



**Special Board of Education Meeting
July 1, 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, July 1, 2026 – Time 3:00 p.m. (Mountain Time)

EXECUTIVE SESSION – (Closed to the Public)

1. The Board convenes into Executive Session to:
 - consider a Boise State University personnel matter pursuant to Idaho Code § 74-206(1)(a) & (b).

No action will be taken in Executive Session.

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Boise State University – Consideration of President Appointment – Action Item

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Educational Expenses Temporary Proposed Rule – Action Item
2. CTE Industry Hours for Certification Temporary Rule – 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
JULY 01, 2026**

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY – CONSIDERATION OF PRESIDENT APPOINTMENT	Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES
JULY 01, 2026

SUBJECT

Boise State University - Consideration of President Appointment

REFERENCE

June 16, 2026

Idaho State Board of Education announced Dr. David W. Hahn as sole finalist for President at Boise State University.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §33-3006 (Idaho State Board of Education authority to employ presidents)

Idaho Code §33-3734 (President Searches for State Institutions of Higher Education) - Established by Senate Bill 1225, 2026 Regular Session

BACKGROUND/DISCUSSION

Presidential Transition and Interim Leadership

On March 20, 2025, President Dr. Marlene Tromp announced her departure from Boise State University to become President of the University of Vermont, effective May 2025. Dr. Tromp had served as Boise State University President for approximately six (6) years.

In May 2025, Dr. Jeremiah Shinn, Vice President of Student Affairs and Enrollment Management, was appointed as Boise State University Interim President to ensure institutional continuity while the Idaho State Board of Education conducted a national presidential search.

In April 2026, Dr. Nancy Glenn, Vice President of Research and Economic Development, was appointed as Boise State University Acting President while the presidential search continued after Dr. Shinn's departure.

Presidential Search Process

The Idaho State Board of Education initiated a national presidential search in May 2025, engaging Russell Reynolds Associates, a nationally recognized executive search firm specializing in higher education leadership recruitment.

The search was conducted by the Idaho State Board of Education with support from a committee representing faculty, staff, alumni, university foundation, and key members of Idaho's business and civic community. The search committee solicited feedback from students, employees, alumni, community leaders, and other stakeholders to help identify leadership priorities and institutional needs.

In October 2025, the Idaho State Board of Education paused the presidential search due to challenges related to statutory requirements affecting presidential searches. In March 2026, following passage of Senate Bill 1225 by the Idaho Legislature, the search resumed under the new statutory framework.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JULY 01, 2026

Announcement of Dr. David W. Hahn as Sole Finalist

On June 16, 2026, the Idaho State Board of Education announced Dr. David W. Hahn as the sole finalist to become Boise State University's eighth President. This announcement followed a rigorous national search conducted by Russell Reynolds Associates and the Presidential Search Committee.

Dr. Hahn is a mechanical engineer with more than thirty (30) years of experience in engineering education, research, administration, and federal agencies. He currently serves as the Craig M. Berge Dean of the College of Engineering at the University of Arizona, one of the nation's premier research institutions.

The University of Arizona conducts more than \$1 billion in research annually and holds R1 research status from the Carnegie Classification of Institutions of Higher Education. Like Boise State University, the University of Arizona is advancing microelectronics and semiconductor programs aligned with national economic priorities.

Dr. Hahn's career includes significant leadership roles at the University of Florida, the University of Arizona, Sandia National Laboratories, and the U.S. Food and Drug Administration. He brings deep expertise in engineering research, institutional leadership, strategic research portfolio development, and translating research innovation into practical applications that benefit communities and industries.

Public Engagement and Required Statutory Timeline

Per Idaho Code §33-3734, the following timeline was established for public engagement and Idaho State Board of Education action:

June 16, 2026: Idaho State Board of Education announced Dr. Hahn as sole finalist at Boise State University campus.

June 18, 2026: Public forum held at Boise State University and forum livestreamed for remote participation.

June 16 - 27, 2026: Ten-business-day period per statute with public feedback to the Board for purposes of evaluation of his candidacy accepted at comments@edu.idaho.gov.

July 1, 2026: Idaho State Board of Education scheduled to convene in open public meeting for final hiring decision and vote.

IMPACT

Standard terms of the employment agreement are as follows.

Annual Salary:	\$480,000
Contract Term:	3 years

**BUSINESS AFFAIRS AND HUMAN RESOURCES
JULY 01, 2026**

Start Date:	July 1, 2026
Standard Benefits:	Housing allowance (\$9,000/month), automobile allowance (\$9,200/year), and standard university benefits including health insurance, life insurance, disability, retirement programs (PERSI and ORP), paid leave, and tuition assistance.
Relocation Allowance	Up to \$15,000 of eligible relocation expenses
Faculty Appointment:	Tenured faculty appointment as a full professor. Upon conclusion of service as President for any reason other than termination for cause, the President is entitled to employment in a faculty position in a department within a college at the institution where the President has competence and knowledge to teach. The President shall not be additionally compensated for service as a professor while serving as President. The President's faculty appointment shall terminate when this Agreement is terminated for cause by the Board.
Liquidated Damages:	If the Board terminates this Agreement without cause during the first three (3) years of the presidency, the Institution shall pay the President, as liquidated damages an amount equal to one hundred percent (100%) of President's base annual salary for a period of twelve (12) months following the effective date of such termination. If the President obtains new employment during the period during which the Institution is obligated to pay liquidated damages, then the Institution's financial obligations under this Agreement shall be reduced by the amount of the compensation received by the President from such employment.

ATTACHMENTS

Attachment 1 – Employment Agreement for President of Boise State University

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed employment terms reflect standard provisions for university presidents and are consistent with Idaho State Board of Education policy and applicable Idaho law.

Dr. Hahn's background in research-driven institutional leadership, engineering innovation, and industry partnerships aligns strategically with Boise State University's mission and the State of Idaho's economic and workforce development priorities. His demonstrated capacity to build research programs and support institutional growth positions him well to lead Boise State University and achieve R1 research status.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Board staff recommends approval of the appointment of Dr. David W. Hahn as President of Boise State University effective July 1, 2026, on the terms outlined in Attachment 1.

BOARD ACTION

I move to approve the appointment of Dr. David W. Hahn as President of Boise State University, effective July 1, 2026, for a term of three (3) years, at an annual salary of \$480,000, and to authorize the Idaho State Board of Education President to execute an employment agreement with Dr. Hahn.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Employment Agreement

President of Boise State University

This Employment Agreement (“Agreement”) is made between the Idaho State Board of Education, as Board of Trustees of Boise State University (“Board”) and Dr. David Hahn (“Dr. Hahn” or “President”), effective July 1, 2026.

I) Scope of Employment

- A) **Appointment.** The Board hereby appoints and employs Dr. David Hahn as President of Boise State University (the “**Institution**” or “**University**”) to serve as the chief executive officer of the Institution under the policies, supervision, and direction of the Board and subject to all University and Board policies. Dr. Hahn accepts and agrees to such employment in accordance with the terms and conditions provided herein.
- B) **Primary Location of Service.** President’s duties shall be rendered on the campus of the Institution in Boise, Idaho and at such other places as the Board or the President shall deem appropriate for the interest, needs, business, or opportunities of the Institution.

C) Term; Evaluation; Renewal

- 1) **Term.** This Agreement shall be for a term of three (3) years, commencing July 1, 2026 and terminating June 30, 2029 (the “**Term**”), subject, however, to prior termination as provided for in this Agreement. The Parties understand and agree that, from July 1 through August 10, 2026 (the “**Transition Period**”), the President will be working remotely and in the process of relocating to Boise. During the Transition Period, the President will conduct business remotely with substantive visits to campus from time to time and shall use best efforts to be on campus full time on or before August 1, 2026. The President shall be conducting business full time in person from Boise, Idaho no later than August 10, 2026.
- 2) **Evaluation.** The Board shall meet with the President at a regular cadence and on an as-needed basis, to evaluate and discuss the President’s performance. No less frequently than annually, the Board shall conduct an annual performance review of the President, in accordance with Board policy. To aid the Board in such annual performance reviews, the President agrees to furnish such oral and written reports as may be required or requested by the Board, including but not limited to a 360 evaluation of performance as prescribed by the Board or its designee.

- 3) **Renewal or Extension of this Agreement.** The Term of this Agreement may be extended for an additional time period, according to the following procedure:
- a) The Parties agree that they will meet no later than March 30, 2028, to discuss a potential renewal term.
 - b) The President must notify the Board, in writing, that the President desires to extend the Agreement by no later than eighteen (18) months prior to the expiration of the current Term.
 - c) If the President notifies the Board President of his desire to extend this Agreement, the Board President will respond by notifying the President if the Board mutually desires to extend this Agreement no later than fifteen (15) months prior to expiration of the current Term.
 - d) If both Parties desire to extend President's service under this Agreement, they shall negotiate in good faith on the terms and conditions of a written extension agreement. If the Parties are unable to agree upon an extension agreement, this Agreement shall terminate without further notice on the Term's end date stated in this Agreement.
 - e) Board, in its sole discretion, may offer to extend this Agreement on such terms as may be agreed upon by the President and the Board.

II) Duties and Responsibilities

- A) **Devote Best Efforts.** The President shall use all of his best efforts to carry out the duties and responsibilities required by this Agreement and to faithfully, and with maximum application of the President's experience, ability, and talent, devote his full professional attention and energies to his responsibilities and duties as President of the Institution.
- B) **Responsibilities and Duties of President.**
 - 1) The President shall serve as the chief program and administrative officer of the Institution. The President shall have the duties and responsibilities within the framework of the Board's Governing Policies and Procedures for the organization, management, direction and supervision of the Institution and other responsibilities and duties as may be prescribed by the Board, Board policies, University policies, and/or applicable state and federal laws and regulations. The President reports to and is responsible to the Board and shall be accountable to the Board for the successful functioning of the Institution as a whole. In furtherance of this duty, the

President shall comply with all applicable laws and regulations, Idaho State Board policies, bylaws, and other governing documents, all University policies, and devote his full time and best efforts to the position. The President shall be held accountable for the successful functioning of the Institution, its employees and students as set forth herein, and for performing the following duties, as well as any other duties necessary or germane to the successful functioning of the Institution or as may be assigned from time to time by the Board.

- 2) **Relations with the Board.** The President shall serve as the primary liaison between the Institution and the Board. This responsibility includes, but is not limited to the following:
 - a) Ensuring and maintaining regular, consistent and effective communication with the Board and the Board office, and facilitating the same with the Institution.
 - b) Promptly and thoroughly reporting matters of importance, concern or risk to the Board Chair and Executive Director.
 - c) Preparation of such budgets as may be necessary for proper reporting and planning.
 - d) Implementation of Board policies and directives in a timely and effective manner and with regular progress reporting as requested by the Board or its designee.
 - e) Participation and cooperation with the office of the Board in the development, coordination, and implementation of policies, programs and all other matters of systemwide or statewide concern.
 - f) Appointing appropriate Institution leadership who are engaged in supporting Board or systemwide or statewide committees and initiatives, and ensuring Board matters are effectively communicated across the Institution.
 - g) Participate constructively in statewide initiatives, shared services, collaborative academic planning, and other Board-directed efforts intended to advance interests of Idaho's public higher education system.
 - h) Notification to Board Executive Director of any absence exceeding one week during which time the President will be unavailable or out of the country.
- 3) **Leadership of the Institution.** The President shall serve as the Chief Executive Officer of the Institution, with all associated duties prescribed

from time to time by the Board, Board Policies, University policies, as well as state and federal laws and regulations. This includes, but is not limited to the following:

- a) Oversee, conduct, direct, manage, promote, supervise, and ensure the effective and efficient functioning of the Institution, in cooperation with appropriate parties and employees, and in accordance with all applicable policies, laws and regulations and in accordance with best practices.
 - b) Oversee the University's administrative team.
 - c) Recruitment, retention, supervising, promoting and, when appropriate, dismissing employees.
 - d) Development, management, and continuous improvement of programs, in accordance with Board guidance and an evolving plan for the Institution.
 - e) Development of methods that will encourage responsible and effective contributions by various parties associated with the Institution in the achievement of goals of the Institution.
 - f) Exercise sound fiscal stewardship through sustainable budgeting, long-term financial and capital planning, appropriate risk management, and effective use of public and private resources.
 - g) Foster culture of integrity, transparency, professionalism, and mutual respect throughout the institution
 - h) Promote meaningful engagement with staff, faculty and students
 - i) Support organizational environment that enables effective communication, collaboration and institutional excellence
 - j) Champion innovative educational models.
 - k) Advance research, innovation, and partnerships that strengthen Idaho's economy and support strategic industries.
 - l) Demonstrate leadership in aligning institutional priorities with the statewide public mission established by the Board, including workforce development, educational retention and attainment, research benefitting Idaho, fiscal sustainability, and responsible stewardship of public funds.
- 4) **Relations with the Public.** Serve as the official and lead representative of the Institution to the public, including but not limited to the following:
- a) Development of rapport with elected leaders and representatives of the state, including at the federal, state, and local level.

- b) Development of rapport between Institution and the public it services.
 - c) Official representation of the Institution and its Board-approved role and mission to the public.
 - d) Build collaborative relationships with numerous stakeholders.
 - e) Be involved and present in the wider Boise and Idaho communities.
- C) **Outside Professional Activities.** President may seek written approval to perform outside professional activities (including approval for continuation of current professional activities), provided the request for approval must include full disclosure of the nature of the proposed activity, including any compensation to be received, and provided the activity shall not impair the President's ability to devote full time and best efforts to the President's position as chief executive officer of the Institution, and subject to all applicable laws, regulations, and policies surrounding conflict of interest and commitment. Written approval will be granted or denied at the sole discretion of the Board or its designee. No paid outside board service by the President shall be approved during the first year of this Agreement. Subject to such written approval as required, the expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the President's responsibilities and duties under this Agreement.
- D) **No Conflict of Interest or Commitment.** The President shall not, without prior written permission from the Board, render services of any professional nature to or for any person, firm or entity for remuneration other than to the Board and the Institution, and shall absolutely not engage in any activity that may be competitive with and adverse to the interest of the Board or the Institution. The President shall at all times comply with applicable policies of the Board and Institution, and state or federal laws or regulations, governing conflict of interests and commitment, including prompt and proper disclosure(s) of any potential perceived or actual conflict of interest or commitment as may be required. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder, to the extent such conduct does not violate any applicable laws or regulations.
- E) **General Cooperation Covenant.** Without limitation of the obligations specified in this Agreement, applicable Board or University rules, regulations, policies and/or procedures, Dr. Hahn agrees to cooperate fully in any review or investigation involving Board or University matters in which he may possess

pertinent information. The term “cooperate” does not mean Dr. Hahn must provide information favorable to the Board or University, but only that he will make himself reasonably available and provide truthful testimony on matters of which he has personal knowledge. This obligation shall survive the expiration or earlier termination of this Agreement.

III) Total Compensation: Salary, Benefits, and Allowances

A) Base Salary.

- 1) **Annual Salary.** For all services rendered under this Agreement, the President’s annual salary shall be four hundred eighty thousand dollars (\$480,000), less applicable withholding and deductions, payable solely from Institution funds. The annualized salary shall be made in payments pursuant to the Institution’s standard payroll schedule.
- 2) **Salary Adjustments.** The President’s salary shall be reviewed annually. Salary increases are at the sole discretion of the Board, and will be informed in part by an evaluation of the President’s performance in accordance with Board policies.

B) Employee Benefits.

- 1) The President will be eligible to participate in standard benefits available to non-classified employees as set by statute, the Institution, and the Board, and as may change from time to time. Currently, these benefits include health insurance, life insurance, disability, required and voluntary retirement programs, paid holiday, vacation leave, and sick leave, and tuition-assistance education benefits. The University reserves the right to modify, supplement, amend or terminate any benefit plan or program.
- 2) The University will reimburse the President for the amount of premium due for Dr. Hahn's COBRA insurance coverage for the period from July 1, 2026 through July 31, 2026, if health insurance coverage through another employer is not available to him for the month of July 2026.

C) Housing. The President shall have his primary residence in Boise, Idaho. The Institution shall provide the President with an annual housing allowance of nine thousand dollars and zero cents (\$9,000.00) per month as a fringe benefit, paid by the Institution from Institution funds spread evenly in accordance with the University’s standard biweekly payroll cycle. The President shall be personally responsible for providing all upkeep, maintenance, utilities, and insurance required for the residence. Property taxes assessed on the residence shall be the sole personal responsibility of the President.

D) Relocation Allowance. Eligible relocation expenses, including packing, moving, unpacking, and storage, will be reimbursed from Institution Funds in an amount

- up to fifteen thousand dollars (\$15,000), subject to Idaho State Board of Education Policy and Boise State Policy, and are taxable income subject to applicable taxes and withholding. If the President voluntarily resigns within one to three years of receiving relocation expense reimbursement, the President is required to repay the reimbursed relocation expenses to the Institution at the time of the President's resignation.
- E) **Professional Development.** The University shall reimburse the President for appropriate professional development as reasonably judged by the Board President to be of benefit to the University and approved by the Board's Executive Director.
- F) **Automobile.** The Institution shall provide the President with an annual automobile allowance of nine thousand two hundred dollars (\$9,200). The President shall be responsible for acquiring, maintaining, registering, and insuring the automobile.
- G) **Working Facilities.** The President shall be furnished with a private office, administrative assistance and such other facilities and services suitable to the position and adequate for the performance of the duties.
- H) **Expense Reimbursement.** The Institution shall pay for reasonable and necessary expenses incurred in conducting University business, subject to oversight of the Board and appropriate Committees, furnishing of appropriate documentation, and subject to applicable University policies, procedures, standards, and applicable budgets. These include but are not limited to reasonable and necessary travel and entertainment expenses, as further described below, as well as one or more club memberships, as further described below.
- 1) **Travel for the Institution.** The Board agrees to pay for the President's reasonable travel expenses, hotel bills, and other necessary and proper expenses when the President is traveling on Institution business, subject to applicable state laws as well as applicable state, Institution and Board policies regarding travel expenditures and reimbursements. Payments will be made on behalf of the President's spouse only as permitted by the Governing Policies and Procedures of the Board, may not be charged to state funds, and when for a bona fide business purpose and the presence and activities of the spouse are significant and essential (not just beneficial) to further the interests of the Institution.
 - 2) **Official Entertainment.** The Institution shall reimburse the President for reasonable official University-related entertainment expenses. All reimbursements and expenditures shall be funded by the Institution's

public relations account and are subject to applicable State laws and State, Institution, and Board policies regarding use and reimbursement of entertainment expenses.

- 3) **Expense Receipts and Documentation.** The President agrees to maintain and furnish to the Board, upon request, an accounting of expenses provided for in this Agreement in reasonable detail on a quarterly basis.

IV) Faculty Position.

- A) **Faculty Appointment.** The President shall be appointed as President with tenure at the Institution at the rank of full professor, and upon the end of his service as President for any reason other than death or Termination for Cause, entitled to employment in a faculty position in a department within a college at the Institution where the President has the competence and knowledge to teach. The President shall not be additionally compensated as a professor while serving as President. Except as otherwise stated in this Agreement, during his active service as a member of the University's faculty post-presidency, Dr. Hahn's employment shall be governed by the University's policies that apply to all employees and those that apply to faculty members, and not by this Agreement. Dr. Hahn shall state in his resignation notice whether he intends to assume active faculty duties following resignation. If the Board Chair reasonably determines in good faith and with notice to the Board, that Dr. Hahn resigned under circumstances where there exists Cause to terminate Dr. Hahn's Term as President under Section V.C, and even though the Board may not have taken or completed action to terminate, then Dr. Hahn will be deemed to have declined appointment and employment as a faculty member or in any other capacity at the University, regardless of whether the resignation so states.
- B) **Resignation or Retirement.** Absent termination for cause, the President may opt, after resignation or retirement from the presidency, to continue service at the Institution as a paid tenured faculty member, subject to terms to be negotiated at the time such option is exercised. In order to exercise this option, the President shall provide the Board with sixty (60) calendar days' prior written notice. In the event the President exercises this option, the President shall be responsible for all duties applicable to other tenured professors in the applicable college. Upon transition to a faculty appointment, the President's salary and other terms and conditions of faculty employment shall be determined in accordance with the University's applicable faculty compensation policies, procedures, and practices for similarly situated tenured faculty members, taking into account academic discipline, rank, qualifications,

experience, and assigned responsibilities. In the event the Board terminates the President with cause, as provided for in Paragraph V.C, the President shall not be entitled to continued employment as a tenured faculty member of the Institution and may not exercise the option to retreat to a faculty position.

- V) **Termination and Liquidated Damages.** In each circumstance of termination for any reason, the President is entitled to all earned but unpaid Base Salary, any earned but unpaid Annual Incentive, documented and approved expenses yet to be reimbursed, and any vested benefits under benefits plans as of the termination date.
- A) **Resignation by President.** This Agreement may be terminated without cause by the President by giving the Board sixty (60) calendar days advance written notice stating the effective date of such resignation. This Agreement shall terminate on the effective date stated in the notice or on an alternate date mutually agreed upon by the Parties in writing. In no event shall the Board or Institution be liable for the loss of any benefits, losses, damages, including liquidated damages or severance, or income from any sources as a result of such termination.
- B) **Termination without Cause.** This Agreement may be terminated at any time by the Board in delivering to the President written notice of the Board's intent to terminate this Agreement without cause, which notice shall set forth the date of termination and shall be effective ninety (90) calendar days after the date the notice is delivered. The Board agrees to use good faith efforts to dissolve the employment relationship in an honorable and respectful manner and without damage to the President's reputation and the President agrees to not disparage the Institution. To provide the President with an opportunity to pursue other career opportunities, the Board may elect to require that the President assume sabbatical or professional leave status with pay during said ninety (90) calendar day period. In the event of such leave, the President agrees to accept same and, during such time period, to use his best efforts to act in the best interest of the Institution, notwithstanding that he would no longer be actively engaged as its President. The Board may also terminate this Agreement prior to its expiration upon a determination by the Board that a bona fide financial exigency or other extraordinary fiscal emergency exists that materially affects the financial operations of the University. In such event, the President shall be entitled to pay and benefits provided herein as a termination without cause.
- 1) **Liquidated Damages.** If the Board terminates this Agreement without cause within the first three (3) years of the presidency, then the President's employment obligations hereunder shall cease and be terminated, and the Institution shall pay the President, as liquidated damages and not as salary or payroll and not as severance, an amount

equal to one hundred percent (100%) of President's base annual salary for a period of twelve (12) months following the effective date of such termination, which amount shall be prorated to account for reemployment mitigation obligation as further described herein.

- 2) **Payment of Liquidated Damages, if owed:** The Institution shall pay its obligation on a monthly basis prorated for a period of twelve (12) months following the effective date of such termination, and such obligation shall be subject to President's duty to mitigate as set forth below. The President will be entitled to continue the health insurance plan and group life insurance at President's expense for such time permitted under Idaho law from the effective date of termination, but will not be entitled to any other benefits contained herein except as otherwise provided or required by applicable law. In no case shall the Board or Institution be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of the Board's termination of this Agreement without cause.
- 3) **Reasonableness of Liquidated Damages:** The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the Board without cause prior to its natural expiration may cause loss to the President which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the Institution and acceptance thereof by President shall constitute adequate and reasonable compensation to President for the damages and injury suffered.
- 4) **Mitigation of Damages:** If the President obtains new employment during the period during which the Institution is obligated to pay liquidated damages, the President must notify the Board in writing within 14 calendar days of his acceptance of such new employment, and the Institution's financial obligations under this Agreement shall be reduced by the amount of the compensation received by the President from such employment.

C) Termination for Cause.

- 1) The parties agree that the Board may terminate this Agreement at any time without liability for "Cause," which, in addition to its meaning in Idaho State Board of Education Policies and Procedures, Section II.L.3, shall include the following:
 - a) A material breach of this Agreement by the President;

- b) A willful or repeated failure or refusal by the President to substantially perform the duties and responsibilities of the office of President;
 - c) Intentional falsification or misrepresentation of a material fact, fraud, embezzlement, misappropriation of funds or property, breach of fiduciary duty, or other serious misconduct by the President;
 - d) Conduct with constitutes moral turpitude, or that would tend to bring public disrespect, contempt, or ridicule upon the Institution;
 - e) A material violation of any applicable federal, state, or local law or any material violation of Board policy, University policy, or other governing rule or regulation applicable to the President;
 - f) Conduct by the President, whether occurring in the performance of presidential duties or otherwise, that materially impairs the President's ability to perform the duties of office or is reasonably likely to cause substantial reputational harm to the University; or
 - g) Prolonged absence of duty without authorization of the Board, except as otherwise permitted by this Agreement.
- 2) Prior to termination for cause, the Board shall provide the President with written notice of the grounds constituting Cause and a reasonable opportunity, not to exceed thirty (30) days, to cure the deficiency, provided, however, that no opportunity shall be required for conduct involving (1)(c) or any other conduct that is not reasonably susceptible to cure. The existence of Cause shall be determined by the Board acting in good faith and based on substantial evidence. In such event, the President shall not be entitled to Liquidated Damages and no severance shall be due.
- D) Termination Due to Disability.** The Board may terminate this Agreement with seven (7) calendar days written notice setting forth the date of termination following (i) an absence under University's disability benefits program for a consecutive period that exceeds six (6) months, or (ii) upon a determination by a physician retained by the Executive Committee of the Board and approved by the President (or his personal representative) (such approval not to be unreasonable withheld, conditioned, or delayed), that President will be unable to resume duties of President for a period that will exceed six months. In such event, the President shall not be entitled to Liquidated Damages and no severance shall be due.

- E) **Termination Resulting from Death.** This Agreement shall be terminated immediately upon the death of the President. In such event, the President (or his surviving heirs or beneficiaries) shall not be entitled to Liquidated Damages and no severance shall be due.

VI) Miscellaneous Provisions

- A) **Entire Agreement; Modification.** This Agreement constitutes the entire understanding and agreement of the parties hereto and fully supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, including the Term Sheet signed by the parties on June 5, 2026, and cannot be amended, changed or modified unless in writing signed by both parties hereto.
- B) **Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- C) **Governing Law; Forum.** This Agreement and all matters arising from or relating to the subject matter of this Agreement shall be interpreted and construed in accordance with the laws of the State of Idaho, without regard to its conflict of laws. Any legal suit, action or proceeding arising from or relating to the subject matter of this Agreement shall be instituted in the federal or state courts located in Ada County, Idaho, and each party hereby irrevocably and unconditionally submits to the jurisdiction of such courts.
- D) **Signatures; and Counterparts.** This Agreement may be executed in one or more counterparts each of which, when so executed, shall constitute one and the same instrument. Each Party agrees to be bound by its digital or electronic signature (“e-signature”) which evidences an intent to be bound, whether transmitted by fax machine, in the form of an electronically scanned image (e.g. in .pdf form), by e-mail, or by other means of e-signature technology, and each party agrees that it shall accept the signature of the other party transmitted in such a manner.
- E) **Understanding of Agreement.** Both Parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and conditions of this Agreement and its legal effect, that they have had the right to consult their own legal counsel with regard to the Agreement, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms. Therefore, this Agreement shall not be construed against or in favor of either party based upon which party was responsible for drafting the Agreement.

- F) **Waiver.** No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.
- G) **No Assignment.** This Agreement is not assignable but shall be binding upon the heirs, administrators, personal representatives, and successors of both parties.
- H) **Mediation.** The parties agree that any controversy or claim that either party may have against the other arising out of or relating to this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from the employment or termination of employment shall be submitted to non-binding mediation. Within fifteen (15) calendar days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the parties. The mediation will take place in Boise, Idaho. The costs and fees associated with the mediation shall be shared equally by the parties.
- I) **Notices.** All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given upon receipt when hand delivered, upon certified delivery if delivered by registered or certified mail, or when read when delivered electronically by email, to the designated contact for each party, as follows:
- 1) If to Board, to its physical address, with a copy by email to the Executive Director and to board@edu.idaho.gov
 - 2) If to President, to the address on file in the University's Human Resources office or to such other names or addresses as the University or President shall designate in writing.
- J) **Withholding.** All payments under this Agreement, including but not limited to, all taxable fringe benefits, shall be made subject to applicable tax withholding, and the University shall withhold from any payments under this Agreement all federal, state, and local taxes as the University is required to withhold pursuant to any law or government rule or regulation. President shall be solely responsible for all federal, state, and local taxes due with respect to any compensation or benefit received under this Agreement or otherwise by virtue of his relationship or employment with Institution or Board, and President shall consult with his tax advisor with respect to any tax obligations.
- K) **Meaning of Termination; Section 409A Compliance.**
- 1) This Agreement will be interpreted and administered in accordance with the applicable requirements of, and exemptions from, Code § 409A in a manner consistent with Treas. Reg. § 1.409A-1 et seq. To the extent payments and benefits are subject to Code § 409A, this Agreement shall

be interpreted, construed and administered in a manner that satisfies the requirements of (i) Code § 409A(a)(2), (3) and (4), (ii) Treas. Reg. § 1.409A-1 et seq., and (iii) other applicable authority issued by the Internal Revenue Service and the U.S. Department of the Treasury (collectively "Section 409A").

- 2) Where the term "termination of employment" or "termination" or "end" of the Term of Dr. Hahn's service as President or of this Agreement or similar words and phrases describing termination, expiration, or the end of employment or of this Agreement are used in this Agreement, each such term shall include the others. Each such term shall also be read as satisfying the definition of a "separation from service" in Section 409A and shall include the natural end as well as an early end by affirmative action. It is understood that "separation from service" shall be defined as referenced under Treas. Reg. § 1.409A-1(h). For the avoidance of doubt and consistent with the terms of Treas. Reg. § 1.409A-1(h), Dr. Hahn shall be deemed to have separated from service if the bona fide level of services he provides the University is less than fifty percent (50%) of the average monthly level of services provided by Dr. Hahn during his service as President over the thirty-six (36) months immediately preceding his termination of employment as President. Neither Dr. Hahn nor the University has the right to accelerate or defer the delivery of any payments or other benefits except to the extent specifically permitted or required by Section 409A.
- 3) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A. All expenses or other reimbursements paid pursuant to this Agreement that are taxable to Dr. Hahn shall in no event be paid later than March 15 of the calendar year following the calendar year in which Dr. Hahn incurs such expense. With regard to any provision in this Agreement for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit and the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year.

- L) **Property.** Any property (including without limitation documents, records, equipment, and keys) furnished to or created by President incident to his employment as President belongs to the Institution and shall be promptly returned to Institution upon request of the Board, reasonable wear and tear excepted.
- M) **Survivability.** Any provision of this Agreement that by its terms requires performance after the termination or expiration of the Agreement, including but not limited to provisions relating to post-presidency employment of Dr. Hahn by the University or matters upon the end of Dr, Hahn’s service as President or the end of this Agreement, shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date set forth above:

By: Kurt Liebich, President, Idaho State Board of
Education, as Board of Trustees of Boise State
University

Date

By: David Hahn, an individual

Date

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JULY 1, 2026**

TAB	DESCRIPTION	ACTION
1	EDUCATIONAL EXPENSES TEMPORARY PROPOSED RULE	Action Item
2	CTE INDUSTRY HOURS FOR CERTIFICATION TEMPORARY RULE	Action Item

SUBJECT

Educational Expenses Temporary Proposed Rule

BACKGROUND

During the 2026 Legislative Session, House Bill 624 (2026) established requirements related to the use of supplemental learning funds for educational expenses in virtual schools, including a requirement for the State Board of Education to promulgate administrative rule.

The Idaho State Board of Education, in collaboration with the Idaho State Department of Education, developed a draft rule to address these requirements. Though a temporary rule does not require negotiated rulemaking, Board staff has engaged stakeholders in the process. In May, the Idaho State Board of Education met with virtual school leaders who are already providing supplemental learning funds to families to discuss the rule's approach and share any questions and concerns. This was followed by the release of a draft redline rule and an additional public meeting to receive comment on the draft rule.

PROPOSAL

The proposed temporary rule in docket 08-0203-2603 amends IDAPA 08.02.03 to add Section 129 establishing a framework for eligible educational expenses for virtual schools.

The rule includes the following key components:

- Establishes eligibility standards for educational expenses aligned to Idaho content standards and participation in virtual courses;
- Identifies categories of eligible educational expenses, including instructional materials, technology, and course-related supports;
- Provides guardrails for ineligible expenses to ensure appropriate use of supplemental learning funds;
- Requires direct payment to vendors, with limited reimbursement provisions consistent with statute;
- Establishes expectations for oversight and compliance, including audit authority and potential recovery, withholding, or adjustment of funds for non-compliance.

As a temporary proposed rule, this action provides immediate guidance for implementation while allowing for additional refinement during the rulemaking process.

IMPACT

Approval of the proposed temporary rule will allow the rule to take effect on August 5, 2026, which will provide virtual schools with clear guidance for the distribution of supplemental learning funds during the 2026–2027 school year.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JULY 1, 2026

This action will also initiate the proposed rulemaking process, allowing for public comment and further refinement before adoption as a final rule. The Board Office intends to hold an additional public meeting in October, and it will bring the pending rule to the Board in November.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has sought feedback from partnering agencies and stakeholder groups about docket 08-0203-2603. The temporary proposed rule allows expenses aligned to the academic content standards and in support of student learning while establishing guardrails that minimize misuse of funds.

While the temporary rule will be in place for the 2026-2027 school year, Board staff is committed to continuing to communicate with stakeholders regarding the rule as it simultaneously moves forward through the proposed and pending rule process.

ATTACHMENTS

Attachment 1 – 08-0203-2603 Notice of Rulemaking

Attachment 2 – 08-0203-2603 Temporary Proposed Rule Redline

Attachment 3 – 08-0203-2603 Public Comment Summary

BOARD ACTION

I move to approve the temporary proposed rule, Docket No. 08-0203-2603, pertaining to eligible educational expenses for virtual schools.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE OR POLICY

Idaho Code Sections §33-1612, §33-1619, §33-5202A, §33-5206

IDAPA 08.02.03

REFERENCE

April 2021

House Bill 175 (2021) established the definition of virtual and hybrid instruction in Idaho Code, providing the foundation for virtual instruction referenced in rule.

April 2026

House Bill 624 (2026) directs the State Board of Education to promulgate rules governing eligible educational expenses for virtual schools.

Notice of Temporary and Proposed Rule with Hearing Scheduled

IDAPA 08 – STATE BOARD OF EDUCATION

08.02.03 – RULES GOVERNING THOROUGHNESS

DOCKET NO. 08-0203-2603 (OARC will assign)

NOTICE OF RULEMAKING - TEMPORARY AND PROPOSED RULE

GOVERNOR’S STATEMENT:

An earlier effective date prior to legislative review is required in accordance with the provisions of Idaho Code Section 67-5226(2)(b) because it is necessary to comply with governing law.

EFFECTIVE DATE: The effective date of the temporary rule is August 5, 2026.

AUTHORITY: In compliance with Idaho Code Sections 67-5221(1) and 67-5226 notice is hereby given that this agency has adopted a temporary rule and proposed regular rulemaking procedures have been initiated. The action is authorized pursuant to Idaho Code Sections [33-116](#), [33-118](#), [33-1612](#), [33-1619](#), [33-5202A](#), and [33-5206](#).

PUBLIC HEARING SCHEDULE: Public hearing concerning this rulemaking will be held as follows:

<p>Tuesday, October 20, 2026 9:00 a.m. (MT)</p>
<p>In Person 650 W State St. Boise, ID 83702 3rd Floor, OSBE Conference Room</p>
<p>Zoom: https://us02web.zoom.us/j/84706719357 Meeting ID: 847 0671 9357</p>

The hearing site(s) will be accessible to persons with disabilities. Requests for accommodation must be made not later than five (5) days prior to the hearing, to the agency address below.

DESCRIPTIVE SUMMARY: The following is the required finding and concise statement of its supporting reasons for adopting a temporary rule and a nontechnical explanation of the substance and purpose of the proposed rulemaking:

The State Board of Education is adopting a temporary proposed rule to implement House Bill 624 (2026), which establishes requirements related to the oversight of supplemental learning funds by virtual schools.

The rule establishes a framework for determining eligible educational expenses to support student participation in virtual instruction. It defines eligibility standards aligned to Idaho content standards, identifies categories of allowable educational expenses, and establishes limitations on non-allowable uses.

The rule also clarifies processes for virtual schools, including direct payment to vendors, the determination of eligible expenses, and expectations for documentation and oversight.

As a temporary rule, this action provides immediate guidance and consistency for implementation while allowing for additional refinement through the rulemaking process.

FISCAL IMPACT: The following is a specific description, if applicable, of any negative fiscal impact on the state general fund greater than ten thousand dollars (\$10,000) during the fiscal year: **NA**

NEGOTIATED RULEMAKING: Pursuant to Idaho Code Section 67-5220(2), negotiated rulemaking was not formally conducted, and a Notice of Intent to Promulgate Rules for negotiated rulemaking was not published.

However, the State Board of Education engaged in informal stakeholder outreach during development of the rule. A public stakeholder meeting was held on June 9, 2026, to solicit feedback on the draft rule, and written comments were accepted as part of the rulemaking process.

INCORPORATION BY REFERENCE: Pursuant to Idaho Code Section 67-5229(2)(a) the following is a brief synopsis of why the materials cited are being incorporated by reference into this rule: **NA**

ASSISTANCE ON TECHNICAL QUESTIONS, SUBMISSION OF WRITTEN COMMENTS: For assistance on technical questions concerning the temporary and proposed rule, contact Nicholas Wagner at rules@edu.idaho.gov, 208-488-7586.

Anyone may submit written comments regarding this proposed rulemaking. All written comments must be directed to the undersigned and must be delivered on or before October 28, 2026.

DATED this 5th day of August 2026.

Nicholas Wagner
Administrative Rules Coordinator, Idaho State Board of Education
650 W State St., PO Box 83720, Boise, ID 83720-0037
Phone: (208)488-7586; Fax: (208)334-2632

08.02.03 – RULES GOVERNING THOROUGHNESS

000. LEGAL AUTHORITY.

Article IX, Section 2 of the Idaho Constitution and Sections 33-116, 33-118, ~~and 33-1612~~, 33-1619, 33-5202A, and 33-5206 Idaho Code. (7-1-26)

001. SCOPE.

These rules govern the thorough education of all public school students in Idaho. (3-15-22)

002. -- 003. (RESERVED)

(BREAK IN CONTINUITY OF SECTIONS)

128. CURRICULAR MATERIALS SELECTION AND ONLINE COURSE APPROVAL (SECTIONS 33-118; 33-118A, IDAHO CODE).

The State Board of Education will appoint a committee to select curriculum materials. Committee appointments will be for a period of five (5) years. Committee appointments shall consist of not less than ten (10) total members from the following stakeholder groups: certified Idaho classroom teachers, Idaho public school administrators, Idaho higher education officials, parents, trustees, local board of education members, members of the Division of Career Technical Education, and State Department of Education personnel. The Executive Secretary will be an employee of the State Department of Education and will be a voting member of the committee. The State Department of Education shall charge publishers submission fees of sixty dollars (\$60) or equal to the retail price of each, whichever is greater, to defray the costs incurred in the curricular material review and adoption process. (3-23-22)

01. **Subject Areas.** Curricular materials are adopted by the State Board of Education for a period of six (6) years in the following subject areas: reading, English, spelling, speech, journalism, languages other than English, art, drama, social studies, music, mathematics, business education, career education and counseling, vocational/technical education, science, health, physical education, handwriting, literature, driver education, limited English proficiency. (3-23-22)

02. **Multiple Adoptions. Multiple adoptions are Made in Each Subject Area.** (3-23-22)

03. **Bids.** Each publisher must deliver, according to the committee schedule, a sealed bid on all curricular materials presented for adoption. (3-23-22)

04. **Depository.** The State Board will appoint a depository for the state-adopted curricular materials. Resource materials are a local option. (3-23-22)

05. **Local Policies.** School districts will follow their own policies for adoption in subject areas offered by a school district for which materials are not covered by the state curriculum materials committee. (3-23-22)

06. **Online Course Review and Approval Process.** The State Department of Education shall administer the review and approval of online course providers and courses. Reviewers shall be certified Idaho classroom teachers. Online course providers are approved for a period of four (4) years. The State Department of Education shall charge online course providers submission fees based on the number of courses offered, not to exceed the actual costs incurred in the online course and course provider review and approval process. (3-23-22)

129. SUPPLEMENTAL LEARNING FUNDS: ELIGIBLE EDUCATIONAL EXPENSES FOR VIRTUAL SCHOOLS ()

01. **Purpose.** The purpose of this rule is to establish uniform criteria for virtual schools to utilize supplemental learning funds for eligible educational expenses, as needed by public school students to engage with the virtual school, including general and elective online courses, and in alignment with Idaho content standards and appropriate use of public funds. ()

02. Definitions. For purposes of this section, “supplemental learning funds” and “eligible educational expenses” use the definitions provided in Section 33-5206(8)(m), Idaho Code. ()

a. Instructional materials. Items necessary for the delivery and assessment of instruction, including but not limited to curricular materials as defined in Section 33-188A, Idaho Code, consumable materials, manipulatives, and portable instructional equipment. ()

b. Technological equipment and services. Hardware, software, digital tools, connectivity and related services that are primarily used to access, participate in, support, deliver, or complete virtual education. ()

c. Accessibility resources. Any item or service needed to address accommodations outlined in a student’s individual educational program or section 504 plan, including but not limited to equipment, technology, and therapies provided by a licensed therapist, beyond what is outlined in the student’s individual education program or Section 504 plan. ()

d. Portable instructional eif.Direct payment. Payment made directly from a virtual school to a vendor to cover the cost of an educational expense related to an online course previously deemed eligible by meeting the requirements set forth in this rule. ()

g. Vendor. A business registered with the Idaho Secretary of State or having a federal EIN number that provides an item or service. The parent or guardian of the student for whom supplemental funds are used is prohibited from acting as a vendor for purposes of this rule. ()

h. Online course. A course of study delivered through virtual instruction, as defined in Section 33-1612(1)(c), Idaho Code, for which a student may earn credit and for which an individual certified to teach in Idaho and endorsed in the relevant content area oversees student progress and determines successful course completion. ()

i. Home district. The traditional, public school district a student is assigned to based on their address. ()

03. General Eligibility Standard ()

a. Required for Online Course Participation. Expenses for online courses are eligible for purchase by virtual schools if: ()

i. The course is aligned to Idaho content standards; or ()

ii. Is necessary for the student to receive educational instruction in an online course; or ()

iii. Provides an accommodation or support based on an established individual education program or section 504 plan beyond the minimum provision required of the school under the Individuals with Disabilities Education Act (IDEA). ()

iv. An expense that has qualified based on 03.a.i or 03.a.ii or 03.a.iii must also be:

(1) fully covered by direct payment to a vendor or reimbursement for internet access; and ()

(2) reasonably necessary and proportionate to the educational objectives. ()

b. Burden of Determination. Prior to directly payment of a requested item or service or reimbursing for internet access, the virtual school shall determine that each requested item meets the criteria in subsection 129.03. ()

- 04. Eligible Educational Expenses.** Each of the following requested items or services are eligible educational expenses if the criteria outlined in subsection 129.03 has been met. ()
- a. Instructional Materials, including but not limited to: ()
 - i. Curricular materials as defined in Section 33-118A, Idaho Code ()
 - ii. Textbooks; ()
 - iii. Art supplies (e.g., paper, paint, drawing materials); ()
 - iv. Basic laboratory science or project supplies. ()
 - b. Portable Instructional Equipment, including but not limited to: ()
 - i. Physical education equipment (e.g., jump ropes, resistance bands, balls); ()
 - ii. Entry-level musical instruments; ()
 - iii. Robotics or microcontroller kits used in computer science coursework. ()
 - c. Technological equipment and services, including but not limited to: ()
 - i. Laptop computers, printers, headphones, or other hardware as required for participation in virtual instruction or completion of assignments. ()
 - ii. Educational software, applications, or online educational program subscriptions or licenses with a user limit aligned to the number of enrolled students. ()
 - iii. Monthly fees to an internet service provider and/or purchase or rental of a modem, router, hotspot device, or Wi-Fi extender. ()
 - d. Fees for national standardized assessments: SAT, ACT, AP, IB, and industry-recognized certification exams. ()
 - e. Accessibility resources and the following therapies if not provided by the school through an individual education program or 504 plan. ()
 - i. Speech / language therapy ()
 - ii. Occupational therapy ()
 - iii. Physical therapy ()
 - iv. Vision therapy ()
 - v. Audiology services ()
 - f. Expanded Learning Opportunities ()
 - i. Elective course expenses where the topic is aligned to elective courses offered by the student's home district or as listed in 05. ()
 - ii. Field trip costs to a government owned or managed museum, historical site, or facility provided that the visit can be tied directly to grade-specific content standards. Field trip costs paid directly by the virtual

school may not exceed the costs of the students enrolled in the grade level that satisfies the content standards eligibility requirement. ()

05. Subject-Specific Application ()

a. Career-technical education. Costs or services in alignment with a career technical education pathway or standards pursuant to Idaho Code section 33-2202. Eligible expenses include basic tools and supplies required for coursework. Industrial or professional-grade equipment is ineligible. ()

b. Physical education. Eligible expenses are limited to portable instructional equipment necessary to demonstrate movement, fitness, and skill-based outcomes. Expenses for participation in specific recreational activities are ineligible unless deemed eligible for course credit as provided in 5.c.iii. ()

c. Performing and fine arts. Eligible expenses include consumable supplies and basic tools necessary for creation of student work. Studio equipment or professional-grade tools are ineligible. ()

d. Computer science and technology. Eligible expenses include software and entry-level hardware necessary to participate in virtual education. High-end personal computing systems are ineligible unless required for course delivery. ()

e. World languages. Eligible expenses include instructional texts, workbooks, software, and language tutoring. Experiential activities such as travel or immersion programs are ineligible. ()

06. Ineligible Expenses. The following expenses are not eligible to use supplemental learning funds: ()

a. Any item, service, or cost provided by the school district or school. ()

b. Travel costs; ()

c. Expenditures for recreational access or entry, included but not limited to: ()

i. Ski passes or lift tickets; ()

ii. Memberships to gyms, studios, or recreational facilities; ()

iii. Fees for participation in sports, camps, or recreational events unless necessary to receive course credit. The exemption may only be applied to participation in a single event per semester. ()

d. Entry or tickets for an event or activity unless deemed eligible pursuant 04.g.ii. ()

e. Personal infrastructure. Including but not limited to: ()

i. Home gym equipment (e.g., treadmills, weight benches, squat racks); ()

ii. Recreational structures (e.g., trampolines, basketball hoops, climbing structures); ()

iii. Permanent or semi-permanent installations, excluding one-time reimbursement for the cost of internet connectivity installation. ()

f. Professional or hobby equipment. Including but not limited to: ()

i. High-end or professional-grade equipment exceeding average market value relative to educational use. ()

ii. Specialized equipment tied to a specific hobby or sport not required to meet course outcomes.
()

07. **Decision Guidance.** The State Department of Education may develop and release guidance to support virtual schools in determining the eligibility of items or services submitted for direct purchase or reimbursement. ()

08. **Implementation and Oversight** ()

a. Each virtual school shall establish internal procedures to review, approve, and audit direct payment and reimbursement of eligible educational expenses consistent with this rule. ()

i. Each virtual school shall develop a process and requirements for verifying the accuracy of invoices and receipts submitted for direct payment or reimbursement. At a minimum, invoices and receipts must be printed and include the name and address of the vendor, date of purchase or date of service, amount, and item or service description. Invoices for services must also include the name of the student or parent or guardian.
()

b. The State Board of Education, State Department of Education or an authorized state agency may audit expenditures for compliance with Sections 33-1619, 33-5202A, and 33-5206, Idaho Code, and this rule.
()

i. Findings of an audit or compliance review may result in recovery, withholding, or adjustment of supplemental learning funds by the State. ()

130-- 139. (RESERVED)

(BREAK IN CONTINUITY OF SECTIONS)

2026 OSBE Temporary Rule – Educational Expenses - Public Comment Summary

Summary of Comments

Rules Governing Thoroughness 08.0203.2603

Rulemaking Summary:

The temporary proposed rule establishes a framework for how virtual schools may use supplemental learning funds for eligible educational expenses, as required by House Bill 624.

Specifically, the rule:

- Defines eligibility standards to ensure expenses are aligned to Idaho content standards and support participation in an online course;
- Identifies broad categories of allowable expenses, including instructional materials, technology, and course-related supports;
- Establishes guardrails by outlining ineligible expenses, such as personal infrastructure, travel, and recreational costs not tied to course credit;
- Emphasizes direct payment to vendors as the primary method for purchasing approved expenses;
- Clarifies responsibilities and processes for virtual schools in determining and documenting eligibility; and
- Provides for state oversight, including audit authority and potential recovery, withholding, or adjustment of funds for non-compliance.

As a temporary rule, this framework is intended to provide immediate guidance and consistency for implementation, while allowing for further refinement through the rulemaking process.

Public Comment (1) – Hailey Sweeten

The commenter expressed general support for providing guidelines to assist districts in implementing allowable educational expenses. However, the commenter raised concerns that portions of the rule may be overly restrictive and could limit student and parent choice in virtual school settings.

Specifically, the commenter indicated opposition to restrictions on gym memberships, noting that students in traditional brick-and-mortar schools often have access to physical education facilities at no cost. The commenter also expressed concerns regarding limitations on student

participation in events and activities, suggesting that such restrictions may create inconsistency in access to educational opportunities between virtual and in-person students.

Overall, the commenter emphasized the importance of maintaining equitable access to educational resources and experiences for virtual school students.

Public Comment (2) – Sherrilynn Bair

The commenter expressed agreement with prior testimony regarding concerns about restrictions within the rule. The commenter indicated opposition to the exclusion of certain expenses, including entry fees and access to gym or fitness memberships, noting the perceived importance of these resources for student participation and engagement.

Additionally, the commenter raised questions regarding curricular flexibility, specifically expressing concern about the absence of an approved list of curricular options associated with eligible educational expenses. The commenter suggested that additional clarity or structure in this area may be beneficial.

Overall, the commenter emphasized concerns related to access, flexibility, and consistency in allowable educational expenses.

Public Comment (3) – Jeff Simmons (email)

The commenter provided written feedback regarding the definition of “online course” in Subsection 129.02.i. The commenter raised a concern about the level of instructional involvement required for a course to qualify under the rule.

Specifically, the commenter questioned whether the current language establishes sufficient expectations for the proportion of instruction delivered by a certified Idaho instructor. The commenter noted that, as written, a course could potentially qualify even if the instructor provides only a minimal portion of the instruction, and suggested that additional clarity regarding the level or percentage of instructor involvement may be warranted.

Public Comment (4) – Katie Wheeler (email)

The commenter expressed appreciation for the opportunity to provide input and emphasized support for the rulemaking process and continued engagement with stakeholders.

The commenter provided several recommendations intended to increase flexibility and clarity in the proposed rule, while maintaining alignment with the intent of House Bill 624. Key themes included:

- Vendor Definition: The commenter requested clarification or flexibility for sole proprietors who may not have a federal EIN, particularly in rural areas where individuals providing services (e.g., music instruction) may operate without a formal business entity.
- Online Course Definition: The commenter proposed expanding the definition of “online course” to allow for a broader instructional model, including self-paced or third-party platforms, provided an Idaho-certified teacher oversees instruction, monitors student progress, and determines whether course credit requirements are met.
- Physical Education: The commenter recommended revising language to allow greater flexibility for physical education-related expenses, including participation in activities that support documented learning objectives or align with academic standards, rather than limiting eligibility strictly to portable equipment or credit-based participation.
- Expanded Learning Opportunities / Electives: The commenter supported inclusion of elective-related expenses and suggested clarifying that such expenses should be tied to documented learning outcomes and approved course objectives aligned with Idaho content standards.
- Recreational and Event-Related Expenses: The commenter proposed modifications to ineligible expense language to better distinguish between purely recreational activities and educationally relevant events. Specifically, the commenter recommended allowing participation fees for activities such as competitions, performances, and exhibitions when tied to coursework or learning objectives, while continuing to exclude general recreation, entertainment, and non-instructional activities.

Overall, the commenter emphasized the importance of maintaining flexibility in the rule to support diverse instructional approaches, particularly in virtual and rural settings, while ensuring funds are used for legitimate educational purposes.

Overall Summary of comments

Public comments generally reflected support for establishing clear guidance for the use of supplemental learning funds, along with a consistent theme emphasizing the importance of maintaining flexibility in how eligible educational expenses are defined and applied.

A primary area of feedback focused on balancing flexibility and guardrails within the rule. Several commenters expressed concern that certain provisions may be overly restrictive, particularly in areas such as physical education, participation in events or activities, and access to resources such as gym memberships. Commenters noted that these restrictions may limit student choice and create perceived inequities between virtual and traditional brick-and-mortar school settings.

Another common theme was the need for clarity in definitions and implementation, including the definition of “online course,” expectations for instructional oversight by certificated teachers, and the role of vendors. Commenters suggested that additional clarity or flexibility in these areas could help ensure the rule accommodates a range of instructional models, including self-paced and third-party learning environments.

Commenters also emphasized the importance of recognizing diverse educational experiences, including elective coursework, career technical education, and participation in competitions, performances, and other activities tied to instructional objectives. Feedback suggested that the rule should distinguish between purely recreational activities and those that support documented learning outcomes aligned with Idaho content standards.

SUBJECT

CTE Industry Hours for Certification Temporary Rule

BACKGROUND

During the 2026 session, House Bill 832 removed industry experience hour requirements for certain Career Technical Education (CTE) certification pathways from Idaho Code. As the repeal of hours moved through the statutory process, it became clear that the Legislature’s intent was to give the Board the responsibility for establishing required experience hours that are industry specific. However, the existing administrative rule still includes the same hour requirements that were removed from statute, creating a misalignment between statute and rule.

Certification decisions for the upcoming school year must be made using current law. Updates to administrative rule are necessary to ensure certification requirements are applied in alignment with statutory changes.

PROPOSAL

The temporary rule proposed in docket 08-0202-2604 removes numerically-specific industry hours requirements within CTE certification and endorsement provisions. The revisions eliminate fixed-hour thresholds, and they update the language to allow the Board to set industry-specific experience requirements.

The changes align rule with House Bill 832 (2026) and support certification pathways that reflect current industry standards and workforce needs.

IMPACT

Approval of the proposed temporary rule will allow the rule to take effect prior to the start of the 2026–2027 school year, providing alignment between administrative rule and statutory changes enacted in House Bill 832 (2026).

The updates ensure that certification decisions for the upcoming school year are made under current law by removing outdated experience hour requirements and allowing experience qualifications to align with industry standards.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff developed the Docket 08-0202-2604 in partnership with the Division of Career Technical Education. In addition to the temporary rule, these changes will be integrated into a proposed rule docket which will be brought to the Board in August.

Board staff recommends approval.

ATTACHMENTS

Attachment 1 – 08-0202-2604 Notice of Temporary Rulemaking
Attachment 2 – 08-0202-2604 Temporary Rule Redline

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JULY 1, 2026**

BOARD ACTION

I move to approve the temporary proposed rule, Docket No. 08-0202-2604, pertaining to CTE Industry Hours for Certification.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE OR POLICY

Idaho Code Sections §33-1612, §33-1619, §33-5202A, §33-5206
IDAPA 08.0202.015 and 08.0202.021

REFERENCE

March 2022	Pending rule 08-0202-2201 was approved by the Legislature, which streamlined and clarified certification requirements for certificated staff.
April 2026	Pending rule 08-0202-2501 was approved by the Legislature, which revised career technical education certification provisions, including adding the term “standard” to the CTE administrative certificate.
April 2026	Signed HB832 (2026) removed prescriptive experience hour requirements for certain career technical education certification pathways and directed the Board to establish requirements aligned with industry standards.

Temporary Rulemaking Notice

IDAPA 08 – STATE BOARD OF EDUCATION

08.02.03 – RULES GOVERNING UNIFORMITY

DOCKET NO. 08-0202-2604 (*OARC will assign*)

NOTICE OF RULEMAKING - ADOPTION OF TEMPORARY RULE

GOVERNOR'S STATEMENT:

An earlier effective date prior to legislative review is required in accordance with the provisions of Idaho Code Section 67-5226(2)(b) because it is necessary to comply with governing law.

EFFECTIVE DATE: The effective date of the temporary rule is August 5, 2026.

AUTHORITY: In compliance with Idaho Code Sections 67-5226 notice is hereby given this agency has adopted a temporary rule. The action is authorized pursuant to Idaho Code Sections [33-105](#), [33-107](#), [33-116](#), and [33-1612](#).

DESCRIPTIVE SUMMARY: The following is the required finding and concise statement of its supporting reasons for adopting a temporary rule:

This temporary rule updates provisions within IDAPA 08.02.02 related to Career Technical Education certification requirements. House Bill 832 (2026) removed prescriptive experience hour requirements for certain CTE certification pathways from Idaho Code. Existing administrative rule still includes these requirements, creating a misalignment between statute and rule.

This rule removes references to Board established experience hour requirements within certification and endorsement provisions to ensure consistency with governing law. These revisions eliminate outdated prescriptive hour thresholds and allow experience qualifications to be based on industry experience, certification, or other Division-approved measures consistent with statutory direction.

Implementation of this temporary rule is necessary to ensure that certification decisions for the upcoming school year are made under current law and do not rely on requirements that are no longer authorized in statute.

ASSISTANCE ON TECHNICAL QUESTIONS: For assistance on technical questions concerning the temporary rule, contact Nicholas Wagner at rules@edu.idaho.gov, 208-488-7586.

DATED this 5th day of August 2026.

Nicholas Wagner
Administrative Rules Coordinator, Idaho State Board of Education
650 W State St., PO Box 83720, Boise, ID 83720-0037
Phone: (208)488-7586; Fax: (208)334-2632

08.02.02 – RULES GOVERNING UNIFORMITY

000. LEGAL AUTHORITY.

Article IX, Section 2 of the Idaho Constitution and Sections 33-105, 33-107, 33-116, and 33-1612, Idaho Code. (7-1-26)

001. SCOPE.

Uniform standards and governance by the State Board of Education pertinent to Teacher Certification, School Facilities, Accreditation, Transportation, School Release Time, Driver's Education and Juvenile Detention Centers. (3-15-22)

(BREAK IN CONTINUITY OF SECTIONS)

015. IDAHO EDUCATOR CREDENTIAL.

All standard educator certificates are valid for five (5) years and are renewable, subject to the applicable renewal requirements set by the State Board of Education (SBOE) and any applicable conditions applied to an individual's certificate by the professional standards commission. (7-1-26)

01. Standard Instructional Certificate. A Standard Instructional Certificate makes an individual eligible to teach all grades, subject to the grade ranges and subject areas of the valid endorsement(s) attached to the certificate. A standard instructional certificate may be issued to any person who has a baccalaureate degree or higher from an accredited college or university and who meets the following requirements or successfully completes an interim certificate requirements: (4-6-23)

a. Minimum Credit Hours. Earned a minimum of twenty (20) semester credit hours in the philosophical, psychological, methodological foundations, instructional technology, and in the professional subject matter of education, which shall include demonstration of competencies as specified in the Idaho comprehensive literacy plan; and (3-15-22)

b. Student Teaching. Complete a minimum of ten (10) undergraduate or six (6) graduate semester credit hours, of student teaching; and (3-15-22)

c. Complete a state board approved educator preparation program and receive an institutional recommendation from the program specifying the grade ranges and subjects for which the applicant is eligible to receive an endorsement; (4-6-23)

i. To receive endorsement in two (2) fields of teaching, preparation must consist of completion of at least thirty (30) semester credit hours in one (1) field of teaching, and completion of at least twenty (20) semester credit hours in a second field of teaching. (3-15-22)

ii. To receive endorsement in (1) field of teaching, preparation must consist of completion of at least forty-five (45) semester credit hours in a single subject area; (3-15-22)

d. Meet or exceed the state qualifying score on the state board approved content area and pedagogy assessments. (4-6-23)

02. Standard Pupil Service Staff Certificate. Persons who serve as school counselors, school psychologists, school social workers, and school nurses are required to hold the Standard Pupil Service Staff Certificate, with the respective endorsement(s) for which they qualify. Persons who serve as a speech-language pathologist, school audiologist, occupational therapist, or physical therapist may be required, as determined by the local educational agency, to hold a Standard Pupil Service Staff Certificate with respective endorsements for which they qualify. (4-6-23)

a. School Counselor Endorsement. To be eligible for a School Counselor endorsement, a candidate must have satisfied the following requirements. (3-15-22)

i. Hold a master's degree and provide verification of completion of an approved program of graduate study in school counseling, including sixty (60) semester credits, from a college or university approved by the Idaho SBOE or the state educational agency of the state in which the program was completed. The program must include successful completion of seven hundred (700) clock hours of supervised field experience, seventy-five percent (75%) of which must be in a K-12 school setting. This K-12 experience must be in each of the following levels: elementary, middle/junior high, and high school. Previous school counseling experience may be considered to help offset the field experience clock hour requirement; and (7-1-26)

ii. An institutional recommendation is required for a School Counselor endorsement. (3-15-22)

b. School Counselor – Basic Endorsement. (3-15-22)

i. Individuals serving as a school counselor pursuant to [Section 33-1212, Idaho Code](#), shall be granted a School Counselor – Basic endorsement. The endorsement is valid for five (5) years or until such time as the holder no longer meets the eligibility requirements pursuant to [Section 33-1212, Idaho Code](#). (3-15-22)

ii. Individuals who received their endorsement pursuant to [Section 33-1212, Idaho Code](#), prior to July 1, 2018, will be transitioned into the School Counselor – Basic endorsement. Renewal date will remain the same as the initial credential. (3-15-22)

c. School Psychologist Endorsement. The renewal credit requirement may be waived if the applicant holds a current and valid National Certification for School Psychologists (NCSP) offered through the National Association of School Psychologists (NASP). To be eligible for a school psychologist endorsement, a candidate must complete a minimum of sixty (60) graduate semester credit hours which must be accomplished through one (1) of the following options: (3-15-22)

i. Completion of an approved thirty (30) semester credit hour master's degree in education or psychology and completion of an approved thirty (30) semester credit hour School Psychology Specialist Degree program, and completion of a minimum of twelve hundred (1,200) clock-hour internship within a local education agency under the supervision of the training institution and direct supervision of a certificated school psychologist; (3-15-22)

ii. Completion of an approved sixty (60) semester credit hour, master's degree program in School Psychology, and completion of a minimum of twelve hundred (1,200) clock-hour internship within a local education agency under the supervision of the training institution and direct supervision of a certificated school psychologist; (3-15-22)

iii. Completion of an approved sixty (60) semester credit hour, School Psychology Specialist degree program which did not require a master's degree as a prerequisite, with laboratory experience in a classroom, which may include professional teaching experience, student teaching or special education practicum, and completion of a minimum twelve hundred (1,200) clock-hour internship within a local education agency under the supervision of the training institution and direct supervision of a certificated school psychologist; and (3-15-22)

iv. Earn a current and valid National Certification for School Psychologists (NCSP) issued by the National Association of School Psychologists (NASP). (3-15-22)

d. Interim Certificate – School Psychologist Endorsement. This certificate will be issued to those who do not meet the educational requirements but hold a master's degree or higher in psychology and are working toward a standard pupil service staff certificate with school psychologist endorsement. This certificate will be issued for three (3) years while the applicant is meeting the educational requirements or obtaining the applicable experience leading to certification. If the educational requirements cannot be met within the three (3)-year time frame of the certificate, the employing LEA may request one (1)-time renewal of this interim certificate for the applicant. (3-15-22)

e. School Nurse Endorsement. To be eligible for a school nurse endorsement, a candidate must complete one (1) of the following options: (3-15-22)

i. Possess a valid professional nursing (RN) license issued by the Idaho State Board of Nursing, and a baccalaureate degree in nursing, education, or a health-related field from an accredited institution. (3-15-22)

ii. Possess a valid professional nursing (RN) license issued by the Idaho State Board of Nursing; have two (2) years of full-time (or part-time equivalent) school nursing, community health nursing, or any other area of pediatric, adolescent, or family nursing experience. (3-15-22)

f. Interim Certificate - School Nurse Endorsement. This certificate will be issued to those who do not meet the educational and/or experience requirements but who hold a valid professional nursing (RN) license in Idaho. This non-renewable certificate will be issued for three (3) years while the applicant is meeting the educational or experience requirements. (3-15-22)

g. Speech-Language Pathologist Endorsement. To be eligible for a speech-language pathologist endorsement, a candidate must possess a master's degree from an accredited college or university in a speech/language pathology program approved by the SBOE. The renewal credit requirement may be waived if the applicant holds a current and valid Certificate of Clinical Competence in Speech-Language Pathology offered through the American Speech-Language-Hearing Association and/or a current and valid speech-language pathologist license issued by the appropriate Idaho state licensing board. (7-1-26)

h. Interim Certificate - Speech-Language Pathologist Endorsement. This certificate will be issued to those who do not meet the educational requirements but hold a baccalaureate degree in speech-language pathology and are pursuing a master's degree. This certificate will be issued for three (3) years while the applicant is meeting the educational requirements. If the educational requirements cannot be met within the three (3)-year timeframe of the certificate, the employing LEA may request one (1)-time renewal of this interim certificate for the applicant if the applicant holds a valid occupational license or is supervised by a speech-language pathologist with a standard pupil service certificate. (3-15-22)

i. Audiology Endorsement. To be eligible for an audiology endorsement, a candidate must possess a master's degree from an accredited college or university in an audiology program approved by the SBOE. The renewal credit requirement may be waived if the applicant holds a current and valid Certificate of Clinical Competence in Audiology offered through the American Speech-Language-Hearing Association and/or a current and valid audiologist license issued by the appropriate Idaho state licensing board. (7-1-26)

j. School Social Worker Endorsement. To be eligible for a school social worker endorsement, a candidate must meet the following requirements: (3-15-22)

i. A master's degree in social work (MSW) from a postsecondary institution accredited by an organization recognized by the SBOE. The program must be currently approved by the state educational agency of the state in which the program was completed; and (7-1-26)

ii. An institutional recommendation from a state board approved program; and (3-15-22)

iii. The successful completion of a school social work practicum in a preschool through grade twelve 12 (Pre-K-12) setting. Post-LMSW extensive experience working with children and families may be substituted for the completion of a school social work practicum in a Pre-K-12 setting; and (3-15-22)

iv. A current and valid social work license pursuant to [chapter 32, title 54, Idaho Code](#), and the rules of the State Board of Social Work Examiners. (3-15-22)

k. Occupational Therapist Endorsement. To be eligible for an occupational therapist endorsement, a candidate must have a current and valid occupational therapy license issued by the Occupational Therapy Licensure Board of Idaho. The candidate must maintain current and valid occupational therapy licensure for the endorsement to remain valid. (3-15-22)

l. Physical Therapist Endorsement. to be eligible for a physical therapist endorsement a candidate

must have a current and valid physical therapy license issued by the Idaho Physical Therapy Licensure Board. The candidate must maintain current and valid physical therapy licensure for the endorsement to remain valid. (3-15-22)

03. Standard Administrator Certificate. Persons who serve as superintendent, director of special education, secondary school principal, or principal of an elementary school with eight (8) or more teachers (including the principal), or are assigned to conduct the summative evaluation of certified staff are required to hold an Administrator Certificate. The certificate may be endorsed for service as school principal, superintendent, or director of special education. Assistant superintendents are required to hold the Superintendent endorsement. Assistant principals or vice-principals are required to hold the School Principal endorsement. Directors of special education are required to hold the Director of Special Education endorsement. Possession of an Administrator Certificate does not entitle the holder to serve as a teacher at a grade level for which the educator is not qualified or certificated. (3-15-22)

a. School Principal Endorsement. To be eligible for the School Principal endorsement, a candidate must meet the following requirements: (3-15-22)

i. Hold a master's degree from an accredited college or university. (3-15-22)

ii. Have four (4) years of full-time certificated experience working with students, while under contract in an accredited school setting. (3-15-22)

iii. Complete an administrative internship in a state-approved program, or have one (1) year of experience as an administrator. (3-15-22)

iv. Provide verification of completion of a state-approved program of at least thirty (30) semester credit hours of graduate study in school administration for the preparation of school principals at an accredited college or university. This program shall include the demonstration of proficiency in conducting instructional and pupil service staff evaluations based on the statewide framework for evaluation, and competencies in the Idaho Standards for School Principals. (3-15-22)

v. Receive an institutional recommendation for a School Principal endorsement. (3-15-22)

b. Superintendent Endorsement. To be eligible for the Superintendent endorsement, a candidate must meet the following requirements: (3-15-22)

i. Hold an education specialist or doctorate degree or complete a comparable post-master's sixth year program at an accredited college or university. (3-15-22)

ii. Have four (4) years of full-time certificated/licensed experience working with students while under contract in an accredited school setting. (3-15-22)

iii. Complete an administrative internship in a state board approved program for the superintendent endorsement or have one (1) year of out-of-state experience as an assistant superintendent or superintendent. (3-15-22)

iv. Provide verification of completion of an approved program of at least thirty (30) semester credit hours, of post-master's degree graduate study for the preparation of school superintendents at an accredited college or university. This program in school administration must include demonstration of proficiency in conducting instructional and pupil service staff evaluations based on the statewide framework for evaluation, and demonstration of competencies in the Idaho standards for superintendents and the Idaho Standards for School Principals. (3-15-22)

v. Receive an institutional recommendation for a Superintendent endorsement. (3-15-22)

c. Director of Special Education Endorsement. To be eligible for the Director of Special Education endorsement, a candidate must meet the following requirements: (3-15-22)

- i. Hold a master's degree from an accredited college or university; (3-15-22)
- ii. Have four (4) years of full-time certificated/licensed experience working with students Pre-K-12, while under contract in a school setting; (3-15-22)
- iii. Provide verification of a state board approved program of graduate study of school administration for the preparation of directors of special education at an accredited college or university. This program shall include demonstration of proficiency in conducting instructional and pupil service staff evaluations based on the statewide framework for evaluation, and demonstration of competencies in the Idaho Standards for Directors of Special Education and the Idaho Standards for School Principals. Coursework shall include knowledge and competence in understanding the Individuals with Disabilities Education Act, utilizing the Idaho Special Education Manual, special education funding and fiscal accountability, results-driven leadership and accountability in special education, and instructional, behavioral, and management strategies for supporting students in the least restrictive environment. (3-15-22)
- iv. Have completed an administrative internship in the area of administration of special education; and (3-15-22)
- v. An institutional recommendation is required for Director of Special Education endorsement. (3-15-22)

04. Career Technical Certification Requirements. Teachers of career technical courses or programs in secondary schools must hold an occupational specialist certificate and an endorsement in an appropriate occupational discipline. All occupational certificates must be approved by the Division of Career Technical Education regardless of the route an individual is pursuing to receive the certificate. (3-15-22)

a. Standard Degree Based Career Technical Certificate. Persons who hold a degree based career technical certificate are eligible to teach in a career technical area, subject to the grade range(s) and subject area(s) of the valid endorsement(s) attached to the certificate. All degree based career technical certificates require candidates to meet the Idaho Core Teaching Standards. The degree based career technical certificate is valid for five years. A degree based career technical certificate may be issued to any person who has a baccalaureate degree from an accredited college or university and meets the following requirements: (3-15-22)

i. Earned a minimum of twenty (20) semester credit hours in the philosophical, psychological, methodological foundations, instructional technology, and in the professional subject matter of education, which shall include demonstration of competencies as specified in the Idaho Comprehensive Literacy Plan; ~~(3-15-22)~~

ii. Earned a minimum of twelve (12) semester credit hours in career technical education foundation coursework to include principles and philosophies of career technical education, evaluation and assessment in career technical education, leadership and career technical student organization leadership, career guidance and transition, occupational analysis and curriculum development, and lab safety; (3-15-22)

iii. ~~Accumulated one thousand (1,000) clock hours of~~ Equivalent related industry experience, ~~or practicum as~~ approved by the ~~higher education institution~~ Division, in the respective field of specialization ~~as authorized by section 33-2205, Idaho code;~~ ~~(3-15-22)~~

iv. Completed a total of at least ten (10) undergraduate semester credit hours or six (6) graduate semester credit hours of student teaching; (3-15-22)

v. Completed a state board approved educator preparation program and received an institutional recommendation specifying the grade ranges and subjects for which the person is eligible to receive an endorsement; (3-15-22)

(1) To receive endorsement in two (2) fields of teaching, preparation must consist of at least thirty (30) semester credit hours in one (1) field of teaching and completion of at least twenty (20) semester credit hours in a second field of teaching. (3-15-22)

(2) To receive endorsement in one (1) field of teaching, preparation must consist of completion of at least forty-five (45) semester credit hours in a single subject area. (3-15-22)

vi. Met or exceeded the state qualifying score on the state board-approved content area and pedagogy assessments. (3-15-22)

vii. The renewal credits required in Section 060 may be waived if the applicant holds a current, valid certificate from the National Board for Professional Teaching Standards at the time of renewal. Credits must be earned during the validity period of the certificate. (4-6-23)

b. Career Technical Education Program Standard Administrator Certificate. The career technical education program administrator certificate is required for an individual serving as an administrator, director, or manager of career technical education programs in Idaho public schools. Individuals must meet one (1) of the two (2) following prerequisites to qualify for the career technical education program administrator certificate. The certificate is valid for five (5) years and must meet the renewal requirements pursuant to Section 060 of these rules to renew. (7-1-26)

i. Qualify for or hold an advanced occupational specialist certificate or hold an occupational endorsement on a degree based career technical certificate; provide evidence of a minimum of four (4) years teaching, three (3) of which must be in a career technical education discipline; hold a master's degree; and complete at least fifteen (15) semester credits of administrative course work to include required credits in education finance, administration and supervision of personnel, and legal aspects of education. Remaining coursework may be selected from: administration and supervision of occupational programs; instructional supervision; administration internship; curriculum development; curriculum evaluation; research in curriculum; school community relations; communication; teaching the adult learner; coordination of work-based learning programs; and/or measurement and evaluation. (3-15-22)

ii. Hold a superintendent or principal endorsement on a standard administrator certificate and provide evidence of either a minimum of four (4) years teaching, three (3) of which must be in a career technical discipline; or successful completion of a Division of Career Technical Education career technical education leadership institute; or completion of course work including credits in: principles and foundations of career technical education, career technical student organizations, occupational analysis, curriculum design, one or more externships with career technical education industry advisor partners totaling 100 hours, and ongoing participation in technical advisory committee meetings associated with the school's career technical education programs. (4-6-23)

c. Industry-Based Occupational Specialist Certificate. Persons who hold an occupational specialist career technical certificate are eligible to teach in a career technical program pathway(s), subject to the grade range(s) and pathway areas(s) of the valid endorsement(s) attached to the certificate. All occupational specialist career technical certificates require candidates to meet the core teaching standards of the Idaho Standards for Initial Certification of Professional School Personnel. An occupational specialist career technical certificate may be issued to an experienced industry expert entering the teaching profession who: and meeting the following eligibility requirements: (3-15-22)

i. Possesses either a high school diploma or General Educational Development (GED) certificate; meets provisions of Idaho Code; and, has verifiable technical skills obtained through work experience, industry certification or testing as listed below. When applicable, requirements of occupationally related state agencies licensing requirements must also be met. Since educational levels and work experiences vary, a Applicants may will be determined qualified under any one (1) of the following three (3) options: (3-15-22)

_____(1) Have three (3) years or six thousand (6,000) hours of recent, gainful employment in the occupation for which certification is requested, at least half of which must have been during the immediate previous five (5) years; or (3-15-22)

_____(2) Have a baccalaureate degree in the specific occupation or related area, plus one (1) year or two thousand (2,000) hours of recent, gainful employment in the occupation for which certification is requested, at least

~~half of which must have been during the immediate previous five (5) years; or~~ Meets the professional experience hours requirements established by the Board pursuant to section 33-2205, Idaho code. (3-15-22)

(32) Holds or has~~ve~~ held an industry certification in a field closely related to the content area in which the individual seeks to teach as approved by the Division of Career Technical Education. (3-15-22)

ii. Limited Occupational Specialist Certificate. This certificate is issued to individuals who are new to teaching in Idaho public schools or new to teaching in career technical education in Idaho public schools. The certificate is an interim certificate and is valid for three (3) years and is non-renewable. ~~Applicants must meet all of the minimum requirements established in Subsection 015-06.a. of these rules.~~ Individuals on a limited occupational specialist certificate must complete one (1) of the two (2) following pathways during the validity period of the certificate: (3-15-22)

(1) Pathway I - Coursework: Within the three-year period of the Limited Occupational Specialist Certificate, the instructor must satisfactorily complete the pre-service training prescribed by the Division of Career Technical Education and demonstrate competencies in principles/foundations of occupational education and methods of teaching occupational education. Additionally, the instructor must satisfactorily demonstrate competencies in two (2) of the following areas: career pathways and guidance; analysis, integration, and curriculum development; and measurement and evaluation. (3-15-22)

(2) Pathway II – Cohort Training: Within the first twelve (12) months, the holder must enroll in the Division of Career Technical Education sponsored education pedagogy training and complete all requirements within the three-year validity period of the interim certificate. (3-15-22)

iii. Standard Occupational Specialist Certificate. (3-15-22)

(1) This certificate is issued to individuals who have held a limited occupational specialist certificate and completed one (1) of the pathways for renewable certification. (3-15-22)

(2) The Standard Occupational Specialist Certificate is valid for five (5) years and must meet the renewal requirements pursuant to Section 060 of these rules to renew. Credit equivalency will be based on verification of forty-five (45) hours of participation at approved technical conferences, institutes, or workshops where participation is prorated at the rate of fifteen (15) hours per credit; or one hundred twenty (120) hours of approved related work experience where hours worked may be prorated at the rate of forty (4) hours per credit; or any equivalent combination thereof. (4-6-23)

iv. Advanced Occupational Specialist Certificate. This certificate is issued to individuals who are eligible for the Standard Occupational Specialist Certificate; and provide evidence of completion of a teacher training degree program or eighteen (18) semester credits of Division of Career Technical Education approved education or content-related course work in addition to the twelve (12) semester credits required for the Standard Occupational Specialist Certificate (a total of thirty (30) semester credits. The Advanced Occupational Specialist Certificate is valid for five (5) years and must meet the renewal requirements pursuant to Section 060 of these rules to renew. (4-6-23)

05. Postsecondary Specialist Certificate. A Postsecondary Specialist certificate will be granted to a current academic faculty member whose primary employment is with any accredited Idaho postsecondary institution. To be eligible to teach in the public schools under this postsecondary specialist certificate, the candidate must supply a recommendation from the employing institution (faculty's college dean). The primary use of this state-issued certificate is for distance education, virtual classroom programs, and public and postsecondary partnerships. (3-15-22)

a. To renew this certificate, the renewal application must be accompanied with a new written recommendation from the postsecondary institution (faculty's college dean level or higher). (3-15-22)

b. The candidate must meet the following qualifications: (3-15-22)

- i. Hold a baccalaureate degree or higher in the content area being taught; (3-15-22)
- ii. Be currently employed by the postsecondary institution in the content area to be taught; and (3-15-22)
- iii. Complete and pass a criminal history background check as required by [Section 33-130, Idaho Code](#). (3-15-22)

06. American Indian Tribal Language Certificate. The five (5) federally recognized tribes of Idaho shall provide to the State Department of Education the names of those highly and uniquely qualified individuals who have been designated to teach tribal language(s) in accordance with [Section 33-1280, Idaho Code](#). To be eligible for an American Indian Tribal Languages certificate an applicant designated to teach tribal language(s) shall submit a complete application. If approved the certificate shall be issued for five years and is renewable. (3-15-22)

07. Junior Reserved Officer Training Corps (Junior ROTC) Instructors. (3-15-22)

a. To be eligible for a Junior ROTC Instructor certificate, an applicant shall submit a complete application and provide a copy of their certificate(s) or letter of completion of an armed forces Junior ROTC training program. (3-15-22)

b. If approved the certificate shall be issued for five years and is renewable. (3-15-22)

08. Additional Renewal Requirements. In addition to specific certificate or endorsement renewal requirements, applicants must meet the following renewal requirements as applicable: (3-15-22)

a. Administrator certificate renewal. In order to recertify, holders of an administrator certificate must complete a course consisting of a minimum of three (3) semester credits in the Idaho framework for teachers' evaluation pursuant to [Section 33-1204, Idaho Code](#). Credits must be earned through an approved educator preparation program and include a laboratory component. The laboratory component must include in-person or video observation and scoring of teacher performance using the statewide framework for teacher's evaluation. The approved course must include the following competencies: (3-15-22)

i. Understanding professional practice in Idaho evaluation requirements, including gathering accurate evidence and artifacts, understanding and using the state framework for evaluation rubric with fidelity, proof of calibration and interrater reliability, ability to provide effective feedback for teacher growth, and understanding and advising teachers on individualized learning plan and portfolio development. (3-15-22)

ii. Understanding student achievement and growth in the Idaho evaluation framework, including understanding how measurable student achievement and growth measures impact summative evaluation ratings and proficiency in assessment literacy. (3-15-22)

(BREAK IN CONTINUITY OF SECTIONS)

021. ENDORSEMENTS.

Holders of an Instructional Certificate or Occupational Specialist Certificate must have one (1) or more endorsements attached to their certificate as applicable to the type of certification. Instructional staff are eligible to teach in the grades and content areas of their endorsements. Idaho educator preparation programs shall prepare candidates for endorsements in accordance with these certification requirements and the standards approved by the board. An official statement from the college of education of competency in a content area or field is acceptable in lieu of required credits if such statements are created in consultation with the department or division of the accredited college or university in which the competency is established and are approved by the director of teacher education of the recommending college or university. Statements must include the number of credits the competency evaluation is equivalent to. To add an endorsement to a certificate, an individual must complete the credit hour requirements as established by the SBOE and meet or exceed the state qualifying score on a board approved content, pedagogy or performance assessment. (7-1-26)

01. Clinical Experience Requirement. All standard endorsements require supervised clinical experience in the relevant content area, or a State Department of Education or Division of Career Technical Education approved alternative clinical experience as applicable to the area of endorsement. (4-6-23)

02. Alternative Authorization - Teacher to New Endorsement. This alternative authorization allows a local education agency to request additional endorsement for a candidate. This authorization is valid for one (1) year and may be renewed for two (2) additional years with evidence of satisfactory progress on one (1) of the following options: (4-6-23)

a. Option I -- An official statement of competency in a teaching area or field from the college of education of an accredited college or university is acceptable in lieu of courses if the statement is created in consultation with the department or division in which the competency is established and is approved by the director of teacher education of the recommending college or university. (3-15-22)

b. Option II -- Master's degree or higher. By earning a graduate degree in a content specific area, candidates may add an endorsement in that same content area to a valid instructional certificate. Successful completion of a one (1) year, state board approved mentoring program must be completed during the first year to maintain the endorsement. (4-6-23)

c. Option III -- Content area assessment and mentoring. A candidate may add an endorsement by successfully completing a state board-approved content areas assessment and a one-year, state board-approved mentoring program within the first year of authorization. (3-15-22)

d. ~~For all candidates moving to an initial certification in a career technical education endorsement area, the candidate will be required to complete or have completed coursework in principles and foundations of career technical education and career technical student organizations, training in occupational analysis and curriculum design, and a minimum of two hundred (200) internship/externship hours in the career technical education endorsement area.~~ Option IV -- Occupational specialists may add endorsements through the completion of industry professional experience or internship/externship hours equivalent to the required professional hours established by the Board pursuant to section 33-2205, Idaho code. (4-6-23)

03. National Board Certification. An applicant holding an instructional certificate and current national board certification may add an endorsement in a corresponding content-specific area. (3-15-22)

(BREAK IN CONTINUITY OF SECTIONS)