical	This certificate will be housed in current ESTEC programs such as Instrumentation Engineering	Existing	Existing	Region 5 (Pocatello)	No.	Planning	CTE	
Clinical Psychopharmacology	Graduate Certificate	This certificate is designed for interdisciplinary healthcare providers who seek to expand their knowledge and competencies in the pharmacological treatment of mental	42.2709	online	Fall 2026		There are frequent inquiries to the ISU MSCP program about enrolling as a non-psychologist. Many colleges of pharmacy offer specialization tracks for PharmD	This program is especially beneficial for family practice physicians, advanced practice nurses, physician assistants, pharmacists, psychologists,	Students who are currently taking MBA with emphasis in cybersecurity desire a full cybersecurity degree	ISU's College of Business has prepared cybersecurity leaders for the federal government with	MBA Emphasis in Cybersecurity	Existing faculty will be sufficient; no new faculty hires needed.	Existing space is sufficient to offer this certificate.	Online	No	Planning	Academic
Cybersecurity Strategy and Leadership	Graduate Certificate	Graduate Certificate available to graduate students outside the College of Business	43.0404	Online	Fall 2026	NSA CAE Designation		Students who are currently taking MBA with emphasis in cybersecurity desire a full cybersecurity degree	ISU's College of Business has prepared cybersecurity leaders for the federal government with	MBA Emphasis in Cybersecurity	Existing faculty will be sufficient; no new faculty hires needed.	Existing space is sufficient to offer this certificate.	Online	No	Planning	Academic	
Data Science	Undergraduate Certificate	This offering addresses the increasing need for additional research and people versed in new techniques in data processing, machine learning, data handling, and data storage.	30.7001	On Campus	Fall 2026		There is increasing need for additional research and people versed in new techniques in data processing, machine learning, data handling, and data storage.	Informatics specialist, ML programmer, data handling specialist		Built from existing concentrations in the Mathematics and Statistics and Computer Science Depts.	Computer Science, Electrical and Computer Engineering, and Mathematics and Statistics faculty may all contribute. It is expected that there will be new hires in one	existing or space being currently renovated would be used	Region V (Pocatello), Region VI (Idaho Falls)	No	Planning	Academic	
Early Literacy	Post-Bacc Certificate	Currently licensed teachers wanting to add an additional endorsement to their Standard Instructional Certificate	13.1202	Online	Fall 2026	CAEP	Increased volume of inquiries through the Kent Center (advising) for adding this endorsement to current teacher licensing.	Elementary School Teachers	Supt. Critchfield priority for Early Literacy	Built from existing courses	existing faculty lines	existing space	Online	No	Planning	Academic	
Family Nurse Practitioner (FNP)	Graduate certificate	Idaho State University School of Nursing (SON) would like to open a certificate program allowing advanced practice nurses holding a Master's or Doctorate degree with a Nurse Practitioner license to obtain the necessary education to take	51.3805	more than 90% online	Fall 2026	CCNE		Family nurse practitioner	SON advisory board	existing FNP DNP degree	existing with adjunct support	existing	Region III (Meridian), Region V (Pocatello)	No	Planning	Academic	
Grief and Loss	Certificate (9 Credits)	Despite grief and loss being an inevitable experience for everyone, accreditation standards do not currently address ways in which counselors should work with issues that arise from these experiences. This nine credit hour certification will	51.1513	On campus, in future years online delivery will be considered.	Summer 2027		Student market will include our MCoen and PhD students. Since grief and loss is so prevalent in the work that counselors do and that it is not currently included as a focus in our curriculum, students routinely ask for	This certificate would primarily be of interest to counselors, "marriage and family therapists (21-1013), "rehabilitation counselors (21-1015), "social workers (21-1021) (21-1023) (21-1022),	The Association for Adult Development and Aging (a division of the American Counseling Association) grief and	The certificate program and the courses within it will be offered to students within the Department of Counseling.	Faculty and/or adjuncts that specialize in grief and loss will need to teach the 3 course sequence. The development of the curriculum will also take a significant	Existing spaces should be sufficient	Region III (Meridian) to start- Will then add other regions later	No	Planning	Academic	
Industrial Controls	Specialized Certificate	A program that prepares individuals to apply basic engineering principles and technical skills in support of engineers engaged in developing control and measurement systems and procedures. Includes instruction in	15.0404	On Campus	Fall 2026		This is an existing program that has low enrollment due to excessive credits. By decreasing the credits to discipline courses only will be able to attract additional students.	Journeyman and Master Industrial Electricians, Industrial Electrical Technicians	This is an existing AAS degree that will be converted to a specialized certificate.	Existing Faculty will teach the program.	Not Applicable	Region 5 (Pocatello)	No	Planning	CTE		
Industrial Cybersecurity	Graduate Certificate	Program prepares incumbent workers in the fields of IT, Industrial Automation, Cybersecurity, and Engineering to apply cybersecurity into cyber-physical systems. Includes instruction on control system fundamentals, networking, network security, and cyber-informed engineering.	14.4701	We will create an online program with a week-long hands-on intensive.	Fall 2026	Currently an emerging area with no specific accreditation. ABET and member societies, including IEEE are exploring this area for curricular guidance and accreditation.	The Industrial Cybersecurity TAC has been asking for a graduate certificate for a few years now. Incumbent workers always ask whether the current program is available online. We have been working with Graduate School to see if it is possible to stand up a graduate certificate in collaboration with the ISU Informatics Research Institute.	Engineering technician, cybersecurity analyst, Process control engineer	Strong advisory board including members from INL, Accenture, Rockwell Automation	Proposed program will leverage ISU's existing courses by making them available to incumbent workers.	Existing faculty and one new faculty	Online portion will not require new facilities. Intensive will require current facility in Idaho Falls.	Region 5 (Pocatello)	No. We would reallocate existing funds with the support of Academic Affairs.	Planning	Academic	
Injectables	Undergraduate Certificate (9 Credits)	This injectables certificate will be offered by the Bachelor of Science Program in Dental Hygiene. This academic certificate meets the needs of licensed dental hygienists, dental hygiene students, and other health professionals or health	12.0409	Online for the two courses of Head & Neck Anatomy. The injectables course will be a hybrid	Fall 2026		Student market will all health professional students that are allowed to administer Botox in their scope of practice (nurses, PA, Pharmacists), dental hygienists, dental hygiene students from other dental hygiene programs,	Pharmacists, NPs, RNs, PAs, and estheticians	Consulted with hygienists who can administer injectables.	It will be built from 2 courses already taught in our current dental hygiene program: Head and Neck Anatomy and Medical	One adjunct faculty for the injectables course.	Existing space used - laboratory in the dental hygiene building on the Pocatello Campus for the injectables course. The other two	Online and Region 5 (Pocatello)	Professional Fees	Planning	Academic	
Interactive Media Design	BTC	Core curriculum will include topics such as Ethics, Debt Collection, and Landlord/Tenant law. Students will take specialty classes to increase their capabilities in specific areas of the market.	50.0102	On campus	Fall 2026		According to the U.S. Department of Labor, Employment and Training Administration, Web and Digital Interface Designers, Video Game Designers, and Graphic Designers are occupations that are expected to grow	Web Developers, Web and Digital Interface Designers, Video Game Designers, Web Administrators, Graphic Designers.	HSK Technologies, Blackfoot; Idaho Central Credit Union, Idaho State University (and other higher ed institutes), East Idaho News,	This program may require some beginning drawing classes in the Art Department. We plan on working with the Art Department	We do not have faculty but will need 2 full-time instructors.	We have existing classroom and computer lab space in the RFC that could house the program. We would need to purchase	Region 5 (Pocatello)	No	Planning	CTE	
Interactive Media Design	ITC	Core curriculum will include topics such as Ethics, Debt Collection, and Landlord/Tenant law. Students will take specialty classes to increase their capabilities in specific areas of the market.	50.0102	On campus	Fall 2026		According to the U.S. Department of Labor, Employment and Training Administration, Web and Digital Interface Designers, Video Game Designers, and Graphic Designers are occupations that are expected to grow	Web Developers, Web and Digital Interface Designers, Video Game Designers, Web Administrators, Graphic Designers.	HSK Technologies, Blackfoot; Idaho Central Credit Union, Idaho State University (and other higher ed institutes), East Idaho News,	This program may require some beginning drawing classes in the Art Department. We plan on working with the Art Department	We do not have faculty but will need 2 full-time instructors.	We have existing classroom and computer lab space in the RFC that could house the program. We would need to purchase	Region 5 (Pocatello)	No	Planning	CTE	
Magnetic Resonance Imaging (MRI)	Certificate	This certificate program would provide classes in Magnetic Resonance Imaging (MRI) education, allowing students complete the didactic and clinical requirements necessary to take the ARRT exam. The program would be 2 concurrent	510920	Online or Hybrid	Fall 2026		Program designed for radiography graduates to train in mammography. Demand for mammographers continues to increase as current workforce ages and mammography screening increases	MRI technologist	Regional health care hospitals, medical clinics, and out-patient imaging clinics	Built as a post-undergrad certificate in the same was as the CT certificate approved last year	Taught by adjuncts and overseen by the Radiographic Science Program. Will need new monies to pay for the adjuncts	No new additional space required	Primarily Region 5 (Pocatello) and Region 6 (Idaho Falls), but possibly other regions or online	No	Planning	Academic	
Mammography	Certificate (12-15 credits)	This certificate program would provide classes in Mammography education, allowing students complete the didactic and clinical requirements necessary to take the ARRT exam. The program would be 1-2 concurrent semesters	510919	Online or Hybrid	Fall 2026		Program designed for radiography graduates to train in mammography. Demand for mammographers continues to increase as current workforce ages and mammography screening increases	*Mammographyer, categorized as Radiologic Technologist on the Hot Jobs list, 29-2034	Regional health care hospitals and out-patient imaging clinics	Built as a post-undergrad certificate in the same was as the CT certificate approved last year	Taught by adjuncts and overseen by the Radiographic Science Program. Will need new monies to pay for the adjuncts	No new additional space required	Primarily Region 5 (Pocatello) and Region 6 (Idaho Falls), but possibly other regions or online	No	Planning	Academic	
Nuclear Materials Engineering	Graduate Certificate	This certificate would be offered in collaboration with the Univ. of Idaho and would allow a student the opportunity to take extra courses related to Nuclear Materials Engineering and earn a certificate in that area.	141801	online and on Campus	Fall 2026	ABET	Nuclear Materials Engineering is a growing area especially in this region due to our proximity to Idaho National Laboratory and their focus in Nuclear Energy	INL Nuclear Engineer specializing in materials, Nuclear Engineer for private company focusing in nuclear reactors or nuclear microreactors, other government labs working on materials related to		This program will be built largely from existing courses at Idaho State University and the University of Idaho.	Existing faculty lines will be used to deliver the certificate	existing or space being currently renovated would be used	Region V (Pocatello), Region VI (Idaho Falls)	No	Planning	Academic	
Robotics Engineering	Certificate	This offering will allow students the opportunity to earn an ABB-certified Certificate in Robotics Engineering. With the new emphasis in AI, there will likely also be a increase in the need for employees versed in using AI and Robotics in a	144201	On Campus	Fall 2026	ABB	The demands for AI and associated Robotics are expected to have large increases in demand as we move into the future.	Robot design, Robot construction, automotive industry		ensure of U of I capabilities	We will need to hire a faculty member for Spring 2026 to replace the ABB-trained one who is leaving ISU. The new faculty member will need to attend training	existing or space being currently renovated would be used	Region V (Pocatello), Region VI (Idaho Falls)	No	Planning	Academic	
Teacher to New Endorsement - All Subjects K-8	Post-Bacc Certificate	Teachers with Secondary Education licensing will be able to take the appropriate coursework for Elementary Education Licensing	131202	Online	Fall 2026	CAEP	Increased volume of inquiries through the Kent Center (advising) for alternative pathways to teacher licensing.	Elementary School Teachers	State Board of Education - Teacher Pipeline Report	Built from existing courses	existing faculty lines	existing space	Region 4 (Twin Falls), Region 5 (Pocatello), Region 6 (Idaho Falls)	No	Planning	Academic	



**IDAHO STATE UNIVERSITY**

**SUBJECT**

Specialized Certificate in Applied Artificial Intelligence and Online Program Fee in Lieu of Tuition

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Idaho State University College of Technology is proposing a career technical education Specialized Certificate in Applied Artificial Intelligence. The proposed nine-credit certificate is designed for 100% online delivery with a start date of August 2026. This advanced certificate aims to prepare students to design, implement, and evaluate AI systems within engineering technology and scientific domains. It emphasizes the application of AI tools to real-world problems. The curriculum focuses on the symbolic inference, representation, and simulation of human learning and reasoning processes and capabilities, and the computer modeling of human motor control and motion. It includes instruction in computing theory, cybernetics, human factors, natural language processing, and applicable aspects of engineering technology, and specific end-use applications. The program addresses significant workforce needs, as industry partners have indicated that graduates must be aware of how to use AI in a trustworthy and ethical way.

**IMPACT**

The program will utilize an Online Program Fee model in lieu of tuition and will charge \$300 per credit. The total cost to students for the 9-credit certificate will be \$2,700. The program is projected to have a positive net fiscal impact, starting at \$27,000 in FY2026-2027 and growing to \$67,500 by FY2029-2030.

The successful implementation of the certificate requires hiring 1 FTE (Full-Time Equivalent) faculty member to develop and teach the specialized curriculum. This faculty member will be responsible for regularly updating course content to reflect ongoing advancements in AI technologies. Initial funding for the new faculty member will come from existing CTE expansion dollars. No new physical resources are required since the program is entirely online.

**ATTACHMENTS**

Attachment 1 – Specialized Certificate in Applied Artificial Intelligence Proposal  
Attachment 2 – Idaho State University Three-Year Plan for Delivery of Academic Programs

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed specialized certificate is consistent with Idaho State's institutional Three-Year Plan for Delivery of Academic Programs for implementation in Fall 2026 (see Attachment 3). Based on the information provided, the goal of the certificate is to prepare students to design, implement, and evaluate artificial intelligence systems for application in engineering technology and scientific fields. The certificate is in response to identified workforce needs, where it would also prioritize the ethical and trustworthy use of AI, ensuring graduates are equipped with both technical expertise and responsible practices aligned with industry expectations.

Idaho State's request to assess an online program fee of \$300 per credit aligns with criteria as defined in Board Policy V.R. to include that the online program fee is in lieu of tuition and all other Board-approved fees.

The proposed fee was shared with the Instruction, Research and Student Affairs committee at their February 5, 2026, meeting. The Idaho Division of Career Technical Education has reviewed the request and recommends approval of the Specialized Certificate in Applied Artificial Intelligence and the online program fee.

**BOARD ACTION**

I move to approve the request by Idaho State University to offer an online Specialized Certificate in Applied Artificial Intelligence and charge an online program fee of \$300 per credit in lieu of tuition and in conformance with the program budget submitted to the Board in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



Institution Tracking No. ISU #2025-02


**FULL PROPOSAL FORM**  
Career Technical Programs


Date of Proposal Submission: December 12, 2025


Institution Submitting Proposal:	Idaho State University		
Name of College, School, or Division:	College of Technology		
Name of Department(s) or Area(s):	ESTEC		
Official Name of the Program:	Applied Artificial Intelligence		
CIP code or Modification of CIP Code (consult IR /Registrar):	11.0102		
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	100% Online		
Implementation Date:	August 2026		
Geographical Delivery	Location(s)	Pocatello	Region(s) V
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)	Self Support Fee	Professional Fee	X Online Program Fee

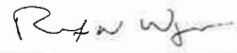
**Indicate those that apply to this request: Proposed Action**

- |                                                                    |                                                                                                                                 |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Basic Technical Certificate               | <input checked="" type="checkbox"/> <b>New Program</b>                                                                          |
| <input type="checkbox"/> Intermediate Technical Certificate        | <input type="checkbox"/> Expansion of Existing Program                                                                          |
| <input type="checkbox"/> Advanced Technical Certificate            | <input type="checkbox"/> Modification of Existing Program                                                                       |
| <input type="checkbox"/> Associate of Applied Science              | <input type="checkbox"/> Converting one certificate or degree option within a career Technical program to a stand-alone program |
| <input checked="" type="checkbox"/> <b>Specialized Certificate</b> | <input type="checkbox"/> Consolidating two or more programs into one program                                                    |
|                                                                    | <input type="checkbox"/> Adding career technical certificates or degrees to existing program                                    |
|                                                                    | <input type="checkbox"/> Program expansion outside and institution's designated service region                                  |

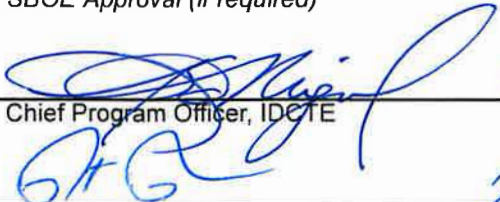
  
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College Dean (Institution)      10/9/2025  
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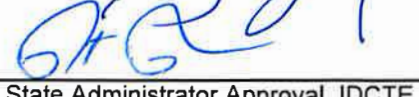
  
\_\_\_\_\_  
FVP/Chief Fiscal Officer (Institution)      12/09/2025  
Date

  
\_\_\_\_\_  
Provost/VP for Instruction      12/09/25  
Date

  
\_\_\_\_\_  
President      12/11/25  
Date

\_\_\_\_\_  
SBOE Approval (if required)      Date

  
\_\_\_\_\_  
Chief Program Officer, IDCTE      1/9/26  
Date

  
\_\_\_\_\_  
State Administrator Approval, IDCTE      1/9/26  
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.

### **Rationale for Creation or Modification of the Program**

1. **Describe the request and give an overview of the changes that will result.** Will this program be related or tied to other programs on campus? Identify any existing programs that this program will replace.

This Specialized Certificate in Applied Artificial Intelligence is an advanced certificate housed in the Industrial Cybersecurity Engineering Technology program and will require prior programming knowledge or experience. While it is not directly connected to other programs on campus, it is designed to appeal to students from technical and scientific majors. This certificate focuses on the application of artificial intelligence in technical fields and is relevant to a wide range of engineering disciplines. This program will not replace any current majors, but will enhance other programs as an add-on certificate.

2. **Workforce and economic need for the Program.** Describe the regional and statewide workforce needs that will be addressed by this proposal and address the ways in which the proposed program will meet those needs. *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.

Since 2015, cybersecurity job openings in Idaho have increased by about 160% according to Idaho@work, the Idaho Department of Labor, and Burning Glass. Many of these roles overlap with secure design and AI-security. CompTIA projects tech occupation employment in Idaho will grow by 13% in the near future. This covers positions that integrate knowledge of AI and machine learning. According to Local 8 News in Eastern Idaho, job titles like Application Engineer, Data Analyst, and Production Operator in Idaho are increasingly requiring or referencing AI skills. In 2025, more than 80,000 job postings across the nation mentioned generative AI skills, up from 3,780 in 2010, according to a recent report from Brookings Institution and CBS Money Watch. An economist at the Indeed Hiring Lab indicates that the accelerating adoption of AI is driving the demand for consultants who can help companies integrate AI. Indeed job listings related to “responsible AI” and “ethical use of AI” are on the rise ([CBS News, 2025](#)).

During technical advisory committees in the ESTEC and Technical programs, industry partners have discussed artificial intelligence and indicated that graduates need to be aware of how to use it in a trustworthy and ethical way. Conversations related to AI in our region are also taking place in the national arena. By providing students with this certificate, it will allow graduates to respond to the need to adopt AI into the workplace in various disciplines.

### **Enrollments and Graduates**

3. **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Projected Headcount Enrollment in Program						Projected Number of Graduates from Program					
FY27 1 <sup>st</sup> year	FY28	FY29	FY30	FY31		FY27 1 <sup>st</sup> year	FY28	FY29	FY30	FY31	
10	15	20	25	30		10	15	20	25	30	

**4. Describe the methodology for determining enrollment and graduation projections.**

Refer to information provided in Question #2 "Need" above.

**a. What is the capacity for the program?**

The capacity of the certificate will be about 30 students per year based on hiring one faculty member to teach all three courses.

**b. How did you determine the projected numbers above?**

The projected numbers are based on CWI's program that started last fall. We project similar numbers and will grow them incrementally until we reach full capacity.

**5. Minimum Enrollments and Graduates.**

**a. What are the minimums that the program will need to meet in order to be continued?**

We expect a minimum of 10 enrollments and 10 graduates per year to run the program.

**b. What is the time frame for meeting minimums, and what is the action that would result if minimums are not met?**

We anticipate that we will have a minimum of 10 enrollments by the first year. If we do not have 10 students by the end of FY31, we will reassess industry needs and determine if we should make changes or discontinue the program.

**6. 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.

Most of the students taking this add-on certificate will be in ABET-accredited (or similar) programs. We would seek ABET accreditation, but can not since ABET only accredits degree programs and not certificate-level programs.

**7. Educator Endorsement/Certification Programs.** All new initial educator preparation programs that lead to Idaho educator endorsement/certification require review and recommendation facilitated by the Division of Career Technical Education (IDCTE) and approval from the Idaho State Board of Education.

Will this program include a new initial educator preparation program leading to Idaho educator endorsement/certification?

Yes \_\_\_\_\_ No   X

If yes, on what date was the new educator preparation program (EPP) application for endorsement/certification submitted to the Idaho Division of Career Technical Education (educator certification director)? **NOTE:** All new program applications for endorsement/certification are submitted via IDCTE's Canvas by the educator preparation provider dean, assistant Dean, or director.

Date: \_\_\_\_\_

8. **Three-Year Plan:** If this is a new proposed program, is it on your institution's approved 3-year plan?

Yes   X   No       

If yes, proceed to question 8. If no:

- a. **Which of the following statements best address the reason for adding this program outside of the regular three-year planning process.**

Indicate (X) by each applicable statement:

<input type="checkbox"/>	Program is important for meeting your institution's regional program responsibilities.
<input type="checkbox"/>	The program is in response to a specific industry need or workforce opportunity.
<input type="checkbox"/>	The program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.
<input type="checkbox"/>	There is a contractual obligation or partnership opportunity related to this program.
<input type="checkbox"/>	The program is in response to accreditation requirements or recommendations.
<input type="checkbox"/>	The program is in response to recent changes to teacher education endorsement requirements.
<input type="checkbox"/>	We failed to include it when we had the opportunity.
<input type="checkbox"/>	Other:

- b. **Provide an explanation for all statements you selected. If different from the reason stated above, please further explain.**

**Educational Offerings: Curriculum, Intended Learning Outcomes, and Assessment Plan**

9. **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.	9
Credit hours in institutional general education curriculum	0
Total credit hours required for program	9

## Specialized Certificate in Applied Artificial Intelligence

### Admission Requirements

Admission requires completion of an application process that demonstrates the applicant's foundational competence in programming and digital literacy.

### Certificate Requirements

AAI 4410	Fundamentals of Applied AI Systems	3
AAI 4420	Secure and Trustworthy AI Systems	3
AAI 4450	Capstone in Applied AI Systems	3
Total Credits		9

10. **Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.** 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. **Attach an IDCTE Program Profile.**

See Program Profile.

- a. **List any industry certifications students will be able to achieve during the duration of this program.**

N/A

11. **Assessment Plans**

- a. **Assessment Process and Measures Used.** 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. What direct and indirect measures will be used to assess student learning?

#### Program Review

This program will assess student learning at the course and program level through the institutional program review process. Enrollment, retention, completion, and job placement will be reviewed annually to assess program vitality. Every seven years, the program will conduct an external review starting with a self-study and engaging a team of peers from other institutions to review the program objectives and student learning outcomes and provide feedback for improvements.

Student learning outcome data will be reviewed periodically to make adjustments to assignments and pedagogy to ensure students are learning critical skills needed in industry. The program will use the same methodology as other ABET programs at the College of Technology to establish consistency across engineering technology programs.



#### Peer Evaluations

Faculty peers will complete classroom observations and evaluate the instruction and classroom discussions each semester to provide pedagogical feedback to the professor.

#### Course Evaluations

Students will complete course evaluations at the end of each semester to provide feedback on instruction, faculty knowledge, course content, and overall satisfaction. Student scores and comments will be reviewed by the faculty and chair to determine areas for improvement.

#### Industry Feedback

Industry professionals (Technical Advisory Committee) will meet with faculty and staff twice a year to discuss program outcomes and look at areas for continuous improvement. The curriculum will be reviewed periodically to discuss student learning outcome achievement and recommend changes if applicable.

#### Graduate Feedback

Graduates of the program will be invited to participate in a follow-up survey to assess career outcomes and alignment with their field of study. This survey is routinely administered to all College of Technology graduates and provides data on the effectiveness of the degree and our mission to prepare students for high-demand careers. Participants are asked to share information about their current employment, including employer name and salary, and to provide feedback on their educational experience. Specifically, they will be asked how well their education prepared them for their current role, and to identify any areas where the program could be improved.

#### **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>1</sup>

- 12. Physical Resources. Physical Facilities and Equipment:** Describe the provision for physical facilities and equipment.

No physical resources will be required since this is a fully online program.

- a. Existing resources.** Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

N/A

- 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

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<sup>1</sup> 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.*



accommodated?

N/A

- 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.

N/A

**13. Faculty/Personnel resources**

- a. **Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

A faculty member will be hired to develop and teach the curriculum, with a focus on applied artificial intelligence as an emerging and rapidly evolving field. This role will also involve regularly updating course content to reflect ongoing advancements in AI technologies as well as addressing critical issues like security, ethics, transparency, and the societal impact of AI systems across engineering technology and scientific domains.

To begin with, we will offer one asynchronous section of each course and determine if additional sections are necessary based on student demand. Should additional sections be required, we will hire adjunct faculty using existing CTE or local funds.

- b. **Existing resources.** Describe the existing instructional, support, and administrative resources that will support the successful implementation of the program.

Idaho State University and the College of Technology will provide university and college-level support for the program available to all faculty and students, such as faculty professional development/mentoring, instructional design, student advising, tutoring, etc. No additional dollars will be required to provide instructional and administrative support.

- 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?

This program will enhance collaboration between existing programs since many majors will benefit from this add-on certificate. The new faculty member will reach out to program coordinators and chairs in the College of Technology and across campus to recruit new students to this certificate.

- d. **Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those physical resources into the budget sheet.

As indicated above, 1 FTE will be required to support this new certificate program.

**14. 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?

Existing CTE expansion dollars will be used to hire the new faculty member. We anticipate a positive impact on engineering technology and other CTE programs since this 9-credit certificate will enhance the skill set of students going into fields experiencing AI integration.

- b. **New appropriation.** If a line-item request is required to fund the program, indicate when the institution plans to submit the request to Idaho Division of Career Technical Education or include in the legislative budget request.

After three to five years of sustained enrollment and a demonstrated industry demand, the College of Technology will seek permanent funding for the program by submitting a line-item request to the Idaho Division of Career Technical Education.

- c. **Non-ongoing sources:**

- i. If the funding is to come from other, one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when funding ends?

N/A

- ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) to fund the program. How does the institution propose to continue the program upon termination of those funds?

N/A

- d. **Student Fees:** Provide estimated total semester cost to students, including all fees authorized under V.R.

Students will be charged an online program fee of \$300 per credit instead of tuition. Thus, the total fee for the certificate will be \$2,700.

- 15.** Using the budget template provided by the Office of the State Board of Education, provide the following information:

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program.
- Include reallocation of existing personnel and resources and anticipated or requested new resources.

- Second- and third-year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

Revised 3/22



## CTE Program Profile

### Instructions:

Indicate the nature of this submission by checking appropriate box below. Please submit a separate CTE Program Profile for each new program, expansion, or non-substantive change. Track all changes with **redline (deletions)** and **highlighter (additions)**.

Indicate whether this request is either of the following:

<input type="checkbox"/> New Program (check all that apply) <input checked="" type="checkbox"/> <b>Expansion of Existing Program (check all that apply)</b> <input checked="" type="checkbox"/> <b>Specialized Certificate</b> <input type="checkbox"/> Basic Technical Certificate <input type="checkbox"/> Intermediate Technical Certificate <input type="checkbox"/> Advanced Technical Certificate <input type="checkbox"/> Associate of Applied Science Degree <input type="checkbox"/> Advanced Associate of Applied Science Degree <input type="checkbox"/> Microcertification <input type="checkbox"/> Other: (please list)	<input type="checkbox"/> Modification of Existing Program <input type="checkbox"/> Program Name/Title <input type="checkbox"/> CIP Code change <input type="checkbox"/> Addition or deletion of courses <input type="checkbox"/> Modification of course number/prefixes <input type="checkbox"/> Course titles <input type="checkbox"/> Credit/lab/contact hours modification <input type="checkbox"/> Catalog descriptions <input type="checkbox"/> Pre/Corequisites
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**Date Submitted:** December 12, 2025

**Effective Date:** August 1, 2026

**Institution Name:** Idaho State University

**Program/Option Title:** Artificial Intelligence, Applied

*Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)*

**Degree/Certificate:** Specialized Certificate

*If a Certificate, indicate type (i.e. Specialized, Basic Technical, Intermediate Technical, or Advanced Technical)*

**CIP Code Number:** 11.0102

**CIP Code Title:** Artificial Intelligence

Revised 3/22

<b>SOC Code</b>	15-1221.00 - Computer and Information Research Scientists
<b>Examples*:</b>	15-1252.00 - Software Developers
	15-2051.00 - Data Scientists
	15-2051.01 - Business Intelligence Analysts
	15-2051.02 - Clinical Data Managers
	25-1021.00 - Computer Science Teachers, Postsecondary

<b>Submitted by:</b>	Anna Vanderwood
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\*The list of SOC codes does not need to be comprehensive but should provide meaningful examples of occupations related to the program.

## **Learning Outcomes and Connection to Curriculum**

1. 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.

Upon successful completion of the certificate program, students will be able to:

1. **Apply Digital Literacy to Information Problem-Solving**  
Demonstrate the ability to locate, evaluate, and ethically use digital information and technologies to support data-driven inquiry, communication, and decision-making.
2. **Design and Implement AI-Driven Solutions**  
Utilize foundational AI tools, platforms, and techniques—including pre-trained models, APIs, and machine learning workflows—to solve classification, prediction, and pattern recognition problems in real-world contexts.
3. **Ensure AI System Security, Fairness, and Trustworthiness**  
Identify vulnerabilities in AI systems and apply techniques for enhancing security, robustness, transparency, privacy, and fairness, while adhering to relevant ethical guidelines and regulatory frameworks.
4. **Translate Applied AI Concepts into Real-World Outcomes**  
Lead or contribute to interdisciplinary teams working on end-to-end AI projects, from problem formulation through deployment, with emphasis on collaboration, professional communication, stakeholder engagement, and ethical responsibility.
5. **Evaluate the Societal Impact and Governance of AI Technologies**  
Analyze the broader implications of AI use—including societal, ethical, and legal dimensions—and apply frameworks for responsible and accountable AI development and deployment.

2. List any skill assessments or industry certifications that students will be eligible to test for during or at the completion of the program.

No.

Revised 3/22

## Program Articulation

1. For existing programs, does the program or proposed changes provide technical competency credit (TCC), dual credit, or other Advanced Opportunities for a high school student? What are the plans for the program if it is a new program?

If so, please list what is provided. Identify the high school(s) and the program(s) involved.

Not at this time. This is an advanced certificate program meant as an add-on for other technical majors.

2. Explain how stakeholders (i.e. technical advisory committee or industry partners) were involved with providing input to the new program or proposed changes.

Discussion around artificial intelligence and how it applies to industry has occurred in various technical advisory committees, including ESTEC, Technical, Business and Support Services, and Health Occupations programs. They have indicated a need to train students on how artificial intelligence can be used correctly and responsibly in technical career fields. The creation of this certificate is in response to industry need.

3. Will the new program or proposed changes articulate to a baccalaureate degree program?

If so, please explain the articulation to a baccalaureate degree program.

No. However the courses may count as upper-division courses toward a BAS degree.

Revised 3/22

### Sequence of Required Courses<sup>1</sup>

Fall Semester/Session		16 (Weeks)	
Course Prefix & Number	Course Title	Credits	Technical or Transfer Credit
AAI 4410	Fundamentals of Applied AI Systems	3	Technical
<b>TOTAL</b>		<b>3</b>	

Spring Semester/Session		16 (Weeks)	
Course Prefix & Number	Course Title	Credits	Technical or Transfer Credit
AAI 4420	Secure and Trustworthy AI Systems	3	Technical
AAI 4450	Capstone in Applied AI Systems	3	Technical
<b>TOTAL</b>		<b>6</b>	

Summary (64 Weeks)	
Technical Credits	<b>9</b>
Transfer Credits	
<b>Grand Total</b>	<b>9</b>

<sup>1</sup> Please refer to the NWCCU 2020 [Student Learning Standards](#)



## Course Titles, Descriptions, and Credits

1. List all course titles, descriptions, and credits included in the program.

### ***AAI 4410 Fundamentals of Applied AI Systems: 3 semester hours***

This course introduces students to practical applications of Artificial Intelligence (AI) in domain-specific workflows. Students will learn to use AI platforms, pre-built models, and APIs for tasks such as prediction, classification, and pattern recognition. Topics include the AI project lifecycle—problem formulation, data preparation in Python, model selection, validation, and interpretation. The course also covers neural networks, deep learning concepts, and MLOps principles for deploying and maintaining AI systems. Emphasis is placed on responsible AI use, including bias, reliability, and security considerations. Hands-on labs and projects provide applied experience in leveraging AI to support analysis and decision-making.

### ***AAI 4420 Secure and Trustworthy AI Systems: 3 semester hours***

This course focuses on the principles and practices for building reliable, secure, and ethical AI systems. Students will delve into the vulnerabilities of AI models, including adversarial attacks, data poisoning, and model inversion. The curriculum covers techniques for enhancing model robustness, fairness, and transparency. Key topics include privacy-preserving machine learning, differential privacy, and federated learning. Students will also explore the landscape of AI governance, including US federal, state, and international regulatory compliance and the implementation of responsible AI frameworks to ensure accountability and mitigate societal risks. Through practical exercises, participants will learn to conduct security assessments and implement defensive measures for AI systems. PREREQ: AAI 4410

### ***AAI 4450 Capstone in Applied AI Systems: 3 semester hours***

This capstone course provides students with the opportunity to synthesize and apply knowledge gained from the Applied AI Systems program in a real-world, industry-partnered project. Students work in teams to design, implement, and evaluate AI-driven solutions to practical engineering challenges, moving through all phases of the project lifecycle: ideation, requirements definition, prototyping, development, deployment, and assessment. Emphasis is placed on collaboration with an external industry partner, professional communication, ethical and societal considerations of AI, and demonstrating technical competence in applied AI methods. PREREQ: AAI 4410

ISU #2025-02 Artificial Intelligence, Applied (Specialized Certificate)

5. Resources Required for Implementation. "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.

Estimated Fiscal Impact		FY 2026-27		FY 2027-28		FY 2028-29		FY 2029-30	
A. Revenue		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 (CTE Allocation)		\$88,660.00	\$0.00	\$88,660.00	\$0.00	\$88,660.00	\$0.00	\$88,660.00	\$0.00
3. Federal		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. New Tuition Revenues from Increased Enrollments		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Student Fees		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Other (Online Program Fees)		\$27,000.00	\$0.00	\$40,500.00	\$0.00	\$54,000.00	\$0.00	\$67,500.00	\$0.00
Total Revenue		\$115,660	\$0	\$129,160	\$0	\$142,660	\$0	\$156,160	\$0
B. Expenditures		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Personnel		88,660.00	0.00	88,660.00	0.00	88,660.00	0.00	88,660.00	0
2. Operating		0	0	0	0	0	0	0	0
3. Equipment		0	0	0	0	0	0	0	0
4. Facilities		0	0	0	0	0	0	0	0
Total Expenditures		\$88,660	\$0	\$88,660	\$0	\$88,660	\$0	\$88,660	\$0
Net Income (Deficit)		\$27,000	\$0	\$40,500	\$0	\$54,000	\$0	\$67,500	\$0

**Applied Artificial Intelligence Specialized Certificate  
Online Program Fee Justification**

The College of Technology at Idaho State University proposes to establish an Online Program Fee per Idaho State Board Policy Section: V Financial Affairs, Subsection: R. Establishment of Fees, 3.b.ii. Institutional Online Program Fee.

The nine-credit Specialized Certificate in Applied Artificial Intelligence will address the urgent need to advance technicians in rapidly evolving technological fields by emphasizing the practical application of AI tools to real-world problems involving symbolic inference, data-driven modeling, and computer simulation of learning and decision-making processes. This specialized certificate is meant to be an add-on certificate for engineering technicians in high-demand, high-skilled disciplines to responsibly integrate AI technologies into complex systems. Thus, the content is being offered 100% online to meet the needs of working professionals, including recent CTE graduates.

To offset the cost of specialized instruction and content maintenance, we are requesting an Online Program Fee of \$300 per credit. This amount is similar to other Online Program Fees offered by College of Technology programs and has been sufficient in supporting faculty and maintaining course content. The fee is also low enough to attract students to our CTE programs that compete with Idaho's community college tuition. A portion of the funds generated by the online program fee will be crucial for offsetting the cost of instruction for this specialized certificate.

As this is an emerging field, it is difficult to find qualified faculty who specialize in applied artificial intelligence. The Online Program Fee will support professional development and upskilling of faculty to stay current in the field and regularly update course content to reflect ongoing advancements in AI technologies. The Online Program Fee will also offset operational costs of necessary hardware and software.

This specialized certificate program is directly responding to documented workforce needs. Industry partners from technical advisory committees have specifically indicated that graduates need to be aware of how to use AI in a trustworthy and ethical way. By funding the specialized instruction required to teach these cutting-edge concepts, the fee supports the institution's ability to supply graduates capable of addressing the significant growth in jobs requiring AI and machine learning skills.

In short, the Online Program Fee is necessary to support this program that is delivered entirely online. The program requires dedicated funding to support the highly specialized faculty and continuous curriculum updates essential to teach a rapidly evolving field in Applied Artificial Intelligence, ensuring a high-quality, relevant educational experience for students.

Planned New Programs																
Idaho State University																
Please fill out information on planned new degree programs (Section 1) and new certificates of more than 30 credits (Section 2). Responses should be concise, and it is understood that programs in "exploratory" and "on horizon" status may have less detail in certain areas than those in "planning" status.																
SECTION 1: New Degrees (Associate, Baccalaureate, Graduate)																
Program Name	Degree Designation	Program Description	CIP Code	Intended Modality	Anticipated Delivery Date	Disciplinary Accreditation	Evidence of Student Demand	List of Related Occupations	Industry Partner Support	Existing Concentration or Minor	Faculty	Facilities	Region	Legislative Funding	Status	Academic or Career Technical Education
List planned programs for each year (add rows as needed).	e.g., AAS, BS, PhD	Provide a brief summary of the program. (Limited to 50 words.)	Provide the program 6-digit CIP code, if known.	Indicate if the program will be "On Campus" and/or "Online" (more than 90% of all educational activities are online).	Indicate program effective date.	Specify any disciplinary accreditors for this program (if none, leave blank).	Provide evidence of a reasonable student market for this program or strategies for increasing student demand.	List up to 5 occupations for graduates of this program. If an occupation is an "In-Demand Career" as determined by the Idaho Workforce Development Council, indicate with an asterisk and include the SOC code. See <a href="https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2323.pdf">https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2323.pdf</a>	List any industry advisory councils or other industry stakeholders who have been consulted about the need for this program.	Identify whether the program will be built from an existing concentration, minor, or other program(s) at the institution.	Indicate whether <i>existing and/or new</i> faculty lines will be required to deliver the program within the first 5 years.	Indicate whether <i>existing, new, and/or renovated</i> space will be required to deliver the program within the first 5 years.	Provide the regional area (and specific location, if applicable) for each proposed program as defined in Board Policy III.2. If a Statewide Program, indicate "Statewide."	Does the institution plan to request legislative funding to support any aspect of this program? If yes, what is the estimated amount to be requested?	Enter "Planning," "Exploring," or "On Horizon" to indicate the level of intention for each program.	Enter "Academic" or "CTE" to indicate the nature of this program.
Year One (AY 2026-2027)																
Addiction Studies	MA	The MA in Addiction Studies is a comprehensive 30-credit program designed to equip individuals in the health professions and related fields with a deep understanding of	34.0104	100% Online	Fall 2026		Employment of substance abuse, behavioral disorder, and mental health counselors is projected to grow 19 percent from 2023 to 2033, much faster than the	Community-Based Rehabilitation Specialist Substance Use or Recovery Coach Supervisor Advanced Alcohol/Drug Counselor	Idaho Board of Alcohol/Drug Counselor Certification (IBADCC)	existing undergraduate and graduate certificates in Addiction Studies (both 25-credits)	Our addiction studies courses are taught by 1 ISU faculty and 3 adjuncts	No new space/renovation	Online	Professional fee to support matching and maintenance of 300-hour, supervised	Planning	Academic
Artificial Intelligence Sciences	BS	The AI degree would offering an integrated approach across computer science, mathematics, statistics, and engineering, which current programs do not fully cover. By establishing this program, ISU would prepare students to excel in high-	11.0102	On Campus	Fall 2026		The proposed Bachelor of Science in Artificial Intelligence at Idaho State University aims to meet the rising demand for AI professionals, with the Bureau of Labor Statistics projecting a 36% increase in employment for data	Possible work as a data scientist, as an AI programmer, as AI specialist in engineering company		This will be built from combination of courses in the Mathematics and Statistics and Computer Science departments.	The program would require at least one new faculty member who is a specialist in AI	It is expected that current spaces and spaces currently being renovated could be used to teach the courses.	Region V (Pocatello); Region VI (Idaho Falls)	No	Planning	Academic
Automation Engineering Technology	AAS	A program that prepares individuals to apply basic engineering principles and technical skills in support of engineers engaged in developing control and measurement systems and procedures. Includes instruction in	15.0404	On Campus	Fall 2026	ABET ETAC	This is a consolidation of two programs. We are consolidating the Instrumentation Engineering Technology and Electrical Engineering Technology program into one to be more efficient since both	Instrumentation Technician, Electrical Engineering Technician, Automation Technician, Electromechanical Technician, Process Control Technician	This program has a strong Technical Advisory Committee that meets twice per year. Industry participants include	This is a consolidation of the Instrumentation Engineering Technology and Electrical Engineering Technology	Existing faculty will deliver the program.	Existing facilities and equipment will be used.	Region 5 (Pocatello)	No.	Planning	CTE
Cybersecurity	Ph.D.	This program would be offered in collaboration with the University of Idaho. It would fill a need for experts that would perform research in this area. Details have not been	43.0303	Online	Fall 2026		There is a high demand currently for people with expertise in protecting vital computer systems linked to the web. Research in this area is a vital step in securing	University Professor, Cybersecurity Consultant for Private Industry, Cybersecurity Professional for Government Agencies		This program will be built from existing courses at Idaho State University and the University of	An additional faculty may be needed. At this point it is uncertain since the relative contributions to the program from ISU and	Existing or renovated space and resources may be required, likely especially in Idaho Falls	Region III (Meridian); Region IV (Twin Falls); Region V (Pocatello); Region VI (Idaho	No	Exploring/Planning	Academic
Cybersecurity Strategy and Leadership	MS	Students learn to establish vision and direction for an organization's cybersecurity efforts.	43.0404	On campus	Fall 2026	NSA CAE Designation	Students who are currently taking MBA with emphasis in cybersecurity desire a full cybersecurity degree	Chief Information Security Officer, Information Systems Security Officer, Risk Analyst	ISU's College of Business has prepared cybersecurity leaders for the federal government with	MBA Emphasis in Cybersecurity	Currently 1 FT faculty, 1 FT staff, and 2 Adjunct faculty support this program	Existing facilities support this program	Region V (Pocatello)	No	Planning	Academic
Dental Hygiene, Expansion to Meridian.	BS	This program will be an extension of our current BS in Dental Hygiene degree on the Pocatello campus to the Meridian Campus. Currently there is a national workforce shortage of	51.0602	On Campus, Hybrid	Fall 2026	Commission on Dental Accreditation (CODA)	Currently with the workforce shortage, dental hygiene has a projected increase of 9% in employment from 2023 to 2033, according to the U.S. Bureau of Labor Statistics	In demand career - Dental Hygiene - however, it is not listed on the Idaho Workforce Development Council list. It should be listed.	We have reached out the Idaho Dental Association. Currently there is a workforce shortage of		Two full-time faculty positions needed and 4 adjunct positions needed.	Renovated Space	Statewide	Current professional fee model in the BS entry level degree program will be	Opening of the Meridian Clinic is slated for Fall 2026.	Academic
Interactive Media Design	AAS	The Interactive Media Design program prepares students with the skills to create multimedia content for various platforms, including web, mobile, and HDTV, in the rapidly evolving field	50.0102	On campus	Fall 2026		According to the U.S. Department of Labor, Employment and Training Administration, Web and Digital Interface Designers, Video Game Designers, and Graphic	Web Developers, Web and Digital Interface Designers, Video Game Designers, Web Administrators, Graphic Designers.	A technical advisory committee would consist of businesses such as: H&K Technologies, Blackfoot;	This program may require some beginning drawing classes in the Art Department. We plan on	We do not have faculty but will need 2 full-time instructors.	We have existing classroom and computer lab space in the RFC that could house the program. We	Region 5 (Pocatello)	No	Planning	CTE
Literacy	MEd	The Masters of Education in Literacy program has been suspended since 2020. It is planned to be restarted in F26, with some courses colisted with those in the UG Early Literacy	13.1502	Online	Fall 2026		With literacy being a focus of improvement plans throughout districts in the state, and a call for additional literacy specialists who understand the science of	Teachers and Instructors, All Other* (Title I, Reading Specialists) (25-3097) Elementary teacher * (25-2021)		This is restarting the previous MEd Literacy, but with a couple of course changes to align to	Existing faculty	Existing	Online	No	Planning	Academic
Registered Nursing	AAS	A program that generally prepares individuals in the knowledge, techniques and procedures for promoting health, providing care for sick, disabled, infirmed, or other individuals or groups. Includes instruction in the administration of medication and treatments, assisting a physician during treatments and examinations, Referring patients to physicians and other health care specialists, and planning education for health maintenance.	51.3801	Online	Fall 2026	Accreditation Commission for Education in Nursing (ACEN)	According to Labor data, this occupation is expected to grow rapidly and have a large number of opening through 2033. Idaho projects 194,500 openings with high paying salaries with an average of \$86,000.	Practical Nurse, Acute Care Nurse, Clinical Nurse Specialists, Critical Care Nurses.	We have a strong Advisory Board of nursing professionals from local and regional clinics, hospitals, and home health care.	This is an existing AS degree that will transfer to an AAS in order to condense the general education requirements and add more nursing content allowing students more hands-on skills.	We have two existing faculty and an open line for a third faculty.	We will use existing facilities.	Online	No	Planning	CTE
Respiratory Therapy	AAS	A program that prepares individuals, under the supervision of physicians, to assist in developing respiratory care plans, administer respiratory care procedures, supervise personnel and equipment operation, maintain records, and consult with	51.0908	On Campus	Fall 2026	Commission on Accreditation for Respiratory Care (CoARC)	According to Labor data, this occupation is expected to grow rapidly through 2033 with a projection of 8,200 job openings in Idaho.	Acute care nurses, cardiovascular technicians, critical care nurses, paramedics, radiation therapists.	We have a strong advisory board of respiratory therapy professionals from Portneuf Medical Center, Bingham	This is an existing AS degree that will transfer to an AAS in order to condense the general education requirements and decrease the	We have one existing faculty.	We have existing facilities and equipment.	Region 5 (Pocatello)	No	Planning	CTE
SECTION 2: New Certificates																
Certificate name	Designation	Certificate Description	CIP Code	Intended Modality	Anticipated Delivery Date	Disciplinary Accreditation	Evidence of Student Demand	List of Related Occupations	Industry Partner Support	Existing Concentration or Minor	Faculty	Facilities	Region	Legislative Funding	Status	Academic or Career Technical Education
List planned certificates for each year (add rows as needed).	Type of Certificate	Provide a brief summary of the certificate. (Limited to 50 words.)	Provide the certificate 6-digit CIP code, if known.	Indicate if the program will be "On Campus" and/or "Online" (more than 90% of all educational activities are online).	Indicate certificate effective date.	Specify any disciplinary accreditors for this certificate (if none, leave blank).	Provide evidence of a reasonable student market for this certificate or strategies for increasing student demand.	List 1 or more occupations for recipients of this certificate. If an occupation is an "In-Demand Career" as determined by the Idaho Workforce Development Council, indicate with an asterisk and include the SOC code. See <a href="https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2323.pdf">https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2323.pdf</a>	List any industry advisory councils or other industry stakeholders who have been consulted about the need for this certificate.	Identify whether the certificate will be built from an existing concentration, minor, or other program(s) at the institution.	Indicate whether <i>existing and/or new</i> faculty lines will be required to deliver the certificate within the first 5 years.	Indicate whether <i>existing, new, and/or renovated</i> space will be required to deliver the certificate within the first 5 years.	Provide the regional area (and specific location, if applicable) for each proposed certificate as defined in Board Policy III.2.	Does the institution plan to request legislative funding to support any aspect of this certificate? If yes, what is the estimated amount to be requested?	Enter "Planning," "Exploring," or "On Horizon" to indicate the level of intention for each certificate.	Enter "Academic" or "CTE" to indicate the nature of this certificate.
Year One (AY 2026-2027)																
Accounting Analytics emphasis	Graduate Emphasis	The Accounting program would like to offer an additional graduate emphasis in Accounting Analytics to meet the needs of our students as the CPA exam and profession becomes	30.7104	On campus and Online	Fall 2026		Accounting professionals and recruiters are encouraging students to get as much training in analytics as possible before graduating.	Certified public accountant, certified managerial accountant, forensic accountant, tax accounting, controller, CFO.		This would be a new emphasis and is contingent on having additional faculty resources to	Existing faculty will be sufficient; no new faculty hires needed.	Existing space is sufficient to offer this certificate.	Online and Region 5 (Pocatello)	No	Planning	Academic
Accounting Analytics	Undergraduate Certificate	The Accounting program would like to offer an additional undergraduate certificate in Accounting Analytics to meet the needs of our students as the CPA exam and profession	30.7104	On campus and Online	Fall 2026		Accounting professionals and recruiters are encouraging students to get as much training in analytics as possible before graduating.	Certified public accountant, certified managerial accountant, forensic accountant, tax accounting, controller, CFO.		This would be a new emphasis and is contingent on having additional faculty resources to	Existing faculty will be sufficient; no new faculty hires needed.	Existing space is sufficient to offer this certificate.	Online and Region 5 (Pocatello)	No	Planning	Academic
Advanced Respiratory Care: Adult Focus	Specialized Certificate	This certificate will enhance practicing Respiratory Therapists' and RNs' knowledge in managing adult and pediatric patients in critical care settings. Students will learn advanced cardio-	51.0908	Online	Fall 2026	Commission on Accreditation for Respiratory Care (CoARC)	Idaho labor data indicates a 23% increase in respiratory care positions through 2033, much faster than the average growth. Nationally, there are 8,200 projected	Respiratory Therapist, Acute Care Nurses, Paramedics	The Respiratory Therapy program has an advisory board that meets twice a year. Industry	This program will consist of courses currently taught in the Respiratory Therapy program.	Existing faculty will teach the courses.	This is an online program and will not need additional facilities	Region 5 (Pocatello)	No	Planning	Academic
Advanced Respiratory Care: Pediatric Focus	Specialized Certificate	This certificate will enhance practicing Respiratory Therapists' and RNs' knowledge in managing adult and pediatric patients in critical care settings. Students will learn advanced cardio-	51.0908	Online	Fall 2026	Commission on Accreditation for Respiratory Care (CoARC)	Idaho labor data indicates a 23% increase in respiratory care positions through 2033, much faster than the average growth. Nationally, there are 8,200 projected	Respiratory Therapist, Acute Care Nurses, Paramedics	The Respiratory Therapy program has an advisory board that meets twice a year. Industry	This program will consist of courses currently taught in the Respiratory Therapy program.	Existing faculty will teach the courses.	This is an online program and will not need additional facilities	Region 5 (Pocatello)	No	Planning	Academic
Applied Artificial Intelligence	Specialized Certificate	A program that focuses on the symbolic inference, representation, and simulation by computers and software of human learning and reasoning processes and capabilities, and the computer modeling of human motor control and motion. Includes instruction in computing theory, cybernetics, human factors, natural language processing, and applicable aspects of engineering technology, and specific end-use applications.	11.0102	Online.	Fall 2026		Typically our ESTEC programs are ABET accredited, but they do not accredit certificate programs.	<b>Manufacturing</b> – as automation or controls technicians, supporting facilities with AI-driven robotics and production systems. <b>Energy and Utilities</b> – in roles maintaining intelligent grid systems, predictive maintenance tools, and cyber-secure infrastructure. <b>Cybersecurity Operations</b> – as industrial cybersecurity analysts or technicians using AI for threat detection and system monitoring in OT environments. <b>Industrial Equipment Providers</b> – supporting the design, integration, and maintenance of AI-enhanced machinery and control systems. <b>Advanced Manufacturing R&amp;D</b> – assisting engineers in implementing machine learning models for quality control, efficiency, and innovation.	Our industry members in our engineering technology advisory committees, including partners from INL, Siemens Energy, Schweitzer Engineering, etc., have identified artificial intelligence as a need for engineering technicians.	The program will be part of the industrial Cyber-security program housed in the ESTEC department.	A new faculty line (1 FTE) will be required.	No new space will be needed.	Region 5 (Pocatello)	No	Planning	CTE

CONSENT  
 FEBRUARY 18, 2026

ATTACHMENT 2

Athlete Counseling	Certificate	The Athlete Counseling Certificate is a nine-credit program that prepares counselors to support athletes' mental health and well-being throughout their athletic careers and beyond.	42.2815	On campus and synchronous videoconferencing	Fall 2026		Athletes face unique mental health challenges including performance anxiety, identity issues related to sport, career transitions, injury recovery, and balancing athletic and academic responsibilities. This certificate will be available to past graduates that need specializations out in the field. They will be	This certificate will be offered to counselors, social workers, and psychologists, and provides a mental health related approach to working with athletes	Need has been assessed utilizing the Delphi Method and consulting with experts in the Athlete	This certificate will be an elective offered to ISU students in a graduate mental health related	Conner Vrba (Phd graduate intended May 2025, has been hired and will start fall 2025. He will be the instructor for all	No additional space needs or requirements at this time.	Region 3 (Meridian), Region 5 (Pocatello)	No	Planning	Academic
Building Automation	Specialized Certificate	An advanced certificate that prepares incumbent workers to apply engineering principles and technical skills in developing, installing, calibrating, modifying and maintaining automated	15.0406	Online	Fall 2026		There is strong support from INL, Climatch, The Harris Company, ATIS Inland, and Mechanical	Building automation technician, Building automation programmer, HVAC Control Programmer, Control Specialists	There is strong support from INL, Climatch, The Harris Company, ATIS Inland, and Mechanical	This certificate will be housed in current ESTEC programs such as Instrumentation Engineering	Existing Faculty will teach with possibility of adjunct instructors.	Not Applicable	Region 5 (Pocatello)	No.	Planning	CTE
Clinical Psychopharmacology	Graduate Certificate	This certificate is designed for interdisciplinary healthcare providers who seek to expand their knowledge and competencies in the pharmacological treatment of mental	42.2709	online	Fall 2026		There are frequent inquiries to the ISU MSCP program about enrolling as a non-psychologist. Many colleges of pharmacy offer specialization tracks for PharmD	This program is especially beneficial for family practice physicians, advanced practice nurses, physician assistants, pharmacists, psychologists,	Students who are currently taking MBA with emphasis in cybersecurity desire a full cybersecurity degree	ISU's College of Business has prepared cybersecurity leaders for the federal government with	Existing	Existing	Online	No	Planning	Academic
Cybersecurity Strategy and Leadership	Graduate Certificate	Graduate Certificate available to graduate students outside the College of Business	43.0404	Online	Fall 2026	NSA CAE Designation		Students who are currently taking MBA with emphasis in cybersecurity desire a full cybersecurity degree	Chief Information Security Officer, Information Systems Security Officer, Risk Analyst	MBA Emphasis in Cybersecurity	Existing faculty will be sufficient; no new faculty hires needed.	Existing space is sufficient to offer this certificate.	Online	No	Planning	Academic
Data Science	Undergraduate Certificate	This offering addresses the increasing need for additional research and people versed in new techniques in data processing, machine learning, data handling, and data storage.	30.7001	On Campus	Fall 2026		There is increasing need for additional research and people versed in new techniques in data processing, machine learning, data handling, and data storage.	Informatics specialist, ML programmer, data handling specialist		Built from existing concentrations in the Mathematics and Statistics and Computer Science Depts.	Computer Science, Electrical and Computer Engineering, and Mathematics and Statistics Faculty may all contribute. It is expected that there will be new hires in one	existing or space being currently renovated would be used	Region V (Pocatello), Region VI (Idaho Falls)	No	Planning	Academic
Early Literacy	Post-Bacc Certificate	Currently licensed teachers wanting to add an additional endorsement to their Standard Instructional Certificate	13.1202	Online	Fall 2026	CAEP	Increased volume of inquiries through the Kent Center (advising) for adding this endorsement to current teacher licensing.	Elementary School Teachers	Supt. Critchfield priority for Early Literacy	Built from existing courses	existing faculty lines	existing space	Online	No	Planning	Academic
Family Nurse Practitioner (FNP)	Graduate certificate	Idaho State University School of Nursing (SON) would like to open a certificate program allowing advanced practice nurses holding a Master's or Doctorate degree with a Nurse Practitioner license to obtain the necessary education to take	51.3805	more than 90% online	Fall 2026	CCNE		Family nurse practitioner	SON advisory board	existing FNP DNP degree	existing with adjunct support	existing	Region III (Meridian), Region V (Pocatello)	No	Planning	Academic
Grief and Loss	Certificate (9 Credits)	Despite grief and loss being an inevitable experience for everyone, accreditation standards do not currently address ways in which counselors should work with issues that arise from these experiences. This nine credit hour certification will	51.1513	On campus, in future years online delivery will be considered.	Summer 2027		Student market will include our MCoen and PhD students. Since grief and loss is so prevalent in the work that counselors do and that it is not currently included as a focus in our curriculum, students routinely ask for	This certificate would primarily be of interest to counselors, "marriage and family therapists (21-1013), "rehabilitation counselors (21-1015), "social workers (21-1021) (21-1023) (21-1022),	The Association for Adult Development and Aging (a division of the American Counseling Association) grief and	The certificate program and the courses within it will be offered to students within the Department of Counseling.	Faculty and/or adjuncts that specialize in grief and loss will need to teach the 3 course sequence. The development of the curriculum will also take a significant	Existing spaces should be sufficient	Region III (Meridian) to start- Will then add other regions later	No	Planning	Academic
Industrial Controls	Specialized Certificate	A program that prepares individuals to apply basic engineering principles and technical skills in support of engineers engaged in developing control and measurement systems and procedures. Includes instruction in	15.0404	On Campus	Fall 2026		This is an existing program that has low enrollment due to excessive credits. By decreasing the credits to discipline courses only will be able to attract additional students.	Journeyman and Master Industrial Electricians, Industrial Electrical Technicians	This program is supported by industries who hire industrial electricians. Past students have been residential electricians that	This is an existing AAS degree that will be converted to a specialized certificate.	Existing Faculty will teach the program.	Not Applicable	Region 5 (Pocatello)	No	Planning	CTE
Industrial Cybersecurity	Graduate Certificate	Program prepares incumbent workers in the fields of IT, Industrial Automation, Cybersecurity, and Engineering to apply cybersecurity into cyber-physical systems. Includes instruction on control system fundamentals, networking, network security, and cyber-informed engineering.	14.4701	We will create an online program with a week-long hands-on intensive.	Fall 2026	Currently an emerging area with no specific accreditation. ABET and member societies, including IEEE are exploring this area for curricular guidance and accreditation.	The Industrial Cybersecurity TAC has been asking for a graduate certificate for a few years now. Incumbent workers always ask whether the current program is available online. We have been working with Graduate School to see if it is possible to stand up a graduate certificate in collaboration with the ISU Informatics Research Institute.	Engineering technician, cybersecurity analyst, Process control engineer	Strong advisory board including members from INL, Accenture, Rockwell Automation	Proposed program will leverage ISU's existing courses by making them available to incumbent workers.	Existing faculty and one new faculty	Online portion will not require new facilities. Intensive will require current facility in Idaho Falls.	Region 5 (Pocatello)	No. We would reallocate existing funds with the support of Academic Affairs.	Planning	Academic
Injectables	Undergraduate Certificate (9 Credits)	This injectables certificate will be offered by the Bachelor of Science Program in Dental Hygiene. This academic certificate meets the needs of licensed dental hygienists, dental hygiene students, and other health professionals or health	12.0409	Online for the two courses of Head & Neck Anatomy. The injectables course will be a hybrid	Fall 2026		Student market will all health professional students that are allowed to administer Botox in their scope of practice (nurses, PA, Pharmacists), dental hygienists, dental hygiene students from other dental hygiene programs,	Pharmacists, NPs, RNs, PAs, and estheticians	Consulted with hygienists who can administer injectables.	It will be built from 2 courses already taught in our current dental hygiene program: Head and Neck Anatomy and Medical	One adjunct faculty for the injectables course.	Existing space used - laboratory in the dental hygiene building on the Pocatello Campus for the injectables course. The other two	Online and Region 5 (Pocatello)	Professional Fees	Planning	Academic
Interactive Media Design	BTC	Core curriculum will include topics such as Ethics, Debt Collection, and Landlord/Tenant law. Students will take specialty classes to increase their capabilities in specific areas of the market.	50.0102	On campus	Fall 2026		According to the U.S. Department of Labor, Employment and Training Administration, Web and Digital Interface Designers, Video Game Designers, and Graphic Designers are occupations that are expected to grow	Web Developers, Web and Digital Interface Designers, Video Game Designers, Web Administrators, Graphic Designers.	HSK Technologies, Blackfoot; Idaho Central Credit Union, Idaho State University (and other higher ed institutes), East Idaho News,	This program may require some beginning drawing classes in the Art Department. We plan on working with the Art Department	We do not have faculty but will need 2 full-time instructors.	We have existing classroom and computer lab space in the RFC that could house the program. We would need to purchase	Region 5 (Pocatello)	No	Planning	CTE
Interactive Media Design	ITC	Core curriculum will include topics such as Ethics, Debt Collection, and Landlord/Tenant law. Students will take specialty classes to increase their capabilities in specific areas of the market.	50.0102	On campus	Fall 2026		According to the U.S. Department of Labor, Employment and Training Administration, Web and Digital Interface Designers, Video Game Designers, and Graphic Designers are occupations that are expected to grow	Web Developers, Web and Digital Interface Designers, Video Game Designers, Web Administrators, Graphic Designers.	HSK Technologies, Blackfoot; Idaho Central Credit Union, Idaho State University (and other higher ed institutes), East Idaho News,	This program may require some beginning drawing classes in the Art Department. We plan on working with the Art Department	We do not have faculty but will need 2 full-time instructors.	We have existing classroom and computer lab space in the RFC that could house the program. We would need to purchase	Region 5 (Pocatello)	No	Planning	CTE
Magnetic Resonance Imaging (MRI)	Certificate	This certificate program would provide classes in Magnetic Resonance Imaging (MRI) education, allowing students complete the didactic and clinical requirements necessary to take the ARRT exam. The program would be 2 concurrent	510920	Online or Hybrid	Fall 2026		Program designed for radiography graduates to train in mammography. Demand for mammographers continues to increase as current workforce ages and mammography screening increases	MRI technologist	Regional health care hospitals, medical clinics, and out-patient imaging clinics	Built as a post-undergrad certificate in the same was as the CT certificate approved last year	Taught by adjuncts and overseen by the Radiographic Science Program. Will need new monies to pay for the adjuncts	No new additional space required	Primarily Region 5 (Pocatello) and Region 6 (Idaho Falls), but possibly other regions or online	No	Planning	Academic
Mammography	Certificate (12-15 credits)	This certificate program would provide classes in Mammography education, allowing students complete the didactic and clinical requirements necessary to take the ARRT exam. The program would be 1-2 concurrent semesters	510919	Online or Hybrid	Fall 2026		Program designed for radiography graduates to train in mammography. Demand for mammographers continues to increase as current workforce ages and mammography screening increases	*Mammographyer, categorized as Radiologic Technologist on the Hot Jobs list, 29-2034	Regional health care hospitals and out-patient imaging clinics	Built as a post-undergrad certificate in the same was as the CT certificate approved last year	Taught by adjuncts and overseen by the Radiographic Science Program. Will need new monies to pay for the adjuncts	No new additional space required	Primarily Region 5 (Pocatello) and Region 6 (Idaho Falls), but possibly other regions or online	No	Planning	Academic
Nuclear Materials Engineering	Graduate Certificate	This certificate would be offered in collaboration with the Univ. of Idaho and would allow a student the opportunity to take extra courses related to Nuclear Materials Engineering and earn a certificate in that area.	141801	online and on Campus	Fall 2026	ABET	Nuclear Materials Engineering is a growing area especially in this region due to our proximity to Idaho National Laboratory and their focus in Nuclear Energy	INL Nuclear Engineer specializing in materials, Nuclear Engineer for private company focusing in nuclear reactors or nuclear microreactors, other government labs working on materials related to		This program will be built largely from existing courses at Idaho State University and the University of Idaho.	Existing faculty lines will be used to deliver the certificate	existing or space being currently renovated would be used	Region V (Pocatello), Region VI (Idaho Falls)	No	Planning	Academic
Robotics Engineering	Certificate	This offering will allow students the opportunity to earn an ABB-certified Certificate in Robotics Engineering. With the new emphasis in AI, there will likely also be a increase in the need for employees versed in using AI and Robotics in a	144201	On Campus	Fall 2026	ABB	The demands for AI and associated Robotics are expected to have large increases in demand as we move into the future.	Robot design, Robot construction, automotive industry		ensure of U of I capabilities	We will need to hire a faculty member for Spring 2026 to replace the ABB-trained one who is leaving ISU. The new faculty member will need to attend training	existing or space being currently renovated would be used	Region V (Pocatello), Region VI (Idaho Falls)	No	Planning	Academic
Teacher to New Endorsement - All Subjects K-8	Post-Bacc Certificate	Teachers with Secondary Education licensing will be able to take the appropriate coursework for Elementary Education Licensing	131202	Online	Fall 2026	CAEP	Increased volume of inquiries through the Kent Center (advising) for alternative pathways to teacher licensing.	Elementary School Teachers	State Board of Education - Teacher Pipeline Report	Built from existing courses	existing faculty lines	existing space	Region 4 (Twin Falls), Region 5 (Pocatello), Region 6 (Idaho Falls)	No	Planning	Academic

**IDAHO STATE UNIVERSITY**

**SUBJECT**

Specialized Certificate in Industrial Cybersecurity and Online Program Fee in Lieu of Tuition

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Idaho State University proposes a new 12-credit Specialized Certificate in Industrial Cybersecurity to bridge the gap between information technology (IT) and operational technology (OT). This innovative program is designed to protect critical infrastructure – specifically in the manufacturing, energy, and utility sectors—by providing students with the technical expertise to defend complex ICS/SCADA systems. The curriculum emphasizes SCADA management, industrial network security, and programmable logic controller (PLC) hardening.

This certificate directly addresses a documented need for professional development opportunities for industry partners, such as the Idaho National Laboratory, and was developed following recommendations from technical advisory committees to address critical skill gaps and workforce shortages. To accommodate working professionals, the program is delivered 100% online, though it includes high-impact, hands-on bootcamps at the Pocatello and Idaho Falls campuses. These bootcamps utilize state-of-the-art labs equipped with PLCs and industrial control system simulators to provide realistic training environments. This program is essential for meeting the institution's regional and statewide responsibilities in a high-demand, high-skilled discipline.

**IMPACT**

An online program fee of \$300 per credit will be charged in lieu of tuition. This fee is necessary to address the urgent need to advance technicians in rapidly evolving technological fields by emphasizing the practical application of cybersecurity tools to real-world problems. To offset the costs of specialized instruction and content maintenance, the requested \$300 per credit fee is consistent with other College of Technology online program fees and is low enough to attract students while remaining competitive with community college tuition.

As Industrial Cybersecurity is an emerging field, it is difficult to find qualified faculty who specialize in these niche areas. Therefore, a portion of the funds generated by the fee will be crucial for the professional development and upskilling of faculty to stay current and regularly update course content to reflect ongoing technological advancements. Additionally, the fee will offset the operational costs of necessary

hardware and software, including the maintenance of existing state-of-the-art lab equipment and industrial workstations.

By funding the specialized instruction required for these cutting-edge concepts, the fee supports the institution's ability to supply graduates capable of addressing the significant growth in jobs requiring industrial cybersecurity skills. Existing faculty will teach these courses, and the fee will be used to offset faculty overload expenses. The program is projected to enroll up to 24 students annually and be fiscally sustainable, generating a net income of \$52,600 in its first fiscal year (FY 2026-27), which is expected to grow to over \$81,000 annually by FY 2028-29.

### **ATTACHMENTS**

Attachment 1 – Specialized Certificate in Industrial Cybersecurity Short Proposal  
Attachment 2 – Idaho State University Three-Year Plan for Delivery of Academic Programs

### **STAFF COMMENTS AND RECOMMENDATIONS**

The proposed specialized certificate is consistent with Idaho State University's Three-Year Plan for Delivery of Academic Programs for implementation in Fall 2026 (see Attachment 3). Based on the information provided, goal of the certificate is to prepare students to protect critical infrastructure in the manufacturing, energy, and utility sectors by developing advanced skills in industrial control system (ICS) and SCADA security. Developed in collaboration with industry partners and technical advisory committees, the certificate supports professional development needs through a flexible online format complemented by hands-on bootcamps that provide practical, real-world training in advanced laboratory environments.

Idaho State University's request to assess an online program fee of \$300 per credit aligns with criteria as defined in Board Policy V.R. to include that the online program fee is in lieu of tuition and all other Board-approved fees.

The proposed fee was shared with the Instruction, Research and Student Affairs committee at their February 5, 2026, meeting. The Idaho Division of Career Technical Education has reviewed the request and recommends approval of the Specialized Certificate in Industrial Cybersecurity and the online program fee.

### **BOARD ACTION**

I move to approve the request by Idaho State University to offer an online Specialized Certificate in Industrial Cybersecurity and charge an online program fee of \$300 per credit in lieu of tuition in conformance with the program budget submitted to the Board in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



Institutional Tracking No. ISU #2025-10



## SHORT PROPOSAL FORM

Career Technical Programs


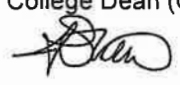

Date of Proposal Submission:	November 26, 2025			
Institution Submitting Proposal:	Idaho State University			
Name of College, School, or Division:	College of Technology			
Name of Department(s) or Area(s):	ESTEC			
Official Name of Program or Instructional/Administrative Unit:	Industrial Cybersecurity (online)			
Implementation Date:	August 2026			
CIP code (consult IR /Registrar):	11.1003			
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	Mostly Online, with limited in person practicums			
Geographical Delivery:	Location(s)	Pocatello	Region(s)	V
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)	Self-Support fee	Professional Fee	<input checked="" type="checkbox"/> Online Program Fee	


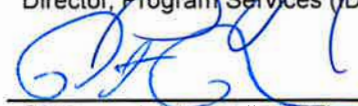
Indicate those that apply to this request:

- ☐ Basic Technical Certificate
- ☐ Intermediate Technical Certificate
- ☐ Advanced Technical Certificate
- ☐ Associate of Applied Science
- ☒ Specialized Certificate

**Proposed Action**

- ☒ Addition of a certificate or degree to an existing program
- ☐ Inactivation of a career technical program
- ☐ Modification of existing career technical programs
  - ☐ Splitting an existing program into two or more programs
  - ☐ Consolidating two or more programs into one program
  - ☐ Converting one certificate or degree option into a stand-alone program
  - ☐ Converting/transitioning a certificate or degree level type (i.e. BTC to ITC)
  - ☐ Addition of online option to an existing program
  - ☐ Transition program to exclusively online format
  - ☐ Transition of program with less than 50% of courses offered online exclusively to 50% or more of courses offered online exclusively.
- ☐ Other
  - ☐ Addition or removal of courses representing a significant departure from existing CTE program offerings
  - ☐ Modification to instructional/administrative units

	10/17/2025
College Dean (CTE Administrator)	Date
	11/25/2025
FVP/Chief Fiscal Officer	Date
	11/24/2025
Provost/VP for Instruction	Date

	1/9/26
Director, Program Services (IDCTE)	Date
	1/9/26
State Administrator (IDCTE)	Date
OSBE Executive Director or Designee Approval	
	Date



**This proposal form must be completed for actions as provided in Board Policy III.G.4.b. *Actions Requiring a Short Proposal*.**

1. Provide an overview of the proposed action, including the need and rationale for the action. Identify any existing program or unit that this action will impact.

This certificate program addresses the growing need for professional development opportunities in industrial cybersecurity for industry partners such as Idaho National Laboratory. Designed as a fully online offering, the program provides flexibility for working professionals while ensuring hands-on experience. Limited in-person bootcamps will be conducted at ISU's Pocatello and Idaho Falls campuses, where students will have access to state-of-the-art labs equipped with programmable logic controllers (PLCs), industrial control system simulators, and other information technology (IT) and operational technology (OT) cybersecurity training workstations. These advanced facilities provide realistic, high-impact training environments that help students develop the practical skills and technical expertise necessary for success in today's industrial cybersecurity workforce.

2. Discuss impact of proposed action on student enrollment, if any. Using the chart below, provide projected new additional enrollments for any proposed certificates or modified programs.

<b>Estimated New Enrollment</b>			
<b>Year</b>	<b>Fall</b>	<b>Spring</b>	<b>Summer</b>
	Headcount	Headcount	Headcount
2026-27	8	8	0
2027-28	10	10	0
2028-29	12	12	0
2029-30	12	12	0
2030-31	12	12	0

3. Three-Year Plan. If this is an addition of certificate or degree to an existing program, is it on your institution's approved 3-year plan?

Yes ☐ No ☒

If yes, proceed to question 4. If no, please address A and B below:

- a. Which of the following statements address the reason for adding this program outside of the regular three-year planning process.

**Indicate (X) by each applicable statement:**

<b>X</b>	<b>Program is important for meeting your institution's regional or statewide program responsibilities.</b>
<b>X</b>	<b>The program is in response to a specific industry need or workforce opportunity.</b>
	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 licensure or 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:
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- b. Provide an explanation for all statements you selected.

This specialized certificate addresses a need for professional development opportunities for industry partners, such as Idaho National Lab, in industrial cybersecurity. This certificate will be fully online, with limited bootcamps offered in labs at ISU Pocatello and ISU Idaho Falls to ensure students have the practical skills required for success in industry.

Although the CTE certificate is not on the 3-Year plan, a graduate certificate is. This should have been listed as a CTE undergraduate certificate since it will be taught from classes offered in our Industrial Cybersecurity Engineering Technology program by CTE faculty. Industry partners have asked that the classes be taught at the graduate level as well for incumbent workers who have a bachelor's degree. We are working with our College of Business faculty to cross-list some of our courses with graduate-level courses and team-teach them. We do not intend to offer a graduate-level certificate at this time.

4. Curricular Requirements and Learning Outcomes. If the proposed action is a new certificate or a modification to an existing program, attach an *IDCTE Program Profile (Attachment B)*

5. **Educator Endorsement/Certification Programs.** All new initial educator preparation programs that lead to Idaho educator endorsement/certification require review and recommendation facilitated by the Division of Career Technical Education (IDCTE) and approval from the Idaho State Board of Education.

Will this program include a new initial educator preparation program leading to Idaho educator endorsement/certification?

Yes \_\_\_\_\_ No   X  

If yes, on what date was the new educator preparation program (EPP) application for endorsement/certification submitted to the Idaho Division of Career Technical Education (educator certification director)? **NOTE:** All new program applications for endorsement/certification are submitted via IDCTE's Canvas by the educator preparation provider dean, assistant Dean, or director.

Date \_\_\_\_\_

6. Resources Required for Implementation – Financial Impact and Budget.
- a. Discuss organizational arrangements required within the institution to accommodate the proposed action, including administrative, staff, and faculty hires, facilities, student services, library, etc. Include a statement regarding total cost to students. If there is no financial impact as defined in Board Policy III.G.1.f <sup>1</sup>, include a statement to indicate there is no financial impact. Completion of the budget form is required if there is a financial impact.

<sup>1</sup> Financial Impact shall mean the total financial resources, 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. This includes the impact of moving resources from existing programs to proposed programs.

Existing Industrial Cybersecurity faculty will teach these courses. We will use Online Program Fees to offset any additional faculty overload expenses. No new facilities or equipment will be required. However, Online Program Fees can help offset maintenance costs for existing equipment.

Teaching expenses are based on the current overload pay of \$2,000 per credit hour. Tuition revenue is based on \$300 per credit hour x 12 credits x enrollment.

See Budget included with this proposal.

Revised 3/22



## CTE Program Profile

### Instructions:

Indicate the nature of this submission by checking appropriate box below. Please submit a separate CTE Program Profile for each new program, expansion, or non-substantive change. Track all changes with **redline (deletions)** and **highlighter (additions)**.

Indicate whether this request is either of the following:

<input type="checkbox"/> New Program (check all that apply)	<input type="checkbox"/> <b>Modification of Existing Program</b>
<input checked="" type="checkbox"/> <b>Expansion of Existing Program (check all that apply)</b>	<input type="checkbox"/> Program Name/Title
<input checked="" type="checkbox"/> <b>Specialized Certificate</b>	<input type="checkbox"/> CIP Code change
<input type="checkbox"/> Basic Technical Certificate	<input type="checkbox"/> Addition or deletion of courses
<input type="checkbox"/> Intermediate Technical Certificate	<input type="checkbox"/> Modification of course number/prefixes
<input type="checkbox"/> Advanced Technical Certificate	<input type="checkbox"/> Course titles
<input type="checkbox"/> Associate of Applied Science Degree	<input type="checkbox"/> Credit/lab/contact hours modification
<input type="checkbox"/> Advanced Associate of Applied Science Degree	<input type="checkbox"/> Catalog descriptions
<input type="checkbox"/> Microcertification	<input type="checkbox"/> Pre/Corequisites
<input type="checkbox"/> Other: (please list _____)	

**Date Submitted:** November 26, 2025

**Effective Date:** August 2026

**Institution Name:** Idaho State University

**Program/Option Title:** Industrial Cybersecurity

*Insert Program Name/Option Title (i.e. Business Technologies/Marketing and Management)*

**Degree/Certificate:** Specialized Certificate

*If a Certificate, indicate type (i.e. Specialized, Basic Technical, Intermediate Technical, or Advanced Technical)*

**CIP Code Number:** 11.1003

**CIP Code Title:** Computer and Information Systems Security/Auditing/Information Assurance

Revised 3/22

**SOC Code  
Examples\*:**

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11-3021.00 - Computer and Information Systems Managers  
15-1212.00 - Information Security Analysts  
15-1231.00 - Computer Network Support Specialists  
15-1241.00 - Computer Network Architects  
15-1241.01 - Telecommunications Engineering Specialists  
15-1242.00 - Database Administrators  
15-1243.00 - Database Architects  
15-1243.01 - Data Warehousing Specialists  
15-1244.00 - Network and Computer System Administrators

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**Submitted by:** Anna Vanderwood

\*The list of SOC codes does not need to be comprehensive but should provide meaningful examples of occupations related to the program.

## Learning Outcomes and Connection to Curriculum

1. List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do, and value or appreciate as a result of completing the program.
  1. Apply Cybersecurity Principles to Industrial Control Systems (ICS)  
Students will be able to identify, analyze, and mitigate cybersecurity risks unique to industrial control environments by applying principles of confidentiality, integrity, and availability across SCADA, PLC, and other operational technologies.
  2. Configure and Secure Programmable Logic Controllers (PLCs)  
Students will demonstrate the ability to implement secure configurations, apply authentication and access controls, and evaluate firmware and network vulnerabilities in PLCs and related control devices.
  3. Design and Defend Critical Infrastructure Networks  
Students will design and assess secure industrial network architectures—incorporating segmentation, DMZs, and defense-in-depth principles—to protect against cyber threats targeting critical infrastructure and cyber-physical systems.
  4. Manage SCADA Operations and Incident Response  
Students will demonstrate the ability to manage SCADA environments, monitor operational data securely, and respond effectively to security incidents through applied detection, analysis, and recovery procedures.
  5. Integrate IT and OT Security Practices within Industrial Environments  
Students will synthesize knowledge of IT network defense and OT operational safety to develop governance strategies, implement industrial cybersecurity frameworks (e.g., NIST CSF, IEC 62443), and ensure compliance with regulatory standards.
2. List any skill assessments or industry certifications that students will be eligible to test for during or at the completion of the program.

Not applicable.

## Program Articulation

1. For existing programs, does the program or proposed changes provide technical competency credit (TCC), dual credit, or other Advanced Opportunities for a high school student? What are the plans for the program if it is a new program?

If so, please list what is provided. Identify the high school(s) and the program(s) involved.

No

2. Explain how stakeholders (i.e. technical advisory committee or industry partners) were involved with providing input to the new program or proposed changes.

The technical advisory committee meets routinely to discuss the needs of industry. There has been growing demand for professional development opportunities in industrial cybersecurity for industry partners such as Idaho National Laboratory. Designed as a fully online offering, the program provides flexibility for working professionals while ensuring hands-on experience.

3. Will the new program or proposed changes articulate to a baccalaureate degree program?

If so, please explain the articulation to a baccalaureate degree program.

Some of the required coursework for the Specialized Certificate align with the requirements for the Bachelor of Applied Science in Cyber-Physical Systems Engineering Technology.

Revised 3/22

### Sequence of Required Courses<sup>1</sup>

<b>Fall Semester/Session</b>			<b>16 (Weeks)</b>
<b>Course Prefix &amp; Number</b>	<b>Course Title</b>	<b>Credit s</b>	<b>Technical or Transfer Credit</b>
CYBR 4490	Cybersecurity for Programmable Controllers	3	Technical
<b>TOTAL</b>		<b>3</b>	

<b>Spring Semester/Session</b>			<b>16 (Weeks)</b>
<b>Course Prefix &amp; Number</b>	<b>Course Title</b>	<b>Credit s</b>	<b>Technical or Transfer Credit</b>
ESET 4440	SCADA Management	3	Technical
CYBR 4481	Defending Critical Infrastructure and Cyber Physical Systems	3	Technical
CYBR 4486	Network Security for Industrial Environments	3	Technical
<b>TOTAL</b>		<b>9</b>	

<b>Summary (32 Weeks)</b>	
<b>Technical Credits</b>	<b>12</b>
<b>Transfer Credits</b>	<b>0</b>
<b>Grand Total</b>	<b>12</b>

<sup>1</sup> Please refer to the NWCCU 2020 [Student Learning Standards](#)



## Course Titles, Descriptions, and Credits

1. List all course titles, descriptions, and credits included in the program.

***CYBR 4481 Defending Critical Infrastructure and Cyber Physical Systems: 3 semester hours.***

Covers system of systems analysis and attack vector analysis as foundational frameworks to guide identification, selection and use of appropriate defensive techniques and technologies for critical infrastructure environments. Lecture/Lab. PREREQ: [ESET 2282](#), [CYBR 3383](#), [CYBR 3384](#) with a minimum grade of C-, or instructor approval. S, D

***CYBR 4486 Network Security for Industrial Environments: 3 semester hours.***

Networking security fundamentals and implementation in industrial environments focusing on hosts, firewalls, and switches. Students will gain knowledge and experience in segmentation, secure access, network and host monitoring, and incident response.. PREREQ: [ESET 2282](#), [CYBR 3383](#) with a minimum grade of C-, or instructor approval. S, D

***CYBR 4490 Cybersecurity for Programmable Controllers: 3 semester hours.***

This course covers advanced concepts in industrial cybersecurity with a focus on programmable controllers. Topics include: the relationship between safety and cybersecurity, PLC secure code, PLC hardening, and secure communications protocols. This course requires students to apply these concepts and capabilities in a realistic environment. PREREQ: ESET 2205 (or other PLC programming course), CYBR 3383, or permission of instructor. F

***ESET 4440 SCADA Management: 3 semester hours***

This course introduces the management perspective of industrial control systems. Students learn to design, deploy, configure and use SCADA and historian software from leading process automation vendors. PREREQ: ESET 1182, ESET 2282, ESET 2205 (or other PLC programming course), or instructor permission. S

**ISU #2025-10 Industrial Cybersecurity (CTE Specialized Certificate)**

5. Resources Required for Implementation. "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.

Estimated Fiscal Impact		FY 2026-27		FY 2027-28		FY 2028-29		FY 2029-30	
A. Revenue		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request									
2. Institution Funds		\$24,000.00		\$24,000.00		\$24,000.00		\$24,000.00	
3. Federal									
4. New Tuition Revenues from Increased Enrollments									
5. Student Fees									
6. Other (Online Program Fee)		\$57,600.00		\$72,000.00		\$86,400.00		\$86,400.00	
<b>Total Revenue</b>		\$81,600	\$0	\$96,000	\$0	\$110,400	\$0	\$110,400	\$0
B. Expenditures		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Personnel		24000		24000		24000		24000	
2. Operating		5000		5000		5000		5000	
3. Equipment									
4. Facilities									
<b>Total Expenditures</b>		\$29,000	\$0	\$29,000	\$0	\$29,000	\$0	\$29,000	\$0
<b>Net Income (Deficit)</b>		\$52,600	\$0	\$67,000	\$0	\$81,400	\$0	\$81,400	\$0

Planned New Programs																
Idaho State University																
Please fill out information on planned new degree programs (Section 1) and new certificates of more than 30 credits (Section 2). Responses should be concise, and it is understood that programs in "exploratory" and "on horizon" status may have less detail in certain areas than those in "planning" status.																
SECTION 1: New Degrees (Associate, Baccalaureate, Graduate)																
Program Name	Degree Designation	Program Description	CIP Code	Intended Modality	Anticipated Delivery Date	Disciplinary Accreditation	Evidence of Student Demand	List of Related Occupations	Industry Partner Support	Existing Concentration or Minor	Faculty	Facilities	Region	Legislative Funding	Status	Academic or Career Technical Education
List planned programs for each year (add rows as needed).	e.g., AAS, BS, PhD	Provide a brief summary of the program. (Limited to 50 words.)	Provide the program 6-digit CIP code, if known.	Indicate if the program will be "On Campus" and/or "Online" (more than 90% of all educational activities are online).	Indicate program effective date.	Specify any disciplinary accreditors for this program (if none, leave blank).	Provide evidence of a reasonable student market for this program or strategies for increasing student demand.	List up to 5 occupations for graduates of this program. If an occupation is an "In-Demand Career" as determined by the Idaho Workforce Development Council, indicate with an asterisk and include the SOC code. See <a href="https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2325.pdf">https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2325.pdf</a>	List any industry advisory councils or other industry stakeholders who have been consulted about the need for this program.	Identify whether the program will be built from an existing concentration, minor, or other programs) at the institution.	Indicate whether <b>existing and/or new</b> faculty lines will be required to deliver the program within the first 5 years.	Indicate whether <b>existing, new, and/or renovated</b> space will be required to deliver the program within the first 5 years.	Provide the regional area (and specific location, if applicable) for each proposed program as defined in Board Policy III.2. If a Statewide Program, indicate "Statewide."	Does the institution plan to request legislative funding to support any aspect of this program? If yes, what is the estimated amount to be requested?	Enter "Planning," "Exploring," or "On Horizon" to indicate the level of intention for each program.	Enter "Academic" or "CTE" to indicate the nature of this program.
Year One (AY 2026-2027)																
Addiction Studies	MA	The MA in Addiction Studies is a comprehensive 30-credit program designed to equip individuals in the health professions and related fields with a deep understanding of	34.0104	100% Online	Fall 2026		Employment of substance abuse, behavioral disorder, and mental health counselors is projected to grow 19 percent from 2023 to 2033, much faster than the	Community-Based Rehabilitation Specialist Substance Use or Recovery Coach Supervisor Advanced Alcohol/Drug Counselor	Idaho Board of Alcohol/Drug Counselor Certification (IBADCC)	existing undergraduate and graduate certificates in Addiction Studies (both 25-credits)	Our addiction studies courses are taught by 1 ISU faculty and 3 adjuncts	No new space/renovation	Online	Professional fee to support matching and maintenance of 300-hour, supervised	Planning	Academic
Artificial Intelligence Sciences	BS	The AI degree would offering an integrated approach across computer science, mathematics, statistics, and engineering, which current programs do not fully cover. By establishing this program, ISU would prepare students to excel in high-	11.0102	On Campus	Fall 2026		The proposed Bachelor of Science in Artificial Intelligence at Idaho State University aims to meet the rising demand for AI professionals, with the Bureau of Labor Statistics projecting a 36% increase in employment for data	Possible work as a data scientist, as an AI programmer, as AI specialist in engineering company		This will be built from combination of courses in the Mathematics and Statistics and Computer Science departments.	The program would require at least one new faculty member who is a specialist in AI	It is expected that current spaces and spaces currently being renovated could be used to teach the courses.	Region V (Pocatello); Region VI (Idaho Falls)	No	Planning	Academic
Automation Engineering Technology	AAS	A program that prepares individuals to apply basic engineering principles and technical skills in support of engineers engaged in developing control and measurement systems and procedures. Includes instruction in	15.0404	On Campus	Fall 2026	ABET ETAC	This is a consolidation of two programs. We are consolidating the Instrumentation Engineering Technology and Electrical Engineering Technology program into one to be more efficient since both	Instrumentation Technician, Electrical Engineering Technician, Automation Technician, Electromechanical Technician, Process Control Technician	This program has a strong Technical Advisory Committee that meets twice per year. Industry participants include	This is a consolidation of the Instrumentation Engineering Technology and Electrical Engineering Technology	Existing faculty will deliver the program.	Existing facilities and equipment will be used.	Region 5 (Pocatello)	No.	Planning	CTE
Cybersecurity	Ph.D.	This program would be offered in collaboration with the University of Idaho. It would fill a need for experts that would perform research in this area. Details have not been	43.0303	Online	Fall 2026		There is a high demand currently for people with expertise in protecting vital computer systems linked to the web. Research in this area is a vital step in securing	University Professor, Cybersecurity Consultant for Private Industry, Cybersecurity Professional for Government Agencies		This program will be built from existing courses at Idaho State University and the University of	An additional faculty may be needed. At this point it is uncertain since the relative contributions to the program from ISU and	Existing or renovated space and resources may be required, likely especially in Idaho Falls	Region III (Meridian); Region IV (Twin Falls); Region V (Pocatello); Region VI (Idaho)	No	Exploring/Planning	Academic
Cybersecurity Strategy and Leadership	MS	Students learn to establish vision and direction for an organization's cybersecurity efforts.	43.0404	On campus	Fall 2026	NSA CAE Designation	Students who are currently taking MBA with emphasis in cybersecurity desire a full cybersecurity degree	Chief Information Security Officer, Information Systems Security Officer, Risk Analyst	ISU's College of Business has prepared cybersecurity leaders for the federal government with	MBA Emphasis in Cybersecurity	Currently 1 FT faculty, 1 FT staff, and 2 Adjunct faculty support this program	Existing facilities support this program	Region V (Pocatello)	No	Planning	Academic
Dental Hygiene, Expansion to Meridian.	BS	This program will be an extension of our current BS in Dental Hygiene degree on the Pocatello campus to the Meridian Campus. Currently there is a national workforce shortage of	51.0602	On Campus, Hybrid	Fall 2026	Commission on Dental Accreditation (CODA)	Currently with the workforce shortage, dental hygiene has a projected increase of 9% in employment from 2023 to 2033, according to the U.S. Bureau of Labor Statistics	In demand career - Dental Hygiene - however, it is not listed on the Idaho Workforce Development Council list. It should be listed.	We have reached out the Idaho Dental Association. Currently there is a workforce shortage of		Two full-time faculty positions needed and 4 adjunct positions needed.	Renovated Space	Statewide	Current professional fee model in the BS entry level degree program will be	Opening of the Meridian Clinic is slated for Fall 2026.	Academic
Interactive Media Design	AAS	The Interactive Media Design program prepares students with the skills to create multimedia content for various platforms, including web, mobile, and HDTV, in the rapidly evolving field	50.0102	On campus	Fall 2026		According to the U.S. Department of Labor, Employment and Training Administration, Web and Digital Interface Designers, Video Game Designers, and Graphic	Web Developers, Web and Digital Interface Designers, Video Game Designers, Web Administrators, Graphic Designers.	A technical advisory committee would consist of businesses such as: H&K Technologies, Blackfoot;	This program may require some beginning drawing classes in the Art Department. We plan on	We do not have faculty but will need 2 full-time instructors.	We have existing classroom and computer lab space in the RFC that could house the program. We	Region 5 (Pocatello)	No	Planning	CTE
Literacy	MEd	The Masters of Education in Literacy program has been suspended since 2020. It is planned to be restarted in F26, with some courses colisted with those in the UG Early Literacy	13.1502	Online	Fall 2026		With literacy being a focus of improvement plans throughout districts in the state, and a call for additional literacy specialists who understand the science of	Teachers and Instructors, All Other* (Title I, Reading Specialists) (25-3097) Elementary teacher * (25-2021)		This is restarting the previous MEd Literacy, but with a couple of course changes to align to	Existing faculty	Existing	Online	No	Planning	Academic
Registered Nursing	AAS	A program that generally prepares individuals in the knowledge, techniques and procedures for promoting health, providing care for sick, disabled, infirmed, or other individuals or groups. Includes instruction in the administration of medication and treatments, assisting a physician during treatments and examinations, Referring patients to physicians and other health care specialists, and planning education for health maintenance.	51.3801	Online	Fall 2026	Accreditation Commission for Education in Nursing (ACEN)	According to Labor data, this occupation is expected to grow rapidly and have a large number of opening through 2033. Idaho projects 194,500 openings with high paying salaries with an average of \$86,000.	Practical Nurse, Acute Care Nurse, Clinical Nurse Specialists, Critical Care Nurses.	We have a strong Advisory Board of nursing professionals from local and regional clinics, hospitals, and home health care.	This is an existing AS degree that will transfer to an AAS in order to condense the general education requirements and add more nursing content allowing students more hands-on skills.	We have two existing faculty and an open line for a third faculty.	We will use existing facilities.	Online	No	Planning	CTE
Respiratory Therapy	AAS	A program that prepares individuals, under the supervision of physicians, to assist in developing respiratory care plans, administer respiratory care procedures, supervise personnel and equipment operation, maintain records, and consult with	51.0908	On Campus	Fall 2026	Commision on Accreditation for Respiratory Care (CoARC)	According to Labor data, this occupation is expected to grow rapidly through 2033 with a projection of 8,200 job openings in Idaho.	Acute care nurses, cardiovascular technicians, critical care nurses, paramedics, radiation therapists.	We have a strong advisory board of respiratory therapy professionals from Portneuf Medical Center, Bingham	This is an existing AS degree that will transfer to an AAS in order to condense the general education requirements and decrease the	We have one existing faculty.	We have existing facilities and equipment.	Region 5 (Pocatello)	No	Planning	CTE
SECTION 2: New Certificates																
Certificate name	Designation	Certificate Description	CIP Code	Intended Modality	Anticipated Delivery Date	Disciplinary Accreditation	Evidence of Student Demand	List of Related Occupations	Industry Partner Support	Existing Concentration or Minor	Faculty	Facilities	Region	Legislative Funding	Status	Academic or Career Technical Education
List planned certificates for each year (add rows as needed).	Type of Certificate	Provide a brief summary of the certificate. (Limited to 50 words.)	Provide the certificate 6-digit CIP code, if known.	Indicate if the program will be "On Campus" and/or "Online" (more than 90% of all educational activities are online).	Indicate certificate effective date.	Specify any disciplinary accreditors for this certificate (if none, leave blank).	Provide evidence of a reasonable student market for this certificate or strategies for increasing student demand.	List 1 or more occupations for recipients of this certificate. If an occupation is an "In-Demand Career" as determined by the Idaho Workforce Development Council, indicate with an asterisk and include the SOC code. See <a href="https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2325.pdf">https://nextsteps.idaho.gov/assets/uploads/2023/09/n-Demand-Career-List-Approved-9-13-2325.pdf</a>	List any industry advisory councils or other industry stakeholders who have been consulted about the need for this certificate.	Identify whether the certificate will be built from an existing concentration, minor, or other programs) at the institution.	Indicate whether <b>existing and/or new</b> faculty lines will be required to deliver the certificate within the first 5 years.	Indicate whether <b>existing, new, and/or renovated</b> space will be required to deliver the certificate within the first 5 years.	Provide the regional area (and specific location, if applicable) for each proposed certificate as defined in Board Policy III.2.	Does the institution plan to request legislative funding to support any aspect of this certificate? If yes, what is the estimated amount to be requested?	Enter "Planning," "Exploring," or "On Horizon" to indicate the level of intention for each certificate.	Enter "Academic" or "CTE" to indicate the nature of this certificate.
Year One (AY 2026-2027)																
Accounting Analytics emphasis	Graduate Emphasis	The Accounting program would like to offer an additional graduate emphasis in Accounting Analytics to meet the needs of our students as the CPA exam and profession becomes	30.7104	On campus and Online	Fall 2026		Accounting professionals and recruiters are encouraging students to get as much training in analytics as possible before graduating.	Certified public accountant, certified managerial accountant, forensic accountant, tax accounting, controller, CFO.		This would be a new emphasis and is contingent on having additional faculty resources to	Existing faculty will be sufficient; no new faculty hires needed.	Existing space is sufficient to offer this certificate.	Online and Region 5 (Pocatello)	No	Planning	Academic
Accounting Analytics	Undergraduate Certificate	The Accounting program would like to offer an additional undergraduate certificate in Accounting Analytics to meet the needs of our students as the CPA exam and profession	30.7104	On campus and Online	Fall 2026		Accounting professionals and recruiters are encouraging students to get as much training in analytics as possible before graduating.	Certified public accountant, certified managerial accountant, forensic accountant, tax accounting, controller, CFO.		This would be a new emphasis and is contingent on having additional faculty resources to	Existing faculty will be sufficient; no new faculty hires needed.	Existing space is sufficient to offer this certificate.	Online and Region 5 (Pocatello)	No	Planning	Academic
Advanced Respiratory Care: Adult Focus	Specialized Certificate	This certificate will enhance practicing Respiratory Therapists' and RNs' knowledge in managing adult and pediatric patients in critical care settings. Students will learn advanced cardio-	51.0908	Online	Fall 2026	Commission on Accreditation for Respiratory Care (CoARC)	Idaho labor data indicates a 23% increase in respiratory care positions through 2033, much faster than the average growth. Nationally, there are 8,200 projected	Respiratory Therapist, Acute Care Nurses, Paramedics	The Respiratory Therapy program has an advisory board that meets twice a year. Industry	This program will consist of courses currently taught in the Respiratory Therapy program.	Existing faculty will teach the courses.	This is an online program and will not need additional facilities	Region 5 (Pocatello)	No	Planning	Academic
Advanced Respiratory Care: Pediatric Focus	Specialized Certificate	This certificate will enhance practicing Respiratory Therapists' and RNs' knowledge in managing adult and pediatric patients in critical care settings. Students will learn advanced cardio-	51.0908	Online	Fall 2026	Commission on Accreditation for Respiratory Care (CoARC)	Idaho labor data indicates a 23% increase in respiratory care positions through 2033, much faster than the average growth. Nationally, there are 8,200 projected	Respiratory Therapist, Acute Care Nurses, Paramedics	The Respiratory Therapy program has an advisory board that meets twice a year. Industry	This program will consist of courses currently taught in the Respiratory Therapy program.	Existing faculty will teach the courses.	This is an online program and will not need additional facilities	Region 5 (Pocatello)	No	Planning	Academic
Applied Artificial Intelligence	Specialized Certificate	A program that focuses on the symbolic inference, representation, and simulation by computers and software of human learning and reasoning processes and capabilities, and the computer modeling of human motor control and motion. Includes instruction in computing theory, cybernetics, human factors, natural language processing, and applicable aspects of engineering technology, and specific end-use applications.	11.0102	Online.	Fall 2026		Typically our ESTEC programs are ABET accredited, but they do not accredit certificate programs.	<b>Manufacturing</b> – as automation or controls technicians, supporting facilities with AI-driven robotics and production systems. <b>Energy and Utilities</b> – in roles maintaining intelligent grid systems, predictive maintenance tools, and cyber-secure infrastructure. <b>Cybersecurity Operations</b> – as industrial cybersecurity analysts or technicians using AI for threat detection and system monitoring in OT environments. <b>Industrial Equipment Providers</b> – supporting the design, integration, and maintenance of AI-enhanced machinery and control systems. <b>Advanced Manufacturing R&amp;D</b> – assisting engineers in implementing machine learning models for quality control, efficiency, and innovation.	Our industry members in our engineering technology advisory committees, including partners from INL, Siemens Energy, Schweitzer Engineering, etc., have identified artificial intelligence as a need for engineering technicians.	The program will be part of the Industrial Cyber-security program housed in the ESTEC department.	A new faculty line (1 FTE) will be required.	No new space will be needed.	Region 5 (Pocatello)	No	Planning	CTE

CONSENT  
 FEBRUARY 18, 2026

ATTACHMENT 2

Athlete Counseling	Certificate	The Athlete Counseling Certificate is a nine-credit program that prepares counselors to support athletes' mental health and well-being throughout their athletic careers and beyond.	42.2815	On campus and synchronous videoconferencing	Fall 2026		Athletes face unique mental health challenges including performance anxiety, identity issues related to sport, career transitions, injury recovery, and balancing athletic and academic responsibilities. This certificate will be available to past graduates that need specializations out in the field. They will be	This certificate will be offered to counselors, social workers, and psychologists, and provides a mental health related approach to working with athletes	Need has been assessed utilizing the Delphi Method and consulting with experts in the Athlete	This certificate will be an elective offered to ISU students in a graduate mental health related	Conner Vrba (Phd graduate intended May 2025, has been hired and will start fall 2025. He will be the instructor for all adjunct instructors.	No additional space needs or requirements at this time.	Region 3 (Meridian), Region 5 (Pocatello)	No	Planning	Academic
Building Automation	Specialized Certificate	An advanced certificate that prepares incumbent workers to apply engineering principles and technical skills in developing, installing, calibrating, modifying and maintaining automated	15.0406	Online	Fall 2026		There is strong support from INL, Climatch, The Haris Company, ATIS Inland, and Mechanical	Building automation technician, Building automation programmer, HVAC Control Programmer, Control Specialists	There is strong support from INL, Climatch, The Haris Company, ATIS Inland, and Mechanical	This certificate will be housed in current ESTEC programs such as Instrumentation Engineering	Existing	Not Applicable	Region 5 (Pocatello)	No.	Planning	CTE
Clinical Psychopharmacology	Graduate Certificate	This certificate is designed for interdisciplinary healthcare providers who seek to expand their knowledge and competencies in the pharmacological treatment of mental	42.2709	online	Fall 2026		There are frequent inquiries to the ISU MSCP program about enrolling as a non-psychologist. Many colleges of pharmacy offer specialization tracks for PharmD	This program is especially beneficial for family practice physicians, advanced practice nurses, physician assistants, pharmacists, psychologists,	Students who are currently taking MBA with emphasis in cybersecurity desire a full cybersecurity degree	ISU's College of Business has prepared cybersecurity leaders for the federal government with	MBA Emphasis in Cybersecurity	Existing faculty will be sufficient; no new faculty hires needed.	Online	No	Planning	Academic
Cybersecurity Strategy and Leadership	Graduate Certificate	Graduate Certificate available to graduate students outside the College of Business	43.0404	Online	Fall 2026	NSA CAE Designation		Students who are currently taking MBA with emphasis in cybersecurity desire a full cybersecurity degree	ISU's College of Business has prepared cybersecurity leaders for the federal government with	MBA Emphasis in Cybersecurity	Existing faculty will be sufficient; no new faculty hires needed.	Existing space is sufficient to offer this certificate.	Online	No	Planning	Academic
Data Science	Undergraduate Certificate	This offering addresses the increasing need for additional research and people versed in new techniques in data processing, machine learning, data handling, and data storage.	30.7001	On Campus	Fall 2026		There is increasing need for additional research and people versed in new techniques in data processing, machine learning, data handling, and data storage.	Informatics specialist, ML programmer, data handling specialist		Built from existing concentrations in the Mathematics and Statistics and Computer Science Depts.	Computer Science, Electrical and Computer Engineering, and Mathematics and Statistics faculty may all contribute. It is expected that there will be new hires in one	existing or space being currently renovated would be used	Region V (Pocatello), Region VI (Idaho Falls)	No	Planning	Academic
Early Literacy	Post-Bacc Certificate	Currently licensed teachers wanting to add an additional endorsement to their Standard Instructional Certificate	13.1202	Online	Fall 2026	CAEP	Increased volume of inquiries through the Kent Center (advising) for adding this endorsement to current teacher licensing.	Elementary School Teachers	Supt. Critchfield priority for Early Literacy	Built from existing courses	existing faculty lines	existing space	Online	No	Planning	Academic
Family Nurse Practitioner (FNP)	Graduate certificate	Idaho State University School of Nursing (SON) would like to open a certificate program allowing advanced practice nurses holding a Master's or Doctorate degree with a Nurse Practitioner license to obtain the necessary education to take	51.3805	more than 90% online	Fall 2026	CCNE		Family nurse practitioner	SON advisory board	existing FNP DNP degree	existing with adjunct support	existing	Region III (Meridian), Region V (Pocatello)	No	Planning	Academic
Grief and Loss	Certificate (9 Credits)	Despite grief and loss being an inevitable experience for everyone, accreditation standards do not currently address ways in which counselors should work with issues that arise from these experiences. This nine credit hour certification will	51.1513	On campus, in future years online delivery will be considered.	Summer 2027		Student market will include our MCoen and PhD students. Since grief and loss is so prevalent in the work that counselors do and that it is not currently included as a focus in our curriculum, students routinely ask for	This certificate would primarily be of interest to counselors, "marriage and family therapists (21-1013), "rehabilitation counselors (21-1015), "social workers (21-1021) (21-1023) (21-1022),	The Association for Adult Development and Aging (a division of the American Counseling Association) grief and	The certificate program and the courses within it will be offered to students within the Department of Counseling.	Faculty and/or adjuncts that specialize in grief and loss will need to teach the 3 course sequence. The development of the curriculum will also take a significant	Existing spaces should be sufficient	Region III (Meridian) to start- Will then add other regions later	No	Planning	Academic
Industrial Controls	Specialized Certificate	A program that prepares individuals to apply basic engineering principles and technical skills in support of engineers engaged in developing control and measurement systems and procedures. Includes instruction in	15.0404	On Campus	Fall 2026		This is an existing program that has low enrollment due to excessive credits. By decreasing the credits to discipline courses only will be able to attract additional students.	Chief Information Security Officer, Information Systems Electrical Technicians	This program is supported by industries who hire Industrial electricians. Past students have been residential electricians that	This is an existing AAS degree that will be converted to a specialized certificate.	Existing Faculty will teach the program.	Not Applicable	Region 5 (Pocatello)	No	Planning	CTE
Industrial Cybersecurity	Graduate Certificate	Program prepares incumbent workers in the fields of IT, Industrial Automation, Cybersecurity, and Engineering to apply cybersecurity into cyber-physical systems. Includes instruction on control system fundamentals, networking, network security, and cyber-informed engineering.	14.4701	We will create an online program with a week-long hands-on intensive.	Fall 2026	Currently an emerging area with no specific accreditation. ABET and member societies, including IEEE are exploring this area for curricular guidance and accreditation.	The Industrial Cybersecurity TAC has been asking for a graduate certificate for a few years now. Incumbent workers always ask whether the current program is available online. We have been working with Graduate School to see if it is possible to stand up a graduate certificate in collaboration with the ISU Informatics Research Institute.	Engineering technician, cybersecurity analyst, Process control engineer	Strong advisory board including members from INL, Accenture, Rockwell Automation	Proposed program will leverage ISU's existing courses by making them available to incumbent workers.	Existing faculty and one new faculty	Online portion will not require new facilities. Intensive will require current facility in Idaho Falls.	Region 5 (Pocatello)	No. We would reallocate existing funds with the support of Academic Affairs.	Planning	Academic
Injectables	Undergraduate Certificate (9 Credits)	This injectables certificate will be offered by the Bachelor of Science Program in Dental Hygiene. This academic certificate meets the needs of licensed dental hygienists, dental hygiene students, and other health professionals or health	12.0409	Online for the two courses of Head & Neck Anatomy. The injectables course will be a hybrid	Fall 2026		Student market will all health professional students that are allowed to administer Botox in their scope of practice (nurses, PA, Pharmacists), dental hygienists, dental hygiene students from other dental hygiene programs,	Pharmacists, NPs, RNs, PAs, and estheticians	Consulted with hygienists who can administer injectables.	It will be built from 2 courses already taught in our current dental hygiene program: Head and Neck Anatomy and Medical	One adjunct faculty for the injectables course.	Existing space used - laboratory in the dental hygiene building on the Pocatello Campus for the injectables course. The other two	Online and Region 5 (Pocatello)	Professional Fees	Planning	Academic
Interactive Media Design	BTC	Core curriculum will include topics such as Ethics, Debt Collection, and Landlord/Tenant law. Students will take specialty classes to increase their capabilities in specific areas of the market.	50.0102	On campus	Fall 2026		According to the U.S. Department of Labor, Employment and Training Administration, Web and Digital Interface Designers, Video Game Designers, and Graphic Designers are occupations that are expected to grow	Web Developers, Web and Digital Interface Designers, Video Game Designers, Web Administrators, Graphic Designers.	HSK Technologies, Blackfoot; Idaho Central Credit Union, Idaho State University (and other higher ed institutes), East Idaho News,	This program may require some beginning drawing classes in the Art Department. We plan on working with the Art Department	We do not have faculty but will need 2 full-time instructors.	We have existing classroom and computer lab space in the RFC that could house the program. We would need to purchase	Region 5 (Pocatello)	No	Planning	CTE
Interactive Media Design	ITC	Core curriculum will include topics such as Ethics, Debt Collection, and Landlord/Tenant law. Students will take specialty classes to increase their capabilities in specific areas of the market.	50.0102	On campus	Fall 2026		According to the U.S. Department of Labor, Employment and Training Administration, Web and Digital Interface Designers, Video Game Designers, and Graphic Designers are occupations that are expected to grow	Web Developers, Web and Digital Interface Designers, Video Game Designers, Web Administrators, Graphic Designers.	HSK Technologies, Blackfoot; Idaho Central Credit Union, Idaho State University (and other higher ed institutes), East Idaho News,	This program may require some beginning drawing classes in the Art Department. We plan on working with the Art Department	We do not have faculty but will need 2 full-time instructors.	We have existing classroom and computer lab space in the RFC that could house the program. We would need to purchase	Region 5 (Pocatello)	No	Planning	CTE
Magnetic Resonance Imaging (MRI)	Certificate	This certificate program would provide classes in Magnetic Resonance Imaging (MRI) education, allowing students complete the didactic and clinical requirements necessary to take the ARRT exam. The program would be 2 concurrent	510920	Online or Hybrid	Fall 2026		Program designed for radiography graduates to train in mammography. Demand for mammographers continues to increase as current workforce ages and mammography screening increases	MRI technologist	Regional health care hospitals, medical clinics, and out-patient imaging clinics	Built as a post-undergrad certificate in the same was as the CT certificate approved last year	Taught by adjuncts and overseen by the Radiographic Science Program. Will need new monies to pay for the adjuncts	No new additional space required	Primarily Region 5 (Pocatello) and Region 6 (Idaho Falls), but possibly other regions or online	No	Planning	Academic
Mammography	Certificate (12-15 credits)	This certificate program would provide classes in Mammography education, allowing students complete the didactic and clinical requirements necessary to take the ARRT exam. The program would be 1-2 concurrent semesters	510919	Online or Hybrid	Fall 2026		Program designed for radiography graduates to train in mammography. Demand for mammographers continues to increase as current workforce ages and mammography screening increases	*Mammographyer, categorized as Radiologic Technologist on the Hot Jobs list, 29-2034	Regional health care hospitals and out-patient imaging clinics	Built as a post-undergrad certificate in the same was as the CT certificate approved last year	Taught by adjuncts and overseen by the Radiographic Science Program. Will need new monies to pay for the adjuncts	No new additional space required	Primarily Region 5 (Pocatello) and Region 6 (Idaho Falls), but possibly other regions or online	No	Planning	Academic
Nuclear Materials Engineering	Graduate Certificate	This certificate would be offered in collaboration with the Univ. of Idaho and would allow a student the opportunity to take extra courses related to Nuclear Materials Engineering and earn a certificate in that area.	141801	online and on Campus	Fall 2026	ABET	Nuclear Materials Engineering is a growing area especially in this region due to our proximity to Idaho National Laboratory and their focus in Nuclear Energy	INL Nuclear Engineer specializing in materials, Nuclear Engineer for private company focusing in nuclear reactors or nuclear microreactors, other government labs working on materials related to		This program will be built largely from existing courses at Idaho State University and the University of Idaho.	Existing faculty lines will be used to deliver the certificate	existing or space being currently renovated would be used	Region V (Pocatello), Region VI (Idaho Falls)	No	Planning	Academic
Robotics Engineering	Certificate	This offering will allow students the opportunity to earn an ABB-certified Certificate in Robotics Engineering. With the new emphasis in AI, there will likely also be a increase in the need for employees versed in using AI and Robotics in a	144201	On Campus	Fall 2026	ABB	The demands for AI and associated Robotics are expected to have large increases in demand as we move into the future.	Robot design, Robot construction, automotive industry		ensure of U of I capabilities	We will need to hire a faculty member for Spring 2026 to replace the ABB-trained one who is leaving ISU. The new faculty member will need to attend training	existing or space being currently renovated would be used	Region V (Pocatello), Region VI (Idaho Falls)	No	Planning	Academic
Teacher to New Endorsement - All Subjects K-8	Post-Bacc Certificate	Teachers with Secondary Education licensing will be able to take the appropriate coursework for Elementary Education Licensing	131202	Online	Fall 2026	CAEP	Increased volume of inquiries through the Kent Center (advising) for alternative pathways to teacher licensing.	Elementary School Teachers	State Board of Education - Teacher Pipeline Report	Built from existing courses	existing faculty lines	existing space	Region 4 (Twin Falls), Region 5 (Pocatello), Region 6 (Idaho Falls)	No	Planning	Academic

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 18, 2026**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	BOISE STATE UNIVERSITY - AUTHORIZATION FOR ISSUANCE OF 2026A GENERAL REVENUE REFUNDING BONDS REFUNDING OF SERIES 2016A BSU GENERAL REVENUE REFUNDING BONDS	Action Item
2	BOISE STATE UNIVERSITY – SPONSORSHIP AND NAMING RIGHTS AGREEMENT FOR STUDENT UNION BUILDING	Action Item
3	UNIVERSITY OF IDAHO - LICENSE AGREEMENT WITH IDAHO STATE UNIVERSITY USE OF TREASURE VALLEY ANATOMY AND PHYSIOLOGY LABORATORY	Action Item
4	IDAHO STATE UNIVERSITY - TREASURE VALLEY ANATOMY AND PHYSIOLOGY LABORATORY EXPANSION	Action Item

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 18, 2026**

**SUBJECT**

Authorization for issuance of 2026A General Revenue Refunding Bonds

**REFERENCE**

April 2016 Idaho State Board of Education (Board) approved issuance of the \$66,145,000 General Revenue Refunding Bonds, Series 2016A

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.F.  
Idaho Code §33-3804

**BACKGROUND/DISCUSSION**

Boise State University requests the Board's approval to issue tax-exempt general revenue refunding bonds in a not to exceed aggregate principal amount of up to \$46,120,000 ("Series 2026A Bonds") pursuant to a Supplemental Resolution.

The University periodically reviews outstanding bond issues in light of current market conditions to determine whether such bonds warrant refinancing to take advantage of lower interest rates. The University will not be extending the maturity dates of existing bonds but will be achieving savings through lower interest rates.

The bonds proposed to be refunded include, depending on market conditions, all or a portion of the University's General Revenue Refunding Bonds, Series 2016A that mature after April 1, 2026. In the event market conditions at the time of the bond sale do not result in aggregate net present value savings of at least three percent (3.0%) of the principal amount of the refunded bonds certain maturities of the proposed refunded bonds will not be refunded.

Principal Amount

The aggregate principal amount of the Series 2026A shall not exceed \$46,120,000.

Final Maturity

The final maturity of the Series 2026A Bonds shall not be later than the last maturity of the refunded bonds.

Amortization Plan

The amortization schedule of the Series 2026A Bonds will be matched to the maturities that are included in the refinancing.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 18, 2026**

Interest Rates

The interest rates of the Series 2026A Bonds will be determined on the day of pricing. The true interest costs, cost of the Series 2026A Bonds shall not exceed the rates that will achieve net present value savings in debt service of at least three percent (3.0%) of the principal amount of the refunded bonds.

Source of Security

General revenue pledge of the University, excluding general account appropriated funds, or restricted grants, contract revenues, gifts and scholarships.

Ratings

The University's current ratings are Aa3 and A+ by Moody's Investors Service and S&P Global Ratings, respectively (see 2025A reports as Attachments 3 and 4).

Rating agency reviews on this issuance will be conducted in February 2026, in anticipation of the 2026A Bond issuance.

Boise State's financial profile on June 30, 2025, is consistent with the profile as of the 2025A ratings report. As such, it's management's expectation that the ratings will remain the same after issuance of the 2026A Bonds.

**IMPACT**

Lower interest rates on the refunding will result in total, as well as present value, debt service savings. The exact amount of savings will be determined when the bonds are priced.

After this issuance, the University's debt burden ratio is anticipated to average 4.00% over the next ten years, well below the policy limit of 8%.

**ATTACHMENTS**

- Attachment 1 - Draft Preliminary Official Statement - 2026A Bonds
- Attachment 2 - Supplemental Bond Resolution - Series 2026A Bonds
- Attachment 3 - Prior Moody's Rating Report
- Attachment 4 - Prior Standard & Poor's Rating Report
- Attachment 5 - Ten-year Debt Projection

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff has reviewed Boise State University's (BSU) request to issue General Revenue Refunding Bonds Series 2026A, in an aggregate principal amount not to exceed \$46,120,000. The proposed issuance is intended solely to refund a portion of the BSU's outstanding Series 2016A bonds to achieve debt service savings and does not extend the final maturity of the refunded obligations.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 18, 2026**

The transaction structure includes safeguards requiring that the refunding achieve a minimum net present value savings of at least three percent (3.0%) of the principal amount of the refunded bonds. If market conditions do not support achieving this threshold, affected maturities will not be refunded. This approach aligns with best practices for refunding transactions and protects against uneconomic issuance.

Based on the ten (10) year debt projection, the refunding is expected to reduce total debt service by approximately \$2.0 million over the life of the bonds, while also maintaining the BSU's debt burden ratio at an average of approximately 4.0% of the operating budget. This is well below the Board's policy limit of 8%. The refunding improves affordability metrics without increasing leverage or constraining future capital flexibility.

The Series 2026A Bonds will be secured by the BSU's existing general revenue pledge on parity with outstanding bonds. No state appropriations or restricted funds are pledged. BSU's pledged revenue base remains strong, supported by stable enrollment, diversified auxiliary and enterprise revenues, and consistent operating performance.

Rating agency reports from Moody's Investors Service and S&P Global Ratings indicate that BSU maintains strong credit quality, solid operating margins, adequate liquidity, and manageable leverage. BSU's current ratings (Aa3 / A+) will be maintained following issuance, subject to customary rating agency review.

Board staff finds that the proposed issuance complies with applicable statutes, Board policy, and prior authorizations, and that the use of delegated authority appropriately balances market flexibility with Board oversight.

Board staff recommends approval.

**BOARD ACTION**

I move to approve a Supplemental Resolution for the Series 2026A Bonds, the title of which is as follows:

SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Refunding Bonds, Series 2026A, of Boise State University; delegating authority to approve the terms and provisions of the bonds and the principal amount of the bonds up to \$46,120,000; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the bonds.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



New Issue—Book Entry Only

MOODY'S RATING: [●]  
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 2026A 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 2026A Bonds (the "Tax Code"), and (ii) interest on the 2026A 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 2026A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS" herein.*



**\$[●]\***  
**BOISE STATE UNIVERSITY**  
**GENERAL REVENUE REFUNDING BONDS,**  
**SERIES 2026A**

**Dated: Date of Delivery**

**Due: April 1, as shown on the inside cover**

The above captioned Boise State University General Revenue Refunding Bonds, Series 2026A in the aggregate principal amount of \$[●]\* (the "2026A Bonds") will be issued by Boise State University (the "University") pursuant to a Master Resolution adopted by the Board of Trustees of the University on September 17, 1992, as supplemented and amended, including a Supplemental Resolution adopted on February 18, 2026.

The proceeds of the 2026A Bonds will be used to (i) refinance all or a portion of the University's outstanding General Revenue Refunding Bonds, Series 2016A, and (ii) pay costs of issuing the 2026A Bonds. The 2026A 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 2026A Bonds. Interest on the 2026A Bonds is payable on each October 1 and April 1, commencing October 1, 2026. The 2026A Bonds are subject to optional and mandatory sinking fund redemption as described herein. The 2026A 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 2026A BONDS" herein.

THE 2026A 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 2026A 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 2026A BONDS. THE UNIVERSITY IS NOT AUTHORIZED TO LEVY OR COLLECT ANY TAXES OR ASSESSMENTS, OTHER THAN THE PLEDGED REVENUES DESCRIBED HEREIN, TO PAY THE 2026A BONDS. THE UNIVERSITY HAS NO TAXING POWER.

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**See Inside Cover for Maturity Schedule**

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The 2026A Bonds are offered when, as and if issued and received by the Underwriter (hereinafter defined), subject to the approval of legality by Hawley Troxell Ennis & Hawley LLP, bond counsel, and certain other conditions. Certain matters will be passed on for the University by its Office of General Counsel, and for the Underwriter by its legal counsel, Foster Garvey PC, and by Hawley Troxell Ennis & Hawley LLP, in its capacity as disclosure counsel to the University. It is expected that the 2026A Bonds will be available for delivery through the facilities of DTC on or about [●], 2026.\*



**BOISE STATE UNIVERSITY**

**\$[●]\*  
GENERAL REVENUE REFUNDING BONDS,  
SERIES 2026A**

DUE*	PRINCIPAL AMOUNT*	INTEREST RATE	YIELD	CUSIP No.** 097464
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\* 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 Underwriter and are included solely for the convenience of the holders of the 2026A Bonds. Neither the University nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2026A Bonds or as indicated above.

**THE IDAHO STATE BOARD OF EDUCATION**

**AND BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY**

Kurt Liebich, President  
Cally J. Roach, Secretary  
Shawn Keough  
Debbie Critchfield

William G. Gilbert, Jr., Vice President  
Peter C. Koehler  
Cindy Siddoway  
David Turnbull

Jennifer White, Executive Director

**UNIVERSITY OFFICIALS**

Jeremiah B. Shinn, Ph.D. – Interim President and Vice President  
for Student Affairs and Enrollment Management

Zeynep Hansen, Ph.D. – Interim Provost  
and Vice President for Academic Affairs

Stacy Pearson, MPA – Interim Chief Financial Officer and  
Bursar

Nancy Glenn, Ph.D. – Vice President for Research and  
Economic Development

Nicole Pantera, General Counsel

**UNDERWRITER**

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Phone: (212) 526-7000

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(415) 263-2439

**MUNICIPAL ADVISOR**

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Boise, ID 83702  
(208) 344-8561

TABLE OF CONTENTS<sup>1</sup>

	Page
INTRODUCTION .....	1
General .....	1
Boise State University .....	1
Authorization For And Purpose Of The 2026A Bonds .....	1
Security For The 2026A Bonds .....	2
Additional Bonds .....	2
Tax Matters .....	2
THE 2026A BONDS .....	2
Description Of The 2026A Bonds .....	2
Book-Entry System .....	3
Redemption and Open Market Purchase .....	3
SECURITY FOR THE 2026A BONDS .....	5
General .....	5
Pledged Revenues .....	5
Historical Revenues Available For Debt Service .....	7
Flow Of Funds .....	7
Rate Covenant .....	7
Additional Bonds .....	7
No Debt Service Reserve .....	8
THE REFUNDING PROJECT .....	8
SOURCES AND USES OF FUNDS .....	9
DEBT SERVICE REQUIREMENTS .....	10
THE UNIVERSITY .....	11
University Governance And Administration .....	11
Certain University Facilities .....	13
Student Body .....	16
Employees .....	17
Employee Retirement Benefits .....	17
Insurance .....	19
FINANCIAL INFORMATION REGARDING THE UNIVERSITY .....	19
State Appropriations .....	19
Grants And Contracts .....	20
Budget Process .....	21
Investment Policy .....	21
No Interest Rate Swaps .....	21
Boise State University Foundation, Inc. ....	22
Future Capital Projects .....	22
Leases .....	23
Cybersecurity and Technological Reliability .....	23
Outstanding Debt .....	24
Financial Statements .....	24
Factors and Events That Could Impact University Finances .....	24
Changing Nature of College Athletics .....	26
TAX MATTERS .....	27
MUNICIPAL ADVISOR .....	29

<sup>1</sup> To be updated.

UNDERWRITING .....	30
RATINGS .....	30
LITIGATION .....	30
APPROVAL OF LEGAL MATTERS .....	31
CONTINUING DISCLOSURE .....	31

APPENDIX A– Audited Financial Statements of the University for the Fiscal Years Ended June  
30, 2024 and 2025

APPENDIX B – Estimated Schedule of Student Fees

APPENDIX C – Glossary of Terms Used in the Resolution and Official Statement

APPENDIX D – Summary of Certain Provisions of the Resolution

APPENDIX E – Proposed Form of Continuing Disclosure Undertaking

APPENDIX F – Proposed Form of Opinion of Bond Counsel

APPENDIX G – Book Entry Only System

**GENERAL INFORMATION**

No dealer, broker, salesperson or other person has been authorized by the Board (as hereafter defined), the University or Barclays Capital Inc. (the “*Underwriter*”) to give any information or to make any representations with respect to the 2026A Bonds, other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board, the University or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the 2026A Bonds, nor shall there be any sale of the 2026A Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been furnished by the University, the Board, DTC and certain other sources that the University believes to be reliable but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University, or any other person or entity discussed herein since the date hereof.

In connection with this offering, the Underwriter may over-allot or effect transactions that stabilize or maintain the market price of the 2026A Bonds at levels above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Official Statement contains “forward-looking statements” that are based upon the University’s current expectations and its projections about future events. When used in this Official Statement, the words “project,” “estimate,” “intend,” “expect,” “scheduled,” “pro forma” and similar words identify forward-looking statements. Forward-looking statements are subject to known and unknown risks, uncertainties and factors that are outside of the control of the University. Actual results could differ materially from those contemplated by the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The University has no plans to issue any updates or revise these forward-looking statements based on future events.

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.

**PRELIMINARY OFFICIAL STATEMENT**

**BOISE STATE UNIVERSITY**

**[\$●]\***

**GENERAL REVENUE REFUNDING BONDS,  
SERIES 2026A**

**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 [\$●]\* Boise State University General Revenue Refunding Bonds, Series 2026A (the “2026A 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 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.”

**BOISE STATE UNIVERSITY**

Boise State University (the “*University*”) is a publicly supported, multi-disciplinary institution of higher education located in Boise, Idaho. The University has the largest student enrollment of any public university in the State of Idaho (the “*State*”), with an official Fall 2025 enrollment of 28,519 students (based on headcount, with full-time-equivalent enrollment of 19,575) as of the October 15, 2025 census date. The State Board of Education serves as the Board of Trustees of the University (the “*Board*”), the governing body of the University. In January 2019, the Carnegie Classification of Institutions of Higher Education classified the University as a Doctoral Research University with “high research activity.”

**AUTHORIZATION FOR AND PURPOSE OF THE 2026A BONDS**

The 2026A Bonds are being issued pursuant to and in compliance with Title 33, Chapter 38, Idaho Code, as amended, and a resolution adopted by the Board on September 17, 1992, as previously supplemented and amended (the “*Master Resolution*”), and as further supplemented by a resolution adopted by the Board on February 18, 2026 authorizing the issuance of the 2026A Bonds (the “*2026A Supplemental Resolution*” and together with the Master Resolution, collectively the “*Resolution*”).

Pursuant to the Master Resolution, the Board has previously authorized the issuance of various series of General Revenue Bonds (the “*Outstanding Bonds*”), which as of January 1, 2026, were outstanding in the principal amount of \$249,525,000. The 2026A Bonds, the Outstanding Bonds, and any Additional Bonds hereafter issued under the Resolution are referred to herein as the “Bonds.” See “DEBT SERVICE REQUIREMENTS” and “FINANCIAL INFORMATION REGARDING THE UNIVERSITY—Outstanding Debt.”

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\* Preliminary, subject to change.

The proceeds of the 2026A Bonds will be used to (i) refinance all or a portion of the University's outstanding General Revenue Refunding Bonds, Series 2016A (the "*Refunded Bonds*"), and (iii) pay costs of issuing the 2026A Bonds. See "SOURCES AND USES OF FUNDS" herein. The refinancing of the Refunded Bonds is referred to herein as the "Refunding Project."

#### **SECURITY FOR THE 2026A BONDS**

The 2026A Bonds are secured by Pledged Revenues on parity with the other Bonds. Pledged Revenues include (i) Student Fees; (ii) Sales and Service 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 non-auxiliary advertising, vending in non-auxiliary buildings, postage and printing (the "*Other Operating Revenues*"); (v) unrestricted income generated on investments of moneys in all funds and accounts of the University (the "*Investment Income*"), and (vi) other revenues the Board shall designate as Pledged Revenues, but excluding State appropriations and Restricted Fund Revenues. "Revenues Available for Debt Service" means (a) revenues described in clauses (i), (iii), (iv), (v), and (vi) above and (b) revenues described in clause (ii) above less Operation and Maintenance Expenses of the Auxiliary Enterprises.

Under the Resolution, the University has covenanted to establish and maintain Pledged Revenues sufficient, together with other Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such Fiscal Year. See "SECURITY FOR THE 2026A 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 2026A Bonds, and its other parity Outstanding Bonds, subject to the satisfaction of certain conditions contained in the Resolution. See "SECURITY FOR THE 2026A BONDS—Additional Bonds."

#### **TAX MATTERS**

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described herein, interest on the 2026A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the 2026A Bonds (the "*Tax Code*"), and interest on the 2026A 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 for tax years beginning after December 31, 2022. In addition, interest on 2026A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS" herein.

#### **THE 2026A BONDS**

##### **DESCRIPTION OF THE 2026A BONDS**

The 2026A 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 2026A Bonds shall bear interest from their date at the rates set forth on the inside cover page of this Official Statement. Interest on the 2026A Bonds is payable on April 1 and October 1 of each year, beginning October 1, 2026. Interest on the 2026A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The Bank of New York Mellon Trust Company, N.A., is the trustee and paying agent for the 2026A Bonds (the “*Trustee*”).

The 2026A Bonds will be issued as fully-registered bonds, initially in book-entry form only, in denominations of \$5,000 or any integral multiple thereof.

#### **BOOK-ENTRY SYSTEM**

The Depository Trust Company, New York, New York (“*DTC*”), will act as initial securities depository for the 2026A Bonds. The ownership of one fully registered Series 2026A 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 & Co., as nominee for DTC. For so long as the 2026A 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 2026A Bonds.

Payment of interest on the 2026A Bonds will be made by wire transfer to the Registered Owner (initially, Cede & Co., as nominee of DTC) as of the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date (the “*Record Date*”), except that, if and to the extent that there is a default in the payment of the interest due on any interest payment date, such defaulted interest will be paid to the Registered Owner in whose name any such Series 2026A Bond is registered at the close of business on the fifth Business Day next preceding the date of payment of such defaulted interest.

*See Appendix G 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 2026A Bonds should confirm this information with DTC or its participants.*

#### **REDEMPTION AND OPEN MARKET PURCHASE**

[*Optional Redemption.*\* The 2026A Bonds maturing on or after April, 20\_\_ are subject to redemption at the election of the University at any time on or after April, 20\_\_, in whole or in part, from such maturities as may be selected by the University. Such optional redemption of the 2026A Bonds shall be at a price of 100% of the principal amount of the 2026A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption.]

[*Mandatory Sinking Fund Redemption.*\* The 2026A Bonds maturing on April 1, 20\_\_ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the 2026A 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:]

\* Preliminary, subject to change.

APRIL 1  
OF THE YEAR

MANDATORY  
REDEMPTION AMOUNT

\$

\*

---

\* Stated Maturity.

[The 2026A Bonds maturing on April 1, 20\_\_ are subject to mandatory sinking fund redemption prior to their stated maturity, at a price of 100% of the principal amount of the 2026A Bonds to be so redeemed, plus accrued interest to the date fixed for redemption, on April 1 of the years, and in the amounts, shown below:]

APRIL 1  
OF THE YEAR

MANDATORY  
REDEMPTION AMOUNT

\$

\*

---

\* Stated Maturity.

*Notice of Redemption.* The Resolution requires the Trustee to give notice of any redemption of the 2026A 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 2026A 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 2026A Bonds, unless upon the giving of such notice such 2026A 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 2026A 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 2026A 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 of the 2026A Bonds are to be redeemed, the particular maturities of such 2026A Bonds or portions thereof to be redeemed shall be selected randomly in accordance with DTC procedures. If the 2026A Bonds are no longer held by DTC, they shall be selected randomly in accordance with the Trustee's procedures.

*Effect of Redemption.* When called for redemption as described above, the 2026A 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 2026A Bonds will not be deemed to be Outstanding as of such redemption date.

*Open Market Purchase.* The University has reserved the right to purchase the 2026A Bonds on the open market at a price equal to or less than par. In the event the University purchased the 2026A Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the 2026A 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 2026A Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the term 2026A Bonds so purchased are to be credited against the Mandatory Redemption Amounts next becoming due. All 2026A Bonds so purchased are to be cancelled.

### **SECURITY FOR THE 2026A BONDS**

#### **GENERAL**

The 2026A Bonds are secured by Pledged Revenues on parity with all Bonds previously issued 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; and
- (vi) 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, 2025 AND 2024.”

#### **PLEDGED REVENUES**

*Student Fees.* The University assesses and collects a variety of fees from students enrolled at the University. Board approval for most of these student fees is required, but the Board has delegated approval of certain student fees to the University President. The Board may assess fees at any time during the year, and has authority to establish the fees unilaterally, without review or approval by the students, the State, or any other governmental or regulatory body. In practice, however, the Board sets Board-approved student fees annually. Prior to the Board meeting at which fees are set, public hearings concerning the fees are held and student participation is actively solicited. Board-approved “Student Fees” include (i) Tuition Fees, (ii) Capital Projects and Facilities Fees, (iii) Technology Fees, (iv) Activities Fees, (v) Graduate/Professional Fees, (vi) Western Undergraduate Exchange Fees, and (vii) Non-Resident Tuition Fees, and other charges and fees as more fully described in the attached Schedule of Student Fees for Fiscal Year 2026. See “APPENDIX B— ESTIMATED SCHEDULE OF STUDENT FEES.”

The revenues derived from Student Fees for Fiscal Year 2024 and Fiscal Year 2025 were approximately \$233,692,067 and \$244,119,678, respectively.

For the 2023-24 academic year, the University increased fees by 5%. For the 2024-25 academic year, the University increased fees by 3%. In May 2025, the Board approved a fee increase of 3.5% for the 2025-2026 academic year. The annual tuition and student fees assessed against full-time undergraduate students for the 2025-2026 academic year are \$9,364 (Idaho residents) and \$28,478 (non-Idaho residents).

*Sales and Services Revenues.* Sales and Services Revenues include revenues generated through operations of Auxiliary Enterprises. The majority of these revenues are generated through housing and student union operations; bookstore sales; ticket and event sales from the ExtraMile Arena, Albertsons Stadium, and Morrison Center; parking charges; and recreation center activity charges. Sales and Services Revenues also include revenues generated incidentally to the conduct of instruction, research and public service activities, including unrestricted revenues generated by the University's public radio station, testing services provided by University labs, and sales of scientific and literary publications, and revenues from miscellaneous operations. See "THE UNIVERSITY—Certain University Facilities" for a description of the University's major facilities from which Sales and Services Revenues are derived.

Sales and Services Revenues for Fiscal Year 2024 and Fiscal Year 2025 were \$102,255,765 and \$124,888,657, respectively. See "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2025 AND 2024."

*Facilities and Administrative 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 Activity. Unlike the revenues for direct costs of Sponsored Activity, F&A Recovery Revenues are not restricted and are included in Pledged Revenues. F&A Recovery Revenues for Fiscal Year 2024 and Fiscal Year 2025 were \$12,207,721 and \$12,001,199, respectively.

The University has focused on expanding Sponsored Activity. Federally funded grants and contracts expenditures for Fiscal Year 2024 and Fiscal Year 2025 were \$61,089,368 and \$62,796,789, respectively. Non-federally funded grants and contracts for Fiscal Year 2024 and Fiscal Year 2025 were \$10,693,988 and \$10,669,924, respectively.

*Other Operating Revenues.* The University receives other miscellaneous revenues in the course of its operations. Examples of Other Operating Revenues include revenues generated through certain non-auxiliary advertising, vending machines in non-auxiliary facilities, and postage and printing services. Other Operating Revenues for Fiscal Year 2024 and Fiscal Year 2025 were \$1,936,827 and \$1,912,271, respectively. See "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2025 AND 2024" and "FINANCIAL INFORMATION REGARDING THE UNIVERSITY."

*Investment Income.* Investment Income included in Pledged Revenues includes all unrestricted investment income. Investment Income included in Pledged Revenues for Fiscal Year 2024 and Fiscal Year 2025 was \$12,228,166 and \$12,647,013, respectively. See "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2025 AND 2024."

**HISTORICAL REVENUES AVAILABLE FOR DEBT SERVICE**

The following table shows the Pledged Revenues and the Revenues Available for Debt Service for Fiscal Years 2021 through 2025. As described under “DEBT SERVICE REQUIREMENTS,” the University estimates that the maximum annual debt service on the Bonds upon the issuance of the 2026A Bonds will be approximately \$[●]\*

	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Student Fees	\$200,760,211	\$211,455,181	\$220,107,450	\$233,692,067	\$244,119,678
Sales and Services Revenues <sup>1</sup>	42,746,744	77,669,214	95,144,644	102,255,765	124,888,657
F&A Recovery Revenues	9,934,538	10,632,268	11,432,416	12,207,721	12,001,199
Other Operating Revenues	1,425,149	1,269,087	1,157,017	1,936,827	1,912,271
Investment Income	1,385,811	953,328	5,850,289	12,228,166	12,647,013
<b>TOTAL</b>	<b>\$256,252,453</b>	<b>\$301,979,078</b>	<b>333,691,816</b>	<b>362,320,547</b>	<b>395,568,818</b>
Less Operation and Maintenance Expenses of Auxiliary Enterprises	(62,938,076)	(79,778,517)	(110,389,200)	(116,613,843)	(128,349,813)
<b>Revenues Available for Debt Service (Pledged Revenues less Operation and Maintenance Expenses of Auxiliary Enterprises)</b>	<b><u>\$193,314,377</u></b>	<b><u>\$222,200,562</u></b>	<b><u>\$223,302,616</u></b>	<b><u>\$245,706,703</u></b>	<b><u>\$267,219,005</u></b>

\* Preliminary, subject to change.

**FLOW OF FUNDS**

The Resolution creates the Revenue Fund, which is held by the University. All Pledged Revenues are required to be deposited in the Revenue Fund. At least five days before each payment date, money in the Revenue Fund is required to be transferred to the Debt Service Account held by the Trustee, for payment of interest, principal, and redemption premium, if any, coming due on the Bonds.

Amounts remaining in the Revenue Fund may be applied, free and clear of the lien of the Resolution, for any lawful purpose of the University, as provided in the Resolution. The University has historically used and intends to continue to use any excess moneys 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 Pledged Revenues available or to be available in the Debt Service Account to pay Debt Service for the Fiscal Year, to produce Revenues Available for Debt Service in each Fiscal Year equal to not less than 110% of Debt Service on the Bonds Outstanding for each such 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 described 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 the filing with the Trustee of:

(i) 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 Bonds; and

(ii) A Written Certificate of the University to the effect that Estimated Revenues Available for Debt Service equal at least 110% of the Maximum Annual Debt Service on all Bonds to be outstanding upon the issuance of the Additional Bonds for (a) each of the Fiscal Years 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 (b) the University's current Fiscal Year and any succeeding Fiscal Year during which any Bonds will be outstanding, if interest during construction of the Project being financed by the Additional Bonds is not capitalized (a "*Coverage Certificate*"). See "APPENDIX D—SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION—Additional Bonds."

*Refunding Bonds.* The University may issue Additional Bonds to refund Bonds issued under the Resolution by providing certificates similar to those described above in (i) and (ii). Alternatively, Additional Bonds may be issued to refund Bonds issued under the Resolution without compliance with the requirements described above if the Additional Bonds do not increase debt service by more than \$25,000 per year.

The University may issue Additional Bonds for the purpose of refunding any of its obligations that were not issued under the Resolution if it files with the Trustee (i) a copy of the Supplemental Resolution authorizing the issuance of the Additional Bonds and providing that any revenues securing such refunded obligations shall become part of the Pledged Revenues securing the Bonds issued under the Resolution, (ii) the Coverage Certificate described above, and (iii) a Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution.

#### **NO DEBT SERVICE RESERVE**

There is no debt service reserve requirement with respect to the 2026A Bonds or the Outstanding Bonds.

#### **THE REFUNDING PROJECT**

The University is pursuing the Refunding Project for debt service savings. A portion of the proceeds of the 2026A Bonds will be used to currently refund all or a portion of the Refunded Bonds maturing on the dates shown below.

A portion of the proceeds of the 2026A Bonds will be irrevocably deposited in the escrow account to be held by The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "*Escrow Agent*") as created under and directed by the Escrow Agreement dated the date of delivery of the 2026A Bonds between the University and the Escrow Agent (the "*Escrow Agreement*"), to refund the Refunded Bonds. Such amounts will be used to (i) provide cash, (ii) purchase (Y) direct obligations of the United States of America, or (Z) other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, including certificates evidencing ownership of serially maturing interest payments and principal payments on United States Treasury notes or bonds, or (iii) any combination of the foregoing, that are sufficient to pay the interest on the Refunded Bonds as the same falls due and the redemption price of, and accrued interest on, the Refunded Bonds on their redemption date. See "SOURCES AND USES OF FUNDS."

The Refunded Bonds, which mature in the following amounts and on the following dates and bear interest at the following rates, may be called for redemption, in the event such call would result in net present value

savings in accordance with the Resolution, on [April 1, 2026], at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon:

April 1  
Year

Amount

Interest Rate

\$

%

**SOURCES AND USES OF FUNDS**

The sources and uses of funds with respect to the 2026A Bonds are estimated to be as follows:

SOURCES:	
Principal Amount of 2026A Bonds .....	\$ _____
Net Original Issue Discount/Premium of 2026A Bonds .....	_____
TOTAL	\$ _____
.....	
USES:	
Refunding of Refunded Bonds .....	\$ _____
Costs of Issuance* .....	_____
TOTAL	\$ _____
.....	

\* Includes legal, rating agency, trustee, paying agent, escrow agent, and municipal advisor fees and underwriter's discount.

*(Remainder of page intentionally left blank.)*

**DEBT SERVICE REQUIREMENTS**

The following table shows the debt service requirements for the Outstanding Bonds and the 2026A Bonds.

FISCAL YEAR ENDING 6/30	<u>OUTSTANDING BONDS<sup>1</sup></u>	<u>2026A BONDS</u>		<u>TOTAL</u>
		<u>PRINCIPAL</u> *	<u>INTEREST</u>	
2026	\$21,054,992			
2027	21,040,799			
2028	21,034,385			
2029	21,039,902			
2030	21,059,819			
2031	21,076,569			
2032	21,053,369			
2033	21,060,569			
2034	21,119,856			
2035	21,152,706			
2036	21,154,456			
2037	21,154,126			
2038	12,012,305			
2039	12,000,569			
2040	10,222,315			
2041	9,542,207			
2042	9,532,231			
2043	8,629,058			
2044	8,630,792			
2045	8,628,303			
2046	8,627,342			
2047	8,627,158			
2048	6,827,002			
2049	5,886,211			
2050	5,884,998			
2051	4,728,113			
2052	4,727,488			
2053	4,726,288			
2054	1,869,000			
TOTAL	<u>\$384,102,928</u>		\$ _____	\$ _____

\* Preliminary, subject to change.

<sup>1</sup> Includes debt service for the Refunded Bonds.

*(Remainder of page left intentionally blank.)*



**THE UNIVERSITY**

The main campus is located in Boise, Idaho, with convenient access to the governmental institutions and commercial and cultural amenities located in the capital city. The Boise City-Nampa metropolitan area has an estimated population of 846,000. As of June 30, 2025, the University employed approximately 5,755 faculty and staff (including 1,696 student employees).

The University administers baccalaureate, masters, and doctoral programs through eight academic colleges and one school - Arts and Sciences, Business and Economics, Education, Engineering, Graduate Studies, Health Sciences, Honors College, Innovation and Design and the School of Public Service. More than 5,400 students graduated from the University in academic year 2024-25, including 88 doctoral candidates.

The University is classified as a doctoral research institution with high research activity by the Carnegie Classification of Institutions of Higher Education. The University is home to 36 research centers and institutes, including the Center for Health Policy, the Biomedical Research Center, the Raptor Research Center, and the Institute for Advancing American Values.

Student athletes compete in NCAA intercollegiate athletics at the Division I-A level on seven men's and eleven women's teams in 12 sports. The University also hosts Boise State Public Radio Network, which provides separate news and music stations across a statewide network of 20 transmission sites. It is the lead station for the Mountain West News Bureau, a multi-state collaboration of public radio news outlets. Its national partners include NPR, PRX, and APM, as well as the BBC.

Full accreditation has been awarded by the Northwest Commission on Colleges and Universities through 2026, and a number of the University's academic programs have also obtained specialized accreditation. Evaluators found significant evidence that the University is well-situated for its Spring 2026 Evaluation of Institutional Effectiveness report and visit.

**UNIVERSITY GOVERNANCE AND ADMINISTRATION**

The responsibility for overall management and determination of University policy and standards is vested with the Board, which also serves as the Idaho State Board of Education, the Regents of the University of Idaho in Moscow, the Board of Trustees for Idaho State University in Pocatello, the Board of Trustees for Lewis Clark State College in Lewiston, and the State Board for Professional Technical Education and Vocational Rehabilitation. The Board also oversees aspects of the public community colleges in Idaho, in concert with their respective boards. 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.

*(Remainder of page intentionally left blank)*

**BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY  
AND STATE BOARD OF EDUCATION**

NAME	RESIDENCE	OCCUPATION	TERM EXPIRES JUNE 30
Kurt Liebich (President)	Boise	Chairman/CEO RedBuilt LLC/New Wood Resources LLC	2029
William G. Gilbert, Jr. (Vice President)	Boise	Co-Founder of Caprock	2026
Cally J. Roach (Secretary)	Fairfield	Retired V.P. of Corporate Relations – Clear Springs Foods	2028
Shawn Keough	Sandpoint	Executive Director- Associated Logging Contractors	2029
Peter C. Koehler	Caldwell	Retired U.S Army Officer and Former Educator	2030
Cindy Siddoway*	Terreton	Owner of Sheep Ranch and Elk/Bison Hunting Preserve	2025
David Turnbull	Eagle	Owner of Brighton Corporation	2029
Debbie Critchfield **	Oakley	Superintendent of Public Instruction	Elected

\* Ms. Siddoway's term expired on June 30, 2025, however a Board member continues to serve after the expiration of their term until a successor has been appointed.

\*\* Ms. Critchfield was elected State Superintendent of Public Instruction in 2022 for a four-year term ending January 3, 2027.

The State Board of Education has an approximately 90-member, full time professional staff headed by Jennifer White, Executive Director. Ms. White was appointed by Governor Little in 2025 and is awaiting Idaho Senate confirmation.

*University Officers.* The President of the University and their staff are responsible for the operation of the University and the fulfillment of its academic mission. The President is selected by and serves at the pleasure of the Board. Members of the President's management team are appointed by the President and serve at their pleasure. The President and their principal staff are listed below, with brief biographical information concerning each.

*Jeremiah B. Shinn, Ph.D. – Interim President and Vice President for Student Affairs and Enrollment Management.* The Idaho State Board of Education appointed Dr. Shinn as Interim President of the University beginning May 11, 2025 until a new President is selected by the Board after the departure of President Dr. Marlene Tromp in spring of 2025. Dr. Shinn was named as Vice President for Student Affairs and Enrollment Management in December 2022. Prior to his role as Vice President for Student Affairs and Enrollment Management, Dr. Shinn served as Vice President for Student Affairs at Louisiana State University. Starting in 2010, Dr. Shinn served in various leadership positions at the University and has also held positions at Indiana University and Eastern Michigan University. As a full-time administrator and Interim President of the University, Dr. Shinn is also an active teacher and researcher. He has taught more than 25 course sections at the undergraduate, master's, and doctoral levels and recently taught in LSU's higher education and student affairs graduate program. He researches organizational design, organizational culture, and the micropolitics of higher education organizations. His current research examines the effectiveness of graduate preparation programs for aspiring higher education and student affairs professionals. Dr. Shinn earned his Bachelor of Science from Arkansas Tech University, a master's degree in education from the University of Michigan, and his Ph.D. from Eastern Michigan University.

*Zeynep Hansen, Ph.D. – Interim Provost and Vice President for Academic Affairs.* Dr. Hansen was appointed as the Interim Provost and Vice President for Academic Affairs effective July 21, 2025. She has served as the Vice Provost for Academic Planning and Institutional Effectiveness since July 2019. Dr. Hansen joined the University faculty in 2007 as an associate professor of Economics, was promoted to professor in 2010 and served as chair of the Department of Economics from August 2013 to May 2017. She was the Associate Dean for Academic Programs and Scholarship for College of Business and Economics from July 2017 to July 2019.

Previously, she served on the faculty of Olin Business School at Washington University in St. Louis. She received her Ph.D. in economics from the University of Arizona in 2002, and is a graduate of the University.

Stacy Pearson, MPA– Interim Chief Financial Officer and Bursar. Ms. Pearson was named Interim Chief Financial Officer and Bursar on August 4, 2025 to oversee the University’s Financial Services operations and the Office of Budget and Planning. Ms. Pearson previously served as the Chief Financial and Operating Officer for the University for 13 years, followed by her role as Chief Financial Officer for Washington State University until her retirement in 2023. Ms. Pearson received her Bachelor of Science degree in business at the University of Idaho and her Master of Public Administration degree from the University. Ms. Pearson served as the Director of the Internal Audit Division for the Oregon University System from 1994 to 1995 and the Internal Auditor for the Idaho State Board of Education from 1987 to 1994.

Nancy Glenn, Ph.D. – Vice President for Research and Economic Development. Dr. Glenn has served the University since 2013 and was appointed Interim VP for Research and Economic Development in 2021, and through a national search became permanent VP for Research and Economic Development in May 2022. Various leadership roles, including director, department chair, Federal Relations Liaison, and a joint appointment with the Department of Energy have provided Dr. Glenn with a strong understanding of how universities and agencies operate across multiple divisions. Dr. Glenn earned her bachelor’s degree in geological engineering from University of Nevada, Reno, her master’s degree in civil engineering from UC Berkeley, and her doctorate in Geo-Engineering from University of Nevada, Reno.

Nicole Pantera J.D., – General Counsel. Ms. Pantera was named General Counsel of the University in May 2025. Ms. Pantera served as Associate General Counsel and then Deputy General Counsel for the Office of General Counsel from 2014 until her appointment as General Counsel. Prior to joining the University, she practiced at a prominent Idaho law firm and as a law clerk for a justice at the Idaho Supreme Court.

#### CERTAIN UNIVERSITY FACILITIES

*General.* The University’s Boise campus includes approximately 6.07 million gross square feet of facilities, with approximately 193 buildings. The Boise campus is approximately 302 acres, including some parcels owned by university affiliate organizations such as the Boise State University Foundation, Inc. (the “Foundation”).

*Facilities Generating Sales and Service Revenues.* The following is a description of the University’s major facilities from which Sales and Services Revenues are derived, including housing facilities, the Student Union Building, spectator and recreation facilities, and parking facilities.

Public Private Partnership Housing Facilities. In conjunction with the Honors College, the University opened Sawtooth Hall in 2017, a 642-bed residential Honors Project and additional first year housing. In addition to housing, Sawtooth Hall also includes offices, classrooms and food service. For Fiscal Years 2023, 2024 and 2025, the average fall semester occupancy rates for Sawtooth Hall were 99%, 98%, and 96%, respectively.

Sawtooth Hall is a partnership with EDR Boise, LLC, a subsidiary of Greystar, formerly Educational Realty Trust (“Greystar”). The University and Greystar entered into a 50-year ground lease to finance, construct, and operate Sawtooth Hall. Sawtooth Hall was financed with 100% equity from Greystar, and no current or future debt may be issued against the facility or Greystar’s leasehold interest. The food service component is owned and operated by the University, through its food service provider. Greystar owns the residential portion of the project, subject to the ground lease, pursuant to which Greystar pays ground rent to the University.

The Osprey, which opened in Fiscal Year 2025, is a fully furnished housing facility for 278 residents, as well as retail space and a parking area with 78 stalls, which is operated by the University and leased from Alpine Gardner, L.C. with a five-year initial term. The average fall semester occupancy rates for the Osprey were 79% and 92% in Fiscal Years 2025 and 2026, respectively. See “FINANCIAL INFORMATION REGARDING THE UNIVERSITY–Leases.”

University Owned Housing Facilities. The housing facilities owned by the University currently consist of (i) seven residence hall complexes, and two suite-style buildings where each unit has a kitchen, (ii) one townhome development, (iii) four apartment complexes and (iv) two suite-style apartment buildings that house students from a fraternity and a sorority, respectively.

University Residence Halls and Townhomes. The University’s owned residence halls, suites, and townhomes can currently accommodate approximately 2,625 students and offer a variety of amenities, including computer labs and in-room high-speed internet connections; recreational and lounge space; laundry facilities; kitchen areas; and academic/study space. For Fiscal Years 2023, 2024, and 2025 the average fall semester occupancy rates for these complexes, excluding Syringa Hall described below, were 97%, 92% and 90%, respectively.

The University also recently completed construction of a new residence hall, called “Syringa Hall,” which was financed with its General Revenue Project Bonds, Series 2023A that added 450 beds for first year students and opened in the fall of 2025. The occupancy rate for Syringa Hall’s first year in operation is 85%.

In conjunction with the opening of Sawtooth Hall in 2017, the University converted the John B. Barnes Towers (the “*Towers*”), a 300-bed residence hall complex, to use for only overflow housing. However, due to increased demand in 2019, the University has made the Towers part of its active housing through spring 2028, after which time use of the Towers will be reevaluated.

University Apartments. The University apartment complexes are available for students, including those with families, and provide apartments ranging in size from one bedroom to three bedrooms. For the current fiscal year, the University operates 102 apartment units, down from 203 in Fiscal Year 2024 due to the sale of the Park Apartments consisting of 47 units City of Boise City, Idaho (the “*City*”), as well as the Manor Apartments being taken offline in Fiscal Year 2025. The University’s recent focus has been on expanding traditional student housing, however, with the University adding approximately 725 beds during the same time period as the reduction of apartment units. The University does not have current plans to take any other existing apartments offline, and plans to repurpose the Manor Apartments site for a higher and better use.

For Fiscal Years 2023, 2024, and 2025 the average fall semester occupancy rates for the University’s apartments were 95%, 82% and 86%, respectively. The lower occupancy rate in Fiscal Year 2024 reflects vacant units at the Park Apartments that were not released in advance of the sale to the City, as well as partial units taken offline at the Manor Apartments, rather than a decline in underlying demand.

Student Union Building. Initially constructed in 1967 and expanded in 1988 and 2008, the Student Union Building provides extensive conference and meeting spaces, a 430-seat performance theater, a retail food court, a central production kitchen, a resident student and visitor dining facility, a University Bronco Shop, a convenience store, a games area, and offices for admissions, student government and student activities. The facilities infrastructure includes high speed LAN and video data capabilities and public lounges with wireless network capabilities. The building totals approximately 252,000 square feet.

*Spectator and Recreation Facilities.* The University's spectator and recreation facilities include Albertsons Stadium, the ExtraMile Arena, the Recreation Center and the Morrison Center. The following is a brief description of these facilities.

*Albertsons Stadium.* Originally constructed in 1970, and expanded in 1997, 2008, 2009 and 2012 to its peak total capacity of approximately 37,000 seats, Albertsons Stadium is Idaho's largest spectator facility. It is used for all of the University's intercollegiate home football games. The facility includes the press box, stadium suites, banquet facilities, a commercial kitchen, an additional Bronco Shop, office space, and concessions facilities. The Gene Bleymaier Football Complex, which opened in 2013, is a stand-alone addition to the Albertsons Stadium facilities, consisting of football offices and training facilities. This facility added 70,000 square feet of space. In 2025, the University issued General Revenue Project and Refunding Bonds, Series 2025A to finance the expansion of the Albertsons Stadium North End Zone. The project will renovate and update the north end of Albertsons Stadium to include twelve field level suites, as well as both loge and ledge boxes offering premium seating for an enhanced gametime experience. The club dining area and commercial kitchen will also be able to serve all of the University's athletes as well as host large gatherings and special events year-round. Total seating capacity of the project will be approximately 1,600 ticketed seats which replace existing bleacher seating, encompassing 93,500 square feet of enclosed space. Upon project completion, total ticketed seating for Albertsons Stadium will be approximately 34,500—a net reduction as a result of the replacement of the bleacher seating with fewer premium seats. The University anticipates construction will be completed before the 2026 football season.

*ExtraMile Arena.* ExtraMile Arena was constructed in 1982 and serves as the University's indoor sports and entertainment complex. In its basketball configuration, the arena accommodates approximately 12,400 spectators. In addition to varsity sports contests, including the NCAA Basketball Tournament, it has been used for concerts, commencement ceremonies and other entertainment and community events, intramural activities, and sports camps. The arena was remodeled during 2012, adding 36 upgraded restrooms.

*The Recreation Center.* The Student Recreation Center was completed in 2001. It is approximately 98,700 square feet and includes more than 25,000 square feet of open recreational space for three regulation size basketball courts and a multipurpose gymnasium; a large aerobics/cardiovascular multipurpose workout space; five racquetball/handball/squash courts; a running track with banked turns; a climbing wall; a first aid and athletic training area; classroom and activity spaces; indoor/outdoor meeting space; and an aquatic center added to the facility after 2001.

*The Morrison Center.* The Velma V. Morrison Center, which opened in 1984, is a 183,885 square foot center for performing arts that includes a ten-story stage-house and seating for 2,000. The Morrison Center brings a wide range of artistic performances to the Boise community and provides academic instruction space at the University. The Morrison Center has been regularly ranked in the Top Five University Theatres in the Pacific Northwest by Venues Magazine; in 2016 and 2017, it was ranked #2 in the nation.

*Parking Facilities.* The University operates and maintains 45 surface parking lots of varying sizes and four parking garage facilities with a total of approximately 3,315 spaces, for a total of approximately 7,894 parking spaces. The University has a comprehensive parking plan to ensure that the parking system is financially self-supporting.

**STUDENT BODY**

The University enrolls more students than any other public institution in Idaho. In addition to having students from every Idaho county, students from all 50 states and over 104 countries attend the University. The University enrolls large numbers of both traditional age students and working adults. The University's official Fall 2024 enrollment was 27,250 students (based on headcount, with full-time equivalent enrollment of 18,564) as of the October 15, 2024 census date, and the University's official Fall 2025 enrollment was 28,519 students (based on headcount, with full-time equivalent enrollment of 19,575) as of the October 15, 2025 census date. Fall 2025 enrollment reflects an increase from Fall 2024 of 1,269 students based on headcount, and an increase of 1,011 students based on full-time equivalent enrollment.

The University suspended the standardized test requirement when COVID-19 impacted access to most testing and has kept the suspension in place for certain programs, most notably undergraduate admissions. Recruitment strategies include merit-based and need-based scholarships and statewide campaigns to promote college matriculation. Specifically related to improving retention, the University has created and invested in a career ladder for advisors, has created Student Success positions to assist students who have stopped attending return, has implemented enhanced tutoring programs for certain courses with high drop-out rates, and has developed a dashboard to help identify students at risk.

**ENROLLMENT AND GRADUATION STATISTICS  
(Fall Semester)**

	2021	2022	2023	2024	2025
<b>ENROLLMENT</b>					
Headcount	25,829	26,162	26,727	27,250	28,519
Full Time Equivalents	17,640	17,736	18,121	18,564	19,575
<b>UNDERGRADUATE STUDENTS</b>					
Full Time	13,270	13,433	13,644	14,119	14,998
Part Time	9,162	9,529	9,899	9,911	10,310
<b>GRADUATE STUDENTS</b>					
Full Time	1,285	1,166	1,226	1,260	1,319
Part Time	2,112	1,670	1,958	1,960	1,958
<b>STUDENTS FROM IDAHO</b>	66%	66%	69%	70%	69%
<b>FIRST YEAR UNDERGRADUATES/TRANSFERS</b>					
Applied	18,905	20,004	18,949	19,119	20,868
Admitted	15,752	16,721	15,847	16,557	17,514
Enrolled	4,615	4,538	4,449	4,868	5,493
ACT Mean Score	23	23	24	23	22
<b>DEGREES CONFERRED</b>	<b>(2021-2022)</b>	<b>(2022-2023)</b>	<b>(2023-2024)</b>	<b>(2024-2025)</b>	<b>(2025-2026)<sup>1</sup></b>
Associate	127	184	184	218	
Bachelor	3,946	3,856	4,098	4,062	
Master	1,062	1,028	1,072	965	
Doctorate	58	60	72	105	
Certificate*	818	735	992	931	

<sup>1</sup> Not yet available.

\* Includes undergraduate, graduate and post-undergraduate certificates.

EMPLOYEES

As of June 30, 2025, University had approximately 5,755. Faculty and staff include approximately 1,773 professional staff, 832 faculty and other academic appointments, 451 classified employees and 1,003 temporary employees, including adjunct faculty members. The University also employed approximately 1,696 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. The University considers relations with its employees to be good.

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, 2025, *PERSI Base Plan* had 78,746 active members (of whom 45,841 are entitled to vested benefits), 57,473 retirees and beneficiaries (of whom 16,875 are entitled to vested benefits). In addition, as of June 30, 2025, there were 865 participating employers in the *PERSI Base Plan* and total membership in *PERSI* was 194,274.

The change in net position for all pension and other funds administered by *PERSI* increased \$2.3 billion and increased \$1.7 billion in Fiscal Year 2025 and Fiscal Year 2024, 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 2025 as a result of positive market performance. Net investment income (loss) for all of the funds administered by *PERSI* for Fiscal Year 2025 and Fiscal Year 2024 was \$2.7 billion and \$2.1 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, 2025, 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>Employer</u>		
<b>General</b>	<b>School Employees</b>	<b>Fire/Police</b>	<b>General</b>	<b>School Employees</b>	<b>Fire/Police</b>
7.18%	8.08%	10.36%	11.96%	13.48%	13.98%

Source: Financial Statements June 30, 2025 Public Employee Retirement System of Idaho

The most recent major experience study, completed in October 2025, covered the period July 1, 2020 through June 30, 2025. The next major PERSI experience study is anticipated to be completed in 2030 and will cover the period of July 1, 2025 through June 30, 2029.

The University's required and paid contributions to PERSI for Fiscal Year 2025 and Fiscal Year 2024 were \$4,819,374 and \$4,352,210, respectively. Contribution requirements of PERSI and its members are established by the PERSI Board within limitations, as defined by State law.

Under Governmental Accounting Standards Board ("GASB") Statement No. 68, the University is required to record a liability and expense equal to its proportionate share of the collective net pension liability and asset of PERSI. On June 30, 2025 and June 30, 2024, the University reported a liability of \$29,714,107 and a liability of \$34,557,468, respectively, for its proportionate share of net pension liability under PERSI. 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. On July 1, 2025 and July 1, 2024, the University proportion was 0.794% and 0.866%, 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](http://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, 2025, 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. Effective December 2024, the State Board of Education consolidated the plan to sole provider—Fidelity. Prior to this change, employees could choose between multiple providers, including Teacher's Insurance Annuity Association and Corebridge Financial (formerly Variable Annuity Life Insurance Corporation).

Employee contribution requirements for ORP are based on a percentage of total payroll. Employer contributions are determined by the State of Idaho. The University's required and paid contributions to ORP for Fiscal Year 2025 and Fiscal Year 2024 were \$19,251,000 and \$18,094,000 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 12 of "Appendix A—AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2025 AND 2024."

*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, 2025, the University reported \$263,130 as its proportionate share of the total OPEB liability. For additional information concerning post-retirement benefits other than pensions, see Note 16 of “APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2025 AND 2024.”

#### INSURANCE

The State and its agencies, including the University, are self-funded for general liability coverage with a purchased reinsurance policy. The State purchases all risk property insurance with coverage for real and business personal property. University buildings are covered by all risk property insurance on a replacement cost basis.

#### 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 revenue sources that are not included in Pledged Revenues, as well as certain Pledged Revenues. See “SECURITY FOR THE 2026A BONDS.”

#### STATE APPROPRIATIONS

Legislatively approved State appropriations represent approximately 21% of the University’s total annual revenues for Fiscal Year 2025. Such revenues are not included as Pledged Revenues. The Legislature meets beginning in January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the fiscal year beginning the following July 1. The Legislature may also adjust budgets and appropriations for the fiscal year during which the Legislature is meeting.

If, in the course of a fiscal year, the Governor determines that the expenditures authorized by the Legislature for the current fiscal year exceed anticipated revenues expected to be available to meet those expenditures, the Governor, by executive order, may reduce (“*Holdback*”) the spending authority on file in the office of the Division of Financial Management for any department, agency or institution of the State, and the Governor may request that the Board of Examiners approve a reversion (“*Reversion*”) which would make the temporary Holdback permanent and return appropriations to the General Fund.

On August 15, 2025, the Governor issued Executive Order 2025-05, titled “the Idaho Act” (the “*Executive Order*”), which directed State agencies to prepare for potential budget reductions, including possible holdbacks, due to a projected shortfall in tax revenue. This includes a 3% budget reduction for State agencies, with reviews of spending and potential consolidation to identify areas for savings. The University calculated this reduction in Fiscal Year 2026 general fund spending to be \$3,910,600 (the “*FY 2026 Holdback*”) but was able to effectively implement this by using central savings from position and expenditure reductions. In September of 2025, the Division of Financial Management requested an ongoing 3% reduction for Fiscal Year 2027 budget requests by State agencies to align with estimated revenue forecasts. The University is currently working on a routine Board-required academic and administrative program review process, which may help to inform the requested budget reduction and will analyze its budget accordingly.

The table below sets forth the Legislative appropriations from the State General Fund for all higher education institutions and for the University for the fiscal years shown.

**State General Fund Appropriations**

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026<sup>4</sup></u>
Colleges and Universities <sup>1</sup>	\$313,109,200	\$338,065,500	\$353,942,200	\$365,098,400	\$383,583,700
Boise State University <sup>2, 3</sup>	\$ 109,688,200	\$120,502,400	\$125,254,900	\$128,884,400	\$134,224,700 <sup>5</sup>
Percentage Increase (Decrease) over prior year for the University	2.0%	9.9%	3.9%	2.9%	4.1%

<sup>1</sup> Source: Sine Die Report for the respective legislative years.

<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, House Bill 458 and House Bill 734 for Fiscal Year 2025, and House Bill 341 and Senate Bill 1209 for Fiscal Year 2026.

<sup>3</sup> Amounts do not tie to University's audited financial statements due to adjustments during the respective fiscal years.

<sup>4</sup> Does not include the 3% FY 2026 Holdback.

<sup>5</sup> The 2025 Legislature in Senate Bill 1209 ordered a one-time reduction of \$2 million to the University's Fiscal Year 2026 general fund appropriation. Reporting on Senate Bill 1209 suggests the \$2 million reduction for possible diversity, equity and inclusion (DEI) practices by the University, although Senate Bill 1209 provided no statement regarding the official purpose for the reduction. Notwithstanding the reduction, the University's general fund appropriation for Fiscal Year 2026 still represents a meaningful increase over the prior fiscal year.

In addition to State General Fund appropriations, the 2022 and 2023 Legislature allocated certain one-time funding to address deferred maintenance needs at all state agencies. This includes maintenance, repairs, and renewal projects that have been deferred in past years due to a lack of resources or perceived low priority.

**GRANTS AND CONTRACTS**

*Current Funding.* Through various grant and contract programs, the United States government and various other public and private sponsoring agencies provide a substantial percentage of the University's current revenues. The use of such funds is usually restricted to specific projects and is not included in the appropriated budget for the University. Such revenues include grants and contracts for research, public service, instruction and training programs, fellowships, scholarships, endowment scholarship programs, student aid programs, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these grants and contracts. For Fiscal Year 2025, total grants and contracts were \$73,466,713. This amount includes \$12,001,199 of F&A Recovery Revenues included in Pledged 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. The University also received \$10,803,174 in pledged F&A Recovery Revenues on Federal Grant Aid Revenue, non-sponsored pandemic aid. See "SECURITY FOR THE 2026A BONDS–Pledged Revenues–Facilities and Administrative Recovery Revenues" and "Historical Revenues Available For Debt Service" above. The University also received \$32,172,658 in federal Pell Grants for the 2025 Fiscal Year. The following table displays federally funded expenditures for each of the last five fiscal years:

*(Remainder of page left intentionally blank.)*

**GRANTS AND CONTRACTS EXPENDITURES**  
**(in 000s)\***

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Federal	\$46,091	\$54,644	\$57,759	\$61,089	\$62,797
Non-Federal	\$11,560	\$ 9,100	\$ 9,332	\$10,694	\$10,670
<b>Total</b>	\$57,651	\$63,744	\$67,091	\$71,783	\$73,467

\*Excludes Federal financial aid.

Pledged Revenues do not include Restricted Fund Revenues, which consist of revenues that the University is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships.

Direct financial aid to students, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, totaled approximately \$193 million for Fiscal Year 2026. Of such amount, approximately \$52 million 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. For a discussion regarding the financial impact on the University resulting from potential developments at the federal legislative and executive level, see “FACTORS AND EVENTS THAT COULD IMPACT UNIVERSITY FINANCES” herein.

#### **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 Chief Financial Officer and Bursar, in collaboration with the departmental faculty and 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 Board in August of each year.

The University’s operating budget is approved by the Board prior to the commencement of the Fiscal Year, usually at its June meeting. At that meeting, the Board, serving also as the governing boards of the State’s other institutions of higher education, approves the annual budgets for those institutions as well.

#### **INVESTMENT POLICY**

Board policy establishes permitted investment categories for the University. The University’s investment policy establishes, in order of priority, safety of principal preservation, ensuring necessary liquidity, and achieving a maximum return, as the objectives of its investment portfolio. See Note 2 of “APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2025 AND 2024.” Moneys 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, 2025 AND 2024” for further information.

#### **NO INTEREST RATE SWAPS**

The University has not entered into any interest rate swaps or other derivative products.

BOISE STATE UNIVERSITY FOUNDATION, INC.

The Foundation is a nonprofit corporation organized under State law in 1964. The Foundation was organized and incorporated in Idaho for the purpose of engaging in activities designed to support and benefit the University, including but not limited to receiving contributions from individuals, businesses, government units and other institutions who wish to support the educational mission and activities of the University, holding, protecting, managing, and investing funds for the benefit of the University, maintaining and operating permanent endowment funds for the benefit of the University, and distributing funds to provide support to the University, including distributions for educational scholarships, as well as specific capital, education or other special projects identified by the University. An approximately 31-member board of directors manages the Foundation. Bruce Mohr currently serves as Executive Chair of the board of directors of the Foundation. Argia Beristain currently serves as the Chief Executive Officer of the Foundation.

Effective July 1, 2024, in accordance with the operating agreement and a service agreement between the University and the Foundation, the Foundation expanded the scope of services provided to the University to include advancement functions, such as fundraising, donor engagement, alumni relations, and other related services previously provided by the University's advancement division. As a result, the advancement team at the University is now exclusively loaned to the Foundation for the provision of those services.

Financial statements for the Foundation are contained in Note 14 to the University's financial statements. See "APPENDIX A— AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2025 AND 2024." Net assets of the Foundation on June 30, 2025 were \$297,138,033.

The Foundation handles donor cultivation and giving campaigns and resulting gifts are recorded by the Foundation. In Fiscal Years 2023, 2024 and 2025, gifts recorded by the Foundation totaled approximately \$28.2 million, \$28.5 million, and \$67.7 million, respectively.

During Fiscal Year 2024, the Foundation on behalf of the University launched "Unbridled: The Campaign for Boise State University" (the "*Unbridled Campaign*"). The Unbridled Campaign is a fundraising effort to support the University's strategic plan "Blueprint for Success 2021-2028" with a goal of \$500 million by 2028. The Unbridled Campaign is organized into three broad categories: Student Success and Access, Relentless Faculty Innovation and Athletics: Positioned for What's Next. The Unbridled Campaign has generated \$453 million toward the goal. Fiscal Year 2025 was the fourth consecutive record-setting fundraising year with a total of \$102 million raised. Donor support has been and will continue to be an important pillar of funding for the University.

#### **FUTURE CAPITAL PROJECTS**

To address the education needs of the region and the facilities needs of the growing student body, the University implemented a Strategic Facility Fee in 2006, which the University merged with other facility fees in 2016 as part of the combined Capital Projects and Facilities Fee. The Capital Projects and Facilities Fee is a component of Student Fees which is included in Pledged Revenues. Revenues from the Capital Projects and Facilities Fee are intended to be used, together with donations, Permanent Building Fund monies provided by the State of Idaho, capital grants, and University reserves to provide funds for construction of buildings pursuant to the University's Campus Master Plan.

The University is currently working on a new facility for the Construction Management program, with approximately 12,000 square feet containing laboratory spaces, state of the art learning environments and a 45-seat computer and technology classroom. The total budget is approximately \$7.8 million, and the project is funded through donations and in-kind support. The University has entered into a ground lease with the Foundation, who will construct the facility. It is anticipated that upon completion, the ground lease will terminate, and the Foundation will donate the improvements and the University will own and occupy the building for its

Construction Management program. The new facility is scheduled for completion in spring of 2026, welcoming students for the first time in the subsequent fall semester

The University's next academic priority for construction is a Science Building. The University has received planning and design approval and has engaged a designed team. The State has appropriated approximately \$31,000,000 towards the project and construction is expected to occur in 2027. The total project budget is approximately \$140 million and will be funded with the State appropriation, institutional reserves and debt financing.

The University continues to evaluate future facility needs and is currently updating its campus master plan.

#### **LEASES**

The University leases building and office facilities under various non-cancelable leases. Total costs for such leases were approximately \$616,000 for Fiscal Year 2024 and \$3,438,000 for Fiscal Year 2025.

The University commenced a five-year agreement with Alpine Gardner, L.C. to lease the Osprey in the fall of Fiscal Year 2025, resulting in the significant increase of costs under leases over Fiscal Year 2024 above. As of August 1, 2024, the University became responsible for the lease payments with an initial annual rent of \$3,100,000. Rent will increase by 3% each year thereafter and is expected to be covered by income generated from the facility's operations. Actual Rent paid in Fiscal Year 2025 was \$2,841,667 due to the commencement date beginning later than July 1. See "THE UNIVERSITY—Pledged Revenues—Certain University Facilities—Public Private Partnership Housing Facilities."

#### **CYBERSECURITY AND TECHNOLOGICAL RELIABILITY**

The University maintains a robust, redundant, and scalable information technology infrastructure that supports core University systems, together with a comprehensive framework of cybersecurity policies, standards, and procedures designed to protect its systems and proprietary information and to ensure compliance with applicable state and federal regulations. The University's cybersecurity posture is subject to ongoing oversight through multiple internal and external audits conducted throughout the year, including its annual audit, which evaluates the effectiveness of cybersecurity controls, policies, and procedures. In addition, the University, through the State's Risk Management Program, maintains cyber liability insurance intended to mitigate potential financial losses arising from a cybersecurity incident. As with all operational risks to which the University is exposed, a cybersecurity loss or breach could result in legal and/or regulatory claims. The University has not experienced a material cybersecurity breach within the past five years.

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**OUTSTANDING DEBT**

The University has the following debt outstanding as of June 30, 2025:

	<b>Original Issue Amount</b>	<b>Amount Outstanding</b>
General Revenue Refunding Bonds, Series 2016A <sup>1</sup>	\$66,145,000	\$48,105,000
General Revenue Project and Refunding Bonds, Series 2017A	\$67,860,000	\$52,230,000
General Revenue Project Bonds, Series 2018A	\$18,465,000	\$13,160,000
General Revenue Refunding Bonds, Series 2020A	\$9,940,000	\$8,125,000
General Revenue Project and Refunding Bonds, Series 2020B (Taxable)	\$44,550,000	\$38,075,000
General Revenue Project Bonds, Series 2023A	\$43,495,000	\$42,430,000
General Revenue Project and Refunding Bonds, Series 2025A	\$47,400,000	\$47,400,000
<b>Total:</b>	<b><u>\$329,065,000</u></b>	<b><u>\$249,525,000</u></b>

<sup>1</sup> Does not reflect those bonds being refunded with the proceeds of the 2026A Bonds.

For additional information regarding the University's outstanding debt, see Notes 8 and 9 of "APPENDIX A– AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE FISCAL YEARS ENDED JUNE 30, 2025 AND 2024."

**FINANCIAL STATEMENTS**

The financial statements of the University as of and for the Fiscal Years ended June 30, 2025 and 2024, which are included as APPENDIX A to this Official Statement, have been audited by CliftonLarsonAllen LLP, independent auditors, as stated in their report appearing therein. 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 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.

**FACTORS AND EVENTS THAT COULD IMPACT UNIVERSITY FINANCES**

There are a number of factors, both known and unknown, that could potentially impact the University and the University's financial position. Such factors include, but are not limited to: changing demographics that affect student populations attending the University; changes in technology and its possible impact on learning modalities and environments; pandemics, such as the recent COVID-19 pandemic, and the effect that they may have on student populations and operating costs; the levels of State funding support provided to the University; geopolitical factors that may affect international student demand and populations, material changes to collegiate athletics operations; and the level of research funding provided by governmental agencies and private sector entities, including potential federal legislative or executive actions. The future fiscal and operational impacts of

any such factor, or a combination of one or more of these factors, on the University and its finances are difficult to predict but could be material.

In particular, federal policies and associated executive actions on the federal debt ceiling, taxes, foreign trade and tariffs, immigration, climate change, research, federal contracts, diversity equity and inclusion, clean energy, curtailment of tax-exempt bond financing and other policy issues can shift dramatically as a result of federal administrative change. Such changes can result in significant shifts in the level of funding for various federally funded programs and policy priorities, leading to unpredictability in federal funding. These policies and actions could adversely impact the University, and the impact could be material.

Such possible actions, many of which are subject to multiple judicial challenges and litigation, include but are not limited to: (i) regulatory changes to programs administered by federal agencies including the National Institutes of Health (“*NIH*”), the Department of Education (“*ED*”), the Department of Health and Human Services, the Department of Homeland Security (“*DHS*”), the National Science Foundation (“*NSF*”), the Department of Defense (“*DoD*”), the Department of Energy (“*DoE*”) and others; (ii) elimination of existing tax credits; cuts to federal spending on research, healthcare and other programs; (iii) reduced funding for financial aid programs; (iv) immigration policies that impact international student enrollment; and (v) actions to enforce federal laws and regulations. By way of examples, the federal administration recently announced initiatives, some of which were subsequently reduced in scope, to significantly reduce or eliminate many federally funded grants and programs, and the NIH issued a notice on February 7, 2025 that institutions of higher education would be limited to a 15% indirect cost recovery rate on new and existing NIH grants and contracts. The limit on indirect cost recovery for existing NIH grants has been enjoined by a court. Other federal agencies, including NSF, DoD and DoE have issued similar notices, but their enforcement has been paused pending further proceedings, and these rate caps are currently not in effect. At the same time, the research community, in collaboration with government leaders, has developed a proposed new approach to indirect costs recovery (the Financial Accountability in Research or “*FAIR model*”) which is under discussion with the federal administration. Any potential impact to the University will depend on the indirect costs recovery framework (flat rate cap FAIR model or another model added to the Uniform Guidance) and specifics of any final federal policy. In addition, contractual provisions in some grant-funding may limit cost recovery in some instances.

Federal grants and contracts represented approximately 9.9% of the University’s total revenues for the year ended June 30, 2025. The University has experienced limited terminations of certain federal grants and continues to monitor for potential other impacts related to delays in proposal reviews, further grant terminations and stop-work orders as federal agencies realign their programs. While cancellations of federal grants and contracts impact revenues, these grants also would have lower associated expenses. This would partially, although not completely, mitigate the loss of funding. Additionally, the University faces uncertainty due to potential caps on indirect cost recovery, which would reduce reimbursement for facilities and administrative costs. It is difficult to estimate the likely impact due to the evolving nature of this issue.

The University continues to monitor and respond to evolving federal legislative and executive actions that may materially impact its academic and research enterprise. These risks include both direct threats, such as reductions in federal funding and changes to indirect cost recovery, and indirect pressures stemming from immigration policy shifts and regulatory reinterpretations. The University has issued guidance to faculty and administrators to navigate these transitions, including resources for non-federal grant funding diversification and compliance with new federal mandates. The University has taken proactive steps to mitigate these risks, including aligning research priorities with the federal agenda, particularly in biotechnology, AI, advanced manufacturing, quantum information science, nuclear energy, national security and space. While the full impact of federal actions remains uncertain, the University is committed to safeguarding its research mission, supporting its students, faculty and staff and contributing to national innovation goals. 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 to the extent of the reduction to mitigate the fiscal impact, but the timing and level of any such responsive measures cannot be fully determined at this time.

#### CHANGING NATURE OF COLLEGE ATHLETICS

In recent years, developments have occurred that may impact future revenues and expenses for collegiate athletics. Such developments include, but are not limited to, the following: potential impacts on athletic conference monetary distributions related to ongoing conference realignment and distribution of income and other revenue sharing agreements related to intercollegiate athletics; the impact of student athlete monetization of their name image and likeness (“NIL”) on the University’s athletic competitiveness, including with respect to the ability of the University to recruit and retain highly skilled student athletes as well as the impact on philanthropic support for athletics operations and facilities investments; ongoing antitrust and labor litigation (neither of which the University is currently a party to but which could impact the University in the future) which could result in athletics revenue sharing with student athletes under several different possible structures, potentially including an employment model with collective bargaining; ongoing investments needed to comply with federal regulations and laws, including but not limited to, Title IX of the Education Amendments of 1972 which, among other things, may require additional investments, including new capital projects, into women’s sports, and the Americans with Disabilities Act which, among other things, may require investments into the University’s athletic facilities; and other developments.

*Conference Realignment.* On June 9, 2025, the University signed an Expansion Agreement whereby the University, together with a number of other higher education institutions, agreed to join the Pac-12 Athletic Conference (the “Pac-12”) effective July 1, 2026 (the “Expansion Agreement”). The Expansion Agreement provides that in exchange for conference membership and an equal share of anticipated conference revenue (“Conference Revenues”), as well as a one-time contribution from the Pac-12 of approximately \$3.5 million to address interim deficits resulting from the withholding of distributions by the Mountain West Conference, the University will grant the Pac-12 its media rights for all Pac-12 sports for a period of 5 years (the “Media Rights Period”). The Expansion Agreement also provides that, should the University withdraw from the Pac-12 during the Media Rights Period, it will be responsible to pay exit fees. Future Conference Revenues are currently unknown, but with conference improvement, are expected to be greater than revenues received from the University’s current conference and agreements, mostly due to the opportunity for increased media rights revenues. As a result of existing agreements with the Mountain West Conference, the University may incur exit fees in connection with this conference realignment. The University has filed a lawsuit relating to these exit fees and is not able to predict the amount of exit fees that may be owed. The University does not expect the ultimate exit fees liability to have a material adverse impact on the overall financial position of the University. See “LITIGATION” herein for a description of litigation against the Mountain West Conference.

*House Settlement.* On May 23, 2024, the NCAA and the five autonomy conferences (A5) agreed to terms for settlement to resolve three class action lawsuits in federal court commonly called the “House Settlement.” While the University is not a party to this litigation, the University opted into the House Settlement. The House Settlement was approved by the Court with an implementation date of July 1, 2025. The settlement consists of three major components. The first component of the House Settlement provides \$2.78 billion back damages to be paid over 10 years by the NCAA and the A5 conferences to certain Division 1 athletes who competed between 2016-2024. The University does not have any direct financial liability for these damages. However, this portion of the House Settlement will reduce the University’s conference distribution by approximately \$500,000 per year for the next 10 years. This portion of the House settlement is on appeal by certain members of the class. The House Settlement also establishes roster size limits and removes scholarship limits. For Academic Year 2025-2026, the University is not fully funding the maximum permitted number of scholarships for its 18 sports teams authorized by the House Settlement. The third provision of the House Settlement establishes a framework for



each institution to provide student athletes for Academic Year 2025-2026 up to approximately \$20.5 million in increased benefits. The maximum permissible increased benefits are calculated from a formula of 22% of the aggregate average of A5 media, ticket and sponsorship revenue. These benefits generally are expected to escalate annually and are subject to recalculation at various times in the future.

*NIL.* The new framework also allows for third-party NIL payments to student athletes. Such third-party payments will be required to be legitimate, fair market value payments, and not used for pay-for-play. These NIL payments, when cleared by an independent review organization, will not apply toward the additional benefits cap referred to above. The mechanics and enforcement mechanisms for this portion of the settlement have not been finalized leading to uncertainty as to the ability of this portion of the settlement to bring stability and limitations to the practice of third-party payments to prospective and current student athletes. The House Settlement does not address or provide guidance on any issues which may be caused by compliance with Title IX of the Education Amendments of 1972. There is significant rulemaking by collegiate athletics governing bodies to implement the House Settlement that is yet to be finalized. There continues to be significant changes in collegiate sports including possible pending legislative action by Congress which could result in further changes to media rights negotiations and conference realignment among other impacts.

As these factors evolve, the University may consider a wide variety of revenue enhancements, cost reallocations and reductions, and institutional support to address these impacts. College athletics is subject to many dynamic factors, and those impacting the University's athletic enterprise, including pending activities and litigation, may materially affect the financial results of the University's athletic enterprise going forward. Many of the impacts from these factors are unknown at this time, may involve significant, material sums of money, and are not quantifiable with reasonable certainty.

#### **TAX MATTERS**

In the opinion of Bond Counsel, assuming continuous compliance with certain covenants described below, (i) interest on the 2026A Bonds is excluded from gross income under federal income tax laws pursuant to Section 103 of the Tax Code, (ii) interest on the 2026A 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 2026A Bonds is excluded from gross income for purposes of income taxation by the State of Idaho. See "TAX MATTERS." For purposes of this paragraph and the succeeding discussion, "interest" includes the original issue discount on certain of the 2026A Bonds only to the extent such original issue discount is accrued as described herein.

The Tax Code imposes several requirements which must be met with respect to the 2026A 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 2026A Bonds. These requirements include: (a) limitations as to the use of proceeds of the 2026A Bonds; (b) limitations on the extent to which proceeds of the 2026A 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 2026A Bonds above the yield on the 2026A 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 2026A Bonds from gross income and alternative minimum taxable income under federal income tax laws in effect when the 2026A Bonds are delivered. Bond Counsel's opinion as to the exclusion of interest on the 2026A 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 2026A 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 2026A 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 2026A 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 2026A Bonds. Owners of the 2026A 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 2026A 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 2026A Bonds were sold at a premium, representing a difference between the original offering price of those 2026A 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 2026A 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 2026A Bonds. Owners of the 2026A 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 2026A 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 2026A Bonds, the exclusion of interest [(and, to the extent described above for the Discount Bonds, original issue discount)] on the 2026A Bonds from gross income or alternative minimum taxable income or both from the date of issuance of the 2026A 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 2026A Bonds. Owners of the 2026A 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 2026A Bonds. If an audit is commenced, the market value of the 2026A Bonds may be adversely affected. Under current audit procedures the Service will treat the University as the taxpayer and the 2026A 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 2026A 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 Underwriter or Bond is responsible for paying or reimbursing any 2026A Bondholder with respect to any audit or litigation costs relating to the 2026A Bonds.

#### **MUNICIPAL ADVISOR**

The University has retained Piper Sandler & Co., Boise, Idaho, as municipal advisor (the “*Municipal Advisor*”) in connection with the preparation of the University’s financing plans and with respect to the authorization and issuance of the 2026A Bonds. The Municipal Advisor is not obligated to undertake and has not undertaken to make any independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor is a full-service investment banking firm that provides financial advisory and underwriting services to state and local governmental entities. While under contract to the University the Municipal Advisor may not participate in the underwriting of any University debt.

**UNDERWRITING**

The 2026A Bonds are being purchased by the Underwriter. The purchase contract provides that the Underwriter will purchase all of the 2026A Bonds, if any are purchased, at a price of \$\_\_\_\_\_, representing the aggregate principal amount of the 2026A Bonds, plus original issuance premium of \$\_\_\_\_\_, and less an Underwriter's discount of \$\_\_\_\_\_.

The Underwriter may offer and sell the 2026A Bonds to certain dealers (including dealers depositing the 2026A 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.

**RATINGS**

Moody's Investors Service has assigned its municipal rating of "[●]" to the 2026A Bonds. S&P Global Ratings has assigned its municipal rating of "[●]" to the 2026A Bonds.

The ratings reflect only the views of the rating agencies. An explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the 2026A 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 2026A Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the 2026A Bonds, the pledge and application of Pledged Revenues, or the existence or powers of the University.

On October 1, 2021, Big City Coffee LLC filed a state court lawsuit against the University and four named employees alleging claims arising out of the coffee shop's departure from its licensed premises in the Albertsons Library on campus. After dismissing all claims against the University as an entity, all official claims against University employees, and all individual capacity claims against two of the four employees, including the University's President, the State district court left one claim for trial – First Amendment retaliation. The University is required to defend and indemnify employees, even individual capacity claims against employees, through State Risk Management, a division of the Idaho Department of Administration.

On September 13, 2024, the district court's empaneled jury issued a verdict in favor of the plaintiff in this case, ordering approximately \$4 million in damages. Subsequent resolution of post-trial motions by the parties resulted in an amended award of approximately \$3.7 million in damages and \$1.6 million in attorney's fees for the plaintiff, for a total of approximately \$5.3 million. The case is currently on appeal with the Idaho Supreme Court, although no hearing has been scheduled. The University's insurance will fund damages awarded with the exception of punitive damages in the amount of \$1 million, which the University expects to pay in the event the appeal is unsuccessful.

On December 18, 2024, the University joined a lawsuit with plaintiffs Colorado State and Utah State, against the Mountain West Conference over exit fees relating to those schools' anticipated departure to the Pac-12 Conference beginning on July 1, 2026. An amended complaint was filed in January 2026 adding San Diego State and Fresno State as plaintiffs. The lawsuit alleges the Mountain West Conference is imposing millions of

dollars of unenforceable and invalid exit fees for the five schools leaving the conference, based on antitrust and anticompetitive principles. Regardless of the outcome of the litigation, the lawsuit is not expected to have a material adverse effect on the 2026A Bonds or the pledge and application of Pledged Revenues.

**APPROVAL OF LEGAL MATTERS**

All legal matters incident to the authorization and issuance of the 2026A 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 2026A Bonds. Certain legal matters will be passed upon for the University by the Office of General Counsel. Certain matters will be passed upon for the Underwriter by its counsel, Foster Garvey PC, and by Hawley Troxell Ennis & Hawley LLP, in its role as disclosure counsel to the University. Any opinion delivered by Foster Garvey PC will be limited in scope, addressed only to the Underwriter and cannot 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 2026A Bonds. Pursuant to the Undertaking, the University will agree to provide 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 the other terms of the Undertaking, including termination, amendment, and remedies, are set forth in the Undertaking, the proposed form of which is included as APPENDIX E to this Official Statement.

The University failed to timely file one table required to be included in its annual operating data with respect to the University's General Revenue Project Bonds, Series 2018A. On February 27, 2020, the University filed a Failure to File Notice, and filed and properly linked the missing table to all CUSIP numbers. In 2022, the University discovered that it failed to link its financial statements and annual operating data for Fiscal Year 2020 and Fiscal Year 2021 directly to the University's General Revenue Refunding Bonds, Series 2020A Bonds and General Revenue Project and Refunding Bonds, Series 2020B (Taxable). The information was available on the University's home issuer page under the "Financial Disclosures" tab. On February 10, 2022, the University filed a Failure to File Notice and properly linked the missing data to all CUSIP numbers. The University has identified the source of these errors and has updated its internal safeguards to ensure that all required annual operating data moving forward is filed in accordance with the Rule and the undertakings.

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 2026A Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2026A Bonds and their market price. See also "APPENDIX E—PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING—Consequences of Failure of the University to Provide Information."

BOISE STATE UNIVERSITY

By \_\_\_\_\_  
Chief Financial Officer and Bursar



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**APPENDIX A  
AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY  
FOR THE FISCAL YEARS ENDED JUNE 30, 2025 AND 2024**



**APPENDIX B  
SCHEDULE OF STUDENT FEES**

The following table sets forth the Student Fees of the University at the rates in effect for Fiscal Year 2026. The amounts shown as Annual Estimated Revenue reflect the University's estimates based on estimated of collections for Fall 2025, Spring 2026 and Summer 2026.

The University's estimates include certain assumptions concerning refunds, late fees and other variables with respect to individual fees, such that the annual estimated revenues of each fee are not the numerical product of the fee rates times a constant number for students paying such fees, but nonetheless represent the University's best estimate of fee revenues. The number of students used to calculate Estimated Annual Revenue is less than the total number of full-time equivalent students as a result of the University's policy to provide fee waivers or discounts to certain scholarship recipients and to certain employees and spouses of certain employees. Full-time undergraduate students are defined as students taking 12 credit hours or more and full-time graduate students are defined as students taking nine credit hours or more per semester.

*(Remainder of page intentionally left blank.)*

**APPENDIX C  
GLOSSARY OF TERMS USED  
IN THE RESOLUTION AND OFFICIAL STATEMENT**

*(See attached)*

**APPENDIX D  
SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION**

*(See attached)*

**APPENDIX E  
PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING**

*(See attached)*

**APPENDIX F  
PROPOSED FORM OF OPINION OF BOND COUNSEL**

*(See attached)*

APPENDIX G  
BOOK ENTRY ONLY SYSTEM

THE DEPOSITORY TRUST COMPANY

SAMPLE OFFERING DOCUMENT LANGUAGE  
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may apply only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“*Direct Participants*”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“*Indirect Participants*”). DTC has a Standard & Poor’s rating of: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://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.



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**SUPPLEMENTAL RESOLUTION**

Authorizing the Issuance and Providing for the Sale of

**BOISE STATE UNIVERSITY  
GENERAL REVENUE REFUNDING BONDS, SERIES 2026A**

Adopted February 18, 2026

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TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS .....	2
Section 101.    Definitions.....	2
Section 102.    Authority for Supplemental Resolution .....	4
Section 103.    Effective Date .....	4
ARTICLE II AUTHORIZATION, TERMS AND ISSUANCE OF 2026A Bonds .....	4
Section 201.    Authorization of 2026A Bonds, Principal Amounts, Designation, and Confirmation of Pledged Revenues .....	4
Section 202.    Intentionally Omitted. ....	4
Section 203.    Issue Date.....	4
Section 204.    Authorization of Actions Preliminary to Sale of 2026A Bonds. ....	5
Section 205.    Sale of 2026A Bonds and Related Documents; Delegation Authority .....	6
Section 206.    Execution and Delivery of 2026A Bonds .....	6
Section 207.    Redemption of 2026A Bonds.....	7
Section 208.    Form of 2026A Bonds .....	7
Section 209.    Book-Entry Only System.....	7
Section 210.    Successor Securities Depository .....	9
ARTICLE III CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS.....	9
Section 301.    Creation of 2026 Costs of Issuance Account .....	9
Section 302.    Application of Proceeds of 2026A Bonds Upon Sale Thereof .....	9
ARTICLE IV      REFUNDING .....	10
Section 401.    Refunding and Defeasance of Refunded Bonds .....	10
Section 402.    Escrow Securities.....	10
ARTICLE V MISCELLANEOUS .....	11
Section 501.    Other Actions With Respect to 2026A Bonds .....	11
Section 502.    Partial Invalidity.....	11
Section 503.    Conflicting Resolutions .....	11

Schedule 1 – Schedule of 2016A Refunding Candidates

Exhibit A – Form of Bond Purchase Agreement  
Exhibit B – Form of Continuing Disclosure Undertaking  
Exhibit C – Form of Delegation Certificate  
Exhibit D – Form of 2026A Bond

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION of the Board of Trustees of Boise State University authorizing the issuance of General Revenue Refunding Bonds, Series 2026A, of Boise State University; delegating authority to approve the terms and provisions of the bonds and the principal amount of the bonds up to \$46,120,000; authorizing the execution and delivery of a Bond Purchase Agreement upon sale of the bonds, and providing for other matters relating to the authorization, issuance, sale and payment of the bonds.

\* \* \* \* \*

WHEREAS, Boise 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; and

WHEREAS, the Idaho State Board of Education, acting in its capacity as the Board of Trustees of the University (the “**Board**”), is authorized, pursuant to the Constitution of the State of Idaho title 33, chapter 38, Idaho Code, and title 57, chapter 5, Idaho Code (collectively, the “**Act**”), to issue bonds to finance or refinance “projects,” as defined in such Act; and

WHEREAS, on September 17, 1992, the Board adopted a resolution providing for the issuance of revenue bonds thereunder pursuant to supplemental resolutions thereof for future projects or refinancing purposes, which resolution has been amended and supplemented from time to time (as amended and supplemented, the “**Resolution**”); and

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue Additional Bonds (as defined in the Resolution) upon compliance with the requirements thereof; and

WHEREAS, the Board has determined to refund certain of its Bonds previously issued under the Resolution; and

WHEREAS, on April 14, 2016, the Board adopted a Supplemental Resolution (the “**2016A Resolution**”) providing for the issuance of up to \$66,145,000 General Revenue Refunding Bonds, Series 2016A (the “**2016A Bonds**”), which 2016A Bonds were issued on April 27, 2016; and

WHEREAS, Schedule 1 attached hereto identifies the outstanding 2016A Bonds, subject to call and redemption prior to maturity pursuant to the 2016A Resolution (the “**2016A Refunding Candidates**”); and

WHEREAS, the Board has determined that all or a portion of the 2016A Refunding Candidates (the portion of such bonds to be refunded being referred to herein “**Refunded Bonds**”) may be refunded at a debt service savings to the University; and

WHEREAS, to provide funds to refund the Refunded Bonds and to pay the Costs of Issuance therefor, the Board desires to authorize the issuance of its General Revenue Refunding Bonds, Series 2026A (the “**Series 2026A Bonds**” or “**2026A Bonds**”); and

WHEREAS, pursuant to Section 57-235, Idaho Code, the Board desires 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 2026A Bonds and other matters.

NOW, THEREFORE, be it resolved by the Board of Trustees of Boise State University 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 Board and the Underwriter in substantially the form authorized in Section 204 herein, setting forth the terms and conditions of the negotiated sale of the 2026A Bonds, the final version of which to be presented to the Delegated Officer of the University for approval and execution upon sale of the 2026A Bonds.

“**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 2026A Bonds.

“**Book-Entry System**” means the book-entry system of registration of the 2026A Bonds described in Section 209 of this Supplemental Resolution.

“**Cede & Co.**” means 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 2026A Bonds authorized by Section 204 of this Supplemental Resolution.

“**DTC**” means The Depository Trust Company, New York, New York.

**“DTC Participants”** means those financial institutions for whom the Securities Depository effects book entry transfers and pledges of securities deposited with the Securities Depository.

**“Delegated Officer”** means the Bursar or 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 2026A Bonds upon the sale thereof, substantially in the form of **Exhibit C** hereto.

**“Escrow Account”** means the account created under the Escrow Agreement to hold proceeds of the 2026A Bonds refunding the Refunded Bonds, and the Escrow Securities, if any, purchased with proceeds of the 2026A Bonds to defease the applicable Refunded Bonds.

**“Escrow Agent”** means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement.

**“Escrow Agreement”** means the Escrow Agreement dated as of the date of delivery of the 2026A Bonds between the University and the Escrow Agent, providing for the defeasance and redemption of the Refunded Bonds, as authorized by Section 401 of this Supplemental Resolution.

**“Escrow Securities”** shall mean direct obligations of the United States of America, or other securities, the principal and interest of which are unconditionally guaranteed by the United States of America, and including certificates evidencing ownership of serially maturing interest payments and principal payments on United States Treasury Notes or Bonds.

**“Refunded Bonds”** means certain of the 2016A Bonds in the principal amounts and maturing in the years specifically identified in the Delegation Certificate, as approved by the Delegated Officer upon sale of the 2026A Bonds.

**“Regulations”** means the treasury regulations promulgated under the Code and those provisions of the treasury regulations originally promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, which remain in effect under the Code.

**“Representation Letter”** means the Blanket Representations Letter from the University to DTC dated June 18, 1999.

**“Resolution”** means the Resolution providing for the issuance of revenue bonds adopted by the Board on September 17, 1992, as previously amended and supplemented, and as further amended and supplemented by this Supplemental Resolution.

**“Securities Depository”** means DTC or any successor Securities Depository appointed pursuant to Section 210.

**“Supplemental Resolution”** means this Supplemental Resolution adopted by the Board on February 18, 2026, authorizing the issuance of the 2026A Bonds upon the sale thereof, setting

forth certain requirements of the terms of sale of the 2026A Bonds, delegating authority to approve the final terms and provisions of the 2026A Bonds, and providing for related matters.

“**Trustee**” means The Bank of New York Mellon Trust Company, N.A., having an office in Houston, Texas, as successor trustee, and its successors and permitted assigns pursuant to the Resolution, as paying agent, trustee, and registrar for the 2026A Bonds.

“**2026A Costs of Issuance Account**” means the account created pursuant to Section 301 of this Supplemental Resolution, to be established, held and administered by the Escrow Agent from which the Costs of Issuance of the 2016A Bonds shall be paid by the Escrow Agent.

“**Underwriter**” means Barclays Capital Inc.

The terms “**hereby**,” “**hereof**,” “**hereto**,” “**herein**,” “**hereunder**,” and any similar terms as used in this Supplemental Resolution refer to this Supplemental Resolution.

**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 2026A 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(c) 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 2026A Bonds are sold and issued.

## ARTICLE II AUTHORIZATION, TERMS AND ISSUANCE OF 2026A Bonds

**Section 201. Authorization of 2026A Bonds, Principal Amounts, Designation, and Confirmation of Pledged Revenues.** In order to provide funds for refunding the Refunded Bonds and to pay Costs of Issuance of the 2026A Bonds, and in accordance with and subject to the terms, conditions and limitations established in the Resolution and this Supplemental Resolution, the 2026A Bonds are hereby authorized to be issued in the aggregate principal amount up to \$46,120,000. The 2026A Bonds shall be designated as follows: “General Revenue Refunding Bonds, Series 2026A” The 2026A 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.

The 2026A Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution, equally and ratably with all Bonds issued under the Resolution.

**Section 202. Intentionally Omitted.**

**Section 203. Issue Date.** The 2026A Bonds shall be dated the date of their original issuance and delivery.

**Section 204. Authorization of Actions Preliminary to Sale of 2026A Bonds.**

(a) The Board desires to sell the 2026A Bonds pursuant to negotiated sale to the Underwriter pursuant to the Act.

(b) The Preliminary Official Statement (the “**POS**”), in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the actions of the University, including the certification by the Bursar 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 2026A Bonds, are hereby acknowledged, approved and ratified.

(c) The Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**, with such changes, omissions, insertions and revisions as the Delegated Officer shall approve, is hereby ratified and approved. Upon the sale of 2026A Bonds, the Delegated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement to the Underwriter. The President of the University and the Bursar of the University are 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.

(d) Upon the sale of the 2026A Bonds, the POS together with such changes, omissions, insertions and revisions to reflect the final terms and provisions of the 2026A Bonds (hereafter referred to as the “**Official Statement**”), shall be approved and signed by the Bursar or President of the University to authorize delivery thereof to the Underwriter for distribution to prospective purchasers of the 2026A Bonds and other interested persons.

(e) In order to comply with subsection (b)(5) of Rule 15c2-12, the Underwriter has provided in the Bond Purchase Agreement that it is a condition to delivery of the 2026A Bonds that the University and the Trustee, as disclosure agent thereunder, shall have executed and delivered the Continuing Disclosure Undertaking. The Continuing Disclosure Undertaking in substantially the form attached hereto as **Exhibit B** is hereby ratified and approved in all respects, and the Board authorizes the Underwriter to include a copy thereof in the POS and Official Statement. Upon delivery of the 2026A Bonds, the Bursar or President of the University 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.

(f) The University and the Escrow Agent shall enter into an Escrow Agreement to provide for the defeasance and refunding of the Refunded Bonds, as specifically identified in the Delegation Certificate upon sale of the 2026A Bonds. Prior to the issuance of the 2026A Bonds, the Bursar or President of the University is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement on behalf of the Board and the University with respect to the refunding of the Refunded Bonds, in the form as approved by such officer, the execution thereof to constitute conclusive evidence of such approval. The Bursar is hereby authorized to perform all such acts as may be necessary or advisable to comply with the Escrow Agreement or to carry out or give effect to the Escrow Agreement.

**Section 205. Sale of 2026A Bonds and Related Documents; Delegation Authority.**

(a) Pursuant to Section 57-235, Idaho Code, as amended, the Board hereby delegates to the Delegated Officer the power to make the following determinations on the date(s) of sale of the 2026A Bonds, without any requirement that the members of the Board meet to approve such determinations, but subject to the limitations provided:

(i) The rates of interest to be borne on the 2026A Bonds, provided that the interest rates of the 2026A Bonds allocated to refunding the Refunded Bonds, as certified by the University's financial advisor and the Underwriter, shall not exceed the rates that will achieve an aggregate dollar amount of savings in the aggregate debt service on the Refunded Bonds, the net present value of which, computed using as a present value factor the arbitrage yield on the 2026A Bonds, shall equal at least three and zero hundredths percent (3.0%) of the aggregate principal amount of the Refunded Bonds taken as a whole.

(ii) The aggregate principal amount of the 2026A Bonds on the sale date(s); provided, aggregate principal amount of the 2026A Bonds allocated to the refunding of the Refunded Bonds shall not exceed \$46,120,000.

(iii) The amount of principal of the 2026A Bonds maturing, or subject to mandatory sinking fund redemption in any particular year, and the rate of interest accruing thereon.

(iv) The maturities and amounts of the Refunded Bonds.

(v) The final maturity date of the 2026A Bonds allocated to the refunding of the Refunded Bonds shall not be later than the last maturity of the Refunded Bonds.

(vi) The price at which the 2026A 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 0.60% of the principal amount of the 2026A Bonds.

(vii) The dates, if any, on which, and the prices at which, the 2026A Bonds will be subject to optional and mandatory sinking fund redemption.

(viii) The terms of any contract for credit enhancement of the 2026A Bonds.

(b) Upon the sale of the 2026A Bonds, the Delegated Officer shall execute a Delegation Certificate substantially in the form attached hereto as **Exhibit C** and incorporated by reference herein reflecting the final terms and provisions of the 2026A Bonds and certifying that the final terms and provisions of the 2026A Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (a) above.

**Section 206. Execution and Delivery of 2026A Bonds.** The 2026A Bonds shall be manually executed on behalf of the University by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board. The 2026A Bonds shall be delivered to the Underwriter upon compliance with the provisions of Section 3.2 of the



Resolution and at such time and place as provided in, and subject to, the provisions of the Bond Purchase Agreement.

**Section 207. Redemption of 2026A Bonds.** Upon the sale of the 2026A Bonds, the 2026A Bonds will be subject to redemption pursuant to the terms of the Bond Purchase Agreement, as approved by the Delegated Officer, and if subject to redemption, the following provisions shall apply:

(a) Selection for Redemption. If less than all Series 2026A Bonds are to be redeemed, the particular maturities of such Series 2026A 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 2026A Bonds are to be redeemed, the Series 2026A Bonds to be redeemed will be selected by lot. If less than all of a Series 2026A 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.

(b) Notice of Redemption. The Resolution requires the Trustee to give notice of any redemption of the 2026A 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 2026A 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 2026A Bonds, unless upon the giving of such notice such 2026A 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 2026A 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 2026A 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 208. Form of 2026A Bonds.** The 2026A Bonds are hereby authorized to be issued in the form set forth in **Exhibit D** attached hereto and incorporated herein by this reference, with such revisions and designations as required pursuant to the terms of sale thereof.

**Section 209. Book-Entry Only System.**

(a) The 2026A 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 2026A Bonds, except in the event that the Trustee issues Replacement Bonds, as defined and provided below. It is anticipated that during the term of the 2026A 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 2026A Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the 2026A Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of,

premium, if applicable, and interest on the 2026A Bonds and all notices with respect to the 2026A Bonds shall be made and given in the manner provided in the Representation Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the 2026A 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 2026A Bond certificates (the “**Replacement Bonds**”) to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners’ interests in the 2026A 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 2026A 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 2026A 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 2026A 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 2026A Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the 2026A Bonds.

(d) The Representation Letter previously executed and delivered by the University to DTC is for the purpose of effectuating the initial Book-Entry System for the 2026A 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 Representation Letter. In the event of any conflict between the terms of the Representation 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.

(e) Prior to any transfer of the 2026A Bonds outside the book-entry system (including but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any costs basis

reporting obligations under Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

**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 that 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 former Securities Depository shall surrender the 2026A Bonds to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of 2026A Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

### ARTICLE III CREATION OF ACCOUNTS, APPLICATION OF BOND PROCEEDS

**Section 301. Creation of 2026 Costs of Issuance Account.** There is hereby established in the hands of the Escrow Agent, a separate account designated as the “2026A Costs of Issuance Account.” Moneys in the 2026A Costs of Issuance Account shall be used for the payment of the Costs of Issuance of the 2026A Bonds or pending payment of costs, invested pursuant to the Escrow Agreement. Any moneys remaining in the 2026A Costs of Issuance Account forty-five (45) days after issuance of the 2026A Bonds shall be transferred promptly by the Escrow Agent to the University for deposit into the Bond Fund.

**Section 302. Application of Proceeds of 2026A Bonds Upon Sale Thereof.** Pursuant to the Written Certificate(s) of the University to be delivered prior to the issuance of the 2026A Bonds, the proceeds of the sale of the 2026A Bonds (net of the Underwriter’s fee for its services with respect to the 2026A Bonds), shall be deposited as follows and the Trustee may, in its discretion, establish a temporary fund or account in its books and record to facilitate such transfers:

(i) Proceeds of the Series 2026A Bonds in the amount reflected in the Written Certificate shall be wired by the Underwriter to the Escrow Agent for deposit into the Escrow Account, in trust, which shall be directed by the University to be invested as provided by the Escrow Agreement and in accordance with the provisions of Section 57-504, Idaho Code (except for any amount to be retained as cash) to defease and redeem the respective Refunded Bonds.

(ii) Proceeds of the 2026A Bonds in the amount reflected in a Written Certificate of the University shall be wired by the Underwriter to the Escrow Agent for deposit into the 2026A Costs of Issuance Account to pay certain Costs of Issuance of the 2026A Bonds, as provided in the Escrow Agreement.

**ARTICLE IV  
REFUNDING**

**Section 401. Refunding and Defeasance of Refunded Bonds.** In the event the 2026A Bonds are sold and issued pursuant to the authority delegated in Section 205 hereof, the Refunded Bonds shall be irrevocably called for redemption on April 1, 2026, or as soon as practicable thereafter, and shall be refunded with proceeds of the 2026A Bonds, together with proceeds of investment, if any, as provided in Section 302 hereof and in the Escrow Agreement. Notices of defeasance and redemption for the Refunded Bonds shall be given as provided in the Escrow Agreement and pursuant to the 2016A Resolution and the Representation Letter.

Pursuant to the Escrow Agreement the University shall irrevocably set aside for and pledge to the Refunded Bonds, as applicable, moneys and Escrow Securities in amounts which, together with known earned income from the Escrow Securities, will be sufficient in amount to pay the principal of, interest on, and any redemption premium on the Refunded Bonds as the same become due and to redeem the Refunded Bonds on the redemption date. Based upon the foregoing, which shall be verified by the report of The Arbitrage Group, Inc. in the event Escrow Securities are deposited into the Escrow Account, the Refunded Bonds, as applicable, will be defeased upon deposit of such moneys and Escrow Securities immediately following the delivery of the 2026A Bonds.

After the Refunded Bonds shall have become due and payable upon maturity or pursuant to call for redemption, any investments remaining in the respective Escrow Account shall be liquidated and any proceeds of liquidation over and above the amount necessary to be retained for the payment of Refunded Bonds not yet presented for payment, including interest due and payable, shall be paid over to the University for deposit into the Bond Fund.

**Section 402. Escrow Securities.** Pursuant to the Escrow Agreement, Escrow Securities may be purchased with proceeds of the 2026A Bonds and deposited into the Escrow Account to defease the respective Refunded Bonds, as applicable. In the event that state and local government series securities (SLGS) are not available for purchase, the Board authorizes a request for bids be issued on behalf of the University by a bidding agent (the “**Bidding Agent**”), to solicit bids to provide certain Escrow Securities purchased on the open market for deposit into the Escrow Account pursuant to the Escrow Agreement (the “**Open Market Securities**”). The University is authorized to direct that the Bidding Agent solicit bids for the Open Market Securities in a manner that will avail the University of the safe harbor for establishing the yield on the Escrow Securities contained in Section 1.148-5(d)(6)(iii) of the Regulations.

Upon determination by the Bidding Agent of the best bid for providing the Open Market Securities, the Bursar of the University or President of the University is hereby authorized to accept the bid and to do or perform all such acts as may be necessary or advisable to evidence the University’s acceptance and approval of the bid and to carry the same into effect.

The officials of the University are directed to obtain from the Bidding Agent prior to issuance of the 2026A Bonds, such certifications as shall be necessary to evidence the University’s compliance with Section 1.148-5(d)(6)(iii) of the Regulations.

ARTICLE V  
MISCELLANEOUS

**Section 501. Other Actions With Respect to 2026A 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 2026A 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 2026A Bonds. All actions heretofore taken in connection therewith are hereby ratified, approved and consummated. If the President of the Board or the Bursar shall be unavailable to execute the 2026A Bonds or the other documents that they are hereby authorized to execute, the same may be executed by any Vice President of the Board.

**Section 502. Partial Invalidity.** If any one or more of the covenants or agreements, or portions thereof, provided in the Resolution or this Supplemental Resolution, should be contrary to law, 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 the Resolution, this Supplemental Resolution or the 2026A Bonds, but the holders of the 2026A Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

**Section 503. Conflicting Resolutions.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED AND APPROVED this 18th day of February, 2026.

BOARD OF TRUSTEES OF BOISE STATE  
UNIVERSITY

---

President

ATTEST:

---

Secretary



SCHEDULE I

REFUNDING CANDIDATES

	DUE APRIL 1	PRINCIPAL AMOUNT	INTEREST RATE	CUSIP No. 097464**
2027		\$ 2,075,000	5.000	YY1
2028		2,180,000	3.000	YZ8
2029		2,240,000	3.000	ZA2
2030		3,515,000	5.000	ZB0
2031		3,700,000	5.000	ZC8
2032		3,940,000	5.000	ZD6
2033		4,260,000	5.000	ZE4
2036		15,330,000	3.000	ZG9
2039		8,880,000	3.125	ZF1

**EXHIBIT A**

**FORM OF BOND PURCHASE AGREEMENT**



**EXHIBIT B**

**FORM OF CONTINUING DISCLOSURE UNDERTAKING**

**EXHIBIT C**

**FORM OF DELEGATION CERTIFICATE**

EXHIBIT D

FORM OF 2026A BONDS

R-\_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF IDAHO

BOISE STATE UNIVERSITY  
GENERAL REVENUE REFUNDING BONDS, SERIES 2026A

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NO.
_____%	April 1, _____	_____, 2026	097464_____

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Boise State University, a body politic and corporate and an institution of higher education of the State of Idaho (the "University"), for value received, hereby promises to pay, from the Bond Fund (as defined in the hereinafter defined Resolution), to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on \_\_\_\_\_, and semiannually on each April 1 and October 1 thereafter, until the date of maturity or prior redemption of this Bond. Interest shall be calculated on the basis of a 360-day year and twelve 30-day months.

THIS BOND IS AN OBLIGATION OF THE UNIVERSITY PAYABLE SOLELY IN ACCORDANCE WITH THE TERMS HEREOF AND IS NOT AN OBLIGATION, GENERAL, SPECIAL, OR OTHERWISE OF THE STATE OF IDAHO, DOES NOT CONSTITUTE A DEBT, LEGAL, MORAL, OR OTHERWISE OF THE STATE OF IDAHO, AND IS NOT ENFORCEABLE AGAINST THE STATE, NOR SHALL PAYMENT HEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE UNIVERSITY OTHER THAN THE REVENUES, FEES, AND CHARGES PLEDGED THERETO IN THE RESOLUTION. The principal of, interest on, and redemption price of this Bond is payable solely from Pledged

Revenues, which consist principally of revenues from certain student fees and enterprises, as more particularly set forth in the Resolution. Pursuant to the Resolution, sufficient revenues have been pledged and will be set aside into the Bond Fund to provide for the prompt payment of the principal of, interest on, and redemption price of this Bond. For a more particular description of the Bond Fund, the revenues to be deposited therein, and the nature and extent of the security for this Bond, reference is made to the provisions of the Resolution.

Principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the "Bond Register") maintained by The Bank of New York Mellon Trust Company, N.A. (the "Trustee"). Interest shall be paid to the registered owner whose name appears on the Bond Register on the 15th day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid to such registered owner on the due date, by check or draft of the Trustee or by wire or other transfer, at the address appearing on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the designated corporate trust office of the Trustee on or after the date of maturity or prior redemption.

This Bond is one of the General Revenue Refunding Bonds, Series 2026A (the "Bonds") of the University issued in the aggregate principal amount of \$46,120,000 for the purpose of (i) refunding certain outstanding maturities of the University's bonds, and (iii) paying costs of issuing the 2026A Bonds. The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly title 33, chapter 38, Idaho Code, and title 57, chapter 5, Idaho Code and a Resolution providing for the issuance of revenue bonds, duly adopted and authorized by the Board of Trustees of the University (the "Board") on September 17, 1992, as previously supplemented and amended, and as further supplemented and amended by a Supplemental Resolution adopted by the Board on February 18, 2026 authorizing the issuance of the Bonds (collectively, the "Resolution"). All capitalized terms used in this Bond and not defined herein shall have the meanings of such terms as defined in the Resolution.

***[Final redemption provisions to be inserted]***

[Notice of redemption shall be given by mailing notice to the registered owner thereof not less than 35 days nor more than 60 days prior to the redemption date at the address shown on the Bond Register or at such other address as may be furnished in writing by such registered owner to the Trustee. Provided that funds for the redemption price, together with interest to the redemption date, are on deposit at the place of payment at such time, the Bonds shall cease to accrue interest on the specified redemption date and shall not be deemed to be outstanding as of such redemption date.]

The Bonds are initially issued in the form of a separate certificated, fully-registered Bond for each maturity and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE UNIVERSITY OR ITS AGENT FOR REGISTRATION OF TRANSFER,

EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[Upon any partial redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Bond or shall make an appropriate notation with respect to this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.]

The Bonds shall not be transferable or exchangeable except as set forth in the Resolution. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, upon presentation and surrender of this Bond at the designated corporate trust office of the Trustee. Upon such transfer, a new Bond, of the same denomination, maturity, and interest rate will be issued to the transferee in exchange therefor.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond do exist, have happened, been done, and performed, and that the issuance of this Bond and the other bonds of this issue does not violate any constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Board has caused this Bond to be executed by the President of the Board, countersigned by the Bursar of the University, and attested by the Secretary to the Board, and the official seal of the University to be imprinted hereon, as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

**BOARD OF TRUSTEES**  
**BOISE STATE UNIVERSITY**

By: \_\_\_\_\_  
President  
Board of Trustees

By: \_\_\_\_\_  
Bursar

ATTESTED BY:

\_\_\_\_\_  
Secretary to Board of Trustees

[SEAL]

**[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]**

This Bond is one of the Boise State University General Revenue Refunding Bonds, Series 2026A described in the within-mentioned Resolution.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee

By: \_\_\_\_\_  
Authorized Signature

Date of Authentication: \_\_\_\_\_

\* \* \* \* \*

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants by the entirety  
JT TEN - as joint tenants with right of  
survivorship and not as  
tenants in common

UNIF GIFT MIN ACT - under Uniform  
Transfers to Minors Act

\_\_\_\_\_  
(Cust)

\_\_\_\_\_  
(Minor)

\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the list above.

For value received \_\_\_\_\_ hereby sells,  
assigns and transfers unto

INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_  
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of BOISE STATE UNIVERSITY, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\* \* \* \* \*



## CREDIT OPINION

18 December 2024



Send Your Feedback

## Contacts

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EMEA 44-20-7772-5454

## Boise State University, ID

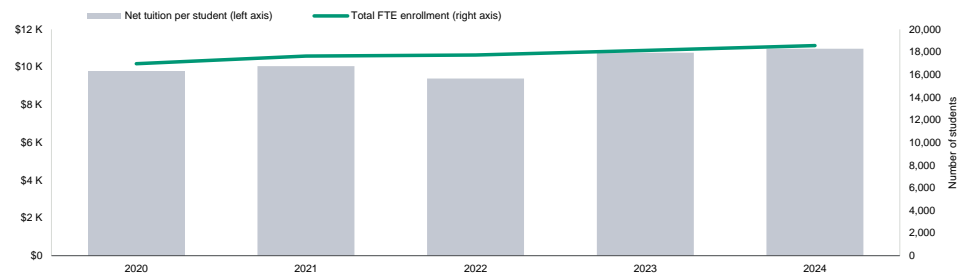
## Update to credit analysis

## Summary

[Boise State University](#)'s (Aa3 stable; BSU) excellent credit quality reflects its brand and strategic position as a large comprehensive urban university in Idaho. The university's credit quality is further supported by its sizable \$563 million scope of operations, strong total wealth with total of cash and investments of \$562 million in fiscal 2024 and continued support from the [State of Idaho](#) (Aaa stable) for operations and capital projects. BSU's enrollment continues to grow steadily, with additional prospects for growth in fall 2025 and beyond. Net tuition revenue remains strong, but future growth is somewhat constrained by a fiercely competitive market for students from a variety of public and private colleges and universities in the Northwest region. Annual gift support for the university is good and increasing, but remains somewhat below many peer institutions. Financial leverage will remain manageable following the issuance of Series 2025A bonds given a low level of debt and moderate pension liability.

Exhibit 1

## Net tuition per student continues to grow modestly alongside FTE enrollment



FTE enrollment is for the fall of each academic year. Net tuition per student is for each fiscal year.

Source: Moody's Ratings

## Credit strengths

- » Strong and stable student demand, reflected in growing enrollment over the past five academic years
- » Very good revenue diversity, driven by strong support for operations from the State of Idaho, stable net tuition revenue and a moderate but growing research base
- » Manageable leverage inclusive of proposed debt issuance and future capital plans

## Credit challenges

- » Fierce competition for students among other low-cost in-state and regional colleges and universities

- » Moderate fundraising which limits prospects for wealth growth compared to peer institutions

### Rating outlook

The stable outlook is based on strong student demand and steady enrollment growth that will continue into fiscal 2026. It also incorporates expectations that BSU will maintain surplus operations that support further growth in financial reserves and liquidity.

### Factors that could lead to an upgrade

- » Substantial increase in total cash and investments that outpaces peers and provides for greater coverage of debt and expenses
- » Sustained growth in the operating scale of the university, reflected in larger annual operating revenue, enrollment and research profile.
- » Strengthening of student demand that leads to net tuition revenue growth and improvement in operating performance

### Factors that could lead to a downgrade

- » Sustained deterioration of operating performance that leads to weakening EBIDA and annual debt service coverage consistently below 2.5x
- » Multiple years of weakening student demand reflected in declining enrollment or net tuition revenue below the fiscal 2024 amount of \$10,974 net tuition per student
- » Notable decline in appropriations for operations from the State of Idaho

### Key indicators

Exhibit 2  
**BOISE STATE UNIVERSITY, ID**

	2020	2021	2022	2023	2024	Median: Aa Rated Public Universities
Total FTE Enrollment	16,963	17,640	17,736	18,137	18,564	31,582
Operating Revenue (\$000)	442,972	440,386	499,224	529,112	563,188	1,560,341
Annual Change in Operating Revenue (%)	4.9	-0.6	13.4	6.0	6.4	4.9
Total Cash & Investments (\$000)	381,972	466,369	476,204	506,352	562,267	2,146,033
Total Adjusted Debt (\$000)	366,313	365,939	366,790	351,389	364,645	1,760,397
Total Cash & Investments to Total Adjusted Debt (x)	1.0	1.3	1.3	1.4	1.5	1.1
Total Cash & Investments to Operating Expenses (x)	0.9	1.2	1.1	1.0	1.0	1.2
Monthly Days Cash on Hand (x)	191	247	241	221	228	189
EBIDA Margin (%)	12.7	15.8	16.5	9.2	9.4	11.7
Total Debt to EBIDA (x)	4.1	3.2	2.7	4.3	4.6	4.4
Annual Debt Service Coverage (x)	3.2	4.2	4.4	2.8	3.0	3.2

Medians are for fiscal 2023  
Source: Moody's Ratings

### Profile

Boise State University, located in the capital city of Idaho, is the largest comprehensive public university in the state. In fiscal 2024, BSU generated operating revenue of \$563 million and enrolled 18,564 full-time equivalent (FTE) students in fall 2024.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody's.com> for the most updated credit rating action information and rating history.

## Detailed credit considerations

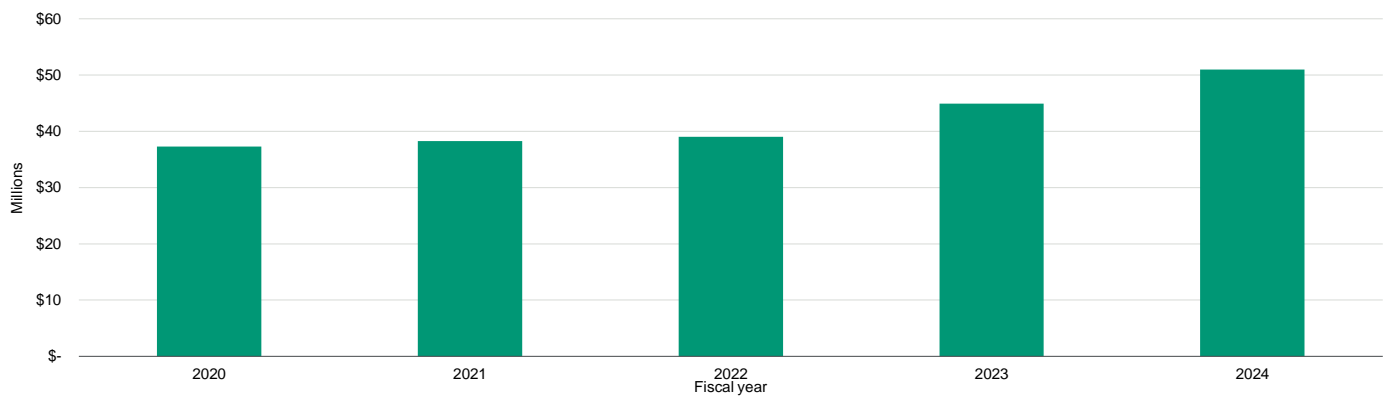
### Market position

Boise State's brand and strategic position will continue to be excellent given its role as the largest public university in the State of Idaho. The university's diverse array of undergraduate and graduate programs offered both in-person and online continue to support stable student demand in a highly competitive market for students in the Northwest region. Enrollment will increase further at both the undergraduate and graduate levels in fall 2025 as university and state leadership continue efforts to recruit a greater number of in-state students, taking advantage of Idaho's favorable demographic trends. An increasingly national profile is supporting growth in nonresident and graduate enrollment as well. To maintain strong student demand, BSU is expanding programs and industry partnerships in emerging areas of study such as microelectronics, semiconductor manufacturing and entrepreneurship.

Exhibit 3

#### BSU's research footprint continues to expand year over year

Total research expenses per fiscal year



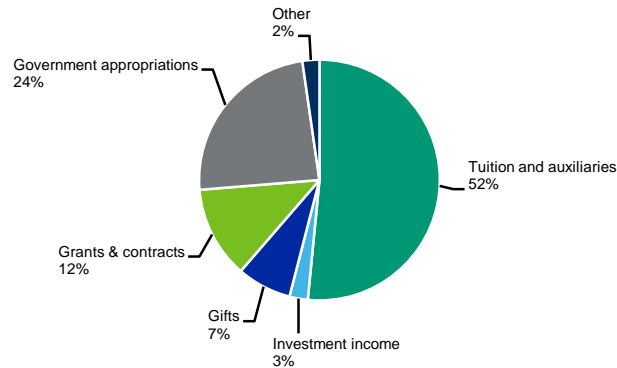
Source: Moody's Ratings

### Operating performance

Boise State's solid operating performance will continue given the university's conservative budgeting practices, stable net tuition revenue and steadily increasing operating appropriations from the state. EBIDA margins will remain generally in line with the fiscal 2024 three-year average of 11.7% as modest tuition and fee increases and growing enrollment contribute to solid net tuition revenue growth. Favorably, waning wage inflation after a period of substantial turnover and increased compensation will result in a lower level of operating expense growth than in the three prior fiscal years. Annual debt service coverage will remain strong given these factors and the university's financial leadership's strong track record of producing favorable operating results. The State of Idaho increased its general fund appropriation for BSU by about 3% in fiscal 2025, and the university expects another modest increase in formula appropriations for fiscal 2026 given rising in-state student enrollment.

Exhibit 4

**Diverse revenue streams and steady state appropriations support consistent surplus operations**  
**Fiscal 2024 sources of revenue, by type**



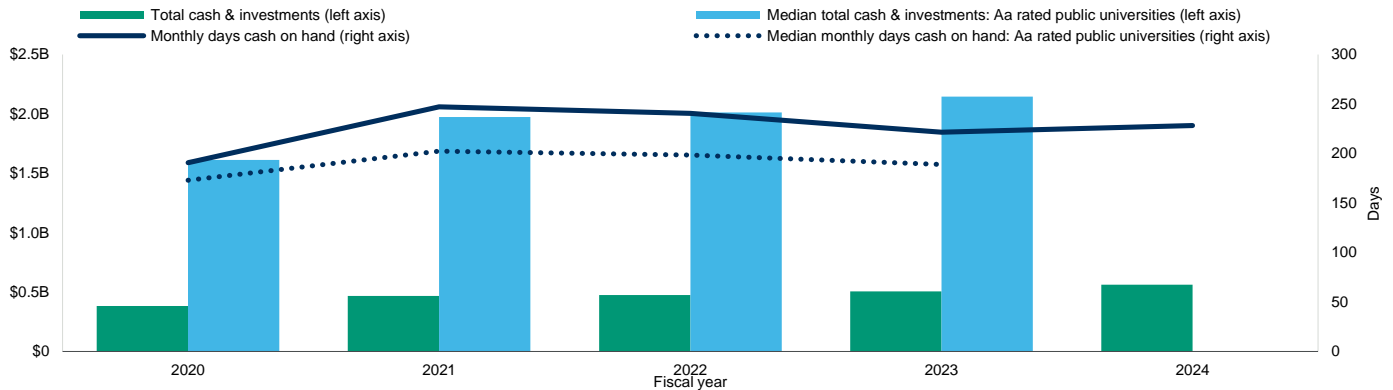
Source: Moody's Ratings

**Financial resources and liquidity**

BSU's wealth and liquidity will remain solid and continue to grow given surplus operations and fundraising progress. The university's fiscal 2024 total cash and investments of \$562 million provided strong 1.0x coverage of operating expenses, giving BSU excellent financial flexibility to regularly invest in strategic program investments and campus facility needs. Three-year average gift revenue of \$40.9 million in fiscal 2024 remains below the fiscal 2023 Aa median of \$70.7 million, however annual fundraising continues to improve as BSU makes strong progress on meeting its \$500 million comprehensive campaign goal.

Exhibit 5

**BSU's wealth is steadily increasing but lower than similarly rated peers. Liquidity is very strong and consistently above the Aa median**



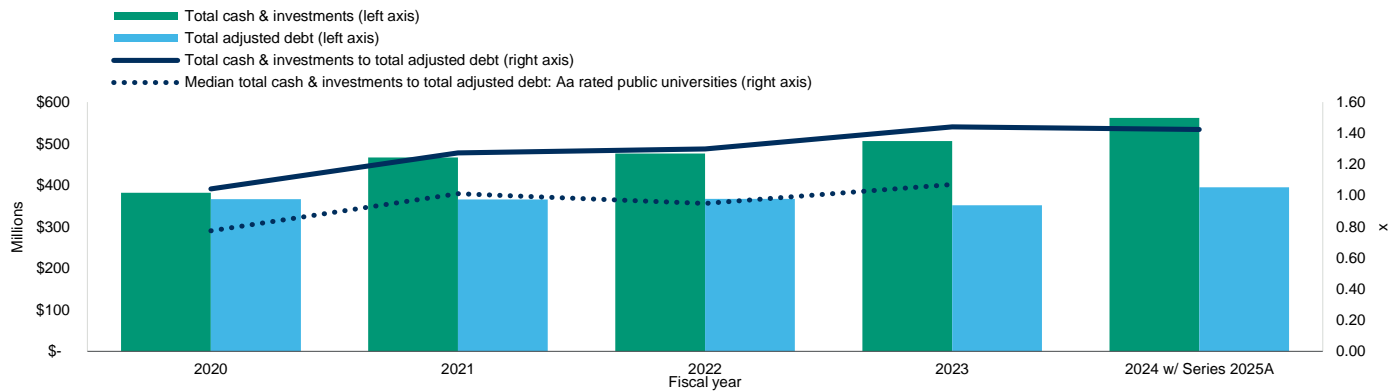
Source: Moody's Ratings

**Leverage and coverage**

Boise State's leverage profile will remain moderate after the issuance of proposed Series 2025A bonds. Pro forma debt to EBIDA of 5.16x remains close to the Aa median of 4.36x for fiscal 2023, indicating some room for additional debt issuance at the current rating level as long as operating performance remains stable. Total cash and investments cover pro forma total adjusted debt by 1.42x. The State of Idaho has provided substantial capital appropriations for deferred maintenance in recent years, reflected in a relatively low age of plant of 14.9 years in fiscal 2024. In addition to the planned expansion of Albertsons Stadium that will be partially financed by the Series 2025A bonds, the university continues to evaluate its major capital needs. Academic facilities and additional public private partnership opportunities to address strategic housing goals are among potential future capital projects.

Exhibit 6

**BSU's financial reserves provide strong coverage of total adjusted debt, even after proposed Series 2025A issuance**



Source: Moody's Ratings

## ESG considerations

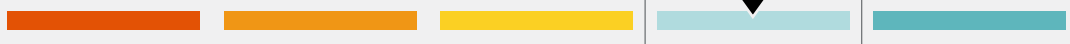
**Boise State University, ID's ESG credit impact score is CIS-2**

Exhibit 7

**ESG credit impact score**

# CIS-2

Score



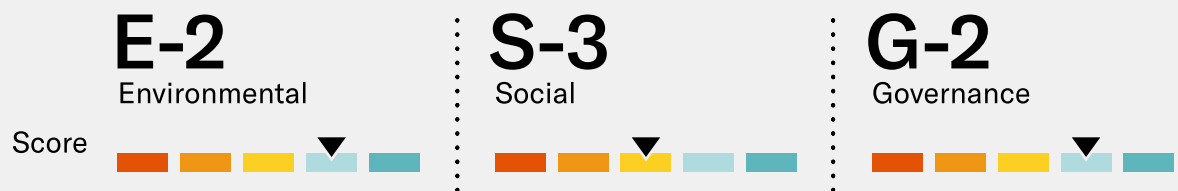
ESG considerations do not have a material impact on the current rating.

Source: Moody's Ratings

Boise State University (BSU)'s **CIS-2** indicates that ESG considerations are not material to the rating. The university's strong brand and focused attention on strengthened operating performance partially mitigates its ESG risk exposures.

Exhibit 8

**ESG issuer profile scores**



Source: Moody's Ratings

## Environmental

BSU's credit exposure to environmental risks is (**E-2**). The university's campus in Boise, ID has some elevated exposure to physical climate risks, including water stress and wildfires. Idaho developed a long-term water plan in 1992 to guide the development, management, and use of the state's water and related resources. The university's own sustainability initiatives include green building features, such as geothermal hot water heating, green roof and solar panels.

### Social

BSU's credit exposure to social risks is **(S-3)**. While demographic trends in the state, especially the Boise metropolitan area, are favorable, the state's college-going rate remains low, and the higher education market is competitive. Positively, Boise State's strong brand and geographic reach means that despite these challenges, enrollment has remained stable and discount rates are lower than peers. Annual appropriations from the state comprise around one-quarter of BSU's operating budget and funding cuts from the state when its revenue softens adds to customer relations risk exposure. The university's human capital exposure benefit from higher than typical use of part-time faculty, more manageable tenure exposure and froze new entrants to the state defined benefit plan in 1990.

### Governance

The university's governance score is **(G-2)**. Due to strong student demand and conservative budgeting, BSU's financial performance is healthy and relatively consistent. The university's risk appetite is slightly elevated; however, annual coverage is healthy, debt is fixed-rate and age of plant is lower than medians. Public universities overseen by a state government have moderately negative exposure to board structure, policies, and procedures risk given the lack of independent control. The eight members of BSU's Board of Trustees also serve as the Idaho State Board of Education, which governs K-20 education in the state. A single board provides consistency of statewide educational goals and policies; however, the board has a fiduciary duty not only to BSU, but all others across the state. The university provides good disclosure around its policies on its website and prepares and publishes audits and continuing disclosure in a timely manner.

ESG Issuer Profile Scores and Credit Impact Scores for the rated entity/transaction are available on Moodys.com. In order to view the latest scores, please click [here](#) to go to the landing page for the entity/transaction on MDC and view the ESG Scores section.

### Rating methodology and scorecard factors

The [Higher Education](#) methodology includes a scorecard that summarizes the factors that are generally most important to higher education credit profiles. Because the scorecard is a summary and may not include every consideration in the credit analysis for a specific issuer, a scorecard-indicated outcome may or may not match an assigned rating. We assess brand and strategic positioning, operating environment, and financial strategy on a qualitative basis, as described in the methodology.

Exhibit 9

**Boise State University, ID**

Scorecard Factors and Sub-factors	Value	Score
<b>Factor 1: Scale (15%)</b>		
Adjusted Operating Revenue (USD Million)	563	Aa
<b>Factor 2: Market Profile (20%)</b>		
Brand and Strategic Positioning	Aa	Aa
Operating Environment	A	A
<b>Factor 3: Operating Performance (10%)</b>		
EBIDA Margin	9%	A
<b>Factor 4: Financial Resources and Liquidity (25%)</b>		
Total Cash and Investments (USD Million)	562	Aa
Total Cash and Investments to Operating Expenses	1.0	Aa
<b>Factor 5: Leverage and coverage (20%)</b>		
Total Cash and Investments to Total Adjusted Debt	1.5	Aa
Annual Debt Service Coverage	3.0	Aa
<b>Factor 6: Financial Policy and Strategy (10%)</b>		
Financial Policy and Strategy	A	A
Scorecard-Indicated Outcome		Aa3
Assigned Rating		Aa3

Data is based on most recent fiscal year available. Debt may include pro forma data for new debt issued or proposed to be issued after the close of the fiscal year.

For non-US issuers, nominal figures are in US dollars consistent with the Higher Education Methodology.

Fiscal 2024 data

Source: Moody's Ratings

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## Boise State University, Idaho; Public Coll/Univ - Unlimited Student Fees

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### Table Of Contents

Credit Highlights

Outlook

Credit Opinion

Enterprise Risk Profile: Strong

Financial Risk Profile: Very Strong

# Boise State University, Idaho; Public Coll/Univ - Unlimited Student Fees

Credit Profile		
US\$47.0 mil gen rev proj and rfdg bnds ser 2025A dtd 02/04/2025 due 04/01/2045		
Long Term Rating	A+/Stable	New
Boise State Univ PCU-USF		
Long Term Rating	A+/Stable	Affirmed
Boise State Univ PCU-USF		
Long Term Rating	A+/Stable	Affirmed
Boise State Univ PCU-USF		
Long Term Rating	A+/Stable	Affirmed

## Credit Highlights

- S&P Global Ratings assigned its 'A+' rating to Boise State University (BSU), Idaho's \$47.0 million series 2025A bonds.
- At the same time, S&P Global Ratings affirmed its 'A+' long-term rating and underlying rating (SPUR) on various bonds issued by BSU.
- The outlook is stable.

## Security

The proceeds of the 2025A bonds will fund various renovation projects, including updating the north end of Albertsons Stadium. In addition, the new issuance will refund the series 2015A general revenue bonds and will be utilized to pay for any costs associated with the issuance. The stadium renovation will provide additional premium seating and amenities while adding food services, student athlete services, and a 360-degree concourse.

Total pro forma debt is \$270.4 million, including the series 2025A bonds and debt outstanding as of June 30, 2024. All of BSU's bonds are parity general revenue debt secured by the university's unlimited student-fee pledge. This student fee is internally dedicated to debt service, and there is no debt service reserve fund. The 2025A bonds are secured by pledged revenues on parity with the other bonds.

## Credit overview

We assess the university's enterprise risk profile as strong, reflecting mostly stable demand metrics, which include growing full-time-equivalent (FTE) enrollment for fall 2024 with the trend of modest growth expected to continue. We assess BSU's financial risk profile as very strong, with consistent full-accrual operating surpluses and healthy levels of financial resources compared with total adjusted operating expenses, offset by a slightly higher total debt burden compared with medians and those of peers. We believe these combined credit factors lead to an anchor of 'a+' and a final rating of 'A+'.

The ratings further reflect our assessment of BSU's:

- History of reporting positive adjusted financial operations on a full-accrual basis, as a result of good fiscal stewardship with a focus on operations and conservative budgeting;
- Enrollment growth in fall 2024, while maintaining most demand metrics at or near that of fall 2023 levels; and
- Solid financial resources compared with total adjusted operating expenses for the rating category.

Partially offsetting these strengths, in our view, are the university's:

- Weakening selectivity in the years after the pandemic, at 87.2% in fall 2024, slightly below that of rating category medians;
- Modest levels of cash and investments compared with pro forma debt levels; and
- Slightly above-average pro forma maximum annual debt service (MADS) burden relative to the rating category.

BSU is in Boise, in western Idaho. It was founded in 1932 and has the largest enrollment of any public Idaho postsecondary institution, with 18,564 FTE students as of fall 2024. The university is fully accredited by the Northwest Commission on Colleges and Universities through 2026, and a number of its academic programs have also obtained specialized accreditation. The majority of students are undergraduates (about 90%), and 70% of the student body is from the state, although a larger proportion of freshmen are from out of state. BSU competes for students with both in-state and out-of-state public universities.

### **Environmental, social, and governance**

Overall, environmental, social, and governance (ESG) factors are neutral in our analysis. However, data from S&P Global Sustainable<sup>1</sup> indicates that organizations in Ada County, Idaho face comparatively elevated exposure to severe rainfall, drought, and wildfires, and these exposures could increase under several climate change scenarios. However, we note that Idaho continues to invest in fire suppression programs to ensure resources are available to fight wildfires.

## **Outlook**

The stable outlook reflects our expectation that, over the next two years, BSU will continue to generate positive full-accrual operating results and maintain its financial resources relative to operations and pro forma debt, while maintaining the overall trend of modest year-over-year enrollment growth.

### **Downside scenario**

Although unlikely during the outlook period, credit factors that could lead to a downgrade include development of a trend of enrollment declines, significant operating deficits, erosion of financial resources relative to the rating category, or the issuance of additional debt to levels that significantly increase BSU's debt burden and cause financial resources to drop to levels that we consider less than adequate for the rating.

### **Upside scenario**

Credit factors that could lead to a positive rating action over time include continued enrollment growth while maintaining other overall demand metrics, along with growth in financial resources, which in comparison with total

pro forma debt and total adjusted operating performance is commensurate with that of higher-rated peers, while maintaining of positive operating margins on a full-accrual basis.

## Credit Opinion

### Enterprise Risk Profile: Strong

#### Market position and demand

We view the university's enrollment and demand profile as solid, with historical steady growth in FTE and stable demand metrics, despite significant competition both in and out of state. However, management reports that they have been approaching capacity restraints for student housing, which has somewhat limited material enrollment growth, specifically for out-of-state students. As a result, FTE enrollment increased only modestly in the last two years. In fall 2023, FTE enrollment increased by 2.3% from the previous year, followed by a 2.4% increase fall 2024 totaling 18,564. It is our understanding that the university has developed plans in an effort to expand capacity, with efforts aligned toward recruitment, retention, and employability. The university is constructing a new 450-bed residence hall scheduled to open in fall 2025. The new residence hall is expected to help alleviate some of the university's capacity concerns of the last few years. We expect that it will take time to fully implement other strategic initiatives to further expand capacity, and management expects enrollment growth could be somewhat muted in the short term despite Idaho demographic projections indicating the 15-to-19-year-old population will increase over the next five years, particularly in southwest Idaho.

In the last two years, numbers of applications have fluctuated slightly. For fall 2023, freshman applications decreased by 5.0% compared with previous years, followed by a 0.8% increase in fall 2024, to a total 16,082. The increase was primarily the result of expanded recruitment efforts in some of the rural areas of Idaho, state programs aimed at encouraging students to apply, and out-of-state demand. The selectivity rate for fall 2024 was 87.2%, compared with 83.9% in fall 2023. However, due in part to the increased selectivity rate, the matriculation rate improved to 24.1% in fall 2024, from 23.0% in fall 2023. The improved matriculation rate resulted in the largest freshman class in the university's history, totaling 3,379. Retention returned to pre-pandemic levels, nearing 79% in the last three years. The six-year graduation rate has improved compared with that of pre-pandemic levels, at between 59% and 61% in the last three years, compared with 50% in fall 2019.

BSU's fundraising is done through the BSU Foundation. The university launched a comprehensive campaign in October 2023, with a goal of raising \$500 million by 2028. The university reports that it is on track to surpass the goal, raising \$392 million, as to our analysis. Funds raised in the campaign will be used to bolster the endowment as well as to fund capital needs and student scholarships.

#### Management and governance

We view the effectiveness of BSU's management and governance as solid, with the majority of the team having a relatively long tenure at the university. Dr. Marlene Tromp has served as the university's president since July 1, 2019, and while we view the management team as stable, there have been a few additions to the senior management team since our last review. In October 2024, Argia Beristain, the former senior associate vice president for development,

was named as the foundation's interim CEO while it conducts a search for a new permanent CEO. The university reports that the transitions have been smooth with no impact on operations. Despite recent changes in senior management, we view the management team's stability and depth favorably overall.

Management oversight and determination of BSU policies and standards is vested with the board, which also serves as the Idaho State Board of Education, the Regents of the University of Idaho, the Board of Trustees for Idaho State University in Pocatello, the Board of Trustees for Lewis Clark State College in Lewiston, and the State Board for Professional-Technical Education and Vocational Rehabilitation. The governor appoints seven of the members of the combined boards for five-year terms. The elected state superintendent of public instruction serves ex officio as the eighth member of the board for a four-year term. The university president introduced strategic themes that include strengthening its research mission, increasing the awareness of program offerings, and outreach to rural students. We view management's commitment to these areas favorably. We also take a positive view of management's standards for operational performance and effectiveness. The university budgets conservatively and produces interim comparative quarterly financial reports prepared using a modified accrual basis of accounting, including management's discussion and analysis. We view this as a best practice.

## **Financial Risk Profile: Very Strong**

### **Financial operations**

We characterize BSU's financial performance as sound, with continued operating surpluses resulting from conservative budgeting practices, along with healthy growth in net tuition revenue. However, for fiscal 2024, net operating income declined slightly, to 2.1%, from 2.3% in fiscal 2023. Management attributes the modest decline to inflationary pressure with increased expenses in nearly all functional areas, but most notably in salaries and benefits as the university works to attract and retain talent. For fiscal 2025, management is anticipating a similar operating performance to that of fiscal 2024; however, we note that the university typically budgets conservatively, resulting in stronger operating results than budgeted.

As Idaho's largest public university, BSU receives one of the biggest portions of state appropriations. Allocations for BSU totaled \$135.2 million in fiscal 2024 and \$126.7 million in fiscal 2022. For fiscal 2025, the university was awarded \$128.9 million (unaudited). In addition, the state awarded the university \$92.0 million in capital appropriations to address deferred maintenance, with a focus on replacing end-of-life equipment, improving energy efficiency, and enhancing safety and resiliency. The Idaho Permanent Building Fund also provides capital funding for various construction projects and repairs at the university; the amount of this funding varies from year to year.

While BSU receives a large share of state appropriations, student-related fees (tuition and fees and auxiliary revenues) account for the majority of revenues. The university's revenue composition has remained about the same over the last year: state appropriations totaled 21.8% of total adjusted operating revenue, student revenue was 52.3% of total adjusted operating revenue, grants and contracts were 11.6% of total adjusted operating revenue, and gifts made up 6.6% of total adjusted operating revenue. Modest tuition and fee increases in most years, coupled with a history of enrollment growth, have led to healthy increases in net tuition revenue. For fall 2024, full-time tuition for residents was \$9,048, a modest increase of 1.9%, resulting in an overall increase of 3.6% to total resident costs (including fees and

tuition). In our view, these amounts remain comparable with those of peer institutions, and modest tuition and fee increases should allow BSU to further increase its net tuition revenue.

### Financial resources

The university's financial resource ratios continue to grow, and we believe they are adequate for the rating. Total cash and investments, including those of the foundation as of June 30, 2024, increased by 19.1% from the previous year, to \$604.0 million. This was the result of increases in long-term investments due to positive market conditions, positive operating performance, and recent successes in fundraising. For fiscal 2024, cash and investments made up 99.2% of total adjusted operating expenses and 223.4% of total pro forma debt.

As of Sept. 30, 2024, the university's investment portfolio totaled \$171.1 million. The asset allocation remains relatively diverse, with 32.7% in domestic equity, 33.0% in non-U.S. equity, 23.6% in fixed income, 10.4% in alternative, and 0.3% in cash and equivalents.

### Debt and contingent liabilities

Total pro forma debt for the university is \$270.4 million, including the series 2025A bonds. All of BSU's bonds are parity general-revenue debt secured by the university's unlimited student-fee pledge. Pro forma MADS occurs in fiscal 2037 and is about \$21.1 million, which is slightly high for the rating category. However, this is offset by the university's amortization of about \$20 million of debt per year, and overall, debt remains manageable for the rating category, at 3.5% of fiscal 2024 adjusted operating expenses. We view management's debt portfolio as conservative, with all debt being fixed-rate with level amortization. Other capital projects in various stages of development include a construction management building and a buildout of the Micron Center research labs. The university is in the planning-and-design phase of building a science building that is partially funded by the state, though construction is not planned to start until the beginning of 2027. As the state's contributions are not expected to cover the entirety of the expenses associated with the building's construction, the university reports that they might partially fund the new building with a new bond issuance. As the exact timing and amount of any new issuance is still to be decided, it is not included in our analysis. Given the university's history of conservative fiscal management, we expect debt issuances will be manageable and in line with sufficient increases in resources, although we will evaluate additional debt at the time of issuance.

#### Boise State University, Idaho--Enterprise and financial statistics

	--Fiscal year ended June 30--				
	2025	2024	2023	2022	2021
<b>Enrollment and demand</b>					
Full-time-equivalent enrollment	18,564	18,136	17,736	17,640	16,962
Undergraduates as a % of total enrollment	89.8	89.7	89.5	88.7	88.7
First-year acceptance rate (%)	87.2	83.9	83.9	83.1	77.5
First-year matriculation rate (%)	24.1	23.0	22.2	24.4	23.7
First-year retention rate (%)	79.0	78.0	79.0	76.0	77.8
Six-year graduation rate (%)	59.0	61.0	59.0	53.0	54.0
<b>Financial performance</b>					
Adjusted operating revenue (\$000s)	N.A.	621,752	574,809	557,167	489,045



**Boise State University, Idaho--Enterprise and financial statistics (cont.)**

	<b>--Fiscal year ended June 30--</b>				
	<b>2025</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>
Adjusted operating expense (\$000s)	N.A.	608,699	561,664	523,416	458,376
Net adjusted operating margin (%)	N.A.	2.1	2.3	6.4	6.7
Estimated operating gain/loss before depreciation (\$000s)	N.A.	43,506	42,301	63,326	57,337
Tuition discount (%)	N.A.	15.9	14.0	14.1	14.5
Student dependence (%)	N.A.	52.3	52.8	50.0	48.2
State appropriations to revenue (%)	N.A.	21.8	22.0	20.5	21.9
Research dependence (%)	N.A.	11.5	11.7	11.4	11.8
<b>Financial resources</b>					
Endowment market value (\$000s)	N.A.	247,547	224,396	199,780	215,009
Related foundation market value (\$000s)	N.A.	247,547	224,396	199,780	215,009
Cash and investments including foundation (\$000s)	N.A.	604,027	507,161	477,757	467,557
Cash and investments including foundation to operations (%)	N.A.	99.2	90.3	91.3	102.0
Cash and investments including foundation to debt (%)	N.A.	245.2	233.9	218.2	211.9
Cash and investments including foundation to pro forma debt (%)	N.A.	223.4	N.A.	N.A.	N.A.
<b>Debt</b>					
Foundation debt (\$000s)	N.A.	3,000	3,000	3,000	N.A.
Total debt with foundation (\$000s)	N.A.	246,295	216,784	218,983	220,651
Proposed debt (\$000s)	N.A.	46,995	N.A.	N.A.	N.A.
Total pro forma debt (\$000s)	N.A.	270,365	N.A.	N.A.	N.A.
Current MADS burden (%)	N.A.	3.4	3.1	3.8	4.5
Pro forma MADS burden (%)	N.A.	3.5	N.A.	N.A.	N.A.
Average age of plant (years)	N.A.	15.0	14.9	14.0	14.6

Total adjusted operating revenue = unrestricted revenue less realized and unrealized gains/losses and financial aid. Total adjusted operating expense = unrestricted expense plus financial aid expense. Net operating margin = 100\*(net adjusted operating income/adjusted operating expense). Student dependence = 100\*(gross tuition revenue + auxiliary revenue) / adjusted operating revenue. Current MADS burden = 100\*(maximum annual debt service expense/adjusted operating expenses). Cash and investments = cash + short-term and long-term investments. Average age of plant = accumulated depreciation/depreciation and amortization expense. N.A.--Not available. MADS--Maximum annual debt service.

**Ratings Detail (As Of December 13, 2024)**

Boise State Univ PCU-USF		
Long Term Rating	A+ / Stable	Affirmed
Boise State Univ PCU-USF		
Long Term Rating	A+ / Stable	Affirmed
Boise State Univ PCU-USF		
Long Term Rating	A+ / Stable	Affirmed
Boise State Univ PCU-USF		
Long Term Rating	A+ / Stable	Affirmed



Ratings Detail (As Of December 13, 2024) (cont.)

Boise State Univ PCU-USF (FGIC) (MBIA) (National)

*Unenhanced Rating*

A+(SPUR)/Stable

Affirmed

Many issues are enhanced by bond insurance.

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# BUSINESS AFFAIRS AND HUMAN RESOURCES

## FEBRUARY 18, 2026

### ATTACHMENT 5

	Ten Year Debt Projection February 2026										
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2031	FY 2032	FY 2033	FY 2034	Total/Avg
1 Proposed Project											
2 2026A Refunding Reduction in Debt Service	\$0	(\$225,147)	(\$218,750)	(\$220,850)	(\$220,150)	(\$220,900)	(\$220,650)	(\$219,400)	(\$222,150)	(\$221,050)	(\$1,989,047)
	\$0	(\$225,147)	(\$218,750)	(\$220,850)	(\$220,150)	(\$220,900)	(\$220,650)	(\$219,400)	(\$222,150)	(\$221,050)	(\$1,989,047)
3 Current University Debt Service	\$21,239,473	\$21,230,814	\$21,230,101	\$21,241,489	\$21,267,454	\$21,290,433	\$21,273,649	\$21,287,457	\$21,353,551	\$21,393,412	\$212,807,833
4 Total Projected Debt Service after Refunding	\$21,239,473	\$21,005,668	\$21,011,351	\$21,020,639	\$21,047,304	\$21,069,533	\$21,052,999	\$21,068,057	\$21,131,401	\$21,172,362	\$210,818,786
5 Operating Budget (excludes direct lending)	\$581,385,816	\$568,443,920	\$555,801,129	\$543,450,253	\$531,384,282	\$519,596,382	\$508,079,888	\$496,828,303	\$485,835,291	\$475,094,675	
6 Current Debt Service as a % of Operating Budget (3/5)	3.65%	3.73%	3.82%	3.91%	4.00%	4.10%	4.19%	4.28%	4.40%	4.50%	4.04%
7 Future Debt Service as a % of Operating Budget (4/5)	3.65%	3.70%	3.78%	3.87%	3.96%	4.05%	4.14%	4.24%	4.35%	4.46%	4.00%
8% is the University's policy limit											

**Assumptions (very conservative to ensure affordability):**

Student Revenue	Base declines 2% from prior year
General Fund	Base declines 3% from prior year
Donations, Sales	Base declines 2% from prior year
Federal Grants	Base declines 2% from prior year
Refundings	Does not factor in future refunding savings

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 18, 2026**

**SUBJECT**

Boise State University– Sponsorship and Naming Rights Agreement for Student Union Building

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Policy V.I

**BACKGROUND/DISCUSSION**

Boise State University engaged a consultant to conduct a comprehensive review of campus sponsorship opportunities, including benchmarking assets against peer universities across the United States, valuing locations, and providing strategic recommendations. As part of this work, the consultant provided a valuation range for the Student Union Building. Concurrently, the University, in partnership with the Boise State Foundation, held discussions with a number of local businesses to assess potential partnerships. Following this evaluation, the University determined that Westmark represents the strongest alignment with the institution's values and long-term objectives and identified Westmark to move forward with the naming rights for the Student Union Building.

This Agreement provides Westmark with the following benefits in exchange for annual sponsorship payments totaling just over eight million dollars:

- Westmark will be the exclusive “Official Credit Union Sponsor of Boise State”
- The Student Union Building will be named and referred to as “Boise State University Westmark Student Union Building” or “Westmark Student Union Building” together with signage and other opportunities for exposure throughout the Student Union Building
- Additional sponsorship opportunities include on and off-campus co-branding, use of the phrase “Proud Sponsor of Boise State University”, and certain on-premises advertising and exposure opportunities
- Experiential exposure including Westmark logo on ID cards, placement of ATMs on campus, creation of a Boise State branded debit card, and additional opportunities mutually agreed upon by the University and Westmark from time to time

This Agreement also provides for a Westmark micro-branch at the Student Union Building during the term of this Agreement. The terms of the corresponding lease agreement will be submitted for Board approval at a subsequent meeting but approval of this Agreement includes a provision committing the University to lease space in the SUB to Westmark on mutually agreeable terms and a fair market lease rate.

The term of this agreement is for a period of ten years with the right to extend for an additional five years upon mutual agreement of the parties on similar terms.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 18, 2026**

Westmark will pay a total of eight million dollars throughout the initial ten-year in annual sponsorship payments plus provide a fund for sponsorship of certain on-campus programming to be identified by the parties ranging from \$50,000-\$75,000 per year.

**IMPACT**

This partnership will help to advance University initiatives that improve the student experience and advance Idaho-forward initiatives. Westmark will contribute over eight million dollars over the ten-year term to the University. The University intends to use these funds to improve the student union building to enhance the facility, elevate the space, and enrich the daily experience of students; to support high-impact student-serving programs, experiences and initiatives.

**ATTACHMENTS**

Attachment 1 – Sponsorship and Naming Rights Agreement  
Attachment 2 - Illustrative Markups

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff has reviewed the Boise State University's (BSU) proposed Sponsorship and Naming Rights Agreement with Westmark Credit Union and finds it to be consistent with Board Policy V.I.

The Foundation, on behalf of BSU, followed a deliberate and competitive process, including the use of an external consultant to benchmark and value campus sponsorship assets and the engagement of prospective partners.

This agreement between BSU and Westmark preserves institutional control, includes appropriate approval provisions for branding and provides meaningful financial support for student facilities and programming. The commitment for Westmark to lease space at fair market value for a micro-branch will be brought forward for separate Board approval.

Board staff recommends approval.

**BOARD ACTION**

I move to authorize Boise State University to enter into the Sponsorship and Naming Rights Agreement with Westmark Credit Union substantially in conformance with the Agreement attached hereto and authorize the President, Chief Financial Officer, or designee to execute the same and to take such further action as necessary to effectuate the same.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

## NAMING RIGHTS AND ACADEMIC SPONSORSHIP AGREEMENT

This Student Union Building Naming Rights Agreement (the “Agreement”) is made between BOISE STATE UNIVERSITY, a public higher education institution in the State of Idaho, whose business address is 1910 University Drive, Boise, ID 83725-1200 (the “University”) and Westmark Credit Union, an Idaho nonprofit corporation, whose business address is 2520 Channing Way, Idaho Falls, ID 83404 (the “Sponsor” or “Westmark”) effective as of \_\_\_\_\_, 2026 (“Effective Date”). University and Westmark may each be referred to herein as a “Party” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, the University owns the Student Union Building located on the main campus of Boise State University, in Boise, Idaho (the “SUB”); and

**WHEREAS**, the SUB facilities include dining areas, study spaces, lounges, conference spaces, an auditorium, exhibition spaces, and commercial spaces; and

**WHEREAS**, the University manages and operates the SUB and its facilities, resources and spaces to foster engagement and community among students, faculty, staff and visitors; and

**WHEREAS**, the University desires to obtain sponsors to support the University and its various operations, including the SUB; and

**WHEREAS**, the Sponsor desires to support the University and receive in return certain sponsorship and advertising rights at the SUB and other co-branding and sponsorship opportunities in connection with the academic mission of the University; and

**WHEREAS**, Sponsor shall be the exclusive “Official Credit Union Sponsor of Boise State” as further described herein and shall have the exclusive right to use the name “Official Credit Union Sponsor of Boise State”; and

**WHEREAS**, certain Sponsor recognition areas located at the SUB will provide an opportunity for the University to recognize Sponsor’s support of the University; and

**WHEREAS**, the Parties intend to identify throughout the Term additional opportunities for co-branding which recognize the sponsor’s contributions to the University; and

**WHEREAS**, Sponsor wishes to pay University over a ten (10) year period in exchange for naming rights to the SUB and other advertising and marketing opportunities, with an optional right to renew for an additional five-year period; and

**WHEREAS**, the Sponsor and the University have agreed that the facility currently known as the “Student Union Building” will be renamed “Boise State University Westmark Student Union Building” and most commonly referred to as the “Westmark Student Union Building” during the term of this Agreement unless the Agreement is expired or terminated as provided herein.

**NOW, THEREFORE**, in consideration of the foregoing and for the condition and covenants herein contained as and for good and valuable consideration, the Parties hereby mutually agree as follows:

1) Grant of Rights.

- a) SUB Naming. In accordance with the terms and conditions of this Agreement, University hereby grants to Sponsor the exclusive right and license to name the SUB during the Term (defined below). The Parties hereby agree that the SUB currently known as the “Student Union Building” on the

main campus of Boise State University shall be renamed and referred to as “Boise State University Westmark Student Union Building” or “Westmark Student Union Building” ( “SUB Name” as used herein), as of the Commencement Date (as hereinafter defined). For the sake of clarity and the avoidance of doubt, the SUB as used herein does not include the Special Events Center or SpEC or any other campus facilities.

- b) SUB Stylized Wordmark and Co-Branded Marks. During the Term of this Agreement, the Parties agree that University will develop a graphic design incorporating the SUB Name to be used as the primary mark associated with the SUB (the “SUB Stylized Wordmark”), to be used for primary and ancillary marketing and promotional purposes pursuant this Agreement. The SUB Stylized Wordmark will be mutually agreed upon by the Parties. The Parties will design and approve a simplified version of the SUB Stylized Wordmark for use in certain areas where space may be limited (such as University wayfinding) and the full mark may not be workable, which may be used anytime the primary mark is not feasible or where the secondary mark may be desired by the Parties for the particular use. In addition, the Parties will work together to develop, at Sponsor’s sole expense, a graphic design incorporating additional University Marks together with Westmark Trademarks (as defined herein below), for use in additional branding opportunities (“Co-Branded Marks”). For purposes of this Agreement, “University Marks” shall mean, whether presently owned or hereafter acquired by University, (i) all of University’s federally registered trademarks and service marks, (ii) all of University’s state registered trademarks, and (iii) all of University’s various common law trademarks. Co-Branded Marks shall not include or incorporate any University Marks associated primarily or exclusively with Boise State Athletics. The Co-Branded Marks, and their associated usage, shall be mutually approved by the Parties and any use of the Co-Branded Marks is subject to final approval of the University prior to use. University shall not unreasonably withhold approval.
- c) Additional Logos and Branding Opportunities. Sponsor and University may identify additional opportunities for on and off-campus co-branding, utilizing the SUB Stylized Wordmark, Co-Branded Marks, or utilizing other academic marks of Boise State University and/or Westmark. These opportunities will be mutually identified and agreed upon between the Parties and any use of University Marks is subject to prior written approval by the University’s Office of Communications and Marketing. Use of the University Marks should recognize the nature of the relationship between the University and Westmark, by incorporating the phrases “Proud Sponsor of Boise State University, or Official Credit Union Sponsor of Boise State University,” for example, and may not imply an endorsement of or use of Westmark services by Boise State University.
- d) Signage and Exposure in the SUB. Sponsor shall have the right, in addition to such naming, to On Premises Advertising at the SUB, Digital Exposure, and Experiential Exposure as follows, provided however for the sake of clarity and the avoidance of doubt, that any items below listed as subject to or requiring mutual agreement or described as to be agreed upon are not guaranteed, and are subject to the express approval of the University and, if applicable, the Idaho State Board of Education:
- i) Exterior Exposure Elements – SUB Stylized Wordmark on the following SUB entrance marquees
    - Lincoln Avenue and West University Drive
    - West University Drive
    - North SUB entrance facing the University’s grass intramural field
  - ii) Interior Exposure Elements- SUB Stylized Wordmark on the following:
    - SUB television monitors and digital screens, in rotation with other campus materials

- SUB facility signage, including posters, banners, and graphics
  - SUB Stylized Wordmark branded print collateral, including table tents, rack cards, and programs
  - Campus wayfinding signage
- iii) The University shall use good faith efforts to notify Sponsor of any new advertising, sponsorship, or promotional benefits in the SUB. If, within a commercially reasonable time (as determined by the University), Sponsor expresses interest in such advertising, sponsorship, or promotional benefits, the Parties shall enter into good faith discussions regarding Sponsor's acquisition of such advertising, sponsorship or promotional benefits for additional consideration or as a substitute for other benefits provided hereunder, as the Parties may mutually agree.
- iv) Digital Exposure
- Westmark Credit Union name and/or logo on Boise State University SUB website: [www.boisestate.edu/studentunion](http://www.boisestate.edu/studentunion)
  - Sponsorship announcement and press release published by the University, subject to Sponsor approval
- v) Experiential Exposure
- All new physical Employee and Student ID cards will include the Westmark logo.
  - Campus Maps.
  - Sponsor ability to use the SUB event space up to two times per year, the specific dates and times to be agreed upon by the Parties and subject to availability.
  - Exclusive right to place ATMs and ITMs, or such other electronic self-service machine that may develop throughout the term of this Agreement, on the Boise State University academic campus subject to any preexisting contractual obligations of University. Academic campus ATMs are located in the Interactive Learning Center ("ILC") and the SUB. The number and location of the above referenced machines shall be mutually agreed between University and Sponsor. All costs associated with this opportunity, including any costs to terminate preexisting contracts covering these ATMs and any operation and machinery costs, to be borne by Sponsor.
  - Creation and promotion of a Boise State University branded debit card subject to mutually agreeable terms and conditions. However, the decision of any individual whether student, faculty, or staff, to apply for and/or utilize the card will forever be optional and up to the individual. Any marketing to University students of the debit card, should one be created, may only be done with the express advance written consent of University's Office of Communications and Marketing (e-mail being sufficient). University may decide in its sole discretion that the marketing materials or advertising plans are approved, disapproved, or approved with conditions. Should the Parties later decide by mutual agreement to move forward with the creation and promotion of a branded credit card, the credit card shall not be marketed on campus, including in the SUB, or directly to Boise State University students, and any campaign for branded



credit cards and associated terms thereof must be mutually agreed to prior to initiation.

- Opportunity to provide financial literacy information sessions to the campus community to be agreed upon by the Parties
- Direct-to-student/staff promotional opportunities to be agreed upon by the Parties, subject to compliance with applicable State and federal laws regarding marketing communications and sharing of student and personnel information including without limitation Idaho Code 74-120(1) and the Federal Education Rights and Privacy Act.
- Sponsor shall be exclusively entitled to refer to itself as “the Official Credit Union Sponsor of Boise State University”. In referring to itself in this manner, however, the Sponsor must not imply that the University, the State Board of Education, or the State of Idaho endorses the Sponsor or its products or services.

vi) Physical Commercial Presence in the SUB

- The Parties shall negotiate in good faith to enter into a mutually agreed upon lease agreement for space within the SUB to be used as a Westmark Credit Union branch, with square footage to be determined and annual rental payments at fair market value. This lease shall include space for an ATM, ITM, and/or such other self-service machine that may develop throughout the term of the lease agreement.
- e) Sponsor agrees that in exercise of its rights granted hereunder, it shall ensure that any use of the SUB name and/or SUB Stylized Wordmark, Co-Branded Marks, or any other representation of the University as permitted hereunder shall be mindful of and consistent with the good image, message and reputation of the University and that such promotion or recognition will not materially distort or impair the presentation and image of the University.
- f) Sponsor acknowledges that the University maintains several other advertising opportunities and sponsors (such as banners, signs, ticket sponsors, merchandise sponsors, event sponsors, etc.) in many categories, including financial services categories. None of any such current or future advertising or sponsorship is affected, diminished, encumbered, or prohibited, by this Agreement, other than where an element of Sponsor exclusivity has been explicitly set forth herein. Without limiting the foregoing, it is understood and agreed that sponsorship and advertising rights tied to athletics, esports, and alumni relations programming are specifically excluded.
- g) Sponsor hereby grants the University a limited, non-exclusive right to use the Westmark name, service mark, trademark, trade dress or other commercial symbols (“Westmark Trademarks”) provided by Sponsor to University, only as provided in this Agreement during its term, subject to all of the following conditions. The University recognizes the exclusive ownership and rights of the Sponsor in the Westmark Trademarks and will not contest, directly or indirectly, or in any way impair such exclusive ownership of the Westmark Trademarks or aid or encourage others to do so, during the term of this Agreement or afterwards. The University recognizes that all uses of the Westmark Trademarks hereunder will at all times inure to the benefit of Sponsor, and that it acquires no right, title or interest to the Westmark Trademarks. The University is not authorized to sublicense or allow any other party to use the Westmark Trademarks.
- h) Sponsor acknowledges that Chartwells or its successor has the right to operate and control all food and beverage concessions within the SUB, including the control over pricing, product placement and selection.

- 2) Term. This Agreement shall become effective on the Effective Date, provided both Parties have executed the Agreement and approval by the Idaho State Board of Education as provided in Section 23 below has been obtained, and will expire ten (10) years after the date on which the University completes the installation of the exterior and interior exposure elements (the “Commencement Date”) as required in Section 1(d)(i-ii) of this Agreement unless sooner terminated pursuant to the provisions hereof, or by virtue of a default, and may be extended upon mutual agreement of the Parties for an additional period of five (5) years. Notice of Sponsor’s intent shall be provided as set forth in Section 11(a). The Commencement Date shall be set forth in a writing signed by both Parties, setting forth mutual satisfaction and acceptance of the installation of the exterior and interior exposure elements and documenting the Commencement Date.

At the end of the first five-year period, the Parties or their designees shall meet to discuss the Agreement, to determine if any components, including the sponsorship amounts, should be updated based on modifications to the University or the SUB, or based on financial considerations such as an updated valuation of the value of the sponsorship. If the Parties mutually agree that the Agreement should be modified or updated, the Parties will cooperate in good faith to amend this Agreement or enter into supplemental agreements as necessary to reflect the agreed-upon changes. In the event the Agreement is materially modified, such modifications shall be presented to the State Board for approval.

- 3) Right of First Negotiation. University agrees that it will not directly or indirectly solicit indications of interest for, or negotiate with any person regarding, or enter into any agreement or understanding with respect to naming rights for the SUB during the six month negotiation period beginning twelve months prior to the expiry of the Term, and ending six months prior to the expiry of the Term without the University having first engaged in good faith exclusive negotiations with Westmark for an extension of this Agreement beyond the initial Term. Sponsor understands that, at any time after the conclusion of this six-month negotiation period, but not before, the University shall be free to negotiate with any third party regarding a replacement agreement.

- 4) Payments; Invoicing.

- a) In support of the University, Sponsor agrees to pay the University the sum of **Eight Million Dollars (\$8,000,000)**, payable in installments according to the following schedule:

Annual Contributions

- (1) For the first annual contribution, Sponsor shall pay the University \$2,000,000 when the University completes the installation of the exterior exposure elements and the interior exposure as provided in Section 1(c)(i-ii) of this Agreement; and
- (2) In each subsequent year for years 2 - 5, the annual contribution amounts shall be \$550,000 and shall be paid on each anniversary of the Commencement Date; and
- (3) For the year 6 annual contribution, Sponsor shall pay the University \$1,200,000 and shall be paid on the anniversary of the Commencement Date; and
- (4) In each subsequent year for years 7 - 10, the annual contribution amounts shall be \$650,000 and shall be paid on each anniversary of the Commencement Date; and

Should the Parties mutually decide to extend the Agreement for an additional five (5) years, then Sponsor agrees to pay the University an additional **One Million Dollars (\$1,000,000)** payable in installments according to the following:

- (5) In each subsequent year for years 11 - 13, the annual contribution amounts shall be \$250,000 and shall be paid on each anniversary of the Commencement Date; and
- (6) In year 14, the annual contribution amount shall be \$150,000 and shall be paid on the anniversary of the Commencement Date; and
- (7) In year 15, the annual contribution amount shall be \$100,000 and shall be paid on the anniversary of the Commencement Date.

The annual contribution funds set forth in this Paragraph 4(a) shall be used for any of the following purposes: capital improvements to the SUB intended to enhance the facility, elevate the space, and enrich the daily experience of students; and support for high-impact student educational programs and scholarship initiatives, including but not limited to Community Impact Scholars, True Blue, and other Idaho-forward initiatives.

- b) The annual contribution sponsorship amounts specified above do not include the cost of production and installation of signs and other exposure elements in the Sponsor recognition areas containing graphics and copy designated by Sponsor at the commencement of this Agreement as well as all other exposure elements outlined in Section 1 of this Agreement, both physical and virtual (collectively “the Sponsorship Elements”). The cost of production and installation of the Sponsorship Elements up to \$250,000 shall be borne equally by the Parties. All costs of production and installation of the Sponsorship Elements exceeding \$250,000 shall be borne by the Sponsor. These amounts will be due and payable in full to University at the same time as the First Annual Contribution and are over and above the amount of the First Annual Contribution set forth in Paragraph 4(a)(1) above. Also not included in the sponsorship amounts above are any construction or renovation costs relating to the Sponsor branch location, should the Parties agree to go forward with a lease agreement; in that event, Sponsor will pay University all actual costs to create and construct the branch location. Sponsor must approve the quality of all Sponsorship Elements before they are produced, installed or otherwise used, which approval will not be unreasonably withheld. Any subsequent graphics changes in the Sponsorship Elements made at the request or direction of Sponsor will be made at the Sponsor’s sole expense (including the cost of removal and installation) with the work performed by the University. The University shall be responsible for all costs and expenses of operating and maintaining all Sponsorship Elements including sign replacements, updates or refurbishments due to vandalism and other damage, theft, and wear and tear.
- c) In addition to the annual contributions set forth in Paragraph 4(a) and the costs owed as set forth in Paragraph 4(b), the Sponsor shall provide additional campus programming funds to be used exclusively for the support of educational programs, initiatives, and experiences as mutually agreed upon by the Parties. In each of years 1 – 5 of this Agreement, the campus programming funds paid to University shall be \$50,000. In each of years 6 – 10 of this Agreement, the campus programming funds paid to University shall be \$60,000. Should the Parties mutually decide to extend the Agreement for an additional 5 years, in each of years 11 – 15 of this Agreement, the campus programming funds paid to University shall be \$75,000. These amounts will be due and payable in full to University at the same time as the First Annual Contribution and each subsequent annual contribution. In the event that the maximum amount of such funds is fully expended for the agreed-upon purposes in any given year, any additional campus event sponsorship or related expenditures for that year shall be the sole responsibility of Sponsor. Any additional campus event sponsorships or related expenditures that Sponsor participates in shall be mutually agreed upon between University and Sponsor.
- d) Per the express direction of University and as set forth in this paragraph, Sponsor shall pay The Boise State University Foundation (“Foundation”) the amounts set forth in this Agreement and

owed to University. The Foundation shall invoice Sponsor for the amounts owed to University on the schedule set forth in Paragraphs 4(a), 4(b), and 4(c) herein above for the duration of the Agreement. Payment of all invoiced amounts shall be due within sixty (60) calendar days from Sponsor's receipt of the applicable invoice, whether delivered by regular mail or electronic mail. All invoices shall be sent to the following address and shall include payment instructions:

Westmark Credit Union  
2520 Channing Way  
Idaho Falls, ID 83404  
Attn: Accounts Payable

- e) Upon receipt of payment, the Foundation shall distribute all funds received as directed by the University in good faith to the general betterment and improvement of the SUB facilities, student experience, and campus programming in the areas of support as outlined within this Agreement in Paragraphs 4(a), 4(b), and 4(c) above. Such distribution shall be at the sole discretion of the University, subject to the parameters set forth in this Agreement.
- f) For the sake of clarity, all amounts owed under Paragraphs 4(a) and 4(c), but not those amounts owed under 4(b), during the initial Term are set forth in a table attached hereto as Exhibit A.

5) Non-Exclusivity.

- a) The University reserves the right to sell, directly or through its multi-media partner or partners, advertising and marketing rights on its campus. This Agreement shall not preclude the University from seeking and obtaining corporate or other types of sponsors for specific events in the SUB. The signage of another corporate sponsor, other than Sponsor, shall only remain in the SUB for the specific event for which that person is a corporate sponsor. The University may place temporary signage containing a corporate sponsor's logo in the SUB and use the sponsor's name in conjunction with the event title. University may permit any other party which is a promoter or named sponsor of an event being held in the SUB to display temporary signage at the SUB and make any public announcements or SUB advertising prior to and during the presence of such event at the SUB. As stated herein, University retains the rights to other types of advertising and sponsorship as well, including but not limited to other naming rights and rights or sponsorships and advertising sold through University's its multimedia rights partner.

6) Approval of Institution.

- a) Sponsor shall first approve all copy and graphics proposed for display. Then, all copy and graphics proposed for display by Sponsor are subject to approval by the University through its Office of Communications and Marketing. The University shall have the right to decline to display any copy of graphics which are in violation of any statute, regulation or ordinance, or which the University reasonably considers to be misleading or offensive or that convey a message the University feels does not meet the standards for University messaging. The University shall not display a message which contains a comparative or qualitative description of the Sponsor's product, price information about Sponsor's product or any message that otherwise endorses Sponsor's product.
- b) All proposed copy or graphics shall be submitted by Sponsor to Institution not less than thirty (30) days prior to the anticipated date of display.

7) Loss of Use by Force Majeure.

- a) Unless otherwise provided in this Agreement, if performance under this Agreement is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the Parties, including but not limited to, fire, flood, epidemic, earthquake, explosion, act of God or public

enemy, riot or civil disturbance, strike, labor dispute, war, terrorist threat or activity, any government law, order, or regulation, or order of any court or jurisdiction (a “Force Majeure”), the restricted party will not be in breach hereof and the performance or obligation of such party will be excused for a period of time equal to the period during which the Force Majeure prevents such performance. In such event, the Parties will make reasonable efforts to determine sufficient “make goods” allowing the restricted Party to satisfy its obligations hereunder. However, if it is determined that the restricted Party cannot reasonably fulfill its obligations, either Party may terminate this Agreement upon written notice to the other Party (and, if applicable, will be refunded any payments made for the portions of the Agreement that will no longer be fulfilled). The financial condition, default, breach, or intentional or negligent act or omission of this Agreement by the Party seeking excuse from performance will not constitute a Force Majeure.

- b) SUB Damage. If a Force Majeure results in the severe damage or destruction of the SUB to the extent that the SUB must be closed and the repair or reconstruction of the SUB will take longer than ninety (90) days from the time University becomes or should have become aware of the such destruction (the “Discovery Date”), then: (i) if University gives Sponsor notice no more than ninety (90) days following the Discovery Date that the SUB will be repaired and restored within one (1) year of the Discovery Date (the “Repair Assurance”), Sponsor will have no right to terminate this Agreement, provided Sponsor will not be required to make any payments (and will be credited or refunded any payments made) of the Naming Rights Fee due hereunder from the date of any damage or destruction until the first date the SUB is reopened upon the repair and restoration of the SUB following such damage or destruction; but (b) if University fails to give Sponsor such Repair Assurance as set forth herein, Sponsor may terminate this Agreement upon written notice to University (and will be refunded any payments made for the period from the date of the damage or destruction to the date of termination).

8) Reputation; Image and Mission of the Institution.

- a) Sponsor agrees that neither it nor any of its partners, affiliates or operators: shall use the SUB name and/or SUB Stylized Wordmark or Co-Branded Marks in direct association with any of the following prohibited products or classes of services; sell any advertising right to any company that engages in the management of any of the following businesses; or include a reference to any of the following prohibited products or classes of services on the advertising copy directly above, below, next to or in immediate proximity to the SUB name and/or the SUB Stylized Wordmark or Co-Branded Marks, unless otherwise agreed to by University, which approval may be withheld in University’s sole discretion. Such list includes gambling; alcoholic beverages; tobacco or “vaping” products; prophylactics; feminine hygiene products; sexually explicit materials or adult entertainment; religious and/or political materials; ammunition, and/or firearms; any material that is reasonably likely to be considered objectively defamatory, obscene, profane, vulgar or otherwise socially unacceptable or offensive to the general public, or finally, any advertising that is reasonably likely to materially discredit the purposes, values, principles or mission of the NCAA or University or is reasonably likely to have a materially adverse effect on the interests of intercollegiate athletics or higher education.
- b) University agrees that neither it nor any of its partners, affiliates or operators: shall use the Westmark Trademarks, as defined above, in direct association with any of the following prohibited products or classes of services; sell any advertising right to any company that engages in the management of any of the following businesses; or include a reference to any of the following prohibited products or classes of services on the advertising copy directly above, below, next to or in immediate proximity to the Westmark Trademarks, unless otherwise agreed to by Sponsor,

which approval may be withheld in Sponsor's sole discretion. Such list includes gambling; alcoholic beverages; tobacco or "vaping" products; prophylactics; feminine hygiene products; sexually explicit materials or adult entertainment; religious and/or political materials; ammunition, and/or firearms; any material that is reasonably likely to be considered objectively defamatory, obscene, profane, vulgar or otherwise socially unacceptable or offensive to the general public, or finally, any advertising that is reasonably likely to materially discredit the purposes, values, principles or mission of Sponsor or is reasonably likely to have a materially adverse effect on the interests of higher education.

- c) Sponsor will comply with rules, regulations, and policy of the University and the State Board of Education to ensure that the sponsorship itself and the products marketed by Sponsor and associated with this Agreement (regardless of means or location) be, and remain consistent with the proper image and mission of the institution. Sponsor shall not imply that the University, the State Board of Education or the State of Idaho endorses the Sponsor or its products.

9) Default by Sponsor.

- a) Events of Default. The occurrence of one or more of the following matters shall constitute a default by Sponsor (a "Sponsor Default"):

- i) Sponsor's failure to render timely payment when due, if such failure shall continue for a period of thirty (30) days after written notice from University to Sponsor, specifying the failure and demanding that it be cured.
- ii) Sponsor's failure to perform or comply with any other material term or condition of this Agreement, or its material breach of any representation or warranty made herein, and such failure or breach shall continue for a period of thirty (30) days after written notice from the University to Sponsor, specifying the failure or breach and demanding that it be corrected.
- iii) Sponsor (I) applies for or consents to the appointment of a custodian of any kind, whether in bankruptcy, common law or equity proceedings, with respect to all or any substantial portion of its assets, (II) becomes insolvent or is unable, or admits in writing its inability, to pay its debts generally as they become due, (III) makes a general assignment for the benefit of its creditors, or (IV) (x) files a petition seeking relief under the United States Bankruptcy Code or (y) if such a petition is filed by any of its creditors, such petition is approved by a court of competent jurisdiction and such approval is not vacated within 120 days.
- iv) Sponsor or its owners or executives engage in (a) misconduct (including without limitation, misappropriation of funds or property, intentional actions by Sponsor that are injurious to the business interests of University or Sponsor, violation or attempted violation of federal or state securities laws, becoming the subject of a criminal indictment or prosecution, or (b) commission by Sponsor or executives of a crime, an act involving moral turpitude dishonesty, theft, or unethical business conduct, or conduct that impairs or injures the reputation of, or harms, the Sponsor. The Parties acknowledge that the positive public image of the University is paramount to this Agreement. Thus, these events of default, or other similar situations or similar actions of the Sponsor which could reasonably cast a negative image on the University by its sponsorship from the Sponsor shall be considered events of default. The University may terminate the Agreement immediately upon learning of one of these Events of Default.
- v) Rights and Remedies of the University upon Sponsor Default. Upon the occurrence of a Sponsor Default, the University shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) recover all damages provided by law or in equity; (iii) exercise any other right or remedy at law or in equity, including seeking an injunction or order of specific performance and (iv) terminate this Agreement.

10) Default by University.

- a) Events of Default. The occurrence of one or more of the following events shall constitute a default by the University (a “University Default”):
  - i) The University’s failure to pay any amounts when due to Sponsor hereunder, if such failure shall continue for a period of thirty (30) days after written notice by Sponsor specifying the failure and demanding that it be cured.
  - ii) The University’s failure to perform or comply with any other material term or condition of this Agreement, or its material breach of any representation or warranty made herein, and such failure or breach shall continue for a period of thirty (30) days after written notice by Sponsor to the University, specifying the failure or breach and demanding that it be cured.
  - iii) If the University (I) applies for or consents to the appointment of a custodian of any kind, whether in Bankruptcy, common law or equity proceedings, with respect to all or any substantial portion of its assets, (II) becomes insolvent or is unable, or admits in writing its inability, to pay its debts generally as they become due, (III) makes a general assignment for the benefit of its creditors, or (IV) (x) files a petition seeking relief under the United States Bankruptcy Code or (y) if such a petition is filed by any of its creditors, such petition is approved by a court of competent jurisdiction and such approval is not vacated within one hundred twenty (120) days.
  - iv) University or its owners or executives engage in (a) misconduct (including without limitation, misappropriation of funds or property, intentional actions by University that are injurious to the business interests of University or Sponsor, violation or attempted violation of federal or state securities laws, becoming the subject of a criminal indictment or prosecution, or (b) commission by University or executives of a crime, an act involving moral turpitude dishonesty, theft, or unethical business conduct, or conduct that impairs or injures the reputation of, or harms, the Sponsor. The Parties acknowledge that the positive public image of the University is paramount to this Agreement. Thus, these events of default, or other similar situations or similar actions of the University which could reasonably cast a negative image on the Sponsor by its sponsorship from the University shall be considered events of default. The Sponsor may terminate the Agreement immediately upon learning of one of these Events of Default.
  - v) Rights and Remedies of Sponsor upon University Default. Upon the occurrence of a University Default, Sponsor shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) recover all damages provided by law or in equity; (iii) exercise any other right or remedy at law or in equity, including seeking an injunction or order of specific performance, and (iv) terminate this Agreement.

11) Termination of Agreement

- a) Early Termination Right. Either Party shall have the right, in its sole discretion, to terminate this Agreement for any reason (or no reason) after the expiration of the fifth (5<sup>th</sup>) contract year after providing prior written notice of at least nine (9) months. As a pre-condition to the effectiveness of such termination, should Sponsor desire to terminate this Agreement before the natural conclusion of the Term pursuant to this paragraph, Sponsor shall pay University an early termination payment of \$250,000, plus an amount equal to the actual cost to the University of removing and converting the signage and other sponsorship elements at the SUB. The Parties intend that the early termination fee constitute compensation, and not a penalty. The Parties acknowledge and agree that the University’s harm caused by an early termination by Sponsor would be impossible or very difficult

to accurately estimate, and that the early termination payment is a reasonable estimate of the anticipated or actual harm that might arise from such early termination. Sponsor's payment of the early termination payment is the Sponsor's sole liability and entire obligation and the University's exclusive remedy for the exercise of this single early termination right after the expiration of the fifth (5th) contract year.

- b) Termination for Default. This Agreement may be terminated before the expiration date with seven (7) days' prior written notice following the occurrence of a University Default or Sponsor Default, as applicable. Termination shall be effective on the date stated in the notice or the 8<sup>th</sup> day following receipt thereof, if no date is set forth. No early termination shall be due in the event of a Termination for Default.
- c) Termination for Fiscal Necessity. The University is a government entity of the State of Idaho and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the University beyond the term of any particular appropriation of funds by the State of Idaho's Legislature or the United States government as may exist from time to time. University's obligations hereunder, including without limitation any early termination fee or "buyout", shall be terminable in the event of a non-appropriation or materially reduced appropriation or allotment of funding by the State of Idaho's Legislature or the United States government, a significant or material reduction in funding receipts from the State of Idaho or the United States government, and/or a required "holdback" or "clawback" in spending issued by the Governor of the State of Idaho, the President of the United States, or their designees (each, a "Nonappropriation Event"). Upon the occurrence of any Nonappropriation Event, the University reserves the right to immediately terminate this Agreement in whole or in part if, in the University's sole judgment, such Nonappropriation Event causes the University to be unable to fulfill its obligations under this Agreement, by providing written notice to Sponsor of the occurrence of a Nonappropriation Event and a date of termination. The Agreement shall automatically terminate on the stated termination date, or if no date is stated, on the 10th calendar day following the date of notice and all affected future rights and liabilities of the Parties hereto shall thereupon cease. No early termination fee or buyout penalty shall be due by the University in the event of a termination for fiscal necessity.
- d) Effect of Termination. The expiration or termination of this Agreement, except in the event of a Non-Appropriation Event, shall not release either Party from any obligation or liability to the other Party, including any payment and delivery obligation, that (i) has already accrued hereunder; (ii) comes into effect due to the expiration or termination of the Agreement; or (iii) otherwise survives the expiration or termination of this Agreement. Each Party shall promptly, following the expiration or termination of this Agreement (i) return to the other Party all tangible property and intellectual property, in its possession or control, belonging to the other Party; and cease use of intellectual property belonging to the other Party; and (ii) University may immediately begin to remove any signage and marketing materials associated with this Agreement. In the event of a termination due to Sponsor Default, the University reserves the right to seek damages incurred due to removal of signage and marketing collateral in addition to any other rights and remedies available to it.

12) Cumulative Rights and Remedies. All rights and remedies of the Parties are cumulative and are in addition to, and not in limitation of, any rights and remedies the Parties may have at law, in equity or otherwise, and all such rights and remedies may be exercised singularly or concurrently.

13) Insurance.



- a) Sponsor shall, at its sole expense, procure and maintain during the term of this Agreement, a policy of general liability insurance naming the University, the State Board of Education, and the State of Idaho as additional insureds and providing coverage for advertising liability affording a limit of liability in the amount of One Million dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) aggregate and covering:
  - i) Libel, slander of defamation;
  - ii) Any infringement of copyright or title or slogan
  - iii) Privacy or unfair competition or idea misappropriation under an implied contract
  - iv) Any invasion of right-of-privacy, committed or alleged to have been committed in any title or slogan.
- b) Nothing contained in this Agreement shall be construed to prevent Sponsor, upon proper notice to the University, from changing insurance carriers; provided, however, that such change does not cause a lapse in coverage or otherwise affect the rights of the University.
- c) Sponsor shall provide a Certificate of Insurance meeting the parameters outlined in Section 13 (a) to Boise State University, attention Risk Management, upon execution of the Agreement and each year thereafter.
- d) The liability insurance required herein shall indemnify the University against loss from liability imposed by law or assumed under contract by Sponsor for damages on account of Sponsor's liability: Such policy shall contain the following special endorsement:

Boise State University, its Governing Board, officers, employees, and agents are hereby declared to be additional insureds under the terms of this policy as to the activities of Sponsor. This policy shall not be canceled without prior written notice to Boise State University. Boise State University is not liable for premiums or assessments on this policy.

**14) Indemnification.**

- a) Sponsor shall defend, indemnify and hold harmless the University, its respective Affiliates, including the State Board of Education, and the respective officers, directors, managers, owners, agents and employees of the foregoing ("University Indemnitees") from and against any and all claims alleged to have arisen out of (i) any breach by Sponsor of its covenants or obligations hereunder, (ii) any inaccuracy of the representations and warranties of Sponsor hereunder, (iii) any infringing use, or allegation of such use, by the University of the Westmark Trademarks, the SUB name or SUB Stylized Wordmark or Co-Branded Marks (provided that the University's use of the SUB marks, name and Logo is in accordance with the terms of this Agreement) and/or any copyright claim for advertising copy created or distributed by or on behalf of Sponsor that include any Sponsor mark, or the SUB name or logo, (iv) the content of any advertising copy or signs, including unfair or fraudulent advertising charges or claims related thereto, or (v) any negligence and willful misconduct by Sponsor or its officers, directors, managers, owners, agents and employees relating to the exercise or utilization by Sponsor of the rights granted hereunder except, in each case, to the extent attributable to the negligence or willful misconduct of the University Indemnitee; provided, however, that University Indemnitees shall promptly notify Sponsor of any claim to which the indemnification set forth in this paragraph applies (it being understood that the failure to so notify shall not excuse Sponsor from its obligations under this paragraph except to the extent that such failure increases the liability of Sponsor hereunder) and shall tender to Sponsor the defense thereof. If Sponsor promptly assumes the defense of a claim covered by this Section, no University Indemnitee may settle or compromise such claim without the prior written approval of Sponsor. If Sponsor fails to assume the defense of such claim, the University Indemnitees may

settle or compromise such claim on such terms as the University Indemnites may reasonably deem appropriate, and Sponsor shall reimburse the University Indemnites for the cost of such settlement, in addition to the University's other obligations hereunder.

- b) Notwithstanding anything to the contrary herein, nothing herein shall be deemed to constitute a waiver by either party of any privilege, protection, or immunity otherwise afforded it under any state or federal law.

- 15) Public Statements and Confidentiality. In general, this Agreement and other records relating to the Agreement may be subject to disclosure as required by Idaho Public Records Laws, as well as disclosure to State Board of Education, in their capacity as governing board of University. The University may disclose this Agreement upon request and as legally required, including to its governing board for consideration at a public meeting. The Parties agree that, unless disclosure is required by applicable law or legal process as aforementioned or otherwise, they will not publicly disclose or discuss this Agreement without the coordination and approval of all Parties other than discussion and disclosure to the extent necessary to each Party's employees, attorneys, consultants, accountants, financial advisors, lenders and bankers required to know the same in implementing the provisions of this Agreement. Any and all media releases, public announcements, and public disclosures relating to this Agreement or the underlying obligations, including promotional or marketing material, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing Party, shall be coordinated with and shall be subject to the written approval by each Party prior to release.
- 16) Cancellation and Assignment. This Agreement is not subject to cancellation or assignment by University or Sponsor, without the express written consent of the other. The nature of this sponsorship is personal and image-oriented. As such, the mutual consent of the University and Sponsor shall be at each Party's sole discretion.
- 17) Warranty. University warrants that the display areas shall be free of any defects of workmanship and/or materials. The University further agrees to maintain in good repair during the term of this Agreement all of the areas carrying Sponsor's name and/or logo, subject to the exceptions set forth herein.
- 18) Compliance with Laws, Rules, Regulations. The Parties also acknowledge and agree that this Agreement is subject to Idaho law, any state or federal regulations to which either Sponsor or University are subject, and any NCAA and /or any athletic conference rules and regulations applicable (if any) to signage, marketing and promotional materials effective as of the date such regulation shall take effect.
- 19) Discrimination. University and Sponsor agree that in fulfilling the terms of this Agreement, that neither party will discriminate or provide preferential treatment to any client, customer, employee or applicant for employment in violation of federal or state antidiscrimination laws or regulations. Any breach of this clause may be regarded as a material breach of this Agreement.
- 20) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 21) Operation of the SUB. This Agreement does not grant any rights to Sponsor regarding the operation, control, or management of the SUB. The SUB remains in the sole and exclusive control, operation and management of the University.

- 22) Conflicts with Existing Agreements. This Agreement shall at all times be subordinate to and subject to preexisting agreements University has with Albertsons, Chartwells, Coca Cola, ExtraMile, and Learfield Sports/Bronco Sports Properties as stadium naming rights sponsor, master concessionaire for food and beverage services in all University buildings, pouring rights contractor, Arena naming rights sponsor, and multimedia rights provider, respectively. Copies will be made available to Sponsor upon request.
- 23) Notice. Any notice provided for in this Agreement shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party at the following addresses:  
To Institution:  
Office of the President  
Boise State University  
1910 University Drive  
Boise, ID 83725  
with a copy to:  
Office of the General Counsel  
Boise State University  
1910 University Drive  
Boise, ID 83725  
To Sponsor:  
Westmark Credit Union  
2520 Channing Way  
Idaho Falls, ID 83404  
or to such other addresses as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.
- 24) Board of Education Approval. This Agreement and the naming rights referenced above are expressly subject to the approval of the Idaho State Board of Education, acting as the Board of Trustees of Boise State University at a properly called and held meeting of such Board. This Agreement shall only become binding upon approval granted by the Board, and shall be of no force or effect until the Board's approval is obtained. If this Agreement is not approved by the Board, then this Agreement and all terms and conditions contained herein will be null and void.
- 25) Modifications. Modifications to this Agreement must be in writing and mutually agreed to by authorized representatives for both parties.
- 26) Recitals. The Recitals stated herein are material to this agreement and are incorporated herein by reference.
- 27) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written. No waiver, modification, or amendment of any provision of this Agreement shall be valid or effective unless in writing and signed by a duly authorized representative of the party against whom enforcement is sought.

- 28) Headings. The descriptive heading of the Articles and Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 29) Governing Law. This Agreement shall be controlled by the laws of the State of Idaho and any dispute arising from it shall be resolved in a court of competent jurisdiction in Ada County, Idaho.
- 30) Dispute Resolution. University and Sponsor agree that any dispute, claim, question or controversy between them arising from or relating to this the Agreement, its construction, operation or effect, or a breach thereof (the "Dispute(s)") that cannot be resolved through consultation and negotiation of University and Sponsor shall be submitted to mediation. The cost of mediation will be shared by the Parties equally. After good faith efforts to resolve the controversy, claim or dispute and upon the notice of either party to initiate mediation, University and Sponsor shall select a mutually-agreeable mediator. If the Parties cannot agree on a mediator within three (3) business days of the notice to initiate mediation, University and Sponsor shall each select a mediator. The two mediators shall then select the mediator who will be responsible for the mediation. Within five (5) business days of selection of the mediator, each party shall submit to the mediator a written statement detailing the facts and law pertaining to the dispute and the party's position. Mediation shall begin no later than five (5) days after the submission of the written statements submitted by the Parties or as soon thereafter as possible. A representative of each party with settlement authority must personally attend the mediation.
- 31) Attorney's Fees. If either University or Sponsor commences or engages in an action or other proceeding by or against another party to this Agreement arising out of or in connection with this Agreement, the prevailing party will be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action or proceeding, any appeals relating thereto and enforcing any judgments rendered in connection therewith.
- 32) Savings Clause. If any provision of this Agreement shall be invalid or unenforceable by a court or competent jurisdiction, such holding shall not invalidate or render unenforceable any provision hereof.
- 33) Authority. Sponsor hereby represents and warrants to University that it has all requisite power and authority, legal and otherwise, to execute, deliver and fully perform its obligations under this Agreement. Sponsor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement, when executed and delivered by it, shall constitute a legal, valid and binding obligation of Sponsor, enforceable against it in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by general principles of equity.
- 34) State Certifications. University is prohibited by state law from entering into certain contractual agreements. Sponsor hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, Sponsor certifies that 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 or 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 Section 18-3302(2)(d), Idaho Code; (ii) pursuant to Idaho Code 67-2359, Sponsor certifies that 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 (iii) it is not an abortion provider or an affiliate of an abortion provider under the No Public Funds for Abortion Act. The terms in this Section defined in Idaho Code Section 67-2346, Idaho Code 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.

- 35) No Diversity Training or DEI Services. No part of the services provided pursuant to this Agreement shall, directly or indirectly, administer, conduct, promote, or sponsor diversity, equity inclusion efforts in violation of state or federal law or executive orders, and no part of the services shall include any aspect of “diversity training” prohibited by Idaho Code Section 5909D or “DEI” programs or initiatives restricted under any applicable federal award terms, executive orders, or applicable state or federal laws. No part of the services to be provided hereunder may include coordinating, developing, designing, implementing, organizing, planning, or promoting any activities, programs, policies, or practices relating to diversity, equity and inclusion in violation of Idaho Code Section 67-5909D.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2025.

THE UNIVERSITY:

Boise State University

SPONSOR:

Westmark Credit Union

\_\_\_\_\_  
President

\_\_\_\_\_  
CEO

**Exhibit A**

<b>Year</b>	<b>Annual Sponsorship Contribution</b>	<b>Annual Campus Programming Funds</b>
<b>1</b>	<b>\$2,000,000</b>	<b>\$50,000</b>
<b>2</b>	<b>\$550,000</b>	<b>\$50,000</b>
<b>3</b>	<b>\$550,000</b>	<b>\$50,000</b>
<b>4</b>	<b>\$550,000</b>	<b>\$50,000</b>
<b>5</b>	<b>\$550,000</b>	<b>\$50,000</b>
<b>6</b>	<b>\$1,200,000</b>	<b>\$60,000</b>
<b>7</b>	<b>\$650,000</b>	<b>\$60,000</b>
<b>8</b>	<b>\$650,000</b>	<b>\$60,000</b>
<b>9</b>	<b>\$650,000</b>	<b>\$60,000</b>
<b>10</b>	<b>\$650,000</b>	<b>\$60,000</b>
<b>TOTALS:</b>	<b>\$8,000,000</b>	<b>\$550,000</b>

WESTMARK STUDENT UNION  
Main Entries  
Monument signage

SUB Patio

ATTACHMENT 2



Front entry facing University Drive - Shuttle stop



WESTMARK STUDENT UNION  
Other Entries

ATTACHMENT 2  
**WESTMARK STUDENT UNION** **B**





WESTMARK STUDENT UNION  
Lobby Lettering and Remodel  
Brushed aluminum with tone on tone gray lettering

BOISE STATE UNIVERSITY  
**WESTMARK**  
STUDENT UNION



WESTMARK STUDENT UNION  
Welcome Entry  
Mobile desk for university tours

ATTACHMENT 2  
**WESTMARK STUDENT UNION**  
**WELCOME**





WESTMARK STUDENT UNION  
Info Desk Remodel

ATTACHMENT 2  
**WESTMARK STUDENT UNION**  
**INFO DESK**



WESTMARK STUDENT UNION  
Second Floor Opportunities  
Balcony wrap

BOISE STATE UNIVERSITY  
ATTACHMENT 2  
**WESTMARK**  
**STUDENT UNION**





WESTMARK STUDENT UNION  
Second Floor Opportunities  
Silver metal lettering near main staircase  
and Jordan Ballroom

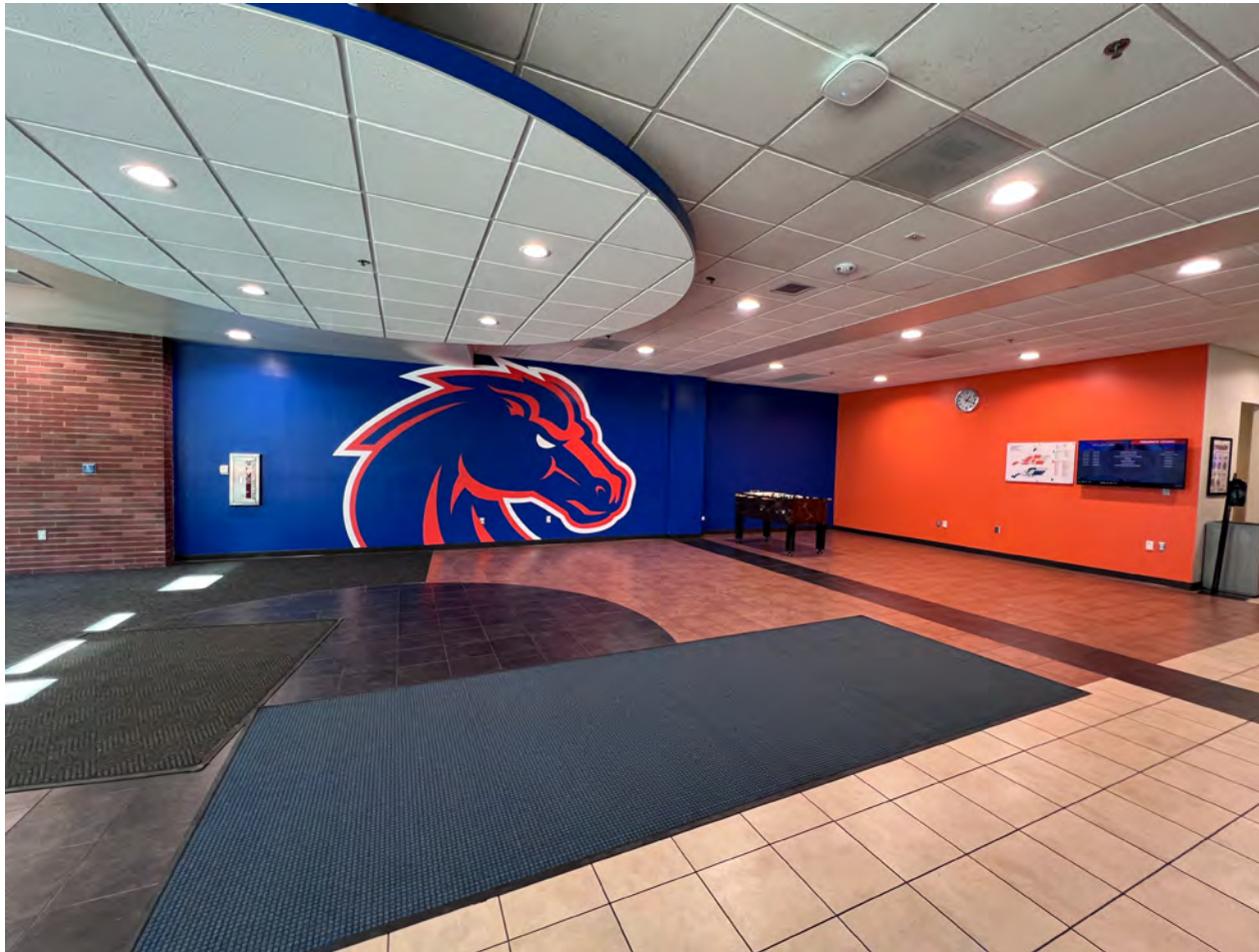
BOISE STATE UNIVERSITY  
WESTMARK  
STUDENT UNION

ATTACHMENT 2



WESTMARK STUDENT UNION  
Branch / Welcome Center Location Opportunities

ATTACHMENT 2



OPTION 1:  
Entry at the corner of University Dr. and Lincoln Ave. — near Lincoln Garage, Bronco Shop, Game Center



WESTMARK STUDENT UNION  
Branch / Welcome Center Location Opportunities



OPTION 2:  
"The Zone" — near front entry, Bronco Shop,  
Transportation and Parking office, Starbucks



WESTMARK STUDENT UNION  
Branch / Welcome Center Location Opportunities



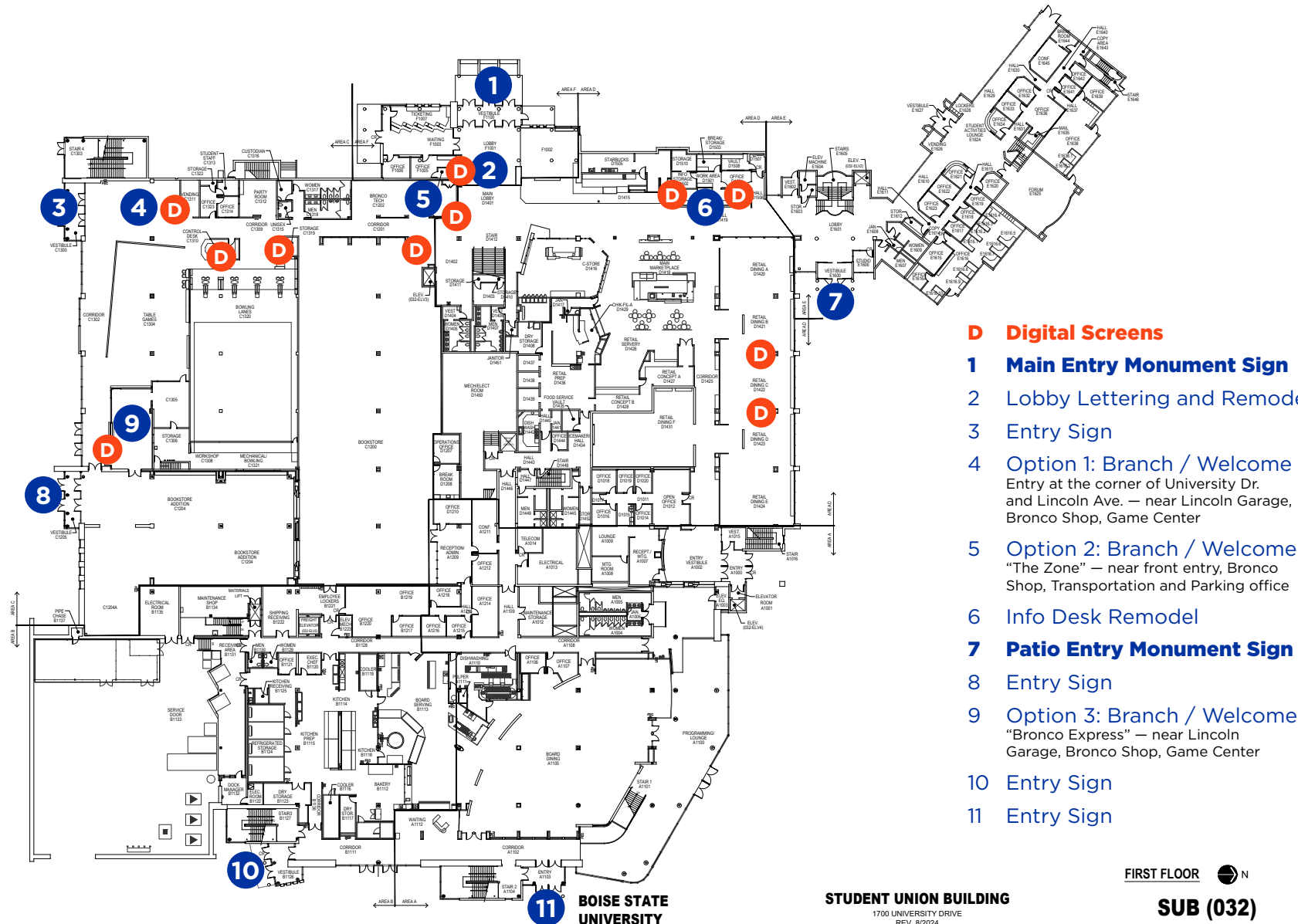
OPTION 3:  
"Bronco Express" — near Lincoln Garage, Bronco Shop, Game Center



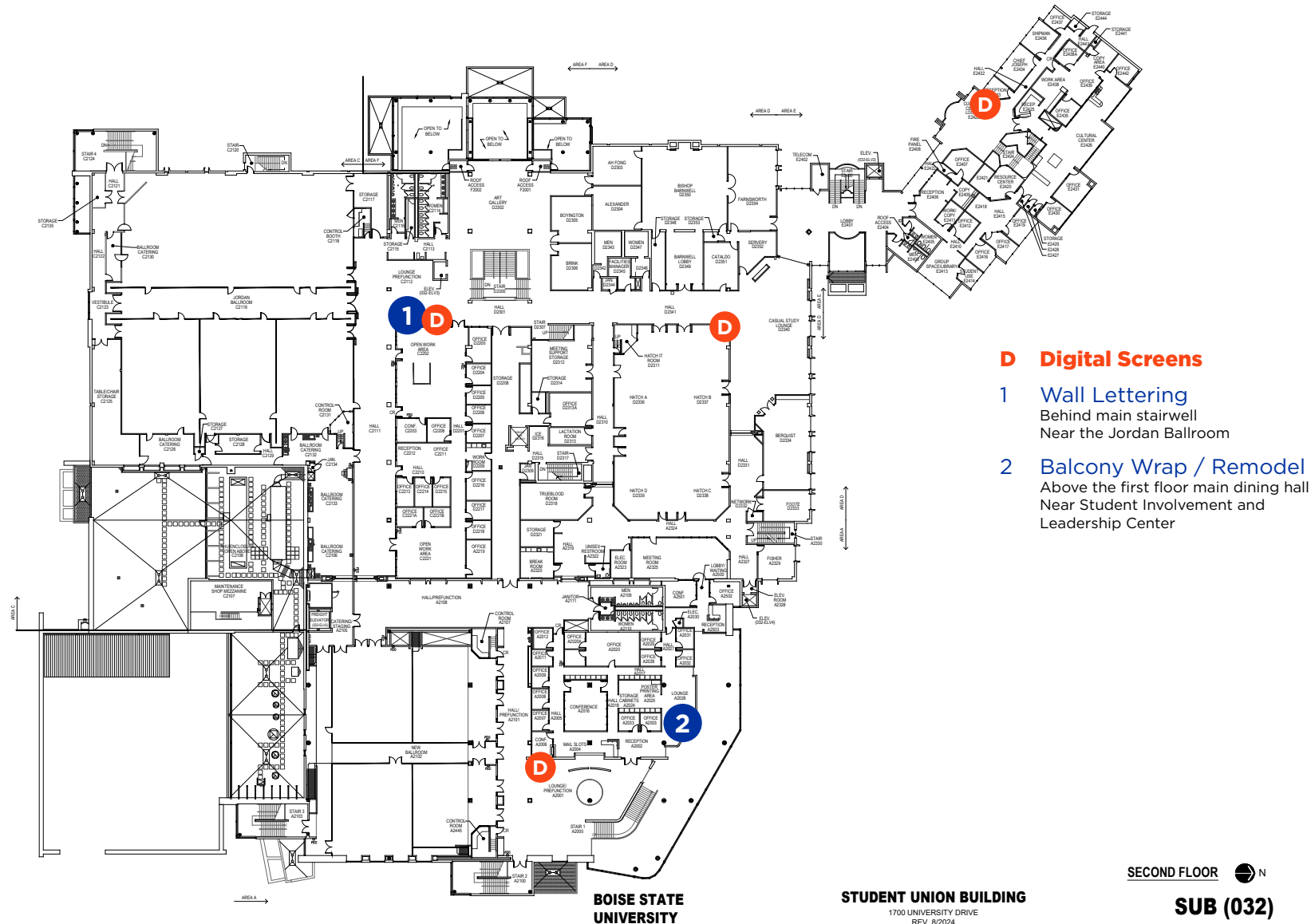
# WESTMARK STUDENT UNION

## Brand opportunity locations — First Floor

**D** Two digital screens near the Special Events Center (SPEC) ticket booth



WESTMARK STUDENT UNION  
Brand opportunity locations — Second Floor



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 18, 2026**

**SUBJECT**

Request for approval of a License Agreement between the University of Idaho and Idaho State University governing the University of Idaho's use of the Treasure Valley Anatomy and Physiology Laboratories located in the Idaho State University Meridian Health Science Center.

**REFERENCE:**

December 2025      Idaho State Board of Education (Board) Business Affairs and Human Resources Committee (BAHR) directed the University of Idaho and Idaho State University to complete a License Agreement governing the University of Idaho's use of Idaho State University's Treasure Valley Anatomy and Physiology Laboratories (TVAPL).

**APPLICABLE STATUTE, RULE, OR POLICY**

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

Idaho State legislative statute 33-3732

**BACKGROUND/DISCUSSION**

This agenda item is a request to approve a license agreement between the University of Idaho and Idaho State University, which governs the University of Idaho's use of the Treasure Valley Anatomy and Physiology Laboratories located in Idaho State University's Meridian Health Science Center.

The Idaho State Board of Education, at its December meeting, approved a collaboration agreement between the University of Idaho and the University of Utah, enabling the two institutions to continue their work to establish a joint MD education program in the Treasure Valley. The University of Idaho intends to renovate a portion of the Idaho Water Center for classrooms, faculty offices, and student support space for this new program – and has submitted a separate agenda item to BAHR for design approval of this project. The new medical education program will also require use of an anatomy laboratory, in order to meet curricular requirements. Rather than constructing a new anatomy laboratory at the Water Center, the University of Idaho has reached a license agreement with Idaho State University, enabling the University of Idaho to use the TVAPL for which Idaho State University already has an existing proposal to expand in Meridian.

**IMPACT**

The License Agreement requires an upfront payment from the University of Idaho to Idaho State University up to a maximum of \$2 million, or a specified portion of the construction costs of the Laboratory expansion, whichever amount is less. The first payment shall be made no earlier than January 2027. The License Agreement

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 18, 2026**

includes conditions that could reduce the amount of the payment and the term of the agreement.

By leasing the Idaho State University facility, the University of Idaho will forego the cost of building its own anatomy laboratory at the Idaho Water Center, thus maximizing public investment in health professions training facilities. contingency allowances.

**ATTACHMENTS**

Attachment 1 - UI-ISU License Agreement

Attachment 2 – Exhibit A – Floor Plan

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff has reviewed the proposed License Agreement between the University of Idaho (UI) and Idaho State University (ISU) governing UI's use of the Treasure Valley Anatomy and Physiology Laboratories (TVAPL) located within ISU's Meridian Health Science Center. The agreement was developed in response to direction from the Board at its December 2025 meeting and reflects collaboration between the two institutions to support the development of medical education capacity in the Treasure Valley.

The License Agreement enables UI to meet required anatomy laboratory components of its proposed jointly administered undergraduate medical education program with the University of Utah without constructing a separate anatomy facility at the Idaho Water Center. This approach maximizes the use of existing and planned public facilities, avoids duplication of specialized infrastructure, and supports statewide coordination in health professions education.

Under the terms of the agreement, UI will provide an upfront payment to ISU of up to \$2 million, or a lesser amount tied to the portion of laboratory expansion costs attributable to UI's use. The agreement includes provisions that delay the initial payment until no earlier than January 2027 and incorporates conditions that could reduce both the payment amount and the effective term, providing financial flexibility and risk mitigation for UI.

Termination, reimbursement, and default provisions are clearly articulated and allocate risk between the parties in a manner consistent with Board policy and state law. The license structure preserves ISU ownership and operational responsibility for the facility while providing UI sufficient access and scheduling assurances to meet accreditation requirements.

Board staff finds that the License Agreement is consistent with applicable Board policy and Idaho Code, supports efficient use of state resources, and advances collaborative delivery of high-demand health education programs in Idaho.

Board staff recommends approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 18, 2026**

**BOARD ACTION**

I move to approve the License Agreement between the University of Idaho and Idaho State University governing the University of Idaho's use of the Anatomy and Physiology Laboratory located in the Idaho State University Meridian Health Science Center. Authorization includes the University of Idaho's expenditure of up to \$2 million dollars according to the terms of the License Agreement.

Moved by\_\_\_\_\_ Seconded by\_\_\_\_\_ Carried Yes\_\_\_\_\_ No\_\_\_\_\_

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License Agreement") is hereby entered into effective upon the date of the last required signature ("Effective Date"), by and between Idaho State University, located at 921 S 8<sup>th</sup> Ave, Pocatello, Idaho, 83209, ("Licensor") and 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, whose address is located at 875 Perimeter Dr, Moscow, Idaho, 83844 ("Licensee"), for the purpose of licensing of the use of the Premises (as hereinafter defined). Licensor and Licensee are referred to each as a "Party" and collectively as the "Parties".

## WITNESSETH

WHEREAS, the L.S. and Aline W. Skaggs Treasure Valley Anatomy and Physiology Laboratories ("TVAPL") is located within, and a part of the Premises; and

WHEREAS, the Licensor wishes to grant, and the Licensee wishes to accept a license related to the use of the Premises (as hereinafter defined) in accordance with the terms and conditions set forth in this License Agreement; and

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this License Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. LICENSE OF PREMISES.

- A. The Licensor does hereby grant to Licensee a non-exclusive License to use, in accordance with the terms of this License Agreement and a Joint Operations and Services Agreement ("JOSA") (as hereinafter defined) which the Parties will execute subsequently hereto in order to establish and govern on-going use, management, and operation of the TVAPL. Such license shall be for the use of certain anatomy and physiology lab located in the Idaho State University Meridian Health Science Center, and as more particularly described as spaces to include the A&P Laboratory Phase 1, Phase 3, Bio Skills Phase 1, Anatomy Instruction Studio, Virtual Lab, storage and prep rooms, and common areas and identified in Exhibit A attached hereto and incorporated herein by reference (the "Premises"), together with the non-exclusive right and easement to use the necessary ingress and egress, in common with Licensor and the occupants of the building in which the Premises are located (the "Building").
- B. The Parties understand and agree that Licensor intends to make improvements to the Premises as currently constituted in order to accommodate the additional use of such by Licensee, along with use by Licensor and other occupants.

2. TERM. The term of this License Agreement shall be in effect for a period of forty (40) years plus two (2) additional ten (10) year terms at Licensee's option unless, at the time Licensee delivers notice of its election to extend, Licensee is in default beyond any applicable cure period, or until (i) the termination of the Agreement or (ii) written agreement of the Parties.

The term of this License Agreement shall commence upon the date of substantial completion of improvements that will be made to the Premises by Licensor, which means the date when the Premises are ready for the intended use by Licensee, subject to completion of minor details of construction or minor mechanical adjustments that do not significantly interfere with Licensee's use. The Premises will be substantially complete by August 1, 2027. If Licensee intends to exercise its option to extend the license per this Section 2 of this License Agreement, Licensee must provide Licensor not less than sixty (60) days' notice and the Parties shall enter into a commercially reasonable and mutually acceptable license payment schedule for the renewal term(s) of the License Agreement.

3. **PAYMENT.** In consideration of Licensee paying Prepayment Funds (as hereinafter defined), Licensee shall, in accordance with the terms of this License have exclusive access to and use of the Premises at times and in a manner as mutually may be further agreed to in writing by the Parties, for the initial term of forty (40) years, which Prepayment Funds paid by Licensee are intended to be applied toward the following fixed costs related to the Premises and the Building: i) use and indirect costs which include utility costs and other expenses associated with daily Building operations and ii) the provision, repair and replacement, except as otherwise expressly provided in this License Agreement, of laboratory fixtures and equipment, and laboratory items, including but not limited to, dissection tables, dissection instruments, carts, tables, storage, 3D models, and surgical lights. Licensee will provide Prepayment Funds to Licensor for up to a maximum amount of two million dollars (\$2,000,000), or the construction costs of Phase 3 directly attributable or related to Licensee's intended use of the Premises (as depicted in Exhibit A), whichever amount is less (the "Prepayment Funds"). Prepayment funds will be payable to Licensor within sixty (60) days of Licensor's receipt of invoices and related documentation. The Parties hereby acknowledge and agree that the payment of Prepayment Funds by Licensee shall be due no earlier than January 1, 2027, and no later than February 1, 2027.

Licensor agrees to provide Licensee adequate written verification of all fixed costs incurred, including indirect costs, utility and other expenses, costs of laboratory fixtures, equipment, and items in the form of invoices, reports, statements or other commercially reasonable documentation evidencing the costs to which Licensee Prepayment Funds will be applied.

4. **ACCEPTANCE OF PREMISES.** Licensee's inspection and acceptance of the Premises is based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Licensee's discretion and cost, Licensee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Licensee's inspection, or inspection by any agent of Licensee, be deemed a waiver of any defects in the Premises.
5. **DUTIES OF LICENSEE AND LICENSOR: NO WASTE; REPAIRS.** Licensee will not commit waste on the Premises, nor will it alter, disfigure or deface any part of the Building, grounds, or any other part of the Premises, including fixtures. Licensee shall only be responsible for the costs to repair any damages caused by Licensee over and above normal wear and tear.

Any necessary repairs, except those actually necessitated by Licensee's waste, alteration, disfigurement or defacement shall be made solely at the Licensor's expense and shall be

commenced immediately and diligently pursued to completion in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Licensee agrees to promptly notify Licenser of any necessary repairs.

The Licensee agrees to comply with such reasonable use rules and regulations as may be established by the Licenser.

6. **SERVICES.** Licenser covenants that it shall provide and/or perform the following services for the duration of the term of this License Agreement and any extensions thereof: lawn and grounds care, snow removal, lighting, heat/air, sewer, water, gas, electricity, trash and garbage collection. The Licenser shall maintain the Premises as well as the exterior walls, roof, and structural supports of the Building, of which said Premises are a part, together with driveways, parking areas, sidewalks, and exterior grounds in good order and repair. Licenser shall also furnish proper maintenance, repair and lighting of the Premises, common stairways, hallways, restrooms, entryways, elevators, and other common areas of the Building. Licenser shall maintain the common areas of the Building in reasonably good order and condition, except for damage caused by Licensee, or its employees, agents, contractors or invitees. Licenser shall use best efforts to restore any service that becomes unavailable. Provided, however, that if Licensee is prevented from making reasonable use of the Premises as set forth above and such interruption or unavailability occurs during the initial forty (40) year term, at Licensee's option such term shall be extended for a period equal to the time Licensee is prevented from making reasonable use of the Premises and the otherwise applicable portion of Prepayment Funds related to such period shall be applied to such extension. Licensee agrees to immediately notify Licenser in writing of any interruption of use.
7. **MUTUAL LIABILITY:** Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law subject to the provisions of the Idaho Tort Claims Act, Idaho Code section 6-901 through 6-929. Each party shall promptly notify the other party of any claim arising under this Contract and shall cooperate fully with the defending party or its representatives in the defense of such claim. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.
8. **USE OF PREMISES.** Licensee shall use the Premises for education, research and related services in keeping with the purpose for which the Premises are intended, as more specifically defined in Article 2 of the Joint Operations Services Agreement, incorporated herein by reference (the "Permitted Use") and, except as otherwise agreed in writing between the parties, for no other uses without the written consent of Licenser. Licensee shall not commit or permit the commission of any acts on said Premises nor use or permit the use of said Premises in any way that violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereafter enacted, governing said Premises. Use of the Premises by Licensee shall be scheduled at times that do not conflict with use established annually for the Idaho College of Osteopathic Medicine and Licenser's own academic programs. Scheduled use of the Premises by the Licensee



shall be determined and approved by Licensors, but minimally with an adequate scope and duration that such use by Licensee allows delivery of Licensee's medical curriculum in a manner that fulfills Liaison Committee on Medical Education (LCME) accreditation standards. The Parties agree that scheduled use for the Licensee's curriculum will be assigned in at least half day blocks between regular business hours (8am-5pm MST) and on regular business days of Licensors between Monday and Friday. Licensee may also have access and use of the TVAPL outside of regular business hours for other approved non-curricular purposes.

9. DESTRUCTION OF PREMISES.

A. Damage or Destruction Renders Premises Unfit for Use. If, during the term of this License Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Licensee so as to render the Premises unfit for use by Licensee, the Licensors shall at Licensors' sole cost and expense promptly repair the same and either (i) if such damage occurs during the initial forty (40) year term, at the option of Licensee such term shall be extended for a period equal to the time Licensee is prevented from using the Premises and the otherwise applicable portion of Prepayment Funds related to such period shall be applied to such extension, or (ii) if such damage occurs during a renewal term, then license fees payable under this License Agreement shall be abated for the time and to the extent Licensee is prevented from using the Premises. If comparable space, reasonably acceptable to Licensee, can be provided by the Licensors within thirty (30) days of the date of destruction or damage, the Licensee shall relocate to such substitute space and all relocation costs shall be at the sole expense of the Licensors. License fees, if any, will be continued upon use of the substitute space at the lesser of: (i) the current license rate; or (ii) the market rate for the substitute space. If the Licensors elects to restore or rebuild the Premises, Licensee shall be relocated back to the Premises, at the sole cost and expense of Licensors, upon substantial completion of the Premises by Licensors, meaning the date when the Premises are ready for intended use by Licensee, subject to completion of minor details of construction or minor mechanical adjustments that do not significantly interfere with Licensee's use. In the event Licensors elects not to restore or rebuild the Premises, such relocation shall be for the remainder of this License Agreement and any extension thereof. Notwithstanding the foregoing, if Licensee does not relocate for any reason and Licensors elects not to restore or rebuild the Premises, Licensee may terminate this License Agreement without liability of any kind save payment, if any, for actual use of the Premises to the date of the destruction or damage.

B. Some Portion Fit for Use.

- 1) Notwithstanding any other provision of this License Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within one (1) year to as good a condition as originally received, the Licensee shall continue this License Agreement and Licensors shall have the option restore or rebuild the Premises. Provided, however, that if such damage occurs during the initial forty (40) year term, such term shall be extended for a period equal to the time, from the date of such damage or destruction, that it

takes Licensors to restore the Premises and the otherwise applicable portion of repayment Funds related to such period shall be applied to such extension.

- 2) If the Licensors elects to restore or rebuild pursuant to the option provided in paragraph 10.B.1, one of the following will apply: (i) if such damage occurs during the initial forty (40) year term, such term shall be extended for a period equal to the time Licensee is prevented from using the Premises, or (ii) if such damage occurs during a renewal term, then the license fees otherwise due Licensors by Licensee shall be abated equal to the daily cost of the unused Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Licensee is unable to use all or part of the Premises during the restoration, then, at the option of the Licensors, the Licensee may be relocated to comparable space, reasonably acceptable to Licensee, and all relocation costs shall be at the sole expense of the Licensors. If such restoration or rebuilding exceeds one (1) year beyond the date of the destruction or damage to the Premises, Licensee may terminate this License Agreement without liability of any kind save payment for actual use of the Premises to the date of the destruction or damage.

In the event a termination occurs, in accordance with this Section 9, prior to the expiration of the initial forty (40) year term, Licensors agrees to repay Licensee the pro-rata balance of the Prepayment Funds (acknowledging the Prepayment Funds are to be equally applied on an annual basis over the initial forty-year term) within sixty (60) days from the date of such termination.

10. **DEFAULT.** In the event that either party shall default in the performance of any term, covenant, or condition of this License Agreement or the JOSA, the party not in default may, at its option, terminate this License Agreement in accordance with the terms set forth herein. In the event this License Agreement is terminated as a result of a Licensors default, prior to the expiration of the initial forty (40) year term, Licensors agrees to repay Licensee the pro-rata balance of the Prepayment Funds (acknowledging the Prepayment Funds are to be equally applied on an annual basis over the initial forty (40) year term) within sixty (60) days from the date of termination. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) days to cure or, provided that the failure is of a nature that it cannot be cured within such fifteen (15) day period, the defaulting party shall not be in default of this License Agreement if it commences the cure of such failure within such fifteen (15) day period and thereafter diligently pursues the curing of same and completes the cure within sixty (60) days.

11. **TERMINATION.**

A. This agreement may be terminated by Licensee as follows:

- i. Licensee may terminate if it does not receive initial approval of the Board of Regents for the University of Idaho, or policy support of the Idaho Legislature for the establishment of a jointly administered undergraduate medical education program between the University of Idaho and the University of Utah ("Program"), including adequate funding for the Program and all necessary facilities.

ii. Licensee may terminate if at any time the Program is terminated or ceases to be in operation, or circumstances change and the delivery of the Program is modified in a material way that renders the use of the TVAPL impractical for Licensee whether such causes for termination are as a result of the action of the Licensee or any other party whose involvement is necessary for the administration of the Program or use of the Premises.

iii. Licensee may terminate at any time during the term of the Agreement for any reason, including but not limited to a change in circumstances which Licensee determines in its sole discretion renders use of the TVAPL to no longer be in the best interests of Licensee, or if the Program.

In the event a termination occurs, in accordance with subsections 11.A (ii) and (iii), prior to the expiration of the initial forty (40) year term, Licensors agree to reimburse a portion of the Prepayment funds to Licensee in accordance with the following schedule:

TABLE 11.A

Termination Date	Reimbursement
On or before Year 3	Zero (\$0)
Between Year 3 and on or before year 5	Seven hundred and fifty thousand dollars (\$750,000)
Between Year 5 and on or before year 7	Five hundred thousand dollars (\$500,000)
Between Year 7 and on or before 10	Two hundred and fifty thousand dollars (\$250,000)
After Year 10	Zero (\$0)

In the event a termination occurs by Licensee in accordance with subsection 11.A.(i) on or before Year 3 and Licensee has not commenced use of the Premises, Licensors shall reimburse Licensee the full Prepayment fund amount of two million dollars (\$2,000,000).

- B. This Agreement may be terminated by Licensors for any reason including but not limited to a change in circumstances or if it determines in its sole discretion that use of the TVAPL by Licensee is no longer necessary or not in the best interests of Licensors.

In the event Licensors terminates this agreement in accordance with this subsection 11.B prior to the expiration of the initial forty (40) year term, Licensors agree to reimburse the Prepayment funds to Licensee in accordance with the following schedule:

TABLE 11.B

Termination Date	Reimbursement
On or before Year 3	Two million dollars (\$2,000,000)
Between Year 3 and on or before year 5	One million dollars (\$1,000,000)
Between Year 5 and on or before year 7	Five hundred thousand dollars (\$500,000)
Between Year 7 and on or before year 10	Two hundred fifty thousand dollars (\$250,000)
After Year 10	Zero (\$0)

- C. Written notice of any termination provided herein section 11 shall be provided by the terminating Party to the other party specifying the date of termination which date shall not be less than one (1) year from the date of the notice.
- D. In the event Prepayment funds are reimbursed back to Licensee as a result of the termination of this agreement, such funds due to Licensee in accordance with the schedules identified herein section 11 shall be payable to Licensee within three hundred and sixty-five (365) days of the effective date of such termination.
- E. In the event this agreement is terminated for any reason, both parties agree to negotiate a Teach-Out schedule prior to the effective date of termination to meet the needs of Licensee's educational program.

12. **NO ASSIGNMENT OR SUBLICENSING.** Licensee shall not encumber, assign, or otherwise transfer this License Agreement, any right or interest in this License Agreement, or any right or interest in said Premises without the written consent of Licensor, which consent and approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensee shall have the right, without Licensor's prior consent to assign the License to any Affiliate (as defined below) of Licensee (a "Permitted Transfer"). For the purposes of this Section 12, an "Affiliate" shall be any entity that (i) is controlled by, controlling or under common control of Licensee and (ii) has a reasonable amount of experience and knowledge in operating a business for the Permitted Use. Except for a Permitted Transfer, the factors to be considered by Licensor in granting or withholding its consent and approval to the proposed assignment or sublicense could include (i) the assignee's or sublicensee's financial condition; and (ii) the assignee's or sublicensee's proposed use. Licensee shall bear the burden and expense of establishing that the proposed assignee or sublicensee satisfies the foregoing criteria.

13. **OFFICIALS, AGENTS AND EMPLOYEES NOT PERSONALLY LIABLE.** It is agreed by and between the Parties that in no event shall any official, officer, employee, manager, member or agent of the State of Idaho or Licensee be in any way liable or responsible

for any covenant or agreement contained in this License Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this License Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho or Licensee shall have any personal liability or responsibility under this License Agreement, and the sole responsibility and liability for the performance of this License Agreement and all of the provisions and covenants contained in this License Agreement shall rest in and be vested with the State of Idaho or Licensee, respectively.

14. **RELATION OF PARTIES.** The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this License Agreement, nor shall they be deemed to be partners. The relationship between the Parties is solely that of licensor and licensee.
15. **MARKS AND BRANDING.** During the term of this agreement, Licensor agrees to allow Licensee at Licensee's sole expense to display in the form of signage one or more of its Marks or Marks of the joint medical program with the University of Utah-Spencer Fox Eccles School of Medicine as may be developed, and as reflected herein Exhibit B - in a mutually agreeable size and manner and mutually agreeable location within the Premises in order to recognize Licensee's financial contribution to the improvements at the TVAPL and its collaborative partnership efforts to further the success of medical education programs in the state of Idaho. No other signage shall be permitted without the Licensor's prior written consent. Upon display of any such of Licensee's Marks on signage within the Premises, the removal of such signage shall require the approval of the Board or Regents (Idaho State Board of Education). Removal of Marks without such approval shall be grounds for termination in accordance with section 11 herein this agreement.

Subject to the terms and conditions of this Agreement, both Parties hereby respectively grant the other a non-exclusive, non-transferable, non-sublicensable license during the Term to use certain of the other Party's Marks for signage within the Premises and in other contexts separate from signage such as promotional material or other written or electronic materials solely for the purpose of promoting the Premises pursuant to the terms and conditions of this Agreement. This license shall be limited to the University of Idaho or the University of Idaho jointly with the University of Utah-Spencer Fox Eccles School of Medicine Program and Idaho State University Marks, as noted and reflected in Exhibit B, attached hereto. All materials displaying the Parties' respective Marks shall be subject to the express prior written approval of the other Party, and any production of promotional products using the other Party's Marks must be ordered from Approved Licensed Vendors. If, at any time, a Party notifies the other of its objection to the use of any materials displaying their Marks, regardless of whether such materials were previously approved or supplied by the granting Party, the grantee Party will discontinue any and all uses of such materials immediately. Any use that is deemed to violate any applicable Laws will be corrected immediately by the awarded Party, at its sole expense.

16. **NOTICES.** Any notice required to be served in accordance with the terms of this License Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Licensee shall be sent to the Licensor at 921 S 8<sup>th</sup> Ave, Stop 8410, Pocatello, ID

83209. Any notice required to be sent by the Licens or shall be sent to 875 Perimeter Dr, Moscow, Idaho, 83844. In the event of a change of address by either Licens or Licensee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

17. **INSURANCE.** The Parties' liability coverage is provided through a self-funded liability program administered by the Idaho Bureau of Risk Management. The Parties are subject to the limits of liability specified in Idaho Code §§ 6-901 through 6-929, known as the Idaho Tort Claims Act. Limits of liability are \$500,000 Combined Single Limits, which amount is the Parties' limit of liability under the Idaho Tort Claims Act and this Agreement. The Parties, as state agencies warrant and represent that they are self-funded for liability insurance, both general liability and property, with such protection being limited to the officers, employees, servants and agents of University of Idaho and Idaho State University while acting within the scope of their employment. The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the State of Idaho or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Idaho beyond that which is allowable by law."
18. **HEIRS AND ASSIGNS.** Subject to the provisions herein related to assignments, the terms of this License Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Licens or and the Licensee in like manner as to the original Parties.
19. **NON-WAIVER.** The failure of the Licens or or Licensee to insist upon strict performance of any of the covenants and agreements of this License Agreement or to exercise any option contained in this License Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Licens or and Licensee.
20. **MODIFICATION.** This License Agreement may be modified only by the prior written consent of authorized representatives of the Licens or and Licensee.
21. **MATERIAL REPRESENTATIONS.** The Parties agree and acknowledge that the representations and acknowledgments made in this License Agreement are material and the Parties have relied upon them in entering this License Agreement.
22. **SEVERABILITY.** If any term or provision of this License Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be continued and enforced as if the invalid term or provision were not contained in this License Agreement.
23. **RECORDING.** Upon the request of either party, the Parties agree to execute and record a short form or memorandum of this License Agreement.

24. GOVERNING LAW. It is agreed that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.
25. COMPLETE STATEMENT OF TERMS. No other understanding, whether oral or written, whether made prior to or contemporaneously with this License Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this License Agreement.
26. APPROPRIATION BY LEGISLATURE REQUIRED Each Party is a government entity and this Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. Upon the effectiveness of this Agreement as provided in Subsection 1.B herein, each party reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds or rescinds or requires any return or "give-back" of funds, or if the Executive Branch mandates any cuts or holdbacks in spending, as may be required for such party to continue its performance under the Contract,. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the other party.
27. LEGAL COMPLIANCE. The Parties shall comply with all applicable federal, state and local laws and regulations. The Parties hereby certify that: (i) pursuant to Idaho Code Section 67-2346, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and it employs ten (10) or more persons, 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; or (ii) 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 Section 18-3302(2)(d), Idaho Code; (iii) pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People's Republic of China and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (iv) it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as set forth above.

LICENSOR: IDAHO STATE UNIVERSITY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LICENSEE: BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



EXHIBIT A - The Idaho State University Meridian Health Science Center Floor Plan

EXHIBIT B - UI and ISU MARKS

“University of Idaho” (USPTO # 3490396),  
“I University of Idaho” (USPTO # 5665638), AND  
“University of Idaho Seal” (USPTO # 3937235)



University  
*of* Idaho



University *of* Idaho



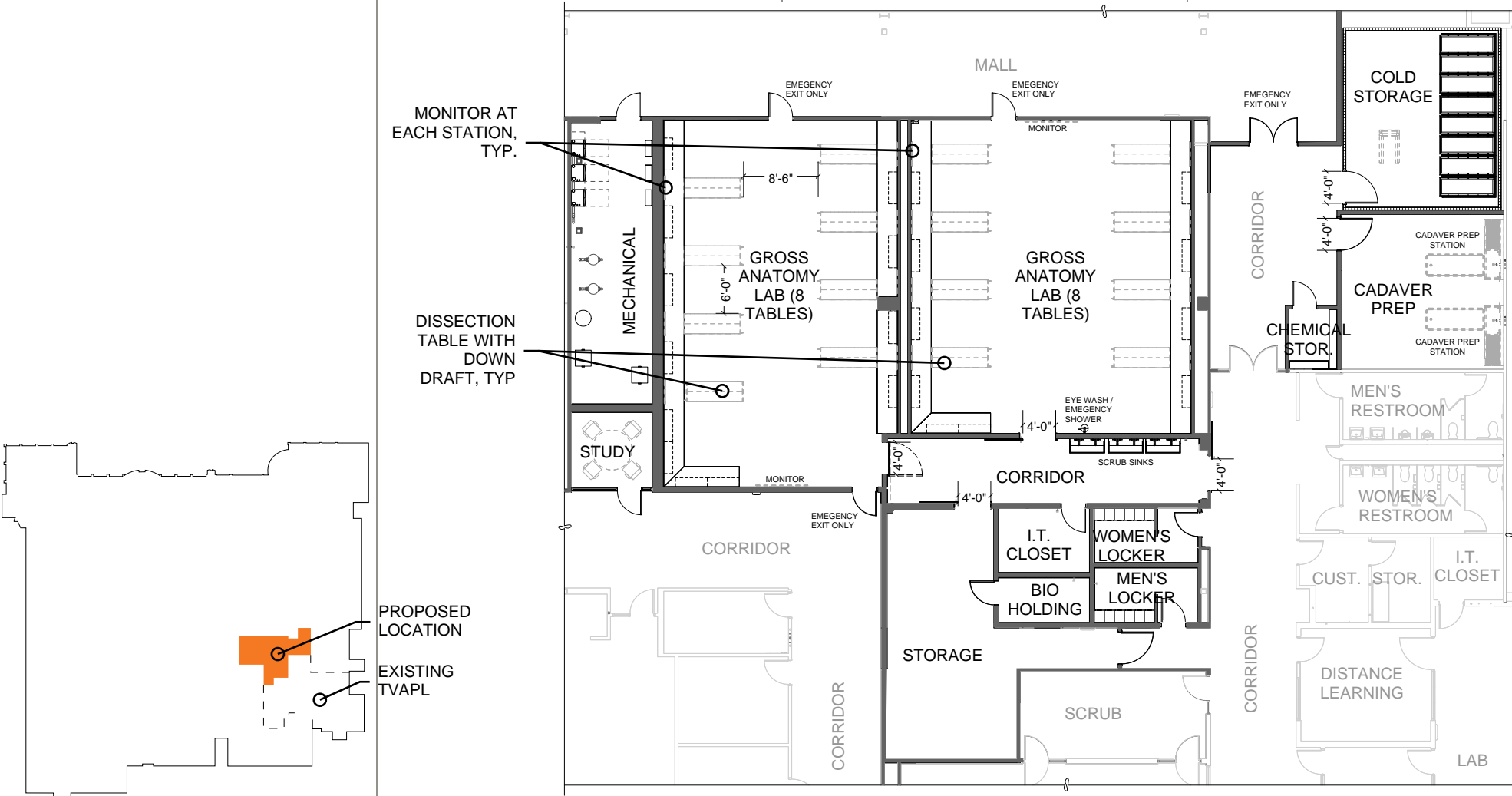
**Idaho State  
University**



**Idaho State  
University**



**Idaho State University**



LEVEL 01

PROPOSED FLOOR PLAN

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 18, 2026**

**SUBJECT**

Idaho State University - Treasure Valley Anatomy and Physiology Laboratory  
Expansion - Project Authorization

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) seeks authorization to proceed with a major construction project to expand the Treasure Valley Anatomy and Physiology Laboratory (TVAPL) on its Meridian campus. This project is a collaborative effort with the Idaho College of Osteopathic Medicine (ICOM) and the University of Idaho (UI), designed to mutually support the growing Health Science Programs on ISU's Meridian Campus, accommodate expanding class cohorts at ICOM, and strengthen undergraduate medical education through a UI and University of Utah (UU) partnership.

To meet the increasing demand for top-tier health sciences education, the TVAPL will add 16 downdraft stations to the existing 34, totaling 50 modern, state-of-the-art lab stations. This expansion also includes a dedicated two-station embalming suite, enabling ISU to launch the Treasure Valley's first university-based Willard Anatomical Donation Program. Establishing this in-house program will support growing programs and create a sustainable, self-sufficient future for this vital educational resource for health science students and the community.

The project involves renovating approximately 6,130 gross square feet of space adjacent to the existing TVAPL labs in the Meridian Health Science Center. This additional laboratory space will accommodate an additional 75 ICOM students, bringing the incoming class cohort to 220, and will also support UI/UU undergraduate medical education activities. In addition, the expanded space will provide crucial laboratory access for expanding ISU's Meridian campus health science programs and the broader Meridian health science community. The current TVAPL lab space on the Meridian campus, at 15,080 gross square feet, is insufficient to accommodate ICOM, UI, and ISU Health Science students.

Current TVAPL labs operate at full capacity from 7:00 a.m. to 11:30 p.m., with some semester variations, to support lab preparation, teaching, dissection, and independent study. Excluding setup and cleanup, student labs and study sessions alone run 12–14 hours per day. The labs have reached their full scheduling capacity and, in their current iteration, can no longer meet the increasing demands for quality anatomical and health sciences donor-based education in and around Idaho without physical expansion. Every available hour and resource is fully utilized. Limited lab space has left no flexibility for new instructional requests or programmatic growth, leading to numerous interested groups (Bioskills & others) being turned away. To sustain quality education and fulfill our shared mission, including accommodating the significantly expanded ICOM student cohort and

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 18, 2026**

UI/UU's proposed undergraduate medical education program, an expansion of the laboratory footprint is essential, as there are simply no additional hours left to give.

**IMPACT**

ISU estimates a total project budget of \$7,898,397, which includes all design fees, FFE, construction, and contingency for this medical-grade construction project, featuring highly specialized HVAC, freezer systems, and related equipment installation for a state-of-the-art anatomy and physiology laboratory supporting medical and health science education.

The ISU Division of Health Sciences, ICOM, and UI have each committed \$2,000,000\*\* toward this project. Idaho State University plans to fund the remaining \$1,898,397 from central reserves, while also actively seeking partnerships with industry and donors interested in investing in health science education for the State of Idaho. This funding plan is outlined below:

Organization	Funding Commitment
ISU Division of Health Sciences Reserves*	\$2,000,000
ICOM	\$2,000,000
University of Idaho**	\$2,000,000
ISU Agency Reserves*	\$1,898,397
Total Project Budget	\$7,898,397

\*ISU is seeking external funding and philanthropic support to offset reserve use.

\*\*The University of Idaho's commitment is subject to the terms of the TVAPL agreement with ISU.

Failure to complete this project will significantly strain the existing anatomy and physiology labs, which are currently unable to meet the demands of both ISU and ICOM and would be further impacted by the addition of the UI/UU program. Additionally, the current operating agreement with ICOM requires ISU to provide access to these laboratories for ICOM medical education programs, ensuring a strong partnership between institutions in medical and health science education for the State of Idaho.

**ATTACHMENTS**

- Attachment 1 - Project Budget
- Attachment 2 - Proposed Floor Plans
- Attachment 3 - ICOM Letter of Commitment
- Attachment 4 - Facilities License Agreement

**STAFF COMMENTS AND RECOMMENDATIONS**

**BAHR  
TAB 4**

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 18, 2026**

Board staff has reviewed Idaho State University's (ISU) request for authorization to proceed with the expansion of the Treasure Valley Anatomy and Physiology Laboratory (TVAPL) at the Meridian Health Science Center.

The proposed project supports the continued growth of health sciences education in the Treasure Valley and responds to demonstrated capacity constraints within the existing laboratory facilities.

The current TVAPL facilities operate at full capacity for extended hours and are unable to accommodate additional instructional demand from ISU health science programs, the Idaho College of Osteopathic Medicine (ICOM), and the proposed University of Idaho (UI) and University of Utah (UU) undergraduate medical education program. Expansion of the laboratory footprint is necessary to sustain program quality, meet contractual obligations with ICOM, and support planned growth in medical education in Idaho.

The total estimated project cost is \$7,898,397 and includes design, construction, furnishings, specialized equipment, and contingency for a highly technical, medical-grade facility. Funding commitments are shared among ISU, ICOM, and UI, with ISU providing remaining funds from agency reserves if necessary.

This proposed collaborative project leverages shared investment to avoid duplication of specialized facilities and supports Idaho's statewide health workforce development priorities. The project is also consistent with Board Policy V.K. and represents a practical use of institution and partner resources.

Board staff recommends approval.

**BOARD ACTION**

I move to approve the total project budget of \$7,898,397, and to authorize ISU's Vice President of Operations to execute all documents required for the advancement of this project in partnership with the Idaho Division of Public Works.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 18, 2026 ATTACHMENT 1**

<b>DPW 25-233 TVAPL Expansion - Proposed Budget Full SD Scope</b>		
Design Fee	\$	697,852
Design Reimbursable	\$	15,000
Commissioning	\$	35,000
Testing during Const	\$	15,000
CMGC Pre-construction	\$	30,000
Construction	\$	6,015,966
Foundations	\$	39,745
Superstructure	\$	525,788
Roofing	\$	22,880
Interior Construction	\$	768,851
Mechanical	\$	1,957,950
Electrical	\$	280,612
Equipment	\$	827,125
General Conditions	\$	666,000
Liability Insurance	\$	55,978
Design Contingency	\$	514,493
Fee	\$	356,544
Construction Contingency	\$	180,479
ISU Equipment Procurements	\$	600,000
Project Contingency	\$	300,000
DOPL Plan Review	\$	9,000
Advertising	\$	100
<b>Total Budget</b>	<b>\$</b>	<b>7,898,397</b>





# BUSINESS AFFAIRS AND HUMAN RESOURCES

Idaho State University, Treasure

Valley Anatomy & Physiology

Laboratory Expansion

SD Budget No.1

based on drawings dated 2025.04.08 provided by VCBO

ATTACHMENT 1

Page 1

5/1/2025

Group	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
01-00-000-000	FOUNDATIONS	6,130.00 sqft	6.48 /sqft	39,745
03-00-000-000	SUPERSTRUCTURE	6,130.00 sqft	85.77 /sqft	525,788
05-00-000-000	ROOFING	6,130.00 sqft	3.73 /sqft	22,880
06-00-000-000	INTERIOR CONSTRUCTION	6,130.00 sqft	125.42 /sqft	768,851
08-00-000-000	MECHANICAL	6,130.00 sqft	319.40 /sqft	1,957,950
09-00-000-000	ELECTRICAL	6,130.00 sqft	45.78 /sqft	280,612
11-00-000-000	EQUIPMENT	6,130.00 sqft	134.93 /sqft	827,125

## Estimate Totals

Description	Amount	Totals	Rate	Cost per Unit
<b>Sub Total</b>	<b>4,422,952</b>	<b>4,422,952</b>		<b>721.526 /sqft</b>
General Conditions	666,000			108.646 /sqft
Liability Insurance	55,978		1.100 %	9.132 /sqft
Design Contingency	514,493		10.000 %	83.930 /sqft
Fee	356,544		6.300 %	58.164 /sqft
<b>Sub Total</b>	<b>1,593,015</b>	<b>6,015,967</b>		<b>981.398 /sqft</b>
Construction Contingency	180,479		3.000 %	29.442 /sqft
Escalation - NIC				
Design/Engineering Fees - NIC				
Testing & Inspection - NIC				
Plan Check/Permits - NIC				
<b>Sub Total</b>	<b>180,479</b>	<b>6,196,446</b>		<b>1,010.839 /sqft</b>
<b>Total</b>		<b>6,196,446</b>		<b>1,010.839 /sqft</b>



Group	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
<b>01-00-000-000</b>	<b>FOUNDATIONS</b>			
	<b>Foundation System</b>			
	Plumbing Pourbacks	123.00 sqft	35.00 /sqft	4,305
	Concrete Footing Reinforcement, Interior	2.00 each	3,500.00 /each	7,000
	Concrete Footing Reinforcement, Exterior	4.00 each	3,500.00 /each	14,000
	Slab on Grade Patching	2.00 each	1,000.00 /each	2,000
	Drill & Epoxy Dowels	110.00 each	100.00 /each	11,000
	<b>Foundation System</b>	<b>6,130.00 sqft</b>	<b>6.25 /sqft</b>	<b>38,305</b>
	<b>Foundation Requirements</b>			
	Foundations Layout/QAQC, Safety	1,440.00 sqft	1.00 /sqft	1,440
	<b>Foundation Requirements</b>	<b>6,130.00 sqft</b>	<b>0.23 /sqft</b>	<b>1,440</b>
	<b>FOUNDATIONS</b>	<b>6,130.00 sqft</b>	<b>6.48 /sqft</b>	<b>39,745</b>
<b>03-00-000-000</b>	<b>SUPERSTRUCTURE</b>			
	<b>Cranes/Hoisting</b>			
	Forklift	10.00 mnth	4,500.00 /mnth	45,000
	Crane	2.00 mnth	35,000.00 /mnth	70,000
	<b>Cranes/Hoisting</b>	<b>6,130.00 sqft</b>	<b>18.76 /sqft</b>	<b>115,000</b>
	<b>Superstructure Requirements</b>			
	Superstructure Layout/QAQC, Safety	6,130.00 sqft	1.05 /sqft	6,413
	Superstructure Clean-Up	6,130.00 sqft	0.70 /sqft	4,275
	<b>Superstructure Requirements</b>	<b>6,130.00 sqft</b>	<b>1.74 /sqft</b>	<b>10,688</b>
	<b>Structural Steel</b>			
	Structural Steel Elevated Frame for Roof, 20 PSF - Allowance	1,440.00 sqft	225.00 /sqft	324,000
	Structural Steel Frame for Chiller, 15 PSF - Allowance	280.00 sqft	175.00 /sqft	49,000
	Column Upgrades	2.00 each	5,000.00 /each	10,000
	<b>Structural Steel</b>	<b>6,130.00 sqft</b>	<b>62.48 /sqft</b>	<b>383,000</b>
	<b>Misc. Metals</b>			
	Misc Metals & Embeds	6,130.00 sqft	2.09 /sqft	12,825
	<b>Misc. Metals</b>	<b>6,130.00 sqft</b>	<b>2.09 /sqft</b>	<b>12,825</b>
	<b>Rough Carpentry</b>			
	Rough Carpentry	6,130.00 sqft	0.70 /sqft	4,275
	<b>Rough Carpentry</b>	<b>6,130.00 sqft</b>	<b>0.70 /sqft</b>	<b>4,275</b>
	<b>SUPERSTRUCTURE</b>	<b>6,130.00 sqft</b>	<b>85.77 /sqft</b>	<b>525,788</b>
<b>05-00-000-000</b>	<b>ROOFING</b>			
	<b>Roofing Requirements</b>			
	Roofing Layout/QAQC, Safety	1,440.00 sqft	0.75 /sqft	1,080
	<b>Roofing Requirements</b>	<b>6,130.00 sqft</b>	<b>0.18 /sqft</b>	<b>1,080</b>
	<b>Rough Carpentry</b>			
	Rooftop Carpentry	1,440.00 sqft	1.25 /sqft	1,800
	<b>Rough Carpentry</b>	<b>6,130.00 sqft</b>	<b>0.29 /sqft</b>	<b>1,800</b>
	<b>Membrane Roofing Systems</b>			
	TPO Roofing System Patch, Insulated	4.00 each	5,000.00 /each	20,000
	<b>Membrane Roofing Systems</b>	<b>6,130.00 sqft</b>	<b>3.26 /sqft</b>	<b>20,000</b>
	<b>ROOFING</b>	<b>6,130.00 sqft</b>	<b>3.73 /sqft</b>	<b>22,880</b>



# BUSINESS AFFAIRS AND HUMAN RESOURCES

Idaho State University, Treasure

Valley Anatomy & Physiology

Laboratory Expansion

SD Budget No.1

based on drawings dated 2025.04.08 provided by VCBO

ATTACHMENT 1

Page 2

5/1/2025

Group	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
<b>06-00-000-000</b>	<b>INTERIOR CONSTRUCTION</b>			
	<b>Select Demo</b>			
	Demo GWB Ceiling	825.00 sqft	2.00 /sqft	1,650
	Demo ACT Ceiling	5,115.00 sqft	2.00 /sqft	10,230
	Demo Phenolic Partition	8.00 each	50.00 /each	400
	Demo Door, Single	15.00 each	150.00 /each	2,250
	Demo Door, Double	2.00 each	250.00 /each	500
	Demo Flooring	6,395.00 sqft	1.00 /sqft	6,395
	Demo Storefront	784.00 sqft	5.00 /sqft	3,920
	Demo Wall Assembly	491.00 lnft	35.00 /lnft	17,185
	Cut Wall for New Opening	2.00 each	250.00 /each	500
	Demo Roof Assembly for new Steel Frame	2.00 each	3,500.00 /each	7,000
	Demo Roof Assembly for new Mech. Penetration	2.00 each	3,500.00 /each	7,000
	Sawcutting Slab on Grade, Plumbing	123.00 lnft	70.00 /lnft	8,610
	Sawcutting Slab on Grade, Foundation Upgrade	40.00 lnft	70.00 /lnft	2,800
	Sawcutting Concrete, Support Chiller	80.00 lnft	70.00 /lnft	5,600
	Sawcutting Slab on Metal Deck	44.00 lnft	70.00 /lnft	3,080
	<b>Select Demo</b>	<b>6,130.00 sqft</b>	<b>12.58 /sqft</b>	<b>77,120</b>
	<b>Casework</b>			
	Base Cabinet	172.00 lnft	350.00 /lnft	60,200
	Upper Cabinet	64.00 lnft	275.00 /lnft	17,600
	Chemical Storage Base Cabinet - Allowance	10.00 lnft	500.00 /lnft	5,000
	<b>Casework</b>	<b>6,130.00 sqft</b>	<b>13.51 /sqft</b>	<b>82,800</b>
	<b>Doors Frames Hardware</b>			
	Single Wood Door, HM Frame	14.00 each	4,500.00 /each	63,000
	Double Wood Door, HM Frame	1.00 each	9,000.00 /each	9,000
	Sliding Glass Doors	4.00 each	15,000.00 /each	60,000
	Auto Operator Hardware	3.00 each	10,000.00 /each	30,000
	Lite Kits	10.00 each	350.00 /each	3,500
	Card Access Control System - Allowance	6.00 each	4,500.00 /each	27,000
	<b>Doors Frames Hardware</b>	<b>6,130.00 sqft</b>	<b>31.40 /sqft</b>	<b>192,500</b>
	<b>Access Doors</b>			
	Access Panels - Allowance	1.00 lsum	1,000.00 /lsum	1,000
	<b>Access Doors</b>	<b>6,130.00 sqft</b>	<b>0.16 /sqft</b>	<b>1,000</b>
	<b>Entrances &amp; Storefront</b>			
	Interior Storefront	133.00 sqft	150.00 /sqft	19,950
	<b>Entrances &amp; Storefront</b>	<b>6,130.00 sqft</b>	<b>3.25 /sqft</b>	<b>19,950</b>
	<b>Metal Studs and Drywall</b>			
	Metal Stud Walls	430.00 lnft	225.00 /lnft	96,750
	Metal Stud Walls, Furred Wall	210.00 lnft	125.00 /lnft	26,250
	GWB Ceiling	719.00 sqft	8.00 /sqft	5,752
	Rated Shaft Assembly	2.00 each	2,500.00 /each	5,000
	<b>Open to Structure, Not Painted</b>	<b>1,046.00 sqft</b>	<b>/sqft</b>	
	<b>Metal Studs and Drywall</b>	<b>6,130.00 sqft</b>	<b>21.82 /sqft</b>	<b>133,752</b>
	<b>Acoustical Ceilings</b>			
	Acoustic Ceiling	1,482.00 sqft	4.75 /sqft	7,040
	Acoustic Ceiling, Washable	3,493.00 sqft	9.80 /sqft	34,231
	<b>Acoustical Ceilings</b>	<b>6,130.00 sqft</b>	<b>6.73 /sqft</b>	<b>41,271</b>
	<b>Resilient Floor &amp; Carpet</b>			
	Sheet Vinyl	730.00 sqft	7.15 /sqft	5,220
	Cove Rubber Base	240.00 lnft	2.10 /lnft	504
	Flooring Patch/Repair	1.00 lsum	1,000.00 /lsum	1,000
	<b>Resilient Floor &amp; Carpet</b>	<b>6,130.00 sqft</b>	<b>1.10 /sqft</b>	<b>6,724</b>
	<b>Special Flooring</b>			
	Hard Concrete	359.00 sqft	3.25 /sqft	1,167



Group	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
	<b>Special Flooring</b>			
	Epoxy Coating	4,632.00 sqft	10.00 /sqft	46,320
	<b>Special Flooring</b>	<b>6,130.00 sqft</b>	<b>7.75 /sqft</b>	<b>47,487</b>
	<b>Paint &amp; Wall Covering</b>			
	Paint Interior Walls	12,640.00 sqft	1.75 /sqft	22,120
	Paint Door Frames	16.00 each	85.00 /each	1,360
	Paint Drywall Ceilings	205.00 sqft	1.25 /sqft	256
	Touch Up	1.00 lsum	1,000.00 /lsum	1,000
	<b>Paint &amp; Wall Covering</b>	<b>6,130.00 sqft</b>	<b>4.04 /sqft</b>	<b>24,736</b>
	<b>Interior Requirements</b>			
	Forced Air Interior Dryout	6,130.00 sqft	1.05 /sqft	6,412
	Protect Interior Finishes	6,130.00 sqft	0.35 /sqft	2,138
	Interior Layout/QAQC, Safety	6,130.00 sqft	0.70 /sqft	4,275
	Interim Clean Up	6,130.00 sqft	1.74 /sqft	10,687
	Ramboard Floor Protection of (E) Floors	1,500.00 sqft	5.00 /sqft	7,500
	Temporary Walls	250.00 lnft	80.00 /lnft	20,000
	Final Clean-up	6,130.00 sqft	0.91 /sqft	5,558
	Construction Dumpsters	12.00 mnth	4,100.00 /mnth	49,200
	<b>Interior Requirements</b>	<b>6,130.00 sqft</b>	<b>17.25 /sqft</b>	<b>105,770</b>
	<b>Corner Guard/Wall Protect</b>			
	Corner Guards	6.00 each	150.00 /each	900
	Hallway Bumper Rail	71.00 lnft	35.00 /lnft	2,485
	<b>Corner Guard/Wall Protect</b>	<b>6,130.00 sqft</b>	<b>0.55 /sqft</b>	<b>3,385</b>
	<b>Signage</b>			
	Interior Code Signage	6,130.00 sqft	0.29 /sqft	1,788
	<b>Signage</b>	<b>6,130.00 sqft</b>	<b>0.29 /sqft</b>	<b>1,788</b>
	<b>Fire Extinguisher/Cabinet</b>			
	Fire Extinguishers and Cabinets	1.00 each	350.00 /each	350
	<b>Fire Extinguisher/Cabinet</b>	<b>6,130.00 sqft</b>	<b>0.06 /sqft</b>	<b>350</b>
	<b>Toilet &amp; Bath Accessories</b>			
	Laminate Lockers	12.00 each	1,500.00 /each	18,000
	Coat Hook - Double	2.00 each	85.00 /each	170
	Locker Bench	2.00 each	1,250.00 /each	2,500
	Mirror	2.00 each	500.00 /each	1,000
	<b>Toilet &amp; Bath Accessories</b>	<b>6,130.00 sqft</b>	<b>3.54 /sqft</b>	<b>21,670</b>
	<b>Furniture and Accessories</b>			
	Install of OFCI Items - Allowance	6,130.00 sqft	1.39 /sqft	8,550
	<b>FF &amp; E - Excluded</b>	<b>lsum</b>	<b>/lsum</b>	
	<b>Furniture and Accessories</b>	<b>6,130.00 sqft</b>	<b>1.39 /sqft</b>	<b>8,550</b>
	<b>INTERIOR CONSTRUCTION</b>	<b>6,130.00 sqft</b>	<b>125.42 /sqft</b>	<b>768,851</b>

08-00-000-000 MECHANICAL

	<b>Fire Protection</b>			
	Fire Sprinklers	6,130.00 sqft	4.18 /sqft	25,650
	<b>Fire Protection</b>	<b>6,130.00 sqft</b>	<b>4.18 /sqft</b>	<b>25,650</b>
	<b>Plumbing</b>			
	Plumbing	6,130.00 sqft	106.00 /sqft	649,800
	<b>Plumbing</b>	<b>6,130.00 sqft</b>	<b>106.00 /sqft</b>	<b>649,800</b>
	<b>HVAC</b>			
	HVAC	6,130.00 sqft	209.22 /sqft	1,282,500



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Page 4

5/1/2025

Group	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
09-00-000-000	<b>HVAC</b>	<b>6,130.00 sqft</b>	<b>209.22 /sqft</b>	<b>1,282,500</b>
	<b>MECHANICAL</b>	<b>6,130.00 sqft</b>	<b>319.40 /sqft</b>	<b>1,957,950</b>
	<b>ELECTRICAL</b>			
	<b>Electrical Systems</b>			
	Electrical	6,130.00 sqft	35.71 /sqft	218,880
	Fire Alarm	6,130.00 sqft	2.44 /sqft	14,963
	Electrical Design Contingency	1.00 lsum	46,769.00 /lsum	46,769
	<b>Electrical Systems</b>	<b>6,130.00 sqft</b>	<b>45.78 /sqft</b>	<b>280,612</b>
	<b>ELECTRICAL</b>	<b>6,130.00 sqft</b>	<b>45.78 /sqft</b>	<b>280,612</b>
	<b>EQUIPMENT</b>			
11-00-000-000	<b>Residential Appliances</b>			
	<b>Appliance Package - Excluded</b>	<b>each</b>	<b>/each</b>	
	<b>Residential Appliances</b>	<b>6,130.00 sqft</b>	<b>/sqft</b>	
	<b>Laboratory Casework</b>			
	Stainless Steel Countertops	405.00 sqft	225.00 /sqft	91,125
	<b>Laboratory Casework</b>	<b>6,130.00 sqft</b>	<b>14.87 /sqft</b>	<b>91,125</b>
	<b>Laboratory Equipment</b>			
	Controlled Environmental Cold Storage - Allowance	1.00 lsum	400,000.00 /lsum	400,000
	Mortuary Racks and Trays, 40 Bay	1.00 each	85,000.00 /each	85,000
	Scullery Sink	1.00 each	17,750.00 /each	17,750
	Overhead Exam Lights	16.00 each	10,750.00 /each	172,000
	AimLED Ceiling Light Fixture	2.00 each	6,000.00 /each	12,000
	Autopsy Sinks	2.00 each	24,625.00 /each	49,250
	<b>Hand Crank Cadaver Lift Base - Excluded, by Owner</b>	<b>each</b>	<b>/each</b>	
	<b>Cadaver Lift - Excluded, by Owner</b>	<b>each</b>	<b>/each</b>	
	<b>Autopsy Carriage - Excluded, by Owner</b>	<b>each</b>	<b>/each</b>	
	<b>Autopsy Dissecting Table, Excluded, by Owner</b>	<b>each</b>	<b>/each</b>	
	<b>Laboratory Equipment</b>	<b>6,130.00 sqft</b>	<b>120.07 /sqft</b>	<b>736,000</b>
	<b>EQUIPMENT</b>	<b>6,130.00 sqft</b>	<b>134.93 /sqft</b>	<b>827,125</b>

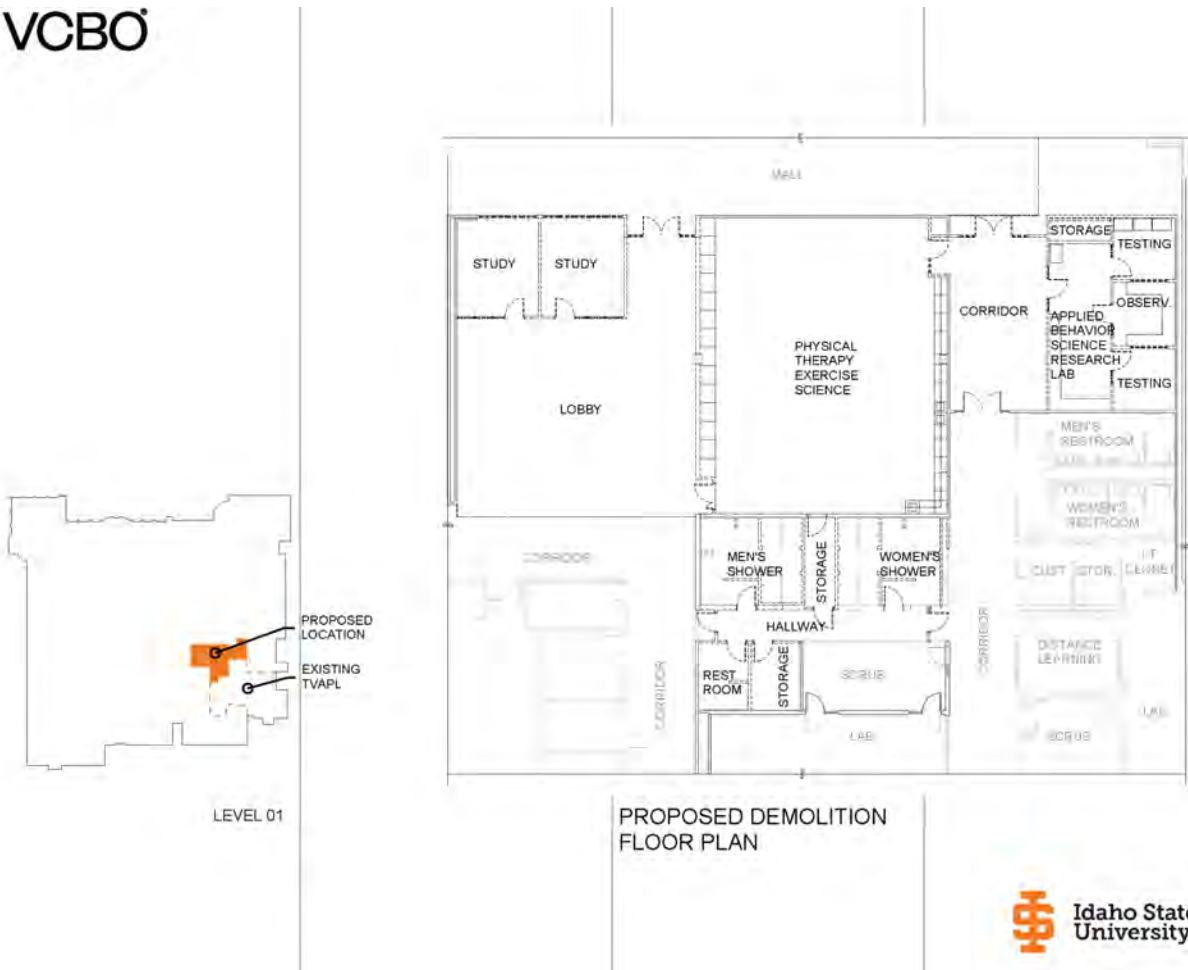
## Estimate Totals

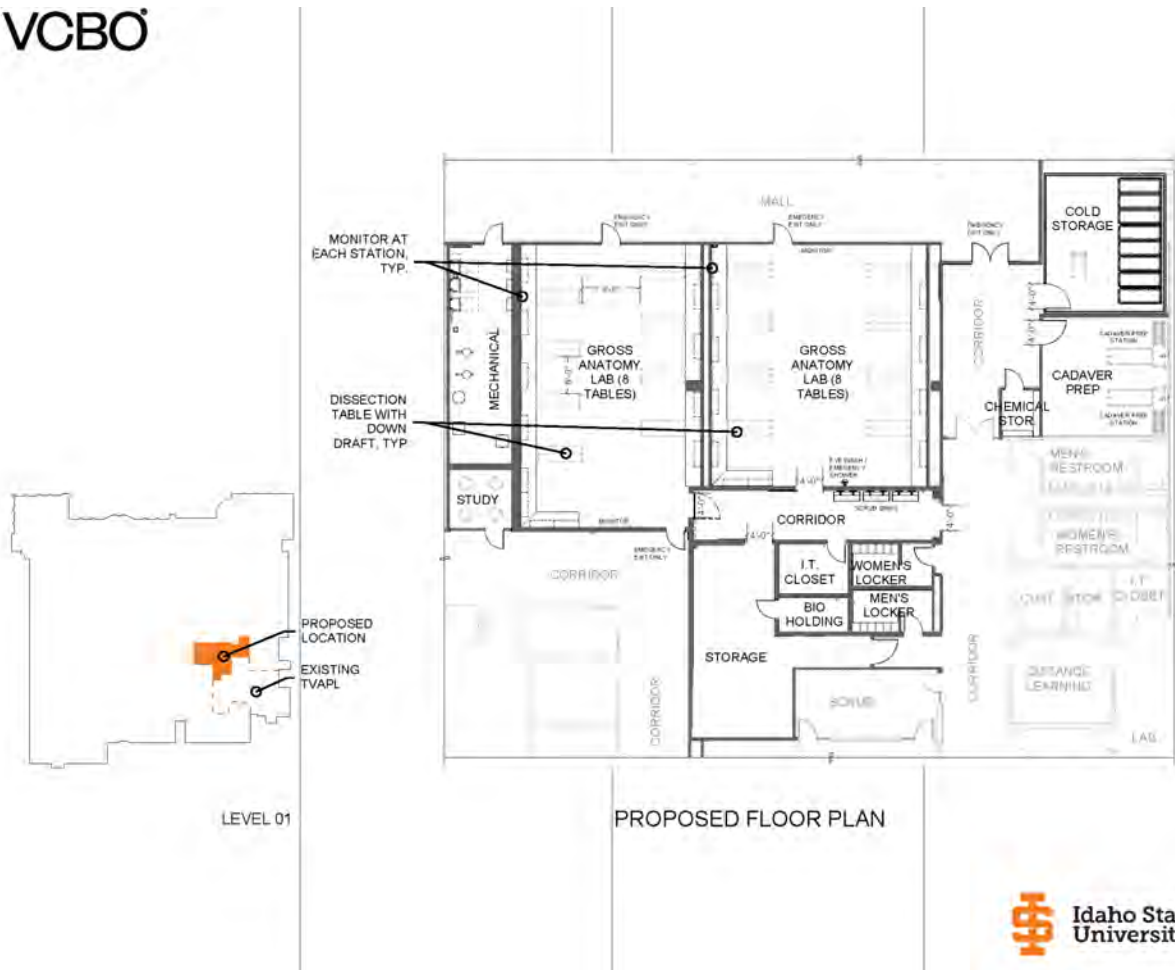
Description	Amount	Totals	Rate	Cost per Unit
<b>Sub Total</b>	<b>4,422,952</b>	<b>4,422,952</b>		<b>721.526 /sqft</b>
General Conditions	666,000			108.646 /sqft
Liability Insurance	55,978		1.100 %	9.132 /sqft
Design Contingency	514,493		10.000 %	83.930 /sqft
Fee	356,544		6.300 %	58.164 /sqft
<b>Sub Total</b>	<b>1,593,015</b>	<b>6,015,967</b>		<b>981.398 /sqft</b>
Construction Contingency	180,479		3.000 %	29.442 /sqft
Escalation - NIC				
Design/Engineering Fees - NIC				
Testing & Inspection - NIC				
Plan Check/Permits - NIC				
<b>Sub Total</b>	<b>180,479</b>	<b>6,196,446</b>		<b>1,010.839 /sqft</b>
<b>Total</b>		<b>6,196,446</b>		<b>1,010.839 /sqft</b>

Attachment 2 - Proposed Floor Plans



VCBO









Attachment 3 - ICOM Letter of Commitment



January 15, 2025

Rex W. Force  
Vice President for Health Sciences  
& Senior Vice Provost  
Idaho State University  
921 S 8th Ave, Stop 8055  
Pocatello, ID 83201

RE: Letter of Commitment of Matching Funds for SBOE EANS Funds

Dear Dr. Force

We are excited about the upcoming project to increase institutional capacity to expand high-demand programs at Idaho State University and support the class size increase at the Idaho College of Osteopathic Medicine. We are particularly excited about the opportunity to train more health professionals, as this will address critical workforce needs in the state. The expansion of the Treasure Valley Anatomy and Physiology Labs is an integral part of the infrastructure necessary to increase our educational capacity.

I wanted to inform you that ICOM commits to providing Idaho State University with \$2,000,000 to match the State Board of Education EANS funds for this project. The ICOM board approved this match at our December 17, 2024, board meeting.

We look forward to our partnership on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy Farnsworth", is written over a light blue horizontal line.

Tracy Farnsworth, EdD, MHSA, MBA, FACHE  
President and Chief Executive Officer  
Idaho College of Osteopathic Medicine

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("License Agreement") is hereby entered into effective upon the date of the last required signature ("Effective Date"), by and between Idaho State University, located at 921 S 8<sup>th</sup> Ave, Pocatello, Idaho, 83209, ("Licensor") and 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, whose address is located at 875 Perimeter Dr, Moscow, Idaho, 83844 ("Licensee"), for the purpose of licensing of the use of the Premises (as hereinafter defined). Licensor and Licensee are referred to each as a "Party" and collectively as the "Parties".

**WITNESSETH**

WHEREAS, the L.S. and Aline W. Skaggs Treasure Valley Anatomy and Physiology Laboratories ("TVAPL") is located within, and a part of the Premises; and

WHEREAS, the Licensor wishes to grant, and the Licensee wishes to accept a license related to the use of the Premises (as hereinafter defined) in accordance with the terms and conditions set forth in this License Agreement; and

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this License Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

**1. LICENSE OF PREMISES.**

- A. The Licensor does hereby grant to Licensee a non-exclusive License to use, in accordance with the terms of this License Agreement and a Joint Operations and Services Agreement ("JOSA") (as hereinafter defined) which the Parties will execute subsequently hereto in order to establish and govern on-going use, management, and operation of the TVAPL. Such license shall be for the use of certain anatomy and physiology lab located in the Idaho State University Meridian Health Science Center, and as more particularly described as spaces to include the A & P Laboratory Phase 1, Phase 3, Bio Skills Phase 1, Anatomy Instruction Studio, Virtual Lab, storage and prep rooms, and common areas and identified in Exhibit A attached hereto and incorporated herein by reference (the "Premises"), together with the non-exclusive right and easement to use the necessary ingress and egress, in common with Licensor and the occupants of the building in which the Premises are located (the "Building").
- C. The Parties understand and agree that Licensor intends to make improvements to the Premises as currently constituted in order to accommodate the additional use of such by Licensee, along with use by Licensor and other occupants.

- 2. **TERM.** The term of this License Agreement shall be in effect for a period of forty (40) years plus two (2) additional ten (10) year terms at Licensee's option unless, at the time Licensee delivers notice of its election to extend, Licensee is in default beyond any applicable cure

period, or until (i) the termination of the Agreement or (ii) written agreement of the Parties. The term of this License Agreement shall commence upon the date of substantial completion of improvements that will be made to the Premises by Licensor, which means the date when the Premises are ready for the intended use by Licensee, subject to completion of minor details of construction or minor mechanical adjustments that do not significantly interfere with Licensee's use. The Premises will be substantially complete by August 1, 2027. If Licensee intends to exercise its option to extend the license per this Section 2 of this License Agreement, Licensee must provide Licensor not less than sixty (60) days' notice and the Parties shall enter into a commercially reasonable and mutually acceptable license payment schedule for the renewal term(s) of the License Agreement.

3. **PAYMENT.** In consideration of Licensee paying Prepayment Funds (as hereinafter defined), Licensee shall, in accordance with the terms of this License have exclusive access to and use of the Premises at times and in a manner as mutually may be further agreed to in writing by the Parties, for the initial term of forty (40) years, which Prepayment Funds paid by Licensee are intended to be applied toward the following fixed costs related to the Premises and the Building: i) use and indirect costs which include utility costs and other expenses associated with daily Building operations and ii) the provision, repair and replacement, except as otherwise expressly provided in this License Agreement, of laboratory fixtures and equipment, and laboratory items, including but not limited to, dissection tables, dissection instruments, carts, tables, storage, 3D models, and surgical lights. Licensee will provide Prepayment Funds to Licensor for up to a maximum amount of two million dollars (\$2,000,000), or the construction costs of Phase 3 directly attributable or related to Licensee's intended use of the Premises (as depicted in Exhibit A), whichever amount is less (the "Prepayment Funds"). Prepayment funds will be payable to Licensor within sixty (60) days of Licensor's receipt of invoices and related documentation. The Parties hereby acknowledge and agree that the payment of Prepayment Funds by Licensee shall be due no earlier than January 1, 2027, and no later than February 1, 2027.

Licensor agrees to provide Licensee adequate written verification of all fixed costs incurred, including indirect costs, utility and other expenses, costs of laboratory fixtures, equipment, and items in the form of invoices, reports, statements or other commercially reasonable documentation evidencing the costs to which Licensee Prepayment Funds will be applied.

4. **ACCEPTANCE OF PREMISES.** Licensee's inspection and acceptance of the Premises is based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Licensee's discretion and cost, Licensee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Licensee's inspection, or inspection by any agent of Licensee, be deemed a waiver of any defects in the Premises.
5. **DUTIES OF LICENSEE AND LICENSOR: NO WASTE; REPAIRS.** Licensee will not commit waste on the Premises, nor will it alter, disfigure or deface any part of the Building, grounds, or any other part of the Premises, including fixtures. Licensee shall only be responsible for the costs to repair any damages caused by Licensee over and above normal wear and tear.

Any necessary repairs, except those actually necessitated by Licensee's waste, alteration, disfigurement or defacement shall be made solely at the Licensor's expense and shall be commenced immediately and diligently pursued to completion in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Licensee agrees to promptly notify Licensor of any necessary repairs.

The Licensee agrees to comply with such reasonable use rules and regulations as may be established by the Licensor.

6. **SERVICES.** Licensor covenants that it shall provide and/or perform the following services for the duration of the term of this License Agreement and any extensions thereof: lawn and grounds care, snow removal, lighting, heat/air, sewer, water, gas, electricity, trash and garbage collection. The Licensor shall maintain the Premises as well as the exterior walls, roof, and structural supports of the Building, of which said Premises are a part, together with driveways, parking areas, sidewalks, and exterior grounds in good order and repair. Licensor shall also furnish proper maintenance, repair and lighting of the Premises, common stairways, hallways, restrooms, entryways, elevators, and other common areas of the Building. Licensor shall maintain the common areas of the Building in reasonably good order and condition, except for damage caused by Licensee, or its employees, agents, contractors or invitees. Licensor shall use best efforts to restore any service that becomes unavailable. Provided, however, that if Licensee is prevented from making reasonable use of the Premises as set forth above and such interruption or unavailability occurs during the initial forty (40) year term, at Licensee's option such term shall be extended for a period equal to the time Licensee is prevented from making reasonable use of the Premises and the otherwise applicable portion of Prepayment Funds related to such period shall be applied to such extension. Licensee agrees to immediately notify Licensor in writing of any interruption of use.
7. **MUTUAL LIABILITY:** Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law subject to the provisions of the Idaho Tort Claims Act, Idaho Code section 6-901 through 6-929. Each party shall promptly notify the other party of any claim arising under this Contract and shall cooperate fully with the defending party or its representatives in the defense of such claim. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.
8. **USE OF PREMISES.** Licensee shall use the Premises for education, research and related services in keeping with the purpose for which the Premises are intended, as more specifically defined in Article 2 of the Joint Operations Services Agreement, incorporated herein by reference (the "Permitted Use") and, except as otherwise agreed in writing between the parties, for no other uses without the written consent of Licensor. Licensee shall not commit or permit the commission of any acts on said Premises nor use or permit the use of said Premises in any way that violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereafter enacted, governing said Premises. Use of the Premises by Licensee shall be scheduled at times that

do not conflict with use established annually for the Idaho College of Osteopathic Medicine and Licensor's own academic programs. Scheduled use of the Premises by the Licensee shall be determined and approved by Licensor, but minimally with an adequate scope and duration that such use by Licensee allows delivery of Licensee's medical curriculum in a manner that fulfills Liaison Committee on Medical Education (LCME) accreditation standards. The Parties agree that scheduled use for the Licensee's curriculum will be assigned in at least half day blocks between regular business hours (8am-5pm MST) and on regular business days of Licensor between Monday and Friday. Licensee may also have access and use of the TVAPL outside of regular business hours for other approved non-curricular purposes.

## 9. DESTRUCTION OF PREMISES.

A. Damage or Destruction Renders Premises Unfit for Use. If, during the term of this License Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Licensee so as to render the Premises unfit for use by Licensee, the Licensor shall at Licensor's sole cost and expense promptly repair the same and either (i) if such damage occurs during the initial forty (40) year term, at the option of Licensee such term shall be extended for a period equal to the time Licensee is prevented from using the Premises and the otherwise applicable portion of Prepayment Funds related to such period shall be applied to such extension, or (ii) if such damage occurs during a renewal term, then license fees payable under this License Agreement shall be abated for the time and to the extent Licensee is prevented from using the Premises. If comparable space, reasonably acceptable to Licensee, can be provided by the Licensor within thirty (30) days of the date of destruction or damage, the Licensee shall relocate to such substitute space and all relocation costs shall be at the sole expense of the Licensor. License fees, if any, will be continued upon use of the substitute space at the lesser of: (i) the current license rate; or (ii) the market rate for the substitute space. If the Licensor elects to restore or rebuild the Premises, Licensee shall be relocated back to the Premises, at the sole cost and expense of Licensor, upon substantial completion of the Premises by Licensor, meaning the date when the Premises are ready for intended use by Licensee, subject to completion of minor details of construction or minor mechanical adjustments that do not significantly interfere with Licensee's use. In the event Licensor elects not to restore or rebuild the Premises, such relocation shall be for the remainder of this License Agreement and any extension thereof. Notwithstanding the foregoing, if Licensee does not relocate for any reason and Licensor elects not to restore or rebuild the Premises, Licensee may terminate this License Agreement without liability of any kind save payment, if any, for actual use of the Premises to the date of the destruction or damage.

B. Some Portion Fit for Use.

- 1) Notwithstanding any other provision of this License Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within one (1) year to as good a condition as originally received, the Licensee shall continue this License Agreement and Licensor shall have the option restore or rebuild the Premises. Provided, however, that if such damage occurs during the initial forty (40) year term, such term shall be extended

for a period equal to the time, from the date of such damage or destruction, that it takes Licensors to restore the Premises and the otherwise applicable portion of repayment Funds related to such period shall be applied to such extension.

- 2) If the Licensors elects to restore or rebuild pursuant to the option provided in paragraph 10.B.1, one of the following will apply: (i) if such damage occurs during the initial forty (40) year term, such term shall be extended for a period equal to the time Licensee is prevented from using the Premises, or (ii) if such damage occurs during a renewal term, then the license fees otherwise due Licensors by Licensee shall be abated equal to the daily cost of the unused Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Licensee is unable to use all or part of the Premises during the restoration, then, at the option of the Licensors, the Licensee may be relocated to comparable space, reasonably acceptable to Licensee, and all relocation costs shall be at the sole expense of the Licensors. If such restoration or rebuilding exceeds one (1) year beyond the date of the destruction or damage to the Premises, Licensee may terminate this License Agreement without liability of any kind save payment for actual use of the Premises to the date of the destruction or damage.

In the event a termination occurs, in accordance with this Section 9, prior to the expiration of the initial forty (40) year term, Licensors agrees to repay Licensee the pro-rata balance of the Prepayment Funds (acknowledging the Prepayment Funds are to be equally applied on an annual basis over the initial forty-year term) within sixty (60) days from the date of such termination.

10. **DEFAULT.** In the event that either party shall default in the performance of any term, covenant, or condition of this License Agreement or the JOSA, the party not in default may, at its option, terminate this License Agreement in accordance with the terms set forth herein. In the event this License Agreement is terminated as a result of a Licensors default, prior to the expiration of the initial forty (40) year term, Licensors agrees to repay Licensee the pro-rata balance of the Prepayment Funds (acknowledging the Prepayment Funds are to be equally applied on an annual basis over the initial forty (40) year term) within sixty (60) days from the date of termination. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) days to cure or, provided that the failure is of a nature that it cannot be cured within such fifteen (15) day period, the defaulting party shall not be in default of this License Agreement if it commences the cure of such failure within such fifteen (15) day period and thereafter diligently pursues the curing of same and completes the cure within sixty (60) days.

11. **TERMINATION.**

A. This agreement may be terminated by Licensee as follows:

- i. Licensee may terminate if it does not receive initial approval of the Board of Regents for the University of Idaho, or policy support of the Idaho Legislature for the establishment of a jointly administered undergraduate medical education

program between the University of Idaho and the University of Utah ("Program"), including adequate funding for the Program and all necessary facilities.

ii. Licensee may terminate if at any time the Program is terminated or ceases to be in operation, or circumstances change and the delivery of the Program is modified in a material way that renders the use of the TVAPL impractical for Licensee whether such causes for termination are as a result of the action of the Licensee or any other party whose involvement is necessary for the administration of the Program or use of the Premises.

iii. Licensee may terminate at any time during the term of the Agreement for any reason, including but not limited to a change in circumstances which Licensee determines in its sole discretion renders use of the TVAPL to no longer be in the best interests of Licensee, or if the Program.

In the event a termination occurs, in accordance with subsections 11.A (ii) and (iii), prior to the expiration of the initial forty (40) year term, Licensor agrees to reimburse a portion of the Prepayment funds to Licensee in accordance with the following schedule:

**TABLE 11.A**

<b>Termination Date</b>	<b>Reimbursement</b>
On or before Year 3	Zero (\$0)
Between Year 3 and on or before year 5	Seven hundred and fifty thousand dollars (\$750,000)
Between Year 5 and on or before year 7	Five hundred thousand dollars (\$500,000)
Between Year 7 and on or before 10	Two hundred and fifty thousand dollars (\$250,000)
After Year 10	Zero (\$0)

In the event a termination occurs by Licensee in accordance with subsection 11.A.(i) on or before Year 3 and Licensee has not commenced use of the Premises, Licensor shall reimburse Licensee the full Prepayment fund amount of two million dollars (\$2,000,000).

**B.** This Agreement may be terminated by Licensor for any reason including but not limited to a change in circumstances or if it determines in its sole discretion that use of the TVAPL by Licensee is no longer necessary or not in the best interests of Licensor.



In the event Licensor terminates this agreement in accordance with this subsection 11.B prior to the expiration of the initial forty (40) year term, Licensor agrees to reimburse the Prepayment funds to Licensee in accordance with the following schedule:

**TABLE 11.B**

<b>Termination Date</b>	<b>Reimbursement</b>
On or before Year 3	Two million dollars (\$2,000,000)
Between Year 3 and on or before year 5	One million dollars (\$1,000,000)
Between Year 5 and on or before year 7	Five hundred thousand dollars (\$500,000)
Between Year 7 and on or before year 10	Two hundred fifty thousand dollars (\$250,000)
After Year 10	Zero (\$0)

**C.** Written notice of any termination provided herein section 11 shall be provided by the terminating Party to the other party specifying the date of termination which date shall not be less than one (1) year from the date of the notice.

**D.** In the event Prepayment funds are reimbursed back to Licensee as a result of the termination of this agreement, such funds due to Licensee in accordance with the schedules identified herein section 11 shall be payable to Licensee within three hundred and sixty five (365) days of the effective date of such termination.

**E.** In the event this agreement is terminated for any reason, both parties agree to negotiate a Teach-Out schedule prior to the effective date of termination to meet the needs of Licensee's educational program.

- 12. NO ASSIGNMENT OR SUBLICENSING.** Licensee shall not encumber, assign, or otherwise transfer this License Agreement, any right or interest in this License Agreement, or any right or interest in said Premises without the written consent of Licensor, which consent and approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensee shall have the right, without Licensor's prior consent to assign the License to any Affiliate (as defined below) of Licensee (a "Permitted Transfer"). For the purposes of this Section 12, an "Affiliate" shall be any entity that (i) is controlled by, controlling or under common control of Licensee and (ii) has a reasonable amount of experience and knowledge in operating a business for the Permitted Use. Except for a Permitted Transfer, the factors to be

considered by Licensor in granting or withholding its consent and approval to the proposed assignment or sublicense could include (i) the assignee's or sublicensee's financial condition; and (ii) the assignee's or sublicensee's proposed use. Licensee shall bear the burden and expense of establishing that the proposed assignee or sublicensee satisfies the foregoing criteria.

13. **OFFICIALS, AGENTS AND EMPLOYEES NOT PERSONALLY LIABLE.** It is agreed by and between the Parties that in no event shall any official, officer, employee, manager, member or agent of the State of Idaho or Licensee be in any way liable or responsible for any covenant or agreement contained in this License Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this License Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho or Licensee shall have any personal liability or responsibility under this License Agreement, and the sole responsibility and liability for the performance of this License Agreement and all of the provisions and covenants contained in this License Agreement shall rest in and be vested with the State of Idaho or Licensee, respectively.
14. **RELATION OF PARTIES.** The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this License Agreement, nor shall they be deemed to be partners. The relationship between the Parties is solely that of licensor and licensee.
15. **MARKS AND BRANDING.** During the term of this agreement, Licensor agrees to allow Licensee at Licensee's sole expense to display in the form of signage one or more of its Marks or Marks of the joint medical program with the University of Utah-Spencer Fox Eccles School of Medicine as may be developed, and as reflected herein Exhibit B - in a mutually agreeable size and manner and mutually agreeable location within the Premises in order to recognize Licensee's financial contribution to the improvements at the TVAPL and its collaborative partnership efforts to further the success of medical education programs in the state of Idaho. No other signage shall be permitted without the Licensor's prior written consent. Upon display of any such of Licensee's Marks on signage within the Premises, the removal of such signage shall require the approval of the Board or Regents (Idaho State Board of Education). Removal of Marks without such approval shall be grounds for termination in accordance with section 11 herein this agreement.

Subject to the terms and conditions of this Agreement, both Parties hereby respectively grant the other a non-exclusive, non-transferable, non-sublicensable license during the Term to use certain of the other Party's Marks for signage within the Premises and in other contexts separate from signage such as promotional material or other written or electronic materials solely for the purpose of promoting the Premises pursuant to the terms and conditions of this Agreement. This license shall be limited to the University of Idaho or the University of Idaho jointly with the University of Utah-Spencer Fox Eccles School of Medicine Program and Idaho State University Marks, as noted and reflected in Exhibit B, attached hereto. All materials displaying the Parties' respective Marks shall be subject to the express prior written approval of the other Party, and any production of promotional products using the other Party's Marks must be ordered from Approved Licensed Vendors. If, at any time, a Party notifies the other of its

objection to the use of any materials displaying their Marks, regardless of whether such materials were previously approved or supplied by the granting Party, the grantee Party will discontinue any and all uses of such materials immediately. Any use that is deemed to violate any applicable Laws will be corrected immediately by the awarded Party, at its sole expense.

16. **NOTICES.** Any notice required to be served in accordance with the terms of this License Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Licensee shall be sent to the Licensor at 921 S 8<sup>th</sup> Ave, Stop 8410, Pocatello, ID 83209. Any notice required to be sent by the Licensor shall be sent to 875 Perimeter Dr, Moscow, Idaho, 83844. In the event of a change of address by either Licensor or Licensee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.
17. **INSURANCE.** The Parties' liability coverage is provided through a self-funded liability program administered by the Idaho Bureau of Risk Management. The Parties are subject to the limits of liability specified in Idaho Code §§ 6-901 through 6-929, known as the Idaho Tort Claims Act. Limits of liability are \$500,000 Combined Single Limits, which amount is the Parties' limit of liability under the Idaho Tort Claims Act and this Agreement. The Parties, as state agencies warrant and represent that they are self-funded for liability insurance, both general liability and property, with such protection being limited to the officers, employees, servants and agents of University of Idaho and Idaho State University while acting within the scope of their employment. The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the State of Idaho or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Idaho beyond that which is allowable by law.
18. **HEIRS AND ASSIGNS.** Subject to the provisions herein related to assignments, the terms of this License Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Licensor and the Licensee in like manner as to the original Parties.
19. **NON-WAIVER.** The failure of the Licensor or Licensee to insist upon strict performance of any of the covenants and agreements of this License Agreement or to exercise any option contained in this License Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Licensor and Licensee.
20. **MODIFICATION.** This License Agreement may be modified only by the prior written consent of authorized representatives of the Licensor and Licensee.
21. **MATERIAL REPRESENTATIONS.** The Parties agree and acknowledge that the representations and acknowledgments made in this License Agreement are material and the Parties have relied upon them in entering this License Agreement.

22. **SEVERABILITY.** If any term or provision of this License Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be continued and enforced as if the invalid term or provision were not contained in this License Agreement.
23. **RECORDING.** Upon the request of either party, the Parties agree to execute and record a short form or memorandum of this License Agreement.
24. **GOVERNING LAW.** It is agreed that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.
25. **COMPLETE STATEMENT OF TERMS.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this License Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this License Agreement.
26. **APPROPRIATION BY LEGISLATURE REQUIRED** Each Party is a government entity and this Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. Upon the effectiveness of this Agreement as provided in Subsection 1.B herein, each party reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds or rescinds or requires any return or "give-back" of funds, or if the Executive Branch mandates any cuts or holdbacks in spending, as may be required for such party to continue its performance under the Contract,. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the other party.
27. **LEGAL COMPLIANCE.** The Parties shall comply with all applicable federal, state and local laws and regulations. The Parties hereby certify that: (i) pursuant to Idaho Code Section 67-2346, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and it employs ten (10) or more persons, 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; or (ii) 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 Section 18-3302(2)(d), Idaho Code; (iii) pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People's Republic of China and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (iv) it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as set forth above.

LICENSOR: IDAHO STATE UNIVERSITY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LICENSEE: BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT A - The Idaho State University Meridian Health Science Center Floor Plan

VCBO

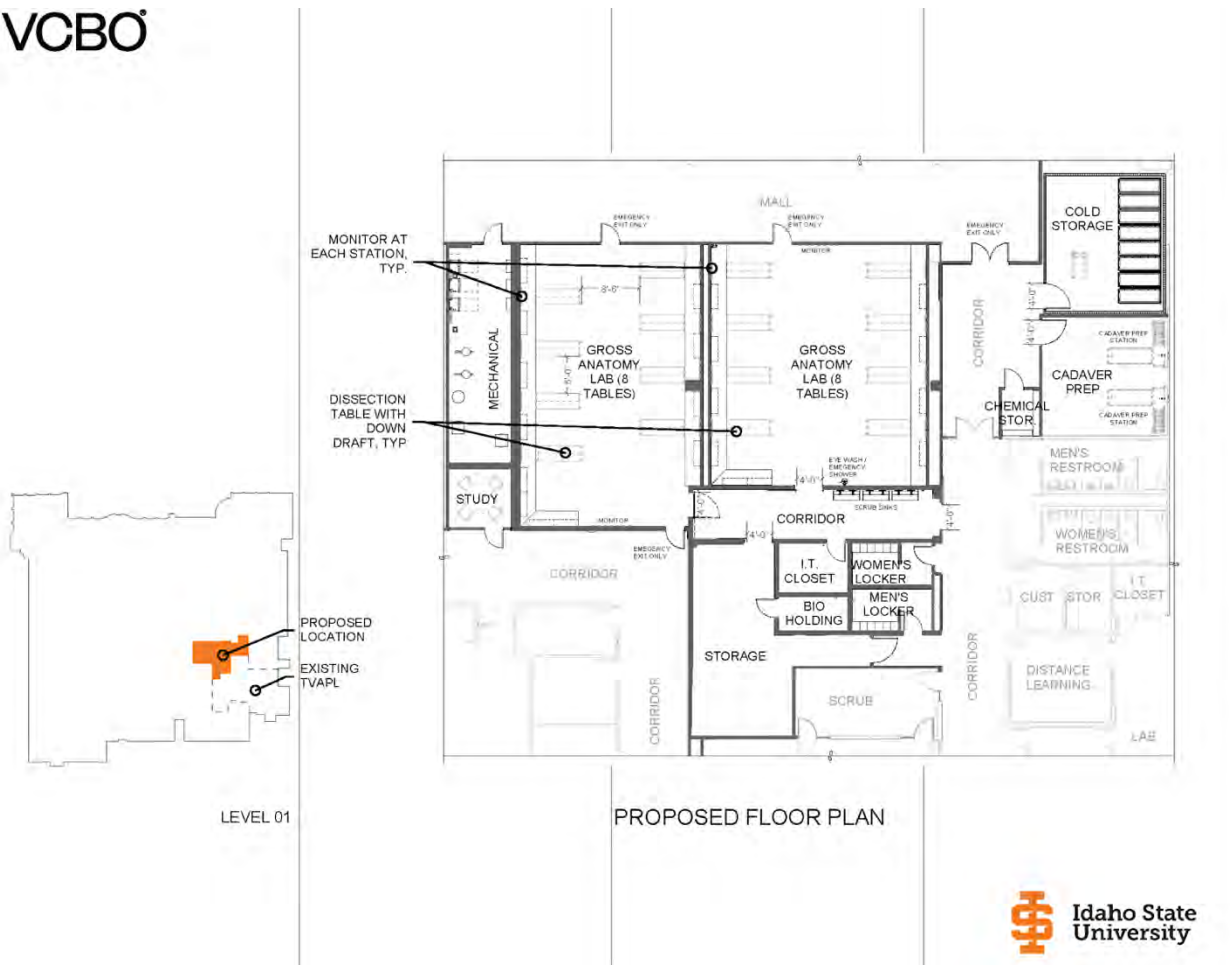


EXHIBIT B - UI and ISU MARKS

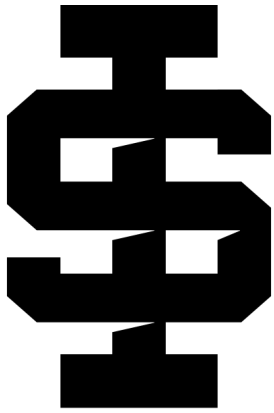
“University of Idaho” (USPTO # 3490396),  
“I University of Idaho” (USPTO # 5665638), AND  
“University of Idaho Seal” (USPTO # 3937235)



University  
of Idaho



University of Idaho



**Idaho State  
University**



**Idaho State  
University**



**Idaho State University**



**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**FEBRUARY 18, 2026**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>IDAHO STATE DEPARTMENT OF EDUCATION – ED FLEX APPLICATION AUTHORITY AREAS</b>	Action Item
<b>2</b>	<b>IDAHO STATE DEPARTMENT OF EDUCATION – DRAFT ESEA WAIVER APPLICATION</b>	Action Item

**IDAHO DEPARTMENT OF EDUCATION**

**SUBJECT**

Idaho State Department of Education – Ed-Flex Application Authority Areas

**REFERENCE**

August 2017	Board approved Idaho’s Consolidated State Plan for submission to the U.S. Department of Education.
February 2019	Board approved amendments to the Idaho Consolidated State Plan.
February 2024	Board approved technical corrections to the ESEA Consolidated State Plan.
June 2024	Board approved proposed amendments to the Idaho Consolidated State Plan, including adjustments to long-term goals for ISAT, graduation rates, and English Learner progress; and the ISAT growth model.
June 2025	Board received an update on federal flexibility options the Department was exploring.
December 2025	Board received a more detailed update on the Department’s plans to develop an ESEA waiver application and pursue Ed-Flex State Status.

**APPLICABLE STATUTE, RULE OR POLICY**

Elementary and Secondary Education Act of 1965

Education Flexibility Partnership Act of 1999, as amended by the Every Student Succeeds Act of 2015 (ESSA)

Every Student Succeeds Act (ESSA):

- Title I, Part A (other than section 1111)
- Title I, Part C
- Title I, Part D
- Title II, Part A
- Title IV, Part A

Carl D. Perkins Career and Technical Education Act of 2006, as amended

**BACKGROUND/DISCUSSION**

Over the past year, the U.S. Department of Education (ED) has asked states to explore ESEA waivers and to consider pursuing an application for the Educational Flexibility (Ed-Flex) Program. These options are designed to “free [schools] from bureaucratic red tape” at the federal level, allow states to better meet local student achievement goals, and to shift greater authority of education to the states.

The Board discussed these options during their June 2025 and December 2025 Board meetings, including examples of implementation of the Ed-Flex Program in other states.

The Idaho Department of Education (Department) convened a Federal Flexibility Work Group, which includes administrators, federal program directors, assessment coordinators, and business managers. This group assisted the Department in exploring the available flexibility options, and has helped develop three initial recommendations, including applying for Ed-Flex State Status.

Ed-Flex is a program that allows the Secretary of the U.S. Department of Education to delegate to State Education Agencies (SEAs) the authority to waive certain statutory or regulatory education requirements that may hinder local efforts to reform and improve education. The program is designed to help Local Education Agencies (LEAs) and schools carry out educational reforms and raise achievement levels of all children through flexibility with the federal education programs.

SEAs may request this flexibility from specific federal regulations by submitting an application to ED. The application includes the following: how the SEA meets the eligibility requirements; a description of the educational objectives the state will meet through the flexibility plans; how the SEA will evaluate applications from the LEAs requesting waivers of the Federal statutory requirements; how the flexibility plan aligns and is consistent with the requirements in ESEA section 1111, subsection (b), (c), and (d); how the performance of students in the LEAs requesting waivers will be evaluated; and how the SEA will meet the public notice and comment requirements.

The waiver approval lasts for up to five years. Twelve (12) other states currently have Ed-Flex status.

Based on the conversations over the fall, the Department proposes that Idaho request Ed-Flex authority to grant LEAs waivers for the following:

- 1) Carryover Authority Waivers – allowing LEAs to carryover more than 15% of Federal funds across fiscal years.
- 2) Schoolwide Minimum Poverty Threshold Waivers – allowing LEAs to apply Title I funds to the entire school even if less than 40% of students are from low-income families.
- 3) Title IV-A Spending Flexibility Waiver – allowing LEAs flexibility with the Title IV-A categories and required percentage spending limitations in the three (3) categories.
- 4) Consolidation of Title Program Funds Waiver – allowing LEAs to combine funds to meet the district goals and the student needs.

The areas identified will allow LEAs to align their use of federal funds to their local strategic plans and goals. Additionally, receiving waiver approval will provide flexibility and local control over their funds, reduce red tape and lesson administrative burden, allow LEAs to develop long term sustainable interventions, support students with the highest needs, and improve school improvement efforts.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS  
FEBRUARY 18, 2026**

The proposed Ed-Flex waiver authority areas have all been previously requested and approved for other Ed-Flex states and are included in ED documents encouraging SEAs to submit applications.

Finally, the Department has shared this list with the Federal Flexibility Work Group and their feedback is the basis for the areas chosen.

**IMPACT**

With Board approval of the four proposed areas for Ed-Flex authority, the Department will create an Ed-Flex application which will be brought to the Board prior to submission to ED.

If ED approves Idaho's Application for the Educational Flexibility (Ed-Flex) Program, LEAs will have the opportunity to seek waivers from the state rather than the federal government, giving them more control over their implementation of federal programs and use of funding. LEAs will experience shorter response times for their waiver requests and will have continuity in the program since waivers may be granted for up to five years.

**ATTACHMENTS**

Attachment 1 – Ed-Flex Application Template

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff supports the Department's plan to seek Ed-Flex State Status. Based on feedback from the Accountability Oversight Committee, staff has no significant concerns about the four authority areas proposed for inclusion in Idaho's application. Prior to Board approving the final application for submission to the U.S. Department of Education, it will be important for the Board and the Department to have clarity regarding the process that will be used to approve LEA waiver requests.

**BOARD ACTION**

I move to approve the following four waiver authority areas and permit the Idaho State Department of Education to use them to develop an Application for the Educational Flexibility Program: carryover authority, schoolwide minimum poverty threshold, Title IV-A spending flexibility, and consolidation of title program funds.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

# Application for the Educational Flexibility (Ed-Flex) Program



**U.S. Department of Education**

**Issued: June 13, 2019**

OMB Number: 1810-0737

Expiration Date: March 31, 2027

## **Paperwork Burden Statement**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1810-0737. Public reporting burden for this collection of information is estimated to average 40 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit under section 9207 of the Every Student Succeeds Act (ESSA). If you have any comments concerning the accuracy of the time estimate, suggestions for improving this individual collection, or if you have comments or concerns regarding the status of your individual form, application or survey, please contact the Office of Elementary and Secondary Education, U.S. Department of Education, 400 Maryland Ave., S.W., Washington, DC 20202-3118 at [OESE.titlei-a@ed.gov](mailto:OESE.titlei-a@ed.gov).

**Introduction**

The Educational Flexibility (Ed-Flex) program is authorized under the Education Flexibility Partnership Act of 1999 and was reauthorized by section 9207 of the Every Student Succeeds Act (ESSA). The Ed-Flex program allows the Secretary to authorize a State educational agency that serves an eligible State to waive statutory or regulatory requirements applicable to one or more the included programs for any local educational agency (LEAs), educational service agency, or school within the State.

**Designation**

Each eligible State participating in the Ed-Flex program shall be designated an Ed-Flex Partnership State.

**Covered Programs**

This program permits Ed-Flex States to waive requirements of the following State-administered formula grant programs:

- Title I, Part A: Improving Basic Programs Operated by LEAs (other than section 1111);
- 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 IV, Part A: Student Support and Academic Enrichment Grants
- The Carl D. Perkins Career and Technical Education Act.

**Duration of Ed-Flex**

The Secretary will approve the applications for a period of not more than five years. The Secretary may extend the authority of an Ed-Flex Partnership State if the Secretary determines that the authority of the SEA to grant waivers has been effective in enabling the State or affected LEAs, educational service agencies, or schools to carry out their State or local reform plans and to continue to meet the accountability requirements, and has improved student performance.

**Waivers Not Authorized**

The Ed-Flex program does not authorize an SEA to waive any statutory or regulatory requirements relating to:

1. Standards, Assessments, and Accountability requirements under section 1111 of the ESEA;
2. Maintenance of effort;
3. Comparability of services;
4. Equitable participation of students and professional staff in private schools;
5. Parental participation and involvement;
6. Distribution of funds to LEAs;
7. Serving eligible school attendance areas in rank order in accordance with section 1113(a)(3) of the ESEA;
8. The selection of a school attendance area or school under subsections (a) and (b) of section 1113 of the ESEA, except that an SEA may grant a waiver to allow a school attendance area or school to participate in activities under Part A of Title I if the percentage of children from low-income families in the school attendance area of such

school or who attend such school is not more than<sup>1</sup> 10 percentage points below the lowest percentage of such children for any school attendance area or school of the local educational agency that meets the requirements of such subsections;

9. Use of Federal funds to supplement, not supplant, non-Federal funds;
10. Applicable civil rights requirements; and
11. Any requirements that apply to the SEA.

An SEA may not grant any statutory or regulatory waiver unless the underlying purposes of the statutory requirements of the program for which a waiver is sought are met. Furthermore, requirements of the Individuals with Disabilities Education Act, or of any programs other than the ESEA programs referenced above and the Perkins program, may not be waived under the Ed-Flex waiver authority.

## State Oversight

Each Ed-Flex Partnership State must annually monitor the activities of LEA, educational service agencies, and schools receiving waivers through the Ed-Flex program.

## Report

Each Ed-Flex Partnership State must submit to the Department an annual report on the results of monitoring activities and the impact of the waivers on school and student performance. Each such State must include data demonstrating the degree to which progress has been made toward meeting the State's educational objectives. The data, when applicable, must include:

1. Information on the total number of waivers granted for Federal and State statutory and regulatory requirements, including the number of waivers granted for each type of waiver;
2. Information describing the effect of the waivers on the implementation of State and local educational reforms pertaining to school and student performance;
3. Information describing the relationship of the waivers to the performance of schools and students affected by the waivers; and
4. An assurance from State program managers that the data reported are reliable, complete, and accurate, as defined by the State, or a description of a plan for improving the reliability, completeness, and accuracy of such data as defined by the State.

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<sup>1</sup> 5891b(c)(1)(G) currently prohibits waivers of the selection of a school attendance area or school under subsections (a) and (b) of section 1113 of the ESEA, except that an SEA may grant a waiver to allow a school attendance area or school to participate in activities under Title I, Part A "if the percentage of children from low-income families in the school attendance area of such school or who attend such school is not less than 10 percentage points below the lowest percentage of such children for any school attendance area or school..." (emphasis added). We believe the emphasized language is an error and that this prohibition should mirror the language in ESEA section 8401(c)(10), which prohibits waivers of the selection of a school attendance area or school under sections (a) and (b) of section 1113 of the ESEA, except that the Secretary may grant a waiver to participate in activities under Title I, Part A "if the percentage of children from low-income families in the school attendance area or who attend the school is not more than 10 percentage points below the lowest percentage of those children for any school attendance area or school..." (emphasis added).

## Public Notice and Comment

Each SEA seeking waiver authority and each LEA, educational service agency, or school seeking a waiver under the Ed-Flex program must:

1. Provide the public with adequate and efficient notice of the proposed waiver authority or waiver, consisting of a description of the agency's application for the proposed waiver authority or waiver on each agency's website, including a description of any improved student performance that is expected to result from the waiver authority or waiver;
2. Provide the opportunity for parents, educators, school administrators, and all other interested members of the community to comment regarding the proposed waiver authority or waiver;
3. Provide the opportunity in accordance with any applicable State law specifying how the comments may be received, and how the comments may be reviewed by any member of the public; and
4. Submit the comments received with the application of the agency or school to the Secretary or the SEA, as appropriate.

## Completing and Submitting an Application

Each SEA must address all of the requirements identified below in its application for Ed-Flex. The Department will review applications as they are received.

Complete applications should be submitted to the Title I mailbox at [OESE.TitleI-A@ed.gov](mailto:OESE.TitleI-A@ed.gov).

## Application Review

Within 90 days of receipt of a complete application, the Department will issue a written decision that explains why such application has been approved or disapproved, and the process for revising and resubmitting the application for reconsideration.

The Department may approve an application only if it determines that the application demonstrates substantial promise of assisting the SEA and affected LEAs, educational service agencies, and schools within the State in carrying out comprehensive educational reform, after considering:

1. The eligibility of the State
2. The comprehensiveness and quality of the educational flexibility plan
3. The educational flexibility plan ensures accountability for the activities and goals described in such plan;
4. The degree to which the State's objectives:
  - a. Are clear and can be assessed; and
  - b. Take into account the performance of LEA, educational service agencies, or schools, and students, particularly those affected by waivers;
5. The significance of the State statutory or regulatory requirements relating to education that will be waived; and
6. The quality of the SEA's process for approving applications for waivers of Federal statutory or regulatory requirements and for monitoring and evaluating the results of such waivers.



## Cover Page

Contact Information and Signatures	
SEA Contact (Name and Position):	Telephone:
Mailing Address:	Email Address:
By signing this document, I assure that all application contents are true and complete to the best of my knowledge, and I affirm each assurance listed at the end of the document.	
Authorized SEA Representative (Printed Name)	Telephone:
Signature of Authorized SEA Representative	Date:

**Eligibility Information**

*Please check the assurances and provide the necessary information below to demonstrate eligibility for the Ed-Flex program.*

1. ☐ The SEA has:
  - a. Developed and implemented the challenging State academic standards, and aligned assessments, described in section 1111(b) of the ESEA, and is producing the report cards required by section 1111(h) of such Act; or
  - b. If the State has adopted new challenging State academic standards under section 1111(b)(1) of the ESEA, made substantial progress toward developing and implementing such standards and toward producing the report cards required under section 1111(h) of such Act.
2. ☐ The SEA will hold LEAs, educational service agencies, and schools accountable for meeting the educational goals described in the local applications and for engaging in technical assistance and, as applicable and appropriate, implementing comprehensive support and improvement activities and targeted support and improvement activities under section 1111(d) of the ESEA.
3. ☐ The SEA has waived or will waive State statutory or regulatory requirements relating to education while holding LEAs, educational service agencies, or schools within the State that are affected by such waivers accountable for the performance of the students who are affected by such waivers.
  - a. Describe the State's authority to waive State statutory or regulatory requirements relating to education (i.e. provide legal citations to relevant statute or regulation).

## Descriptions

1. Describe the process the SEA will use to evaluate applications from LEAs, educational service agencies, or schools requesting waivers of
  - A. Federal statutory or regulatory requirements; and
  - B. State statutory or regulatory requirements relating to education.
2. Describe the State statutory and regulatory requirements relating to education that the State educational agency will waive.
3. Describe the clear educational objectives the State intends to meet under the educational flexibility plan, which may include innovative methods to leverage resources to improve program efficiencies that benefit students.
4. Describe how the educational flexibility plan is coordinated with activities described in the Title I, Part A section of the SEA's approved consolidated State plan, consistent with subsections (b), (c), and (d) of section 1111 of the ESEA.
5. Describe how the SEA will evaluate (consistent with the requirements of Title I of the Elementary and Secondary Education Act of 1965) the performance of students in the schools, educational service agencies, and LEAs affected by the waivers.
6. Describe how the SEA met the requirements for Public Notice and Comment to:
  - A. Provide the public with adequate and efficient notice of the proposed waiver authority, consisting of a description of the agency's application for the proposed waiver authority, including a description of any improved student performance that is expected to result from the waiver authority.
  - B. Provide the opportunity for parents, educators, school administrators, and all other interested members of the community to comment regarding the proposed waiver authority in accordance with any applicable State law specifying how the comments may be received, and how the comments may be reviewed by any member of the public.
7. Submit as an attachment the comments received from Public Notice and Comment with the application of the SEA to the Department.

**IDAHO DEPARTMENT OF EDUCATION**

**SUBJECT**

Idaho State Department of Education – Draft ESEA Waiver Application

**REFERENCE**

November 2016	Board approved pending rule creating the new statewide accountability system.
August 2017	Board approved Idaho’s Consolidated State Plan for submission to the U.S. Department of Education.
February 2019	Board approved amendments to the Idaho Consolidated State Plan.
March 2020	Board waived the requirement for the spring 2020 ISAT administration and approved a waiver for flexibility related to accountability for submission to the U.S. Department of Education.
April 2020	Board approved waiver for accountability requirements and ISAT/alternate assessment (IDAA) administration.
June 2021	Board approved proposed rule Docket 08-0203-2101 and federal accountability waiver.
February 2024	Board approved technical corrections to the ESEA Consolidated State Plan.
June 2024	Board approved proposed amendments to the Idaho Consolidated State Plan, including adjustments to long-term goals for ISAT, graduation rates, and English Learner progress; and the ISAT growth model.
June 2025	Board received an update on federal flexibility options the Department was exploring.
December 2025	Board received a more detailed update on the Department’s plans to develop an ESEA waiver application.

**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**

Over the past year, the U.S. Department of Education (ED) has asked states to explore ESEA waivers and Ed-Flex state status to “free [schools] from bureaucratic red tape” at the federal level and allow states to better meet local student

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
**FEBRUARY 18, 2026**

achievement goals. The Board discussed these options during their June 2025 and December 2025 Board meetings.

In addition to discussions over the summer and fall with other states and ED about options for Idaho, the Department convened a Federal Flexibility Work Group. This group includes administrators, federal program directors, assessment coordinators, and business managers. They assisted in the Department's exploration of federally available flexibility options and helped develop three initial recommendations, including:

- Spending and Reporting Flexibility in State Administration for Title and IDEA Programming;
- Assessment Waiver for 3rd Grade ISAT ELA and 11th Grade ELA and Math ISAT; and
- Apply for Ed-Flex State Status.

These draft recommendations just completed public comment through January 31, 2026. Attachment 3 provides an overview of these responses.

<b>ESEA Provisions That <u>Can</u> Be Waived</b>	<b>ESEA Provisions That <u>Cannot</u> Be Waived</b>
<ul style="list-style-type: none"> <li>• <b>Assessments:</b> Requirements to administer statewide annual math and reading assessments</li> <li>• <b>Accountability:</b> Requirements for the state's accountability system to identify schools for improvement</li> <li>• <b>Interventions:</b> Requirements to intervene in low-performing schools</li> <li>• <b>Transparency and reporting:</b> Requirements to annually publish report cards with various data points</li> <li>• Any <b>individual requirements</b> referenced in this document (requirements under Direct Student Services, Equitable Per-Pupil Funding, IADA, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Fiscal requirements</b>, including: Allocations of federal funds to states and districts (e.g., Titles I, II, III, and IV formulas); Maintenance of effort; Comparability of services; Supplement not supplant</li> <li>• <b>Civil rights requirements</b> 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)</li> <li>• <b>Other one-off requirements:</b> <ul style="list-style-type: none"> <li>▫ Equitable participation of private school students</li> <li>▫ Parental participation and involvement requirements;</li> <li>▫ Requirements for the CSP</li> <li>▫ Prohibitions on federal control of curriculum and instruction;</li> <li>▫ Prohibitions on using federal funds for religious worship or instruction</li> </ul> </li> </ul>

Additional details on the background of this proposal and the process for ESEA Waivers is provided in Attachment 1.

The Department has developed a Draft ESEA Waiver Application, as provided in Attachment 2. The waiver application includes three proposals:

1. Using the Grade 3 Spring IRI in place of the Grade 3 ISAT in English Language Arts (ELA);
2. Replacing a single achievement test in high school (ISAT ELA and Mathematics) with a list of options for student selection; and
3. Extending the English Learner Exemptions to two years, rather than the one allowed under federal law, for IRI and ISAT ELA and Math.

With the Board's support, the Department intends to begin communicating with the U.S. Department of Education (ED) to gain insight on revisions that may or may not be needed to increase the likelihood of approval of Idaho's waiver application. The final application will be posted for public feedback and brought to the Board for approval prior to submission.

Based on feedback from the Division of Career Technical Education (CTE) related to the proposed changes to high school testing, the Board and Department have identified a need to address some potential unintended consequences to CTE processes and students. Staff from the Board, Department, and CTE will be meeting to identify solutions.

If any of the waiver proposals are approved by both the Board and ED, the Department will develop a detailed implementation plan to support educators and counselors in making appropriate process adjustments.

## **IMPACT**

If the Board accepts the Department's ESEA Waiver Draft as provided in Attachment 1, the Department will engage with ED to determine if changes should be made to increase its likelihood of approval.

If the waiver moves forward and is approved by both the Board and ED, adjustments to third grade spring testing and English Learner exemptions will begin in the 2026-27 school year. The proposed changes to eleventh grade testing will not be implemented until the 2027-28 school year to allow time for Board approval of the list of assessment options, Department development of an implementation plan for educators and counselors, and updates to data infrastructure.

## **ATTACHMENTS**

- Attachment 1 – ESEA Waiver Background and Process
- Attachment 2 – Draft ESEA Waiver Application
- Attachment 3 – Public Comments Summary
- Attachment 4 – Public Comments

## **BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board staff is supportive of the Department's efforts to identify opportunities for flexibility under ESEA, including their plan to begin discussions with ED about the proposed waiver ideas.

Based on internal and external feedback, staff recognizes that success of the proposed changes will be dependent on the Department identifying and addressing potential consequences and preparing to provide strong implementation support.

The Board's Accountability Oversight Committee (AOC) reviewed the waiver drafts on January 7 and January 30 and provided the following feedback on the current Draft Waiver Application:

- Proposal 1: The AOC is supportive of the concept of a single spring ELA assessment for grade 3. However, the AOC is concerned about the potential for lower quality data with a less rigorous test. The AOC is also concerned about the lack of test items covering writing.
- Proposal 2: The AOC is supportive of the idea of giving students choice and noted that students may already take tests that support their post-secondary path (in addition to the ISAT). They expressed concern about the loss of longitudinal data and the state's future inability to evaluate the health of the K-12 system and mathematics initiative efforts.
- Proposal 3: The AOC fully supports this proposal.

Board staff shares some of the concerns expressed by the AOC, but recognizes that there are ways to mitigate issues. For instance, staff recommends the Department work with our testing vendors to develop an Expanded Grade 3 IRI with better coverage of the state's academic content standards, including writing. The vendors have expressed a willingness to collaborate, which presents an opportunity to create an assessment that supports students' transition from foundational reading to deeper application of their reading skills, and the potential to align the IRI and ISAT scales to support connections between these tests.

Board staff is also supportive of the concept of student choice for high school testing. To minimize the impact of the loss of longitudinal data and support interpretation, staff recommends the development of crosswalks between ISAT scores and the other assessment options to the extent feasible. Staff also recommends the Department identify an appropriate mechanism to gather high school mathematics data, allowing for evaluation of efforts to improve middle grades math instruction and learning.

Prior to Board approval of the waiver application for submission, it will be critical to ensure the stakeholder engagement process is robust. Webinars for educators and direct feedback from stakeholder groups and committees (AOC and Indian Education Committee) is essential.

**BOARD ACTION**

I move to accept the Idaho State Department of Education's Draft Waiver Application, as provided in Attachment 1, and to authorize the Department to use the draft to negotiate with the U.S. Department of Education.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_





## Idaho Waiver Request Background and Process

### Background:

Over the past ten months, the U.S. Department of Education (ED) has indicated a willingness to shift the balance of authority and oversight of K-12 education toward the states. ED has encouraged states to pursue options designed to “free [schools] from bureaucratic red tape” through established processes such as ESEA waivers and Ed-Flex state status applications. These processes allow states to better identify and meet local student and school needs in an effort to improve K-12 achievement.

Since April 2025, the Idaho Department of Education (the Department) has acknowledged this change of approach at the federal level and has been exploring ways to improve how the Every Student Succeeds Act (ESSA), the reauthorized version of the Elementary and Secondary Education Act (ESEA) of 1965, is administered.

The Department began its efforts during its Post-Legislative Tour in April and May, asking administrators about their ideas around federal requirements in funding, accountability, and assessment. The Department updated the State Board of Education on its objectives during the June 2025 and December 2025 meetings.

In fall 2025, the Department convened a Federal Flexibility Work Group to explore these options. This group includes administrators, federal program directors, assessment coordinators, and business managers who are exploring which options make the most sense for Idaho. As part of this process the Department is also reviewing all federal program reporting and spending requirements directly administered by the State to remove anything not explicitly required by federal law. The work group met from August to November and has assisted in developing three initial recommendations, including:

- Spending and reporting flexibility in State administration for Title and IDEA programming
- Assessment waivers for third grade ISAT ELA and eleventh grade ELA and math ISAT
- Application for Ed-Flex state status

These draft recommendations were out for public comment from mid-November 2025 through January 2026.

### Process:

The Idaho Department of Education is developing a waiver which will include two proposals related to assessment requirements outlined in the Elementary and Secondary Education Act (ESEA) as reauthorized by the Every Student Succeeds Act (ESSA). ESEA waivers are granted by the U.S. Secretary of Education to state education agencies (SEAs) through a process outlined in ESEA Section 8104(a)(2). Waivers are intended to allow SEAs to seek flexibility from specific ESEA statutory and regulatory requirements in order to “advance student academic achievement.” A state seeking a waiver must provide ample opportunity for public feedback prior to submitting an application to the Secretary of Education for approval. The waiver application must include the following:

Debbie Critchfield, Superintendent of Public Instruction

- Identification of the statutory or regulatory requirements to be waived;
- A description of how the waiver will improve student academic achievement;
- A description of the methods to be used to regularly monitor and evaluate the effectiveness of the plan;
- A description of how schools will continue to serve subgroups of students; and
- If requirements for assessments or report cards are waived, a description of how the state or district will maintain or improve reporting to the public and parents on student achievement and school performance.

Once a waiver application is submitted, the U.S. Department of Education (ED) has 120 days to review it and issue its decision. Based on prior experiences with Idaho's Consolidated State Plan and ongoing communications with ED, the Department intends to provide ED staff with draft waiver language for their feedback prior to formally submitting the waiver application. Once the Department has received feedback from ED, the final proposed waiver application will be brought to the Board for approval.



Idaho Department  
of Education

## Idaho ESEA Waiver Draft Application

### Proposal 1: Assessment Waiver for Grade 3 ELA Achievement Testing

#### Summary:

Idaho is one of only a handful of states that tracks both literacy growth and achievement for students in kindergarten through third grade through administration of a statewide early literacy assessment. Idaho has a longstanding commitment to ensuring our students become effective readers by third grade. Through our Early Literacy Initiative, state law has required K-3 students to take the Idaho Reading Indicator (IRI) since 1999. Due to testing to address the federal requirement for standards-aligned assessments of core subjects, Idaho's third grade students take two high-stakes reading and English Language Arts (ELA) assessments: the IRI and the Idaho Standards Achievement Test (ISAT) ELA. This waiver application proposes the following spring assessment requirements for grade three: ISAT Mathematics and the IRI assessment.

The IRI is a norm-referenced early literacy assessment designed to evaluate the following foundational reading skills in alignment to the science of reading: phonics, phonemic awareness, fluency, vocabulary, and reading comprehension. The IRI informs instruction and interventions to improve literacy outcomes. The fall administration data is used as the state's universal screener to help educators identify students who may have characteristics of dyslexia and those who need additional support to develop strong reading skills. Idaho's Early Literacy Initiative is backed by a \$73 million state literacy intervention funding allocation that is distributed to districts and public charter schools. Half of the funding formula for the literacy intervention funds is based on growth and achievement on the IRI.

Last year, Idaho contracted with Amira Learning on an updated Idaho Reading Indicator to replace the iStation assessment, which had been in place since the 2017-2018 school year. The new assessment by Amira is more rigorous than previous test versions, offering a more complex evaluation of students' reading abilities. The assessment no longer relies on multiple-choice questions, instead asking students to respond in ways that are more constructive and applied, calling on deeper learning and more advanced test-taking skills.

The Idaho State Department of Education (Department) is working with Amira on the development of a continuous scale and cut scores for criterion-referenced scores for use in Fall 2026 and ongoing. Our aim in this process is to expand the IRI to meet the needs of Idaho students, families, state policymakers, and educators. This waiver includes request for exemptions from ESEA requirements related to standards-based assessment and peer review, as outlined below. We request that our Grade 3 assessment waiver provisions be in place beginning with the 2026-27 school year.

Debbie Critchfield, Superintendent of Public Instruction

**Outline of Proposal 1:**

- **Identify the statutory or regulatory requirements to be waived:** Beginning with the 2026-27 school year, we request the following sections of the Elementary and Secondary Education Act (ESEA) be waived for the state of Idaho: Title I, Part A, Section 1111 (c)(4)(B); Title I, Part A, Section 1111(b)(2)(B)(iii).
- **Describe how the waiver will improve student academic achievement:** Grade three is a transitional year for readers, as they shift from building foundational reading skills to demonstrating their ability to apply those skills through deep comprehension, research, and writing. The emphasis on one assessment, as opposed to both the ISAT and IRI, will allow for additional instructional time and reduce the amount of time testing of the same/similar standards.
- **Describe the methods to be used to regularly monitor and evaluate the effectiveness of the plan:** In addition to the current data reviews conducted annually to meet ESEA School Identification requirements, the effectiveness of the plan will be reviewed by our Federal Programs/School Improvement team, the Accountability Oversight Committee, and the Idaho State Board of Education. The review will include student group, grade level, school, district, and statewide data. Areas of emphasis for the reviews will be aligned to the State Board of Education's and State Department of Education's strategic plans and will be informed by prior year's data. Our annual reviews will include a close look at the ISAT ELA data for grades four and five to determine if there are shifts or unexpected consequences due to the reduction of content previously assessed through the ISAT ELA. To the extent possible, we will review sub-category (domain or claim) data for grades three, four, and five to further understand the impacts of the change.
- **Describe how schools will continue to serve subgroups of students:** The requirements for IRI testing are virtually the same as for the ISAT. The IRI is administered to students in kindergarten through grade 3; all students are expected to participate in both fall and spring IRI testing. The only exception is for English Learners. Per Idaho Code Section 33-1618, students who have not been enrolled in an elementary school in the United States for two full years and who score below a 2.0 on the English Language Proficiency Assessment are exempted from taking the IRI. This waiver request related to this exemption is addressed in Proposal 3: Waiver to Extend English Learner Exemptions, below. The adaptive nature of the test allows students with IEPs to demonstrate skills at their level. Since the IRI is administered in kindergarten through third grade, it supports early identification of reading challenges allowing educators to provide interventions based on the needs of their 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:** For the grade three assessment, we are not requesting a waiver of report card requirements. The IRI statewide, district, school, and grade level results are included in the reporting on the Idaho Report Card website and will continue to be included to provide academic transparency for the public and parents. Currently, data is posted and broken out for all grades tested and the various subgroups. The report card provides additional information to help users understand the data presented.

**Proposal 2: Assessment Waiver for Grade 11 ELA and Math ISAT****Summary:**

Last year, the State Board of Education adopted (and the Idaho Legislature approved) new graduation requirements for high school students. A component of the new requirements that will be in place for school year 2026-2027 is localized pathways. Localized pathways are defined as a “framework of locally provided offerings that identifies core and elective credits, assessments, and other opportunities aligned to various post-secondary goals.” Local education agencies will be required to develop and post publicly two or more localized pathways, though completion will not be a requirement for graduation.

Examples of localized pathways could include:

- 2-year or 4-year college and university readiness
- Military readiness
- Apprenticeships
- Direct entry into a trade or career
- Exploration of post-secondary opportunities

To improve alignment to locally developed graduation pathways and support Idaho’s high school students in identifying and pursuing their post-secondary goals, we propose student-selected assessment for eleventh grade. Students will choose from an approved list of assessments aligned with graduation pathways and/or post-secondary goals, to be provided by the Idaho State Board of Education.

The assessments the State Board of Education could consider for eleventh grade include, but are not limited to, the following:

- ISAT (as a college entrance exam)
- SAT
- ACT
- Classic Learning Test (CLT)
- Idaho CTE Technical Skills Assessment (TSA) and Workforce Readiness Assessment (WRA)
- ASVAB

The ISAT Math and ISAT ELA for eleventh grade will be the default assessment required by the State. Students on pathways better aligned to another assessment would work with their counselor to select a different assessment from the State Board-approved list and the local education agency would report the student’s ISAT opt-out choice.

In order to meet the needs of Idaho students and families, Idaho requests a waiver to shift our high school testing from a single assessment (ISAT) to a system that allows eleventh grade students to select their assessments from a State Board-approved list. This waiver includes requests for exemptions from ESEA requirements related to standards-based assessment and peer review, as outlined below. We request that our high school assessment waiver provisions be in place beginning with the 2027-28 school year.

**Outline of Proposal 2:**

- **Identify the statutory or regulatory requirements to be waived:** Beginning with the 2027-28 school year, we request the following sections of the Elementary and Secondary Education Act (ESEA) be waived for the state of Idaho: Title I, Part A, Section 1111 (b)(2)(B)(iii); Title I, Part A, Section 1111 (c)(4)(B), Title I, Part A, Section 1111 (h).
- **Describe how the waiver will improve student academic achievement:** Allowing students to choose an assessment aligned to their goals will help with their “buy in” incentivizing students to perform their best on the assessment. Currently, the ISAT is given to all eleventh-grade students, and for many, it is not taken seriously because it does not have an impact on their future plans. Per State Board of Education Policy, the ISAT by Smarter Balanced is used for direct admissions and course placement for our Idaho public universities and community colleges, making it an excellent option for students planning to pursue academic programs at our institutions. However, for students in other pathways, such as career technical education (CTE) and military preparation, this ISAT policy is not as beneficial. Idaho’s CTE program has two state-created, CTE standards aligned assessments currently in use, and students in ROTC commonly prepare for the ASVAB. Students pursuing these postsecondary plans are currently taking multiple tests. Our proposed change will provide a more accurate reflection of all students’ knowledge and skills, with improved alignment to the coursework choices students are making. Additionally, we anticipate that the stronger tie to their post-secondary pathways will encourage students to put in more effort to understand the content of their anticipated assessment.
- **Describe the methods to be used to regularly monitor and evaluate the effectiveness of the plan:** Similar to the third grade IRI request, Idaho will use the current data reviews conducted annually to meet ESSA School Identification requirements. The effectiveness of the plan will be reviewed by our Federal Programs/School Improvement team, the Accountability Oversight Committee and the Idaho State Board of Education. Additional groups such as Idaho Workforce Development Council and the Division of Career Technical Education may be included to determine if the assessments meet the anticipated needs and provide the data/information needed for accountability. The review of available data will include student group, grade level, school, district, and statewide data. Areas of emphasis for the reviews will be identifying gaps and changes and determining whether there is information missing by not requiring the ISAT for all eleventh-grade students. Additionally, there will be a review of the alignment between students’ pathways plans, the assessment taken, and students’ post-secondary progress. The process of gathering new data and evaluating the effectiveness of the proposed change to high school testing will require time. As shown in the table on the following page, our evaluation plan is a scale up approach, based on anticipated data availability. We plan to develop a mechanism to look at students’ testing choices and their post-secondary decisions, but anticipate the development of that research methodology and data infrastructure will take some time.

Please note that the metrics included in this table are intended to demonstrate an example of the data reporting and evaluation plan we will develop after the Board approves assessments for inclusion on the 11<sup>th</sup> Grade Assessment Options List.

School Year	Data to Review	Notes
2028-29	<ul style="list-style-type: none"> <li>2027-28 11<sup>th</sup> grade student participation and performance on the following metrics: ISAT ELA, ISAT Math, Idaho CTE TSA and Idaho CTE WRA</li> </ul>	Idaho already has data infrastructure for ISAT and will work with our Division of CTE to determine the timeline for supporting integration of the CTE TSA and CTE WRA.
2029-30	<ul style="list-style-type: none"> <li>2028-29 11<sup>th</sup> grade student participation and performance on the following metrics: ISAT ELA, ISAT Math, Idaho CTE TSA, Idaho CTE WRA, SAT, and ACT</li> </ul>	The timing of incorporating SAT, ACT, and other assessment data will be dependent on establishing data sharing agreements with adequate time for data infrastructure to be updated prior to a given school year. The data will be incorporated as soon as is possible.
2030-31	<ul style="list-style-type: none"> <li>2029-30 11<sup>th</sup> grade student participation and performance on the following metrics: ISAT ELA, ISAT Math, Idaho CTE TSA, Idaho CTE WRA, SAT, and ACT</li> <li>Postsecondary Go On Rates (fall immediate and 1 year) for the Class of 2029, in comparison to prior cohorts</li> <li>First year performance in introductory coursework</li> </ul>	If the federal government begins giving states access to ASVAB data, it will be added within 1 year of finalizing the data sharing agreement.

- Describe how schools will continue to serve subgroups of students:** Currently all eleventh-grade students are expected to take the ISAT or the ISAT alternative. With the proposed change, all students will still be expected to take an assessment, so all subgroups will continue to be served. By increasing the choice in assessments, families will be able to determine the best option for their students and be more directly involved and supportive of the assessments. For students who are uncertain what path they will follow, the eleventh grade ISAT will still be an option. Additionally, for students on IEPs, their IEP team can help determine the most meaningful assessment for that student and include it in the transition plan.
- 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:** Idaho's waiver request does include the report card requirements for our high school assessment data. In the initial years of implementation, we will work to get appropriate data sharing agreements and contracts in place and develop the data infrastructure needed to gather and use data for all assessments options being given to students. Over time and to the extent possible, Idaho will work with our Report Card vendor to include data on the various assessments. We anticipate the timeline for releasing the data will align with our evaluation plan as outlined above – the years when we are able to add metrics to our project evaluation will be the same years we can incorporate the data into our state, district, and school report cards. The earliest we will be able to incorporate postsecondary go on data is SY 2030-31. In the years when we cannot incorporate all of data from our assessments into the report cards, we will provide guidance to districts and schools regarding actions they should take to ensure students and parents have access to their applicable assessment results.



### **Proposal 3: Waiver to Extend English Learner Exemptions**

#### **Summary:**

In 2024, the Idaho Legislature passed House Bill 566, creating Idaho Code Section 33-1618 that provides a two-year exemption for English Learners, who are newly enrolled in an elementary school and who score below a 2.0 on the state English language proficiency assessment, from participation in the Idaho Reading Indicator (IRI). To support ease of implementation, the state automatically exempts students who qualify for the exemption, thus removing the data from our reporting. Similarly, the exemption is automatically applied for the second year for students who qualify. If a school prefers a student take the test in either of their allowed exemption years, they may opt the student out of the exemption.

Feedback surrounding the new IRI EL exemption policy has been positive, with districts and schools indicating that it relieves pressure for students who are already required to take another assessment related to ELA content – the English Language Proficiency Assessment (ELPA). As a result of this feedback, the state has begun to receive inquiries about having a similar exemption for the Idaho Standards Achievement Test (ISAT) in both ELA and Mathematics.

The Idaho State Board of Education’s Accountability Oversight Committee (AOC) recently reviewed English Learner data and recommended that the Board and Department request a waiver to allow English Learners to be exempted from the ISAT ELA and ISAT Math for two years rather than one. Additionally, the AOC recommends that the two year IRI exemption remain in place for third grade students if our waiver request to use the Grade 3 Spring IRI in lieu of the ISAT ELA is approved.

In order to meet the needs of Idaho students and families by allowing our newest English Learners to focus on their language acquisition, Idaho requests a waiver for English Learners to be exempted from achievement testing in both English Language Arts (ISAT ELA) and Mathematics (ISAT Math) for two years rather than the one year allowed under ESEA. We intend to use the same process as used for our state-required IRI exemptions. We request that English Learner Exemption waiver provisions be in place beginning with the 2026-27 school year.

#### **Outline of Proposal 3:**

- **Identify the statutory or regulatory requirements to be waived:** Beginning with the 2026-27 school year, we request the following sections of the Elementary and Secondary Education Act (ESEA) be waived for the state of Idaho: Title I, Part A, Section 1111 (b)(3).
- **Describe how the waiver will improve student academic achievement:** Allowing our newest English Learners to be exempt from ELA and Mathematics achievement testing will ensure that the students newest to our language have the opportunity to focus on developing their English skills prior to taking high-stakes tests that require a level of English skill that students have typically not gained. This approach is backed by research that shows that developing strong literacy skills, including speaking, listening, and reading in one’s native language before or alongside a second language taught at slower pace is more effective in ensuring long-term ELA and literacy skills. All English Learners will be expected to take the ELPA.
- **Describe the methods to be used to regularly monitor and evaluate the effectiveness of the plan:** To ensure this change is appropriate and effective, Idaho will review both our ELPA and available ISAT ELA and Math data for English Learners. While this waiver will allow one



additional exemption year for ELs in regard to the ISAT, we will still have subsequent years of ISAT data for the vast majority of ELs. We will compare EL performance data on both the IRI and ISAT assessments from before and after the implementation of this change to ensure there is no negative impact on EL performance.

- **Describe how schools will continue to serve subgroups of students:** This waiver request applies only to English Learners, who will continue to receive support through our English Learner programs and who will continue to take the ELPA when exempted from the ISAT. All other students will be required to participate in all applicable assessments.
- **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:** For English Learner assessments, we are not requesting a waiver of report card requirements. The ELPA and ISAT results are included in the reporting on the Idaho Report Card website and will continue to be included to provide academic transparency for the public and parents. The only change will be which EL students are required to take the achievement tests (IRI for grade three, and ISAT ELA and Math for grades four through eight).



Idaho Department  
of Education

## Idaho Waiver Request Public Comment Summary

### Background:

Over the past ten months, the U.S. Department of Education (ED) has indicated a willingness to shift the balance of authority and oversight of K-12 education toward the states. ED has encouraged states to pursue options designed to “free [schools] from bureaucratic red tape” through established processes such as ESEA waivers and Ed-Flex state status applications. These processes allow states to better identify and meet local student and school needs in an effort to improve K-12 achievement.

Since April 2025, the Idaho Department of Education (the Department) has acknowledged this change of approach at the federal level and has been exploring ways to improve how the Every Student Succeeds Act (ESSA), the reauthorized version of the Elementary and Secondary Education Act (ESEA) of 1965, is administered.

The Department began its efforts during its Post-Legislative Tour in April and May, asking administrators about their ideas around federal requirements in funding, accountability, and assessment. The Department updated the State Board of Education on its objectives during the June 2025 and December 2025 meetings.

In fall 2025, the Department convened a Federal Flexibility Work Group to explore these options. This group includes administrators, federal program directors, assessment coordinators, and business managers who are exploring which options make the most sense for Idaho. As part of this process the Department is also reviewing all federal program reporting and spending requirements directly administered by the State to remove anything not explicitly required by federal law. The work group met from August to November and has assisted in developing three initial recommendations, including:

- Spending and reporting flexibility in State administration for Title and IDEA programming
- Assessment waivers for third grade ISAT ELA and eleventh grade ELA and math ISAT
- Application for Ed-Flex state status

These draft recommendations were out for public comment from mid-November 2025 through January 2026.

### Summary of Public Comments:

The Department solicited public comment on the three recommendations from November 14, 2025, to February 2, 2026 (11-weeks).

The Department received 45 comments from 47 respondents representing traditional public schools, public charter schools, virtual schools, classroom teachers, parents, and higher education. Additionally, comments were submitted from individuals in each of Idaho’s six educational regions.

**Debbie Critchfield, Superintendent of Public Instruction**

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**Spending and Reporting Flexibility in State Administration for Title and IDEA Programming**

The feedback received regarding this recommendation was overwhelmingly positive, with more than 30 of the 46 responses supporting increased spending and greater reporting flexibility for Title and IDEA programming.

Multiple respondents shared that current reporting requirements are onerous, especially for small and mid-sized districts where administrative time directly impacts the quality of support provided to students.

**Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT**

The feedback received regarding this recommendation was overwhelmingly positive, with more than 30 of the 46 responses supporting eliminating the 3<sup>rd</sup> Grade ISAT and replacing the single high school achievement test with a list of options for a student-selected assessment in the 11<sup>th</sup> Grade.

Multiple respondents shared that testing fatigue, especially in 3<sup>rd</sup> grade, is an issue for their students and noted that 3<sup>rd</sup> grade is the most heavily tested grade level in K-12 for state testing.

Comments for replacing the single high school achievement test were overwhelmingly positive, with multiple respondents sharing that a student-selected assessment aligned to multiple pathways and student goals restores instructional value to the 11<sup>th</sup>-grade assessment.

**Ed Flex State Status**

The feedback received regarding this recommendation was generally positive with a majority of the comments focused on the benefits of greater flexibility and control at the state and local levels.



Idaho Department  
of Education

## Idaho Waiver Request Public Comments

November 14, 2025 – February 2, 2026

### 1. [REDACTED] Post Falls School District #273

#### *Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I would like to express my strong support for the Idaho Department of Education's proposed efforts to reduce unnecessary administrative burden on local educational agencies and to increase spending flexibility within federal programs. The environment in which our schools operate is constantly evolving, and the needs of our students continue to become more diverse and more complex. To respond effectively, districts must be able to adapt quickly rather than be slowed by requirements that extend beyond what federal law actually mandates.

By streamlining processes and removing excess layers of compliance, the Department empowers districts to devote more time and resources toward what matters most: meeting student needs. Increased flexibility allows LEAs to make timely, locally informed decisions that reflect the realities of their communities. This is essential in a school landscape where instructional strategies, student supports, and operational demands can shift rapidly.

These proposed changes will help ensure that federal programs function as tools for responsiveness—not barriers to it. I appreciate the Department's commitment to examining its own requirements and identifying opportunities to better support Idaho's educators and students.

#### *Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

I strongly support the Idaho Department of Education's proposal to replace the Third Grade ELA ISAT with the existing Idaho Reading Indicator (IRI) and to replace the 11th Grade ISAT with a student- or LEA-selected assessment aligned to graduation pathways and post-secondary goals.

The ISAT has long been a cumbersome assessment that provides little meaningful instructional insight for teachers or students. Its design and reporting do not translate into actionable information that can help educators adjust instruction in ways that genuinely support learning.

**Debbie Critchfield, Superintendent of Public Instruction**

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28 of 65

For third graders in particular, administering both the ISAT and the IRI is redundant and burdensome—especially when the IRI, in its updated form, already offers teachers far more targeted and useful data. The IRI allows educators to identify specific skill gaps and strengths, enabling timely adjustments to instruction that better serve young learners.

Similarly, giving high school students the opportunity to take assessments aligned with their academic or career pathways is a much more purposeful approach. It ensures that testing is relevant, meaningful, and supportive of students' individual post-secondary goals rather than being an exercise in compliance.

This proposal moves Idaho toward a more responsive, student-centered assessment system—one that respects instructional time, recognizes local needs, and prioritizes assessments that genuinely inform teaching and learning. I commend the Department for taking steps that better align our statewide testing practices with what students and educators actually need.

#### *Draft Recommendation 3: Ed Flex State Status*

I am fully supportive of Idaho applying for Ed-Flex state status. Our local educational agencies need greater flexibility in designing and implementing programs that truly reflect the needs of their students and communities. Expanded options such as schoolwide eligibility, increased carryover, program streamlining, and blending funding sources will allow districts to use federal resources more strategically and responsively. Granting LEAs this level of autonomy will strengthen their ability to serve students effectively and efficiently.

#### *Additional Comments:*

Thank you to the Idaho Department of Education for seeking input on reducing federal requirements and updating federally required tests. I appreciate the Department's commitment to listening to educators and districts and for taking proactive steps to ensure our systems are more responsive, efficient, and supportive of students' needs. I am also grateful for the effort to eliminate unnecessary federal reporting, which will allow schools to focus more time and resources directly on students.

#### **2. [REDACTED] Pocatello Chubbuck School District #25**

##### *Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Streamlining both the application and monitoring process would alleviate a significant amount of workload for Federal Programs/Title I Directors.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

The recommendation for eliminating the ISAT in 3rd and 11th grade are excellent! Third graders experience far too many assessment platforms at such a young age, and our 11th graders are not as invested in the ISAT outcomes as other assessments that directly relate to college applications.

*Draft Recommendation 3: Ed Flex State Status*

I think flexibility can be helpful when working with federal grants; however, if the guidance on the waiver is unclear or inconsistent, it can cause more confusion and frustration.

*Additional Comments:*

Our Federal Programs Director and Coordinators work so diligently to support our LEAs! Be sure to thank them!

**3. [REDACTED] Pocatello Chubbuck School District #25**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

No Comment

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Do not change the 3rd grade ISAT to the IRI. I am a school principal of the top Idaho school, Edahow Elementary. Amira is an unreliable testing platform that lacks rigor. Teachers do not like nor do they find it to be a good assessment. ISAT is a good test that is more rigorous and valuable. It will prepare them for the future. We should be finding ways to better assess kids in a more rigorous way. Changing 3rd grade ISAT to the IRI would do the opposite.

*Second Submission:* I have submitted a comment on Recommendation 2 letting them know that changing 3rd grade ELA ISAT to IRI would be a poor decision for Idaho learners. However, due to the shock of how upset I was about this proposal, my thoughts were not very well written.

The current IRI is not a reliable or accurate assessment of a learner's skills or knowledge of content standards. The current ISAT is a much more robust and rigorous assessment. When the IRI was administered through Istation, it was not viewed by the teachers as a reliable and usable assessment. The random ups and downs of the assessment scores baffled teachers to the point where they shrugged and hoped for the best each month. This year's Amira platform IRI is new, so the jury is still out, but it has failed to gain the respect of my teachers at this point in time due to reliability and technology issues, as well as questionable accuracy results.

We've seen top readers score very low, which can happen from time to time, but teachers are questioning the audio reliability in relation to actual scores. I also personally witnessed a student who does not speak English or Spanish (or any language) take the test, make some sounds with his mouth, and score higher than some of the top readers in the class.

The ISAT has been a reliable assessment of student knowledge of content standards, so I question replacing it with one that has not proven itself in the eyes of teachers and schools.

For these reasons, I submitted comments in opposition to Recommendation 2.

*Draft Recommendation 3: Ed Flex State Status*

No Comment

*Additional Comments:*

No Comment

**4. [REDACTED] Boise**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

No Comment

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

I support removing the ELA ISAT requirement for 3rd grade students. They are being tested already with the IRI, and the ISAT causes them more unnecessary stress!

*Draft Recommendation 3: Ed Flex State Status*

No Comment

*Additional Comments:*

No Comment

**5. [REDACTED] Boise**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

appreciate the Department's goal of reducing unnecessary administrative burdens and improving the usability of federal programs at the state and local level. Streamlining processes can free schools to focus more directly on student learning.

However, I am concerned that increased flexibility within Title programs—particularly Title I, II, and IV—could unintentionally weaken supports for students who have historically faced

barriers to academic success. Title programs play a critical role in promoting equity, inclusion, and access. Loosening reporting or spending requirements could reduce the visibility of achievement gaps, limit accountability, or allow resources to shift away from the students and communities who rely on them most.

I encourage the Department to ensure that any administrative flexibility includes strong guardrails, transparent reporting, and clear expectations for maintaining or expanding supports for underserved and marginalized student groups. Flexibility should never come at the cost of equity.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

I support efforts to reduce the volume of standardized testing in Idaho schools. Excessive testing often forces teachers to narrow instruction and emphasize test-taking strategies rather than fostering curiosity, creativity, and a genuine love of learning. Reducing the testing burden, especially for younger students, will give teachers more flexibility to meet students where they are and cultivate the habits of lifelong learners.

Replacing the 3rd Grade ISAT with the existing IRI is a sensible step toward minimizing redundant assessments. I also appreciate the proposal to allow 11th graders to choose assessments aligned with their college or career pathways. This approach respects student individuality and may better reflect a young person's goals.

That said, I encourage the Department to ensure that these changes do not inadvertently reduce data transparency or the ability to monitor outcomes for student groups who have historically been underserved. The state should commit to maintaining accessible, disaggregated data—even under a more flexible assessment model—to ensure equity remains a central priority.

*Draft Recommendation 3: Ed Flex State Status*

I understand the appeal of Ed-Flex status, especially in allowing local agencies more autonomy in designing programs that meet the needs of their communities. Local control can be a powerful tool when paired with accountability and clear expectations.

At the same time, I am concerned that broad flexibility could open the door to weakening initiatives related to diversity, inclusion, and equitable access. In the current policy environment, it is important to ensure that federal funds continue to support all students—particularly those who have been historically marginalized. Flexibility should not allow resources to be diverted in ways that widen disparities or disproportionately benefit already advantaged communities.



If Idaho pursues Ed-Flex status, I urge the Department to establish a transparent statewide framework with strong monitoring, measurable equity safeguards, and clear requirements for protecting the student groups prioritized under ESSA. Public visibility and accountability must remain central components of any waiver process.

*Additional Comments:*

Across all three recommendations, I strongly encourage the Department to continue engaging the public—families, educators, students, and community members—in open, ongoing dialogue. These decisions will shape Idaho’s educational landscape for years to come, and sustained community involvement will help ensure that the final approach reflects Idaho’s diverse values and needs.

Thank you for the opportunity to comment and for your continued work on behalf of Idaho students.

**6. [REDACTED] Snake River School District #52**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Decrease the red tape and the sheer volume of reporting required for title 1-C. I believe they are onerous for the districts. I think the local liaison should be able to conduct the education of migrants and their needs without having to complete a CNA. I also feel that one PAC meeting per year should suffice, unless the local liaison desires to have more. I also feel that there is too much emphasis on college and not enough on career readiness or even life readiness. I feel that many of the title programs are focused on equity rather than equality. I feel that title budgets have too many constraints on spending timelines. Sometimes districts need less and sometimes more and the money not used should be put into an account for each district.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

I feel that 8th grade should be the last grade to take the ISAT. High school provides DE classes in both ELA and Math.

*Draft Recommendation 3: Ed Flex State Status*

More flexibility is always good as long as the state allows more flexibility for the local districts.

*Additional Comments:*

Less frequent auditing visits.

**7. [REDACTED] Nampa**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Support

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Strongly Agree

*Draft Recommendation 3: Ed Flex State Status*

I hope it means more support for the our students and schools.

*Additional Comments:*

As Idahoan's we should all want the best for our future and our future IS our children. This state needs to step up and not protect some families and some students, but all students, no matter their SES or background. Public Education is a corner stone of this country. Let's make it easier without all the red tape to support Public Education, I hope these Draft Recommendations will do that. The next step would be to help schools with our ever increasing, special education students. This population is growing exponentially, and we need support and funding to hire more special education. The burden on schools, staff and other students is becoming too much.

**8. [REDACTED] Mountain View School District #244**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

What kind of educational professionals are you?! My answer is the same for each of your foolish suggestions. It is clear the Department of Education is being dismantled at the Federal Level. What you are suggesting here is simply a "kiss of the ring" and way to get out of fully funding public education. Our children and students across Idaho count on us, as educational professionals to provide ACCURATE instructional materials, deliver these materials in a professional educated manner and provide appropriate assessments. Appropriate testing should demonstrate a spiral up in the students' learning and if not, what is necessary for remediation. Why would we allow a disservice to our students and the opportunities that come with a high standard of education. You should be ashamed of yourselves for attempting to pull a stunt like this. You have already approved lying, low quality educational religious based programs as a fall back for Idaho teachers. Maybe it's time you found a new job.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Read #1 Recommendation Comment

*Draft Recommendation 3: Ed Flex State Status*

Read #1 Recommendation

*Additional Comments:*

If you choose to not care about Idaho's public schools and children, please get another job. Recognize that the current Federal Department of Ed is being dismantled under the Trump administered by a person with no background in Education. As soon as the Trump and Maga leave Washington D.C. this will change. PLEASE, do not be stupid enough to follow suit on the foolishness and disrupt our current status. UNLESS, you actually want to fully fund Idaho Public Schools.

9. [REDACTED] Grangeville

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I see the need for revision to better align ourselves to receive title funds for our schools, especially schools like mine that are in poor districts. I do not agree with reducing any recommendations from the national government.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

I agree that we should not have 3rd grade ISATS and 11th grade ISATS.

*Draft Recommendation 3: Ed Flex State Status*

I dont not agree with reducing any title recommendations or procedures, for some of the poorest schools title funds help keep programs going that are absolutely needed. Please make sure we are able to receive title funds!

*Additional Comments:*

I agree that students in high school should be able to follow a path; however, they should still have access to math and English as sometimes students do not really know what they really want until they graduate.

**10. [REDACTED] Mountain View School District #244***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

It appears the review of this section is adequate. Omit redundancies and streamline to match federal regulations.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

There is too much testing. In both reading and math, it is understandable to use testing for placement and benchmark for growth, however that should not be the only marker. Many students are horrible at taking tests, but do great in the classroom, and that should be taken into account. Also, unless a test is being used to show growth, NO testing should be required for graduation! Completion of credits and class requirements set by each individual board should be the only marker for graduation, but standardized testing should never be utilized for graduation considering how many students learn, or their ability to test.

*Draft Recommendation 3: Ed Flex State Status*

I think it would be good for Idaho to be an Ed-Flex state as districts need to have the flexibility to opt out of certain programs where they are not affected and be able to utilize funds in another area where they are grossly under funded. But some power needs to be given to the districts, of course with budgetary plans in place for the use of those funds.

*Additional Comments:*

As a whole, there needs to be more federal funding granted to smaller school districts that are struggling. Many small districts are unable to get levy's to pass, because they have been successful without in the pass due to federal logging dollars. Now that those funds are gone, smaller school districts are struggling and will have to eliminate vital electives, including sports. The state should be evaluating this and helping.

**11. [REDACTED] Wendell School District #232***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I strongly support this recommendation and appreciate the Idaho Department of Education's efforts to reduce unnecessary burdens on LEAs while remaining aligned with federal law. These four steps offer practical ways to strengthen program integrity and increase district flexibility. Updating key guidance documents is a critical first step; clear and accurate information helps LEAs make informed decisions and fully utilize federal program flexibilities. Similarly, reviewing the CFSGA to remove overly restrictive requirements will free districts to focus more on

students and less on administrative tasks. Ensuring that state processes align directly with federal expectations will be much more efficient.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Aligning assessments with Idaho's priorities strengthens our system and ensures assessments provide meaningful value to students, educators, and families. Replacing the 3rd-grade ELA ISAT with the already-established Idaho Reading Indicator creates a more streamlined and developmentally appropriate measure of early literacy, reinforcing one of the state's highest academic priorities. This change not only simplifies the assessment process but also allows for a more focused evaluation of foundational literacy skills, which are crucial for future academic success. By utilizing a tool already in place and known for its effectiveness, we can ensure that assessments are efficient, accurate, and directly support Idaho's educational goals.

*Draft Recommendation 3: Ed Flex State Status*

Allowing 11th graders to take assessments aligned with their individualized post-secondary pathways would be a valuable improvement for Idaho students. This approach would honor student choice, support updated graduation requirements and student pathways. Offering options such as the ACT, SAT, ASVAB, or continued ISAT participation would provide meaningful flexibility for districts and students, aligning with their individual goals.

*Additional Comments:*

No Comment

**12. [REDACTED] Post Falls School District #273**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

We would appreciate spending flexibility. We are currently over burdened with reporting requirements etc.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Please remove the third grade ISAT requirement. The ISAT is an incredibly long test and does not provide any timely information to inform instruction at any grade level.

*Draft Recommendation 3: Ed Flex State Status*

We support applying for Ed-Flex status as long as it does not increase reporting/compliance. We are already spending way too much time creating reports with information that is readily available in ISEE.

*Additional Comments:*

The consultation requirements with private schools are often time consuming and cumbersome.

**13. [REDACTED] Idaho Falls***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Boise is one of the most powerful state education departments in the nation, having removed nearly all autonomy from public school districts over the past half decade and punitively punishing districts that seek to have any freedom to think local so I find this as an additional power grab by big government seeking to control local authority. This just feels like more one-size-fits-all mandates that strips power away from the local level and gives it to Boise.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

This seems to reward private and home schoolers and generally removes accountability, how is that a good thing? Lowering standards while punishing public schools doesn't sound like good leadership. Idaho is already near the bottom of the nation when it comes to graduation rates, post-high school education and test scores, I don't see how this helps.

Waivers are a cop-out for education departments that cater to low standards or those with outrageous demands that their children can't possibly learn something that might challenge their world view.

*Draft Recommendation 3: Ed Flex State Status*

Less regulation when it comes to some things is nice, education is not one of them. Every year, time and again, shows that states that have less regulation have worse results. This is measurable. The only reason this is still pushed is because less regulation means more money can be funneled to certain connected private schools, away from public schools (especially those outside wealthy neighborhoods, see Title I Part A & C) while lowering the quality of teachers (Title II Part A and Title IV Part A). The only reason states lower the standards for teachers is to allow unqualified teachers to indoctrinate our children by rewriting history and science which only leads to failure down the road, but it does make donors and a few powerful parents happy.

*Additional Comments:*

I don't see how more power away from the local level being focused in Boise, less accountability and worse teachers and standards will help the children of Idaho. I get it, regulation can be restricting but in this case removing it just leads to lower quality schools, a

worse future for our children and a rude awaking for the state in the long run. This is performative for the sake of out-of-state money and super PACs that are pressuring law makers to be like other states. I want Idaho to be Idaho, not Florida, Indiana or Texas. Don't let our children suffer so politicians can win brownie points with dark money donors from out of state.

**14. [REDACTED] The Pocatello Community Charter School, Inc. #494**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Rewriting/removing additional burdens at the state level would be great. I wish the SDE/SBOE/legislature would get rid of the red tape created at the state level like the CIP and teacher evaluation regulations.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Yes, we should replace the 3rd grade isat with the iri and the 11th grade isat with whatever test they want to take.

*Draft Recommendation 3: Ed Flex State Status*

Yes. Idaho should supply for the edflex waiver to allow as much flexibility as possible.

*Additional Comments:*

As long as we are still stuck giving the isat, the state should live up to "making all stakeholders accountable" by requiring schools to give parents a report card based upon attendance, homework completion, and discipline at a minimum. If students are behind academically, students should have to go to summer school. If your kid has to go to summer school the parent has a bad grade, the parent should be charged for summer school collected by Idaho tax commission.

**15. [REDACTED] Retired Educator, Pocatello School District #25**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Yearly pretest all students for reading level. Place them in the appropriate level books. I did this and by myself ran 3 reading groups a day. Everyone improved in reading! A child reading on a 4th grade level should not be in a 6th grade reader! Every child gained in reading due to correct placement! I had 35 students in 6th grade that year.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Teachers need more assessment of their teaching abilities! I saw some horribly ineffective teachers in my career!! No principal did anything!

*Draft Recommendation 3: Ed Flex State Status*

Because we had old readers in the basement, I was able to place students in appropriate level books that were new to them.

*Additional Comments:*

Principals that care and are observing classrooms unannounced more frequently.

**16. [REDACTED] Nampa***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

As a public school educator who has devoted my career to supporting Idaho's students and teachers, I want to express both deep concern and cautious optimism regarding the Idaho Department of Education's exploration of ESSA waivers and Ed-Flex state status.

Idaho's public schools rely heavily on federal funding to ensure that all students—particularly those from historically underserved populations—receive equitable educational opportunities. Federal programs such as Title I, Title II, Title III, and Title IV are not “bureaucratic red tape”; they are essential lifelines that help schools provide high-quality instruction, professional learning, literacy interventions, and student support services that our state funding structure simply does not adequately sustain.

While I appreciate the intent to streamline reporting and reduce redundancy, any move to “remove requirements not explicitly required by law” must be handled with extreme care. Federal funds come with accountability measures for a reason: to safeguard equity, transparency, and consistency across districts and schools. Without these guardrails, there is a significant risk that flexibility could translate into inequity—especially in a state where public education funding remains among the lowest in the nation.

If Idaho pursues Ed-Flex status or ESSA waivers, I urge the Department to:

1. Maintain rigorous equity and accountability standards that ensure federal dollars directly support students most in need.
2. Engage practicing educators, families, and local communities—not only administrators and business managers—in shaping how federal programs are administered.
3. Commit to transparent public reporting so that flexibility does not obscure how funds are allocated or how student outcomes are measured.



4. Preserve the original intent of the Elementary and Secondary Education Act: to provide every child, regardless of zip code, race, or socioeconomic status, a fair and equitable opportunity to succeed.

Idaho educators and families deserve a system that empowers local schools while still honoring the federal promise of equity and access. True flexibility should strengthen—not weaken—our shared commitment to public education and to every child’s right to a high-quality education.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

See comments from recommendation 1.

*Draft Recommendation 3: Ed Flex State Status*

See comments from recommendation 1.

*Additional Comments:*

See comments from recommendation 1.

**17. [REDACTED] Lake Pend Oreille School District #84**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Brilliant - we need less red tape and more flexibility to meet the needs of our academically at-risk students. This is well written and serves to keep our focus on students and academic growth!

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

This is BY FAR, the most meaningful change to public education that could occur in the State of Idaho in the last 33 years I have been working in education. Concisely, 3rd grade students are OVER-ASSESSED: it significantly decreases available instructional time AND it adds to their already diminished mental acuity. Simultaneously, local discretion to individuate the needs of our 11th grade students is paramount to graduation success and our goal to increase self-efficacy for our high school students. This entire recommendation is BRILLIANT and the MOST important, in my opinion.

*Draft Recommendation 3: Ed Flex State Status*

Wonderful - we certainly could use a streamlined and focused approach. Flexibility for public education is of the highest priority in the current climate.

*Additional Comments:*

Thank you very much for your work on our behalf - much appreciated, bwm

**18. [REDACTED] Pocatello**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

No comment.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Yes, please consider this draft recommendation 2 which states: Replace the Third Grade ELA ISAT with the existing Third Grade Idaho Reading Indicator (IRI). The ISAT ELA portion is way too hard for third graders to test on. The passages they have to read, answer questions about and write a response about are not grade level appropriate and have been written by someone who has had no interaction with 8 - 9 year old students. The ISAT ELA portion is not made for students on IEP's. If a student is on an IEP and is not at grade level reading the student does not answer correctly and completes the exam in 10 minutes. Thus making the student's score a failing score. Even with accommodations IEP student still receive a failing score. The ISAT ELA portion requires all students to sit for 2-3 hours in order to complete the ISAT ELA portion. This time frame is way too long for an 8-9 year old student to still still and stay quiet. Students then have testing fatigue because of how long they are being tested for.

*Draft Recommendation 3: Ed Flex State Status*

No comment.

*Additional Comments:*

No comment.

**19. [REDACTED] Boise**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

No comment.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Of special concern: How will the SDE/OSBE keep the public informed about statewide student achievement over time in language, math and other subjects required at the high school level?

*Draft Recommendation 3: Ed Flex State Status*

No comment.

*Additional Comments:*

No comment.

**20. [REDACTED] Twin Falls School District #411 Educator and Parent***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I support flexibility for LEAs to use federal funding as needed.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

I support flexibility in the 11th grade assessment - our 11th graders should be focusing on using their time and energy working toward their personal goals, not completing \*at minimum\* 5 hours of testing, only to meet state compliance. With the numerous student choice and flexibility policies that have been put into place over the last several years, it's very outdated to make all students in one grade take a test as they are all in different levels of math, English and science.

I also support using the IRI for 3rd graders. I used to proctor the ISAT at my previous elementary school and the stress and anxiety this test gives to students is ridiculous! It takes too long to test these poor kids and I fully support using shorter, more frequent and familiar tests to monitor students growth and progress.

*Draft Recommendation 3: Ed Flex State Status*

I support increased flexibility and local control of federal funding.

*Additional Comments:*

My primary feedback is about the ISAT - I think it's too lengthy, too "high stakes", and really tells students and families very little about their skills in math and English and science. I would love to see a whole different assessment system used to monitor longitudinal growth and progress. Why are we putting this stress and anxiety on our students?

**21. [REDACTED] Boundary County School District #101***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I appreciate the reduction in duplication. IDE is amazing at supporting our districts, but this recommendation will significantly decrease frustration and increase efficiency.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

While I recognize the importance of statewide testing data in setting priorities, allocating resources, and measuring goals, I am in favor of limiting the amount of instructional time that

goes to completing these statewide assessments. These comprehensive tests take away from instructional time and can be taxing for students and teachers. I support the recommendations to change the 3rd grade assessment from ISAT to IRI and the 11th grade assessment to a student selected assessment.

*Draft Recommendation 3: Ed Flex State Status*

I am a little concerned about the flexibility in these areas, but hope IDE will truly allow districts to write plans designed to support the LEAs specific needs. Sometimes when funds are consolidated, then true intentions and use of the funds are blurred.

Minor . . . but under additional comments a period is needed at the end of the first sentence.

*Additional Comments:*

Thank you for your work on this waiver.

**22. [REDACTED] Cassia County Joint School District #151**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I support draft recommendation #1. I believe it is important to update reference materials, application processes, and monitoring to provide clarity, reduce duplication, and eliminate restrictions that go beyond Federal Law. Administering federal grant awards has become increasingly burdensome at both the state and local level. This is a good opportunity to check if these processes and rules are improving educational outcomes for students or are impeding progress by requiring a greater share of administrators focus to be on regulatory compliance rather than educational goals. I hope that we all believe the best decisions are made at the local level and that we can return to a trust but verify model instead of bureaucratic model that requires excess data and hurdles before accessing resources. A pivot in focus to performance and efficiency would be welcome.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

While I recognize the importance of statewide testing data in setting priorities, allocating resources, and measuring goals, I am in favor of limiting the amount of instructional time that goes to completing these statewide assessments. These comprehensive tests take away from instructional time and can be taxing for students and teachers. I support the recommendations to change the 3rd grade assessment from ISAT to IRI and the 11th grade assessment to a student selected assessment.

*Second Submission:* Had some additional thoughts from my last comment. What we would like to see in terms of assessment is using a growth model rather than a proficiency model. IE did

the student show growth from the last time they were assessed, rather than are they proficient, because some students will never achieve proficiency. The other thing we would like to see is 9th graders take the ISAT and if they bank a score they don't have to take it again. But if they don't then they take it again as 10th graders.

*Draft Recommendation 3: Ed Flex State Status*

If the SDE applies for Ed-Flex a thorough analysis needs to be done to weigh if the additional reporting requirements justify the increased flexibility. Some items that may be worth applying for flexibility would be to increase carry over 25% of Title I Part A funds. Reducing the requirement to use 20% of Title IV funds on social emotional learning. Eliminating semi-annual certification for employees who work solely from a single funding source. Lowering the threshold for eligibility to implement Title I, Part A, Schoolwide programs.

*Additional Comments:*

No comment.

**23. [REDACTED] Lake Pend Oreille School District #84**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Please allow for a revision of key elements for federal (both Title and IDEA) programming administration to reduce local burdens and highlight federal program flexibilities and spending options.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Please allow for modification of Idaho's ESSA-required comprehensive assessment framework through a waiver for 3rd grade ISAT ELA and 11th grade ELA and math ISAT. This requested change will ensure that state-required assessments are aligned with the goals of increasing early literacy and middle-grades mathematics achievement along with supporting graduation pathways and post-secondary outcomes

*Draft Recommendation 3: Ed Flex State Status*

Please apply for "Ed-Flex" state status to gain the authority to waive provisions of a variety of federal programs to assist local education agencies in designing and implementing those programs to best meet the needs of their students and communities.

*Additional Comments:*

Thank you!

**24. [REDACTED] Lake Pend Oreille School District #84**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Update LEA's

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Please consider eliminating 3rd Grade ISAT

*Draft Recommendation 3: Ed Flex State Status*

No comment.

*Additional Comments:*

No comment.

**25. [REDACTED] Lake Pend Oreille School District #84**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I support this.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

I am fully in support of getting rid of the ISAT for 3rd and 11th, but hesitate to remove that accountability at the high school level. I would suggest a return to testing 10th grade via the ISAT. Third grade ELA is already tested by the IRI. For Math at 3rd, I would suggest MAP.

*Draft Recommendation 3: Ed Flex State Status*

I support this.

*Additional Comments:*

No comment.

**26. [REDACTED] Lake Pend Oreille School District #84**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Yes, in agreement with this recommendation.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Yes, in agreement with this recommendation.

*Draft Recommendation 3: Ed Flex State Status*

I support this.

*Additional Comments:*

No comment.

**27. [REDACTED] Lake Pend Oreille School District #84***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I agree with this portion - Revise its state-developed schoolwide and school improvement planning process.

The Idaho Department of Education requires LEAs and schools to use a single state-developed tool to satisfy several different Title I planning requirements.

The tool omits some elements required by federal law for one program while adding elements not required by federal law for that program. The Idaho Department of Education can revise its process to better differentiate which requirements apply for each program and/or circumstances, so LEAs and schools can satisfy federal requirements while also maximizing their planning options.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

I agree with : Replace the Third Grade ELA ISAT with the existing Third Grade Idaho Reading Indicator (IRI). Replace the 11th Grade ISAT with a student-selected assessment/LEA-selected assessment, aligned with graduation pathways and/or post-secondary goals.

Would the state consider moving the 11th-grade requirement to grade 10 rather than 11? The and/or statement or language should be removed and be determined or required by LEA.

*Draft Recommendation 3: Ed Flex State Status*

I agree with this recommendation, specifically with this portion -The Idaho Department of Education will apply for Ed-Flex state status for Idaho. Requested flexibilities may include schoolwide eligibility, allowing additional carryover, program streamlining, and blending funding sources. Additional suggestions related to flexibilities may be included if there is interest on the part of LEAs. Ed-Flex waivers are tied to the measurable education goals for the LEAs or school and requires the LEAs to explain how the waiver will assist the LEAs in achieving the goals for all students or the specific student groups impacted by the waiver request.

*Additional Comments:*

Please be clear with language as to not introduce too much choice language for families to opt out or elect a variety of assessment options. We have great LEA systems in place.

**28. [REDACTED] Lake Pend Oreille School District #84***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Rewrite key guidance documents for LEAs and update reference materials.

Consider burden reduction opportunities in subgrant application processes.

Revise its state-developed schoolwide and school improvement planning process.

Streamline and coordinate subrecipient monitoring

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Replace the Third Grade ELA ISAT with the existing Third Grade Idaho Reading Indicator (IRI).

Replace the 11th Grade ISAT with a student-selected assessment/LEA-selected assessment, aligned with graduation pathways and/or post-secondary goals.

*Draft Recommendation 3: Ed Flex State Status*

The Idaho Department of Education will apply for Ed-Flex state status for Idaho. Requested flexibilities may include schoolwide eligibility, allowing additional carryover, program streamlining, and blending funding sources. Additional suggestions related to flexibilities may be included if there is interest on the part of LEAs.

*Additional Comments:*

No comment.

**29. [REDACTED] Lake Pend Oreille School District #84***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I am in full support of Proposal 1. Reducing unnecessary burden on districts is essential, especially for small and mid-sized LEAs where administrative time directly impacts the quality of support provided to students.

Rewriting guidance documents, eliminating duplicative elements in the CFSGA, and aligning the schoolwide planning tool more accurately with federal requirements will all meaningfully reduce the “over-compliance” that has become common practice. The current planning tools



require components that exceed ESSA expectations, often leading to inefficiencies that do not translate to improved outcomes.

Linking monitoring items directly to federal statutes is another critical step. Monitoring should be a targeted compliance process, not an expansion of requirements beyond what the law demands. These changes will allow LEAs to focus their limited staff time on actual student supports and interventions instead of procedural tasks.

Overall, Proposal 1 strengthens clarity, improves accuracy, and allows districts to use their resources more effectively.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

I strongly support Proposal 2 and believe this is the most student-centered recommendation in the draft.

Replacing the 3rd grade ELA ISAT with the Idaho Reading Indicator (IRI) is a practical and instructionally aligned improvement. Schools already use the IRI as a real-time literacy measure tied to early reading supports. Using a single, well-designed, developmentally appropriate assessment reduces redundant testing and refocuses efforts on early literacy intervention—the area Idaho has clearly identified as a statewide priority.

The shift away from a one-size-fits-all 11th-grade ISAT to pathway-aligned assessments is equally important. Allowing students to take SAT, ACT, CLT, ASVAB, WorkKeys, or ISAT depending on their goals reflects the reality of individualized career and college pathways. It also restores instructional value to the junior-year assessment, rather than maintaining a test that serves limited local purpose beyond federal reporting.

This flexibility acknowledges that readiness looks different for students pursuing the workforce, military, trades, or college. This waiver will better align the state's accountability system with Idaho's updated graduation pathways and allow districts to meaningfully support students' post-secondary plans.

*Draft Recommendation 3: Ed Flex State Status*

I fully support Idaho pursuing Ed-Flex state status. Providing LEAs with more control to design programming that meets local needs is consistent with Idaho's educational values and the direction many districts are already moving.

Expanded schoolwide eligibility, carryover flexibility, and the ability to blend or streamline funding sources would immediately benefit districts like mine, where administrative load is often disproportionate to staffing capacity. Ed-Flex is not the elimination of accountability—it is

the removal of unnecessary constraints so schools can meet accountability expectations more effectively.

Having the authority to approve waivers at the state level also encourages innovation and speeds up solutions for local challenges. Idaho can hold districts to high expectations while still recognizing that every community's context is unique.

I support moving forward with the Ed-Flex application and developing a statewide waiver framework that is transparent, accessible, and responsive to the needs of LEAs.

*Additional Comments:*

As an administrator working daily with school improvement planning, federal programs, student assessment systems, and multi-tiered supports, I fully support the Idaho Department of Education's efforts toward smarter flexibility.

Across multiple areas of practice, I have consistently seen:

Excessive procedural requirements dilute the impact of federal resources. Districts spend too much time meeting state-added processes rather than delivering support to students.

Assessment clarity matters. Students, teachers, and parents benefit from systems that are aligned, purposeful, and age-appropriate.

Local decision-making is key. As someone who manages building-level programs, athletics, PBIS structures, and interventions, flexibility allows us to respond quickly to actual student needs, not template-driven requirements.

Streamlined monitoring and planning leads to stronger implementation. When accountability systems are clean, aligned, and directly tied to statute, staff can spend more time on instruction and student support.

Pathway-aligned assessments reflect the real world. A single assessment for all 11th-graders does not make sense for modern educational, economic, or military readiness pathways.

These recommendations collectively move Idaho in the right direction—toward clarity, efficiency, local innovation, and systems that empower schools to focus on student achievement instead of excessive paperwork.

**30. [REDACTED] Lake Pend Oreille School District #84**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I completely support this recommendation.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Our third grade students are over tested. They must take multiple assessments, more than any other grade level. This is a huge stress for 8-year olds. They should not take the ISAT until 4th grade, the IRI covers what we need to know about their reading levels.

*Draft Recommendation 3: Ed Flex State Status*

I support this recommendation.

*Additional Comments:*

Thank you for asking, it is appreciated.

**31. [REDACTED] Lake Pend Oreille School District #84**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I agree with this recommendation.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

I agree with this recommendation.

*Draft Recommendation 3: Ed Flex State Status*

I agree with this recommendation.

*Additional Comments:*

I support third grade NOT taking ISATS.

**32. [REDACTED] Lake Pend Oreille School District #84**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Yes, I'm in agreement with recommendation 1.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Yes, I'm in agreement with recommendation 2. 3rd grade already has IRI data for specific reading skills and growth measures.

*Draft Recommendation 3: Ed Flex State Status*

I agree with this recommendation.

*Additional Comments:*

I'm in agreement with all recommendations.

**33. [REDACTED], Lake Pend Oreille School District #84***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I agree with recommendation 1.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Assessment Waiver for Third Grade ISAT ELA and 11th Grade ELA and Math ISAT - 3rd grade already takes the IRI for a reading assessment. Currently, our third grade students are required to take more assessments than our older students. This is a lot for our young learners.

*Draft Recommendation 3: Ed Flex State Status*

No comment.

*Additional Comments:*

No comment.

**34. [REDACTED] Lake Pend Oreille School District #84, Sandpoint High School***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Yes, I am in agreement with this recommendation.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Yes, I am in agreement with this recommendation.

*Draft Recommendation 3: Ed Flex State Status*

Yes, I am in agreement with this recommendation.

*Additional Comments:*

Test fatigue at the secondary level is real. Eleventh grade students begin the testing season in March with ELA, Math, and Science ISATS. They take the SATS. Many students opt out of these due to the fatigue already beginning. AP Students may take upward five AP tests before the end of May as well. As a secondary principal, by first recommendation would be to have students complete a localized pathway with SATs or ASVAB based on their post-secondary plan. If this is not possible, my second recommendation would be to move the ISATS to 10th grade to alleviate junior year testing fatigue and to truly help guide instructional placement for the final two years of high school.

**35. [REDACTED] Lake Pend Oreille School District #84***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

The number of qualified students with disabilities is going up along with the demands of meeting their intense needs. However, funding is not growing. We need a dedicated budget line of state funds to support these services. Please increase the funding for Special Education in Idaho. Failing to do so is dropping the ball and a complete disservice to this growing and deserving segment of education.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

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*Draft Recommendation 3: Ed Flex State Status*

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*Additional Comments:*

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**36. [REDACTED] Lake Pend Oreille School District #84***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Streamlining will save money and time for these groups.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Testing fatigue is an issue in most of our schools. Speaking as a former elementary assistant principal and current secondary assistant principal, we already use IRI for 3rd graders and over testing our little ones is not productive. It does not give us the data that is intended. At secondary, 11th grade students are also over tested, especially if students are taking multiple classes with AP course testing (possibly 8-9 high stakes tests by spring). Too much for our students to be successful.

*Draft Recommendation 3: Ed Flex State Status*

This supports our district and I hope overall state vision of Title 1.

*Additional Comments:*

I support.

**37. [REDACTED] Lake Pend Oreille School District #84**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Consider burden reduction opportunities in subgrant application processes Streamline and coordinate subrecipient monitoring.

The Idaho Department of Education can streamline its monitoring by linking each item monitored to a specific federal requirement. The Department's ESEA monitoring processes are robust, sometimes go beyond federal requirements, and may duplicate other oversight processes. Additionally, the Department does monitoring throughout the application, implementation and reimbursement process; and monitors the entire process.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Assessment Waiver for Third Grade ISAT ELA and 11th Grade ELA and Math ISAT -

Third Grade ISAT ELA - Third graders are currently tested too much. It can create anxiety for many children.

*Draft Recommendation 3: Ed Flex State Status*

Apply for Ed Flex State Status

*Additional Comments:*

The most important recommendation for an elementary school would be to eliminate the ISAT ELA at the 3rd grade level. Restructuring the Title requirements would allow for personnel to focus on teaching and learning and less on paperwork documentation.

**38. [REDACTED] University of Idaho, Idaho Building Capacity Project***Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

This change could be good if Idaho matches increased flexibility with resources that ensure leaders have the coaching, data skills, and improvement structures needed to turn flexibility into coherent action rather than compliance minimalism. For very low-achieving schools in the Idaho Building Capacity Project (IBC), this does.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

If Idaho adjusts its assessment system, districts will need strong support to interpret new metrics, align improvement plans, and maintain instructional coherence.

For IBC schools, leadership coaches (CBs) help school leaders use data to measure and fuel robust continuous improvement cycles.

*Draft Recommendation 3: Ed Flex State Status*

Ed Flex status. This could be very helpful; however, it is key that you all ensure your theory of action includes what works, including leadership capacity building. IBC in R1 and 2 is an example of a project that, even without controlling for other factors (leadership turnover, school board churn, and the ever-present quick-improvement ideas that come and go too quickly), shows lasting, visible results. Even in very complex contexts in Regions 1 and 2, LEAs that have been in IBC for years, the CBs work using a well-tested framework show improvement.

Idaho's move toward Ed-Flex and reduced federal burden will only succeed if districts have the leadership capacity to use these flexibilities wisely and coherently. The Idaho Building Capacity Project (IBC) is uniquely positioned to anchor that theory of action. IBC provides sustained, evidence-based leadership coaching that helps schools translate flexibility into stronger instructional systems, effective use of Title funds, and measurable gains in early literacy, middle-grades math, and postsecondary readiness (outcomes highlighted in the proposed waiver). Without a statewide mechanism like IBC, flexibility risks devolving into fragmented, short-term activities rather than strategic, student-centered improvement. Including IBC explicitly in Idaho's Ed-Flex implementation ensures that districts have the leadership, data-use skills, and continuous-improvement structures necessary to turn flexibility into tangible results for Idaho students.

*Additional Comments:*

To best support you all, we really need transparency and partnership here to gain clarity around these three questions:

- 1) How do you anticipate Ed-Flex changing Title II priorities and allocations at the state level?
- 2) Do you foresee any change to the state-level Title II set-aside that funds IBC?
- 3) How do you want IBC to help districts navigate new flexibilities (especially around blending Title II with other funds)?

Additionally, as we prepare future Principals, Superintendents, and Special Education Directors at the University of Idaho, we really need to understand leadership support pathways for individuals best once they finish their degrees. We are your partners here and can support you all with PD, research, and administration of improvement programs if we have enough lead time and resources.

Thanks for thinking about the future of Idaho education and for your work supporting systems that connect all kids to educational excellence.

39. [REDACTED] Caldwell, ID

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

“Flexibility” in the use of federal education funds has been the standing verbiage since 2001's reauthorization of the Elementary and Secondary Education Act (ESEA) or “No Child Left Behind.” “Reforms” were to be based on “accountability, flexibility and choice.” Now it's called the Every Student Succeeds Act (ESSA). 25 years later it's good to remind the public that “flexibility” was to be in exchange for “results” (designated as “accountability” to the public).

ESSA states under the special grants to expand charter schools that the state will “evaluate the impact of charter schools on student achievement, families, and communities, and share best practices between charter schools and other public schools.” That has not happened, which means there is no accountability for our federal dollars never having produced shared “best practices” or “innovations.” In other words, there has been no accounting for results of the 26 years the state has been approving charters and our federal dollars have given “flexibility” to support this experiment.

So, what is all this going to mean for the private schools that will be taking public education money?



The federal law requires the public schools serve eligible private school students “equitably.” Does that mean the students can receive a tax credit voucher that they can use to enroll in a private school and still receive services by the local public school district?

In light of the fact that the four actions proposed in Recommendation 1 are not required of the federal application for a waiver or Ed-Flex status, my recommendation is to wait to rewrite all the reference materials, wait to reconsider the subgrant application process, and wait to revise the school improvement planning processes until what time the public can better give input on these topics of local importance. However, I would recommend proceeding with the fourth part by revisiting the Department's ESEA monitoring processes and clarifying those elements to the public.

Currently, I believe the public is at a loss as to what the Department means by a “robust” monitoring process.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

At first glance, this recommendation looks like it's only about waiving 3rd grade ISAT ELA and 11th Grade ELA and Math. Three concerns here:

First, "the provisions that can be waived under ESSA waivers include assessment, accountability, interventions, transparency and reporting." Remember, No Child Left Behind (NCLB) was based on "accountability, flexibility, and choice." ESSA is NCLB with more choice dollars added, now including federal vouchers. So as long as “choice” is in the equation, the taxpaying public needs to consider how flexibility of our education dollars will be accounted for — in what kind of system does tracking the flow of money ensure accurate accounting — and what additional costs are associated with holding a flexible choice system accountable.

Secondly, these are the Two Requests Related to Idaho’s Assessment Framework Being Considered:

1. Replace the Third Grade ELA ISAT with the existing Third Grade Idaho Reading Indicator (IRI)
2. Replace the 11th Grade ISAT with a student-selected assessment/LEA-selected assessment, aligned with graduation pathways and/or post-secondary goals.

#1 To give an opinion on that replacement would require hearing from teachers as to which test they have seen align best with their student's classroom performances and teacher created testing.

#2 This change does not seem to be at all in line with a state accountability system whose purpose is to judge (as best a standardized test can) the trend the state is taking towards providing a thorough system of public schools, which this state long ago set according to standards and graduation requirements. That is what every public school was expected to strive to meet. This was not an individual choice or a local choice. How you achieved the standards and met the requirements is, but the assessment at the end of a students K-12 educational journey was not negotiable because assessing the school and the system was not negotiable.

The third issue with being granted an assessment waiver is in looking at the topic in relation to Recommendation #3 — to apply for Ed-Flex STATE Status. That leads to my main concern — in a nation that set out to achieve educational opportunity for all children, when our decades old accountability mechanism is being changed to bypass certain “statutory or regulatory education requirements,” it's time to look at those laws and rules. Let's quit tinkering around the edges. Let's work together to make the federal law better.

Anyone really think we can reach the goals that have been set for us without transparency and reporting?

How is public transparency even possible in a multi-systems hodgepodge of publicly-funded schools where private entities are involved, which have different authorities under which they work?

### *Draft Recommendation 3: Ed Flex State Status*

#### Recommendation 3: Applying for “Ed Flex State Status”

This is a big deal. So, I think it is important to note that word of this comment period opening and ending was only whispered out to the Idaho public on November 15, 2025 in an announcement in the Bonner County Daily Bee (only place I saw it). Only then did I go looking to see what it was all about.

The official contact from the U.S. Department of Education about this application was made on September 17, 2025. And as stated in the IDOE introduction, the Ed-Flex Act itself was enacted in 1994 as part of Goals 2000. It was then incorporated into the gargantuan law ESSA, which has drifted GREATLY from its original goals and strategies as the 1965 Elementary and Secondary Education Act.

The public needs to look very closely at the “Ed-Flex program.”

The Educational Flexibility (Ed-Flex) program — allows the U.S. Secretary of Education to delegate the authority to State educational agencies (SEAs) — to waive statutory or regulatory

education requirements at the local level if it's determined the requirements "MAY" impede local efforts.

For the Idaho public to make their own call on what may be the positive and/or negative consequences of being an Ed-Flex state, an Idaho citizen would need to know the DETAILS of the following federal programs the state would be given the authority to waive. That means considering the DETAILS of the entire Carl D. Perkins Career and Technical Education Act of 2006, as amended, and the following sections of the Every Student Succeeds Act (ESSA):

Title I, Part A (other than section 1111)

Title I, Part C

Title I, Part D

Title II, Part A

Title IV Part A

Currently, who does have state authority to waive statutory or regulatory education requirements? Isn't that a requirement for applying?

*Additional Comments:*

Overview In the Idaho Department of Education's overview, it states that part of reducing burdens on local educational agencies includes "removing Department requirements that go beyond what is mandated by federal law." But before proceeding with waivers from the laws or new regulatory status being given to the state, the public should be better informed as to what that means when it comes to transparency and accountability in a "school choice" system, such as the one Idaho has now developed.

The federal law states, "The accountability provisions under this Act shall be overseen for charter schools in accordance with State charter school law." If we want "spending flexibility" in exchange for results, the tax-paying public deserves to know what the results have been when it comes to charters, particularly when it comes to meeting what is in the law. And this same request should now apply to any public funds for "school choice" options that is in law now or in the future.

QUESTION: what is adequate notification to the public in order for them to make informed decisions about commenting?

Ultimately, this is a huge step and deserves a public question and answer session as well as a listening session by school boards, lawmakers, and all regulatory agencies involved in government oversight of our system of public schools.

Improving K-12 Federal Programs Administration requires an informed president, congress and the public. Isn't that the duty — by law — of the USDOE under the direction of the Secretary?

We, the People, need informed discussion and debate.

**40. [REDACTED] College Board**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

Idaho's proposal to replace a single statewide grade 11 assessment with a student-choice or district-choice menu raises substantial compliance, operational, and resource challenges. Multiple assessments used for accountability cannot meet ESSA section 1111(b)(2) requirements for statewide comparability and USED has consistently declined to approve models that introduce student-level test choice. In addition, supporting several different assessments simultaneously would require Idaho to manage multiple test windows, platforms, accommodations processes, and reporting systems. This would place significant and ongoing demands on state and district capacity, particularly in rural communities. Given these concerns, the assessment menu as proposed is unlikely to be approvable and would create notable administrative strain without delivering a coherent statewide measurement system.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Concern: Misclassification of SBAC as a College Entrance Exam (CEE)

The draft identifies SBAC as a College Entrance Exam, but SBAC does not meet the federal definition under ESEA section 1111(b)(2)(H). A CEE must be used for college admission and must measure college readiness rather than grade-level proficiency. SBAC is a summative grade-level assessment and is not accepted by colleges for admissions decisions. Misclassification will create confusion and complicate USED review. We recommend revising the assessment labels to ensure alignment with federal law.

*Draft Recommendation 3: Ed Flex State Status*

We are aware of two states pursuing student-choice testing systems, with Arkansas in the early stages and South Carolina further along. Both are mandating the choice, but student participation is optional, and the outcomes are not being used to meet ESSA requirements. Early experience from both efforts shows that student-level choice creates substantial operational demands for schools and districts, including complex scheduling, staffing,

technology support, and accommodations management. These implementation and policy risks should be carefully examined as Idaho considers whether this model can be implemented in a way that supports statewide accountability and meets federal expectations.

*Additional Comments:*

As ESSA reaches its tenth year, it continues to provide an important balance between strong federal guardrails and meaningful state flexibility. Any state seeking an ESSA waiver should aim to maintain that balance by ensuring that proposed changes preserve the core principles of comparability, equity, and coherence while still allowing innovation. Above all, waiver requests should be designed with students at the center, supporting clear expectations, consistent statewide practice, and equitable access to opportunities.

**41. [REDACTED] Pocatello Chubbuck School District #25**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I am definitely in favor of revising the schoolwide improvement process. Aligning this process to better meet the demands of state and federal requirements will lead to improved efficiencies and plans.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Removing the 3rd grade ELA ISAT will help teachers and learners continue to focus on foundational reading skills and take the pressure off for a high stakes assessment when skills are still being developed.

*Draft Recommendation 3: Ed Flex State Status*

I agree that states should retain flexibility in allowing LEA's to best meet their individual community and school needs.

*Additional Comments:*

No comment.

**42. [REDACTED] Cassia County Joint School District #151, CCEA IEA**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

I'm sharing this in regards to our governor slashing the funding for the families who are raising their adult children with severe disabilities. I'm watching my best friend dealing with her son whom she loves more than life itself with a severe disability. She is so nervous about how she will continue to raise him without the additional needed funds. He is in his 20s and needs help and support 24 hours a day 7 days a week. Due to this, he is her full time job. She is unable to

work full time outside of the home. It's so sad that those who need the state funding the most are never even considered for it. The laws need to be changed. We need the funds for those with disabilities. Even our students are not getting their needs met because the funding isn't there. I invite those in the government to come to the special Education classrooms and see what supports we need. I invite them to homes like my best friends who need the extra funding just to ensure that their child's needs are being met.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

As a special education teacher I have to become creative on how to teach my students of different learning levels at the same time. I'm running several different groups of different intervention levels at the same time to meet their service minutes and needs. I'm the case manager overseeing 7 different grades. I not only have lesson plans to write, I have IEPs to write. Progress reports 4 times a year. Assessments to give. Monitoring my students behaviors. Communicating with 7 different grades of teachers. Communicating with parents. I'm expected to do all of this between the 8 to 4 day time. I end up working from home. I end up working on the weekends. Please come see our daily routines and what resources we need in order to meet our students learning needs.

*Draft Recommendation 3: Ed Flex State Status*

Please come to our classrooms. We invite you to see what resources we are lacking and what supports we need.

*Additional Comments:*

Ask for a panel of general education teachers and special education teachers. Listen to us. We're in the classrooms everyday.

**43. [REDACTED] Sage International School of Boise #475 and Middleton #528**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

No comment.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Replace the Third Grade ELA ISAT with the existing Third Grade Idaho Reading Indicator (IRI). I support replacing the 3rd grade ELA assessment with the IRI, currently provided by Amira. The IRI assessment is already a requirement K-3. At this point in time, 3rd grade is the most heavily tested grade level in K-12 for state testing. The ISAT ELA performance task is asking a lot of a grade level that is still actively learning how to read. By removing potentially 3 days of testing

for 3rd grade, we are giving back 3 days of solid instruction time. Testing days disrupt the normal rhythm of a teaching day. Recommendations for the 3rd grade ELA ISAT include 1 session for the CAT and 2 for the PT, meaning 3 additional days of interrupted instruction.

I still value administering ISATs in 11th grade or another HS grade. This is a longitudinal data point that hasn't been captured since 8th grade. I support having a consistent HS measurement.

*Draft Recommendation 3: Ed Flex State Status*

No comment.

*Additional Comments:*

Could grade 3 be assessed with the IStation/Amira math ISIP and have the ISAT math portion removed as well?

**44. [REDACTED] Blackfoot, ID**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

No comment.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

As both a parent and a mathematics teacher, I feel compelled to speak out about the growing burden of the ISATs and the misalignment and unintended consequences they have created. The level of stress placed on students, families, and educators is disproportionate to any meaningful benefit these assessments provide. Simply put, the test does not align with essential standards, nor does it reflect the lived experiences of students with diverse goals, strengths, and postsecondary pathways.

We openly and regularly acknowledge that students do not all share the same futures—yet we continue to insist on a single, required 11th-grade assessment for all students. This is fundamentally contradictory. The mathematical knowledge required for a student pursuing welding is not the same as that required for a student preparing for a four-year college, nor is it the same as that needed for nursing or other career paths. Expecting one test to fairly and accurately measure readiness for such varied outcomes is neither logical nor equitable.

I fully understand and support the need for accountability in education. However, large-scale standardized testing rests on a deeply flawed assumption: that teachers are the sole determinants of student learning. In reality, teaching is only one part of a larger, more complex system. I can expose students to content, explain concepts, provide support, differentiate instruction, and offer multiple opportunities for practice—but learning also depends on factors

far beyond my control. Students must attend consistently, engage meaningfully, have adequate nutrition, rest, emotional stability, and personal motivation. They have agency, and they are influenced by circumstances that no test can measure. Reducing learning to a single test score is not only inaccurate; it is insulting to students and to educators alike.

My greatest familiarity lies in math transition pathways, and I support assessments that align with different pathways and student goals. In theory, this approach respects student choice and relevance. In practice, however, it presents challenges—particularly in rural and alternative high school settings. In my setting, as the sole math teacher for approximately 120 students, I cannot be expected to offer all possible pathways while simultaneously being held accountable for whether students master all content across those pathways. This expectation is neither realistic nor sustainable.

Thus, we must also confront an uncomfortable but necessary question: how will we prevent “pathway-aligned” testing from simply becoming another one-size-fits-all assessment? When staffing, scheduling, and resources limit the number of pathways a school can realistically offer, students are not truly choosing a pathway—the system is choosing for them. Without sufficient options, we risk recreating the same inequities under a different name.

Ultimately, we need to step back and ask a fundamental question: What are we hoping testing will actually accomplish? If the goal is to ensure basic mathematical literacy for life and citizenship, then we should be honest about where that threshold lies. Perhaps a common assessment that ensures mastery of foundational mathematics (through 8th-grade content and data literacy) would suffice. Even as a mathematics teacher, I question how much of advanced high school mathematics is essential for most adults to live productive, informed lives once that foundation is secure.

If we are serious about equity, relevance, and meaningful accountability, then our assessment systems must reflect the diversity of student goals, the realities of classroom instruction, and the shared responsibility for learning. Anything less does a disservice to our students and undermines the professionalism of educators.

#### *Draft Recommendation 3: Ed Flex State Status*

I support greater flexibility and control in our local areas for the reasons shared earlier.

#### *Additional Comments:*

We need better support for homeless families and homeless teens, and we need true social workers in schools. There simply isn't enough money to replace families, yet teachers are expected to do so. Anything we can do to reduce the money spent on 'overhead' and



'bureaucracy' and get the money to directly impact the students and the work teachers do is something we need to do.

**45. [REDACTED] Idaho Virtual Academy #452**

*Draft Recommendation 1: Spending and Reporting Flexibility in State Administration for Title and IDEA Programming*

The recommendations look reasonable.

*Draft Recommendation 2: Assessment Waivers for 3<sup>rd</sup> Grade ISAT ELA and 11<sup>th</sup> Grade ELA and Math ISAT*

Please do implement the 2 requests! I've proctored ISATs for 3rd graders and the ELA test is such a burden to them. The IRI is much less so and more important for students at that age.

I love the choices for 11th grade testing! I teach in an alternative hs and the ISAT doesn't test what our students know and can do. Sometimes our students are credit deficient and are not ready for the ISAT in 11th grade. Please give us choices!

*Draft Recommendation 3: Ed Flex State Status*

The Ed Flex program sounds good for our students and our state.

*Additional Comments:*

Simplifying is a great goal.