STATE BOARD OF EDUCATION MEETING
October 16-17, 2024
Lewis-Clark State College
Williams Conference Center
801-899 4th Street Lewiston, ID 83501

Public Streaming: www.youtube.com/@lcstate

Wednesday, October 16, 2024 – 9:00 a.m. (Pacific Time)

BOARDWORK

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

CONSENT

BAHR

1. Idaho State University – Online Program Fee for BA in Blended Early Childhood Education and BA/BS in Secondary Education – Action Item
2. Idaho State University – City of Meridian Development Agreement – Idaho State University (H-2024-0027) – Action Item
3. University of Idaho – Renewal of Existing Office Lease for UI College of Agricultural and Life Science's Extension Program in Custer County – Action Item
4. University of Idaho – Site Lease of Approximately 0.58 Acres to Red Star Coffee Company – Action Item
5. Boise State University – Elsevier Subscription Agreement (Science Direct) – Action Item

PPGA

6. Idaho State Rehabilitation Council Appointments Request – Action Item
7. Request to Waive the Three-Year Limit on an Interim Limited Occupational Specialist Certification – Action Item

IDE

8. Emergency Provisional Certificates Recommendations – Action Item

LEWIS CLARK STATE COLLEGE BOARD OF TRUSTEES

LEWIS CLARK STATE COLLEGE COMMUNITY FORUM

1. Lewis Clark State College Employees address the Board

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Lewis Clark State College Annual Report – Information Item

LEWIS CLARK STATE COLLEGE COMMUNITY FORUM

1. Lewis Clark State College Students address the Board

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Board Policy III.Z. Postsecondary Program Planning and Delivery – Second Reading – Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Board Policy V.Q. – Residency for Tuition Purposes – Second Reading – Action Item
2. Board Policy V.T. – Fee Waivers – Second Reading – Action Item
3. Board Policy V.Y. – Financial Misconduct – Second Reading – Action Item
4. Boise State University – Reimbursement Resolution, North End Zone Expansion – Action Item
5. Boise State University – Amendment to Learfield Multi-Media Rights Agreement – Action Item

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

2. Board Policy Bylaws – Second Reading – Action Item
3. Board Policy I.E. – Executive Officers – Second Reading – Action Item
4. Board Policy VII.D. – Idaho Quality Program Standards – Second Reading – Action Item
5. Boise State University, CTE Educator Preparation Cybersecurity Program – Action Item
6. STEM Action Center – Request for Approval of Application Requirements for STEM School Designation – Action Item

WORK SESSION

PPGA

A. Public Education System – Performance Reporting – Information Item

Thursday, October 17, 2024 – 9:00 a.m. (Pacific Time)

OPEN FORUM

IDAHO DEPARTMENT OF EDUCATION

1. Superintendent's Update (K-12) – Information Item
2. Assessment Item Review Committee Recommendations – Informational Item
3. Proposed Adoption of WIDA Alternate ACCESS Achievement Level Standards and WIDA Alternate ACCESS Achievement Level Descriptors as part of the English Language Proficiency Assessment Achievement Standards – Action Item

WORK SESSION

BAHR

B. NCAA Name Image Likeness (NIL) Settlement – Impact on Idaho Institutions – Information Item

IRSA

C. Generative Artificial Intelligence in Higher Education – Information Item

INFORMATIONAL

IDE

1. Professional Standards Commission Annual Report – Information Item

If auxiliary aids or services are needed for individuals with disabilities, please contact the Board office at 208-332-1571. If you wish to speak at Open Forum the deadline to sign up to speak is 11:00 a.m. (PT), October 14, 2024. While the Board attempts to address items in the listed order, some items may be addressed by the Board prior to, or after the order listed.

BOARDWORK
OCTOBER 16-17, 2024

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1. Agenda Approval

Changes or additions to the agenda.

BOARD ACTION
I move to approve the agenda as posted.

2. Minutes Approval

BOARD ACTION
I move to approve the minutes for the August 21, 2024 Regular Board meeting.

3. Rolling Calendar

BOARD ACTION
I move to set October 15-16, 2025, as the date and Lewis-Clark State College as the location for the October 2025 regularly scheduled Board meeting.

DRAFT Minutes August 21, 2024

STATE BOARD OF EDUCATION MEETING
August 21, 2024
Office of the State Board of Education
650 West State Street, Suite 307
Boise, ID 83720

A regular meeting of the Idaho State Board of Education was held via virtual teleconference on August 21, 2024, with the call originating from the Office of the State Board of Education in Boise. Board President Dr. Linda Clark called the meeting to order at 8:00 a.m. (MT).

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

Absent
None

Wednesday, August 21, 2024 – 8:00 a.m. (Mountain Time)

BOARDWORK
1. Agenda Review and Approval – Action Item

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the agenda as posted. A roll call vote was taken and the motion carried 7-0.

2. Minutes Review and Approval – Action Item

BOARD ACTION
M/S (Gilbert/Critchfield) I move to approve the minutes for the June 11-12-13, 2024 Regular Board meeting, and the June 28, 2024, Special Board meeting. A roll call vote was taken and the motion carried 7-0.

3. Rolling Calendar – Action Item

BOARD ACTION
M/S (Gilbert/Roach) I move to set August 20, 2025, as the date for the August 2025 regularly scheduled Board Meeting, to occur via videoconference originating from the Office of the State Board of Education in Boise. A roll call vote was taken and the motion carried 7-0.

CONSENT

BAHR

1. University of Idaho - Renew Existing Lease Request – UI CLAS/Huston Vineyards, LLC in Caldwell – Action Item

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the request by the University of Idaho for authority to enter into a lease with Huston Vineyards, LLC in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Associate Vice President for Budget and Planning to execute the lease and any related transactional documents. A roll call vote was taken and the motion carried 7-0.

2. University of Idaho –Second Amendment of existing lease at UI Research Park in Post Falls for Protelligent, Inc.– Action Item

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the request by the University of Idaho for authority to enter a lease amendment with Protelligent, Inc., in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Associate Vice President for Budget and Planning to execute the lease and any related transactional documents. A roll call vote was taken and the motion carried 7-0.

IRSA

3. General Education Committee Appointments – Action Item

BOARD ACTION
M/S (Gilbert/Roach) I move to appoint Liza Long, representing the open education community, Barb Kirchmeier representing the University of Idaho, Whitney Smith-Schuler representing the College of Southern Idaho, and Laura Ahola-Young representing Idaho State University to the General Education Matriculation Committee, effective immediately. A roll call vote was taken and the motion carried 7-0.

4. Higher Education Research Council Appointments – Action Item

BOARD ACTION
M/S (Gilbert/Roach) I move to appoint Dr. Todd Combs as the representative from Idaho National Laboratory to the Higher Education Research Council, effective immediately. A roll call vote was taken and the motion carried 7-0.

PPGA

5. Empowering Parents Business Procedures Updates – Action Item

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the proposed amendments to the Empowering Parents Business Procedures as presented in Attachment 1. A roll call vote was taken and the motion carried 7-0.

6. Accountability Oversight Committee Appointments – Action Item

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the appointment of Adam Johnson to the Accountability Oversight Committee for a term of 1 year commencing August 21, 2024, and ending on June 30, 2025. A roll call vote was taken and the motion carried 7-0.

AND

M/S (Gilbert/Roach) I move to approve the appointment of Sherri Ann Adams to the Accountability Oversight Committee for a term of 2 years commencing August 21, 2024, and ending on June 30, 2026. A roll call vote was taken and the motion carried 7-0.

7. Idaho State Rehabilitation Council Membership – Action Item

M/S (Gilbert/Roach) I move to re-appoint Tim Blonsky for a second term as a representative of a disability group for a three-year term, effective immediately through August 22, 2027. A roll call vote was taken and the motion carried 7-0.

AND

M/S (Gilbert/Roach) I move to re-appoint Stephanie Taylor-Thompson for a second term as a representative of a former VR recipient for a three-year term, effective immediately through August 22, 2027. A roll call vote was taken and the motion carried 7-0.

IDE

8. Appointments to the Professional Standards Commission – Action Item

M/S (Gilbert/Roach) I move to appoint Erika Estes of Weiser School District to the Professional Standards Commission for a three-year term, replacing Katie Horner of Buhl School District, beginning July 1, 2024, and ending June 30, 2027, representing certificated classroom teachers. A roll call vote was taken and the motion carried 7-0.

AND

M/S (Gilbert/Roach) I move to appoint Alejandro Zamora of Wilder School District to the Professional Standards Commission, replacing Tate Castleton of Homedale School District, for a three-year term beginning July 1, 2024, and ending June 30, 2027, representing elementary school principals. A roll call vote was taken and the motion carried 7-0.

9. 2024 Curricular Materials Adoption – Action Item

M/S (Gilbert/Roach) I move to approve the proposed curricular materials and related instructional materials for K-12 English Language Arts, K-12 Health, and K-12 Physical Education, as submitted in Attachment 1. A roll call vote was taken and the motion carried 7-0.

10. Adoption of Praxis II Tests and Idaho Qualifying Scores – Action Item

M/S (Gilbert/Roach) I move to adopt the Praxis II Elementary Education Teaching Reading, Mathematics, Social Studies, and Science (7001) assessment, including the related multi-state qualifying scores, in replacement of the formally adopted Praxis II Elementary Education: Multiple Subjects (5001) and Elementary Education: Content Knowledge for Teaching (7811) assessments, effective September 1, 2024. A roll call vote was taken and the motion carried 7-0.

11. Request for Continuance of Remote School Status for Athol Elementary – Action Item

M/S (Gilbert/Roach) I move to approve Lakeland Joint School District's request that Athol Elementary School continue to be designated as a "Remote School" pursuant to Section 331003(3), Idaho Code, and, for funding purposes, to treat it as a "separate elementary school" as described in Section 33-1003(2)(a), Idaho Code. A roll call vote was taken and the motion carried 7-0.

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the consent agenda. A roll call vote was taken and the motion carried 7-0.

DRAFT Minutes August 21, 2024

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Board Policy V.Y – Financial Misconduct – First Reading – Action Item

Committee Chair Gilbert described the expertise on the Board's Audit, Risk, & Compliance Committee, and the benefit of having that committee review applicable policy moving forward.

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the first reading of new Board Policy V. Subsection Y. as presented in Attachment 1. A roll call vote was taken and the motion carried 7-0.

2. Board Policy V.Q – Residency for Tuition Purposes – First Reading – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Gilbert/Critchfield) I move to approve the first reading of proposed amendments to Board Policy V.Q. as presented in Attachment 1. A roll call vote was taken and the motion carried 7-0.

3. Board Policy V.T. – Fee Waivers – First Reading – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the first reading of proposed amendments to Board policy V.T. Fee Waivers, as presented in Attachment 1. A roll call vote was taken and the motion carried 7-0.

4. Idaho State University – Foundation Operating Agreement – Action Item

Committee Chair Gilbert and Jennifer Steele, Idaho State University, reiterated that this item is a routine and straightforward request primarily for administrative purposes.

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the operating agreement between Idaho State University and Idaho State University Foundation, Inc., as presented in Attachment 1. A roll call vote was taken and the motion carried 7-0.

5. Boise State University – Albertsons Stadium North End Zone Expansion Request – Action Item

Board Member Liebich requested more detail on the financing structure of this project, and followed with questions about the anticipated cash flows net of debt service and a realistic contingency on this project given current market conditions. Jo Ellen DiNucci, Boise State Vice President for Finance and Administration, described that Boise State University will retain a healthy debt capacity after this project so that future projects are not jeopardized. She added that the project is projected to create $4 million in annual revenue, with enough to create a capital reserve for future projects and additional funding for Boise State Athletics, but does not currently include funding for athlete meal services. Drew Alexander, Boise State University, described the Design-Build nature of the project and the Guaranteed Maximum Price structure that combine to provide more confidence in cost estimates. Superintendent Critchfield asked for clarification on the $10 million being provided out of institutional funding, and Committee Chair Gilbert and Jo Ellen DiNucci stated that those funds would come from Central Reserves.

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the request by Boise State University for construction of the North End Zone Expansion project for a total cost not to exceed $76,100,000. A roll call vote was taken and the motion carried 7-0.

6. University of Idaho – Additional Construction Authorization Request – Meat Science and Innovation Center – Action Item

Board Member Liebich commented that Idaho institutions need to strongly consider conservative contingencies and the need to look closely at project timing. Kim Salisbury, University of Idaho, commented that cost estimates were 30% higher than expected, and acknowledged Board Member Liebich's concerns. President Scott Green added that it is sensible to move forward with this project even in the current inflationary environment because he anticipates the market in Moscow to become even more challenging before costs return to a more normal range.

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the request by the University of Idaho to implement the Award, and Construction phases of the proposed Meat Science and Innovation Center Facility, with a projected total cost of $17,221,750, as described in the materials submitted to the Board. Award, and Construction authorization is provided at $17,221,750, including the authority to execute all necessary and requisite consulting and vendor contracts to fully implement the Planning and Design phases of the project. A roll call vote was taken and the motion carried 7-0.

7. University of Idaho Reimbursement Resolution Request for use of 2025 Tax-exempt Bond for Housing Improvements - Master Developer Partnership – Action Item

Board Policy V.F. requires a majority roll-call vote by all members of the Board to approve the terms of any debt financing transaction.

Board Member Liebich asked for clarification that the $12 million in this request is included in the total project cost of $125 million. Brian Foisy, University of Idaho, confirmed that Board Member Liebich's assumption was correct.

BOARD ACTION
M/S (Gilbert/Critchfield) I move to approve the request by the University of Idaho for authority to use future bond proceeds to reimburse for the planning, design and initial development expenditures of the On-Campus Housing Improvements, and further to approve the Resolution of the Board of Regents regarding the same, as set forth in Attachment 1 to the materials submitted to the Board.
A roll call vote was taken and the motion carried 7-0.

8. FY2026 Budget Line-Item Approvals – Action Item

Superintendent Critchfield commented that it is critical that agencies and institutions draw distinct connections between their budget requests and strategic plans, and the Executive Director is in the position to review and prioritize those requests. Executive Director Whitworth, at the request of Board Member Keough, confirmed that Lewis Clark State College's salary needs were incorporated in the request.

BOARD ACTION
M/S (Gilbert/Roach) I move to delegate authority to the Executive Director to approve the agency and institution line items for the FY 2026 budget request, and to authorize the Executive Director to submit the maintenance of current operations and Line-Item budget requests for agencies and institutions due to the Division of Financial Management and Legislative Services Office on August 30, 2024. A roll call vote was taken and the motion carried 7-0.

9. FY2026 Capital Budget Requests and 6-Year Plans - Action Item

Board Member Roach asked about the lack of projections beyond the first year, and Kim Salisbury, University of Idaho, stated that those additional projections will be provided once the institution's ongoing strategic planning process. Board Member Liebich asked about the decision-making process that institutions follow when it comes to the funding source for a given capital project without engaging the Permanent Building Fund. Explanations from the institutions included that:
1. It can depend on a donor's preference
2. Auxiliary services do not qualify
3. P3 deferred maintenance projects go through a separate process
4. Projects often include a combination of funding
5. Some projects pay for themselves

Superintendent Critchfield expressed her concern with supporting new facilities given our other capital needs throughout our institutions, and Committee Chair Gilbert stated the importance of the Board remaining a strategic board and holding the institutions accountable for supporting and following the strategic plan.

BOARD ACTION
M/S (Gilbert/Roach) I move to approve the capital projects listed in the table in Attachment 1 from Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College and to submit projects requesting Permanent Building Funds to the Permanent Building Fund Advisory Council for the FY 2026 budget cycle.

AND

M/S (Gilbert/Roach) I move to approve the Six-Year Capital Improvement Plans for FY 2026 through FY 2031 for Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College, as provided in attachments 2 - 5. A roll call vote was taken and the motion carried 7-0.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Board Policy III.Z. Planning and Delivery of Postsecondary Programs and Courses – First Reading – Action Item

Dr. TJ Bliss, Chief Academic Officer, provided a summary on the proposed changes to the policy, and Committee Chair Roach commented that this policy may continue to change moving forward as improvements are made. Committee Chair Roach also described some of the concerns that institutions had expressed during the policy revision process.

BOARD ACTION
M/S (Roach/Critchfield) I move to approve the first reading of proposed amendments to Board Policy III.Z., Planning and Delivery of Postsecondary Programs and Courses, as submitted in Attachment 1. A roll call vote was taken and the motion carried 7-0.

2. Three-Year Program Plan – Action Item

Dr. TJ Bliss described the intent of the Three-Year Program Plan requirement, and each institution provided a brief summary of their Three-Year Program Plan highlights.

BOARD ACTION
M/S (Roach/Gilbert) I move to approve the Three-Year Program Plan as submitted in Attachment 1. A roll call vote was taken and the motion carried 7-0.

At this point in the meeting, the Board took a 15 minute break between 9:55 – 10:10 am MT.

3. Addressing Idaho's Healthcare Workforce Shortage – Information Item

Dr. TJ Bliss provided an overview of the ongoing work targeting healthcare workforce shortages across Idaho. This was an information item.

4. University of Idaho – Doctor of Anatomical Sciences – Action Item

Dr. Jeff Seegmiller, Regional Dean for Idaho WWAMI, provided a summary of the Doctor of Anatomical Sciences program and the healthcare need across Idaho that this program will address.

BOARD ACTION
M/S (Roach/Gilbert) I move to approve the request by the University of Idaho to offer a Doctor of Anatomical Sciences as presented in Attachment 1.
A roll call vote was taken and the motion carried 7-0.

IDAHO DEPARTMENT OF EDUCATION

1. Superintendent's Update – Information Item

Superintendent Critchfield provided updates on recent ethics complaints submitted to the Professional Standards Commission as well as new processes, training, and professional development opportunities. She provided an update on the hiring process for an Indian Education Director, special education funding and dispute resolution processes, defining chronic absenteeism and ongoing work to address absenteeism. She also commented on the Millenium Fund supporting School Resource Officers and solutions for smoking, vaping, and fentanyl use prevention. She summarized the Idaho Department of Education FY26 budget request, as well as proposed transportation funding formula simplifications and her department's efforts to assist districts in meeting their responsibilities to secure state funding for improvements. This was an information item.

2. Proposed Amendments to the Special Education Manual – Action Item

Ryan Cantrell, Idaho Department of Education, briefly described proposed amendments to the Special Education Manual that revised the student eligibility requirement section to comply with federal law.

BOARD ACTION
M/S (Critchfield/Roach) I move to approve the amendments to the Idaho Special Education Manual as presented in Attachment 1. A roll call vote was taken and the motion carried 7-0.

3. Proposed Amendments to Graduation Requirements – Action Item

Greg Wilson, Idaho Department of Education, provided a summary of the process for reviewing graduation requirements, as well as the proposed high school graduation requirements of a new, one credit digital literacy requirement and Future Readiness Project.

BOARD ACTION
M/S (Critchfield/Gilbert) I move that the Board approves the amendments to the high school graduation requirements as proposed by Superintendent Critchfield and the Idaho Department of Education for updating the graduation requirements in Attachment 1. A roll call vote was taken and the motion carried 7-0.

At this point in the meeting, the Board took a lunch break until 12:15 pm MT.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Board Policy - Bylaws – First Reading – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Roach) I move to approve the first reading of Board Policy - Bylaws as submitted in Attachment 1. A roll call vote was taken and the motion carried 7-0.

2. Board Policy I.E – Executive Officers – First Reading – Action Item
3.

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Critchfield) I move to approve the first reading of proposed amendments to Board Policy Section I.E. Executive Officers, as submitted in Attachment 1. A roll call vote was taken and the motion carried 7-0.

4. Board Policy VII.D – Idaho Quality Program Standards - First Reading – Action Item

Board Member Keough requested that Natural Resources be included in the proposed standard to align with statute, and Tracie Bent, Career Technical Education, described the impact of not approving the first reading at the August Board Meeting, and provided clarification around the AFNR acronym that stands for Agriculture, Food, and Natural Resources.

BOARD ACTION

M/S (Liebich/Gilbert) I move to approve the first reading of the proposed amendments to the Idaho Quality Program Standards provided in Attachment 1.

AND

M/S (Liebich/Gilbert) I move to approve the first reading of proposed amendments to Board Policy VII.D. as provided in Attachment 3. A roll call vote was taken and the motion carried 7-0.

5. Board Policy VII.C. – Career Technical Educator Certification – Second Reading – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Roach) I move to approve the second reading of Board Policy VII.C. Career Technical Educator Certification as provided in Attachment 1. A roll call vote was taken and the motion carried 7-0.

6. Proposed Executive Agency Legislation: Safety and Security Advisory Board - Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Roach) I move to approve the proposed Safety and Security Advisory Board legislation in substantial conformance to Attachment 2, and to authorize the Executive Director to make additional changes as necessary as the legislation moves forward through the legislative process. A roll call vote was taken and the motion carried 7-0.

7. Proposed Executive Agency Legislation: Broadband Grant Funds – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Gilbert) I move to approve the proposed Broadband fund distribution legislation in substantial conformance to Attachment 2, and to authorize the Executive Director to make additional changes as necessary as the legislation moves forward through the legislative process. A roll call vote was taken and the motion carried 7-0.

8. Proposed Executive Agency Legislation: Behavioral Threat Assessment Management Teams – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Critchfield) I move to approve the proposed legislation in substantial conformance to Attachments 2, and to authorize the Executive Director to make additional changes as necessary as the legislation moves forward through the legislative process. A roll call vote was taken and the motion carried 7-0.

9. Temporary Rule Docket No. 08-0203-2403, Rules Governing Thoroughness – (Special Education Manual) – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Roach) I move to approve temporary rule – Docket 08-0203-2403, as submitted in Attachment 2 contingent upon the Board's receipt of the governor's approval to promulgate the temporary rule. A roll call vote was taken and the motion carried 7-0.

10. Proposed Rule Docket No. 08-0203-2401, Rules Governing Thoroughness – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Critchfield) I move to approve proposed rule – Docket Number 08-0203-2401 as submitted in Attachment 2. A roll call vote was taken and the motion carried 7-0.

11. Proposed Rule Docket No. 04-0101-2401, Rules Governing Vocational Rehabilitation Services – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Roach) I move to approve proposed rule – Docket Number 47-0101-2401, as submitted in Attachment 2. A roll call vote was taken and the motion carried 7-0.

12. Proposed Rule Docket No. 08-0202-2401, Rules Governing Uniformity – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Roach) I move to approve proposed rule – Docket Number 08.0202.2401, as submitted in Attachment 2. A roll call vote was taken and the motion carried 7-0.

13. Proposed Rule Docket No. 08-0113-2401, Rules Governing the Opportunity Scholarship Program – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Gilbert) I move to approve proposed rule – Docket Number 08.0113.2401, as submitted in Attachment 2. A roll call vote was taken and the motion carried 7-0.

14. Proposed Rule Docket No. 08-0401-2401, Rules Governing the Idaho Digital Learning Academy – Action Item

There were no comments or questions from the Board.

BOARD ACTION
M/S (Liebich/Critchfield) I move to approve Proposed Rule – Docket Number 08.0401.2401, as submitted in Attachment 2. A roll call vote was taken and the motion carried 7-0.

15. Request to Reset EPP Program Title II Review Measure Benchmarks – Action Item

Katie Shoup, Office of the State Board of Education, provided a presentation on Educator Preparation Program performance measures that are instrumental in federal reporting and funding.

BOARD ACTION
M/S (Liebich/Roach) I move to approve the proposed amended benchmarks for the educator preparation provider annual performance measures for determining Educator Preparation Provider program effectiveness, as submitted in Attachment 1. A roll call vote was taken and the motion carried 7-0.

WORKSESSION

PPGA

A. Review of NCTQ Outcomes and Discussion on Standards for Teacher Quality – Information Item

DRAFT Minutes August 21, 2024

Superintendent Critchfield began the work session by describing her goal of working with the Board to develop consistency in Education Preparation Program standards. After being presented the NCTQ grades for Idaho institutions, Board Member Gilbert reframed the conversation by asking Superintendent Critchfield to describe what she expected of teachers coming out of our Educator Preparation Programs. Superintendent Critchfield mentioned reading and literacy, basics of math, classroom management including behavioral health management, comprehensive training in special education, using assessment data in the classroom, and communication with parents and guardians. Brooke Blevins, Deans University of Idaho College of Education, articulated concerns about the NCTQ measures and added that CAPE are the standards that programs are held accountable for. James Satterfield, Dean of the Boise State University College of Education, reiterated concerns with NCTQ and discrepancies that exist in their evaluation standards. President Clark stated that the challenge is prepared teachers, not a specific tool for evaluation like NCTQ. Esther Ntuli, Dean of Idaho State University College of Education, and Royal Toy, Lewis Clark State College Assessment Coordinator, described the specific ways that their programs are addressing literacy and mathematics preparation. Brooke Blevins described the Vandal Early Literacy Symposium and how outcomes are incorporated into literacy courses. Superintendent Critchfield closed by asking that the Board revisit the critical areas of teacher preparation in the near future. Jenn Thompson, Policy and Government Affairs Officer, stated how critical it is that the Board be exceptionally clear on the measures that the Educator Preparation Programs are expected to achieve.

INFORMATIONAL

BAHR

1. Annual Athletic Reports – All Institutions – Information Item

IRSA

2. Graduate Medical Education Committee Annual Report – Information Item
3. Semi-Annual Report of Approved Program Requests – Information Item

PPGA

4. Accelerated Math Learning Collaborative Report – Information Item
5. Idaho Public Television – Annual Report – Information Item

IDE

6. Notification of Schools Approved to Operate with Less Than Ten (10) Students Reported in Average Daily Attendance
7. Annual Update re. Albion Elementary Hardship Status

President Clark recognized Florence Lince as she departed her role as Executive Admin for the Office of the State Board of Education. There being no further business, a motion to adjourn was entertained.

BOARD ACTION

M/S (Critchfield/Keough) I move to adjourn the meeting at 2:50 pm (MT). A roll call vote was taken, and the motion carried 7-0.

TAB	DESCRIPTION	ACTION
1	BAHR – IDAHO STATE UNIVERSITY – ONLINE PROGRAM FEE FOR BA IN BLENDED EARLY CHILDHOOD EDUCATION AND BA/BS IN SECONDARY EDUCATION	Action Item
2	BAHR – IDAHO STATE UNIVERSTIY - CITY OF MERIDIAN DEVELOPMENT AGREEMENT – IDAHO STATE UNIVERSITY (H-2024-0027)	Action Item
3	BAHR – UNIVERSITY OF IDAHO - RENEWAL OF EXISTING OFFICE LEASE FOR UI COLLEGE OF AGRICULTURAL AND LIFE SCIENCE'S EXTENSION PROGRAM IN CUSTER COUNTY	Action Item
4	BAHR – UNIVERSITY OF IDAHO – SITE LEASE OF APPROXMATELY 0.58 ACRES TO RED STAR COFFEE COMPANY	Action Item
5	BAHR – BOISE STATE UNIVERSITY – ELSEVIER SUBSCRIPTION AGREEMENT (SCIENCEDIRECT)	Action Item
7	IDE – EMERGENCY PROVISIONAL CERTIFICATE RECCOMMENDATIONS	Action Item
7	PPGA – IDAHO STATE REHABILITATION COUNCIL MEMBERSHIP (COUNCIL) MEMBERSHIP	Action Item
8	PPGA – REQUEST TO WAIVE THE THREE-YEAR LIMIT ON AN INTERIM LIMITED OCCUPATIONAL SPECIALIST CERTIFICATION	Action Item

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IDAHO STATE UNIVERSITY

SUBJECT

Online Program Fee for BA in Blended Early Childhood Education and BA/BS in Secondary Education

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University requests permission to offer fully online, fee-based BA in Blended Early Childhood Education and BA/BS in Secondary Education programs, using the online program fee model, in lieu of tuition and other fees, in accordance with Board Policy V.R., subsections 3.b. and 3.c. The fully online program versions align with the existing face-to-face BA in Blended Early Childhood Education and BA/BS in Secondary Education programs. The curriculum of the proposed programs will mirror that of the existing teacher education programs but will be delivered in an online, largely asynchronous format to support our educational service regions in the Magic Valley and Idaho Falls areas.

The online program fee will initially be established at $297 per credit. In setting the program fees, our goal is to provide an affordable option to students while ensuring that program revenue will cover the costs within a few years of launching the program. This per credit fee falls between the current per credit hour tuition cost of CSI and ISU.

Access to educator preparation programs is an issue for many prospective Idaho teachers, particularly those living in rural areas or those whose family or work commitments prevent them from enrolling in a face-to-face program. The proposed fully online programs will provide an avenue for post-traditional students to earn a bachelor's degree and teacher certification from an accredited Idaho institution of higher education.

Creating completely online fee-based programs will make the ISU teacher preparation programs accessible and affordable to more individuals seeking to become teachers, reaching directly into many of Idaho's rural areas and meeting the needs of a greater segment of the post-traditional educator market, thus providing another way to address Idaho's ongoing teacher shortage.

Operating as fee-based programs will provide a financial incentive to prospective teachers by reducing the cost of earning a degree and subsequent teacher credential. Online students will not be expected to pay for many of the traditional services that residential students do; consequently, their cost to degree will be reduced. Applicants to this program will be expected to declare their intent to enroll in the fee-based, online educator preparation programs and will be restricted to

enrolling in classes offered in these programs. These students will not be permitted to enroll in traditional educator preparation courses unless they are willing to pay the standard tuition rate and any associated fees.

The online fee-based BA/BS in Elementary Education and BA/BS in Special Education have seen an increase of enrollment. In designing and offering these additional programs that are both accessible and affordable, we hope to continue to attract more students to our programs and more teachers to the profession. This is critical as the state of Idaho continues to experience a teacher shortage.

Initially, the programs will offer endorsements in Early Childhood Education and Secondary Education as most of the courses students need to complete these endorsements are taught in the College of Education (COE). However, the COE will work closely with the College of Arts and Letters and the College of Science and Engineering to ensure that the courses our students need to complete endorsements in other areas will be offered in an online format.

As the programs are launched and enrollment grows, we anticipate adding endorsements in secondary programs including English, history and social studies, mathematics, biology, physics, chemistry, and broad field science.

IMPACT

To assess the fiscal impact of the programs, we projected conservative enrollments, estimated annual program costs, and set a program fee that would allow the College of Education to break even by Year Three. Specifically, we anticipate enrolling 10 new students in the first year, and each year thereafter enrolling 5 more new students than the previous year (e.g., 15 new students Year Two, 20 new students Year Three, etc.). By the fifth year our goal is to enroll 30 new students, with the intent of each year thereafter adding 30 new students. Assuming this level of enrollment, we predict that we would need two clinical faculty assigned to teach in the programs, along with some additional funds to provide for adjunct faculty support. Further, we accounted for faculty development, travel, marketing, and material and supplies in our operating expenses.

These enrollment projections are partly based on past data from the College of Southern Idaho (CSI) outlining where their education majors pursue certification and the new Registered Teacher Apprenticeship pathway. We believe the proposed online fee-based programs will compete well with the online programs on the list (including Western Governors and University of Phoenix) and attract more CSI and College of Eastern Idaho (CEI) students, as well as other students who are looking for a high-quality, flexible and affordable educator-preparation option.

In setting the program fees, our goal is to provide an affordable option to students while ensuring that program revenue will cover the costs within a few years of launching the program. We are proposing to charge students in this online program

a per credit fee of $297. This falls between the current per credit hour tuition cost of CSI and ISU. Moreover, assuming students in the proposed program earn 60 credits, their total program cost would be competitive with a typical graduate of Western Governors University, a presumed competitor in this market.

ATTACHMENTS

Attachment 1 – Letter of Intent – Online + Fee, BA, Blended Early Childhood Education and BA/BS in Secondary Education

STAFF COMMENTS AND RECOMMENDATIONS

According to Board Policy V.R.3.b.ii – Institutional Online Program Fee, an institutional online program fee may be charged for any fully online undergraduate, graduate, and certificate program. An online program fee shall be in lieu of resident or non-resident tuition (as defined in Idaho Code § 33-3717B) and all other Board approved fees. An online program is defined as one in which all courses are offered and delivered via distance learning modalities, provided however, that the limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.

Idaho State's request to assess an online program fee of $297 per credit for the BA in Blended Early Childhood Education and BA/BS in Secondary Education aligns with criteria as defined in Board Policy V.R.3.b.ii.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to add an online program fee of $297.00 per credit to the online BA in Blended Early Childhood Education and BA/BS in Secondary Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State University

September 11, 2024

Dr. T.J. Bliss
Chief Academic Officer
State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

ISU #2024-LON-06

Dear Dr. Bliss,

Pursuant to Board Policy III.G.3.c.v., please be advised that Idaho State University intends to offer fully online, fee-based BA in Blended Early Childhood Education and BA/BS in Secondary Education programs that align with the existing face-to-face BA in Blended Early Childhood Education and BA/BS in Secondary Education programs.

Also, in accordance with Board Policy V.R., subsections 3.b.ii. and 3.c.iii, we request approval to implement an Online Program Fee of $297 per credit for the online versions of these programs, in lieu of tuition, for those students enrolled in the fully online programs. We understand this fee request must be approved by the BAHR committee as well as by the full SBOE, and request your staff's assistance in adding it to the BAHR Committee and Board agendas.

The curriculum for the proposed programs will mirror that of the existing traditional teacher education programs, though the delivery method will be fully online. It is anticipated that candidates will enter the proposed programs having earned 60 credits and completed their general education requirements. Candidates will be able to join the proposed programs at one of several entry points throughout the calendar year and have access to classes on a schedule that better fits with their unique needs and circumstances. Courses will be provided through a combination of synchronous and asynchronous class meetings that provide maximum flexibility while also allowing students to interact regularly with similarly engaged and motivated professionals.

Creating completely online fee-based programs will make the ISU teacher preparation programs accessible and affordable to more individuals seeking to become teachers, reaching directly into many of Idaho's rural areas and meeting the needs of a greater segment of the post-traditional educator market, thus providing another way to address Idaho's ongoing teacher shortage.

Applicants to this program will be expected to declare their intent to enroll in the fee-based, online educator preparation programs and will be restricted to enrolling in classes offered in these programs. These students will not be permitted to enroll in traditional educator preparation courses unless they are willing to pay the standard tuition rate and any associated fees.

Initially, the programs will offer endorsements in Early Childhood Education and Secondary Education as most of the courses students need to complete these endorsements are taught in the College of Education (COE). However, the COE will work closely with the College of Arts and Letters and the College of Science and Engineering to ensure that the courses our students need to complete endorsements in other areas will be offered in an online format.

ROAR

Office of Academic Affairs
921 S. 8th Avenue, Stop 8063 | Pocatello, Idaho, 83209-8063
208 282-2171 | https://www.isu.edu/academicaffairs/

Idaho State University

As the programs are launched and enrollment grows, we anticipate adding endorsements in secondary programs including English, history and social studies, mathematics, biology, physics, chemistry, and broad field science.

An online program fee will be used to support this program. We expect the program to run a small deficit for the first two years until it is established, after which net income will be sufficient to cover the costs of the program. As noted above, this is based on a proposed fee of $297 per credit. No other tuition or fees will be charged.

No curricular changes are necessary as the relevant courses already exist and will be offered in an online format. There are no changes to the credit requirements. Each endorsement area has unique credit counts based on state requirements, but all meet the state-mandated 120 credit minimum required for a Bachelor's degree. The credit requirement for each endorsement ranges from 120 to 128 credits.

This change will be implemented for the 2025-2026 academic catalog.

Please feel free to contact me with questions.

Sincerely,

Cynthia D. Hill

Cynthia Hill, PhD
Vice Provost, Institutional Effectiveness & Initiatives
Idaho State University
Pocatello, Idaho 83209
208-282-2171/cynthiahill@isu.edu

cc: Patty Sanchez, Academic Affairs Program Manager, Office of the State Board of Education

ROAR

IDAHO STATE UNIVERSITY

SUBJECT

City of Meridian Development Agreement – Idaho State University (H-2024-0027)

REFERENCE

August 24, 2022	Board approved Six-Year Capital Improvement Plans (2024-2029) for BSU, ISU, UI, and LC State. This approval included ISU's future development of a Meridian property for the purpose of expanding ISU's health sciences campus.
August 15, 2024	Meridian Planning and Zoning Commission hearing and recommendation to approve annexation and zoning application for ISU infrastructure development project.
September 10, 2024	Meridian City Council public hearing and approval of annexation and zoning application for ISU infrastructure development project.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K Construction Projects.
Section 67-6511 A, Idaho Code Local Land Use Planning

BACKGROUND/DISCUSSION

Idaho State University is seeking Board approval and authorization for the execution of a development agreement with the City of Meridian regarding the annexation and zoning of 23.254 acres of land located 785 S. Locust Grove Road in Meridian, Idaho. Idaho State University received FY 2024 capital funds for the initial infrastructure development of this property. Since that time, University staff have engaged with City Planning and Zoning staff to submit a required Annexation and Zoning Application which will provide the authorization to proceed with infrastructure development planning and future construction applications.

In partnership with the City, ISU has successfully completed community meetings with neighboring property owners and also participated in a public hearing with the City Planning and Zoning Commission. The Annexation and Rezoning application for a C-G (General Retail and Service Commercial) zoning district was unanimously approved at the September 10, 2024, City Council Meeting.

Following approval of the Annexation and Zoning Application, The City of Meridian now requires formal execution of a Development Agreement between the City and the Land Owner/Developer - the State Board of Education to ensure the property

is developed and the subsequent use of the property is in accordance with zoning and the terms and conditions of the Agreement.

IMPACT

The approval of this development agreement will allow for Idaho State University to proceed with infrastructure development plans and future planned unit development applications for the expansion of the Meridian Health Science Center. This Development Agreement represents the successful conclusion of the annexation and zoning process and is an early step toward the expansion of health programs, improved health clinic offerings, health science research and innovation, and future student housing opportunities in Meridian. Inaction on this item may delay development timelines and the selection of a professional design firm for the development project.

ATTACHMENTS

Attachment 1 – City of Meridian Development Agreement and Exhibits

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to authorize execution of a development agreement with the City of Meridian, in substantial conformance as submitted in Attachment 1, and to authorize cost & source of funding if applicable.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

DEVELOPMENT AGREEMENT

PARTIES: **1. City of Meridian**
2. State of Idaho (Board of Education), Owner/Developer

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2024, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **State of Idaho (Board of Education)**, whose address is 650 W. State Street, Boise, Idaho 83702, hereinafter called OWNER/DEVELOPER.

1. **RECITALS**:

1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit "A," which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and

1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and

1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code ("UDC"), which authorizes development agreements upon the annexation and/or re-zoning of land; and

1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of 23.254 acres of land with a request for the C-G (General Retail and Service Commercial) zoning district on the property as shown in Exhibit "A" under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and

1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and

1.6 **WHEREAS**, the record of the proceedings for requested rezoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and

1.7 **WHEREAS**, on the 10th day of September, 2024, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and

Order ("Findings"), which have been incorporated into this Agreement and attached as Exhibit "B"; and

1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and

1.9 **WHEREAS,** Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and

1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.

3.2 **OWNER/DEVELOPER:** means and refers to **State of Idaho (Board of Education)**, whose address is 650 W. State Street, Boise, Idaho, 83702, hereinafter called OWNER/DEVELOPER, the party that owns and is developing said Property and shall include any subsequent owner(s)/developer(s) of the Property.

3.3 **PROPERTY:** means and refers to that certain parcel(s) of Property located in the County of Ada, City of Meridian as in Exhibit "A" describing a parcel to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.

4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY**:

5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:

a. Before commencing development on the property, the applicant must submit and obtain approval of a Planned Unit Development (PUD) application.

b. The three existing buildings on the site shall be used solely for storage until future development is proposed, and at which time all buildings must be removed and the existing well and septic system abandoned.

c. The property and existing structures must be maintained to prevent them from becoming a noxious use in accordance with UDC 11-3A-10.

d. Access to the property must comply with the standards set forth in UDC 11-3A-3. The City and Ada County Highway District (ACHD) will determine appropriate access to S. Locust Grove Road and E. Central Drive during the review and approval of the PUD application.

e. The site plan submitted with the PUD application shall incorporate a primary access from E. Central Drive that aligns with one of the existing driveways on the south side of the road.

6. **APPROVAL PERIOD:** If this Agreement has not been fully executed within six (6) months after the date of the Findings, the City may, at its sole discretion, declare the Agreement null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

7.2 **Notice and Cure Period**. In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period,

then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.

7.5 **Delay**. In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7.6 **Waiver**. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** To the extent permitted by Idaho law, the City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable

bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer or the Owner/Developer's contractor shall provide, if required by the City. For the purpose of this Section 11 and Section 12, the term "improvements" shall exclude buildings or other facilities subject to Idaho Code section 39-4103(2).

12. **OCCUPANCY:** Owner/Developer shall not occupy any phase of the development until the improvements required under the PUD for said phase have been installed, completed, and accepted by the City, or sufficient surety of performance is provided to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:
City Clerk
City of Meridian
33 E. Broadway Ave.
Meridian, Idaho 83642

with copy to:
City Attorney
City of Meridian
33 E. Broadway Avenue
Meridian, Idaho 83642

OWNER/DEVELOPER:
State of Idaho (Board of Education)
650 W. State St.
Boise, Idaho 83702

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein

expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY**: Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

21. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing rezoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

[end of text; acknowledgements, signatures and Exhibits A and B follow]

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

OWNER/DEVELOPER:
State of Idaho (Board of Education)

_____

By:

STATE OF IDAHO)
: ss:
County of Ada)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of **State of Idaho (Board of Education)** and the person who signed above and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
Notary Public
My Commission Expires: _____

CITY OF MERIDIAN

By: _____
Mayor Robert E. Simison

ATTEST:

_____
Chris Johnson, City Clerk

STATE OF IDAHO)
: ss
County of Ada)

On this _____ day of _____, 2023, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian,** who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

_____
Notary Public for Idaho
My Commission Expires: _____

km ENGINEERING

June 7, 2024
Project No. 19-069

Exhibit A
Legal Description for
Annexation

A parcel of land being the South 1/2 of the Southeast 1/4 of the Northeast 1/4 and a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

BEGINNING at an aluminum cap marking the east 1/4 corner of said Section 18, which bears S00°31'02"W a distance of 2,658.78 feet from a brass cap marking the northeast corner of said Section 18;
Thence following the easterly line of said southeast 1/4 of Section 18, S00°30'31"W a distance of 221.52 feet;
Thence leaving said easterly line, S89°32'08"W a distance of 540.86 feet to the centerline of an irrigation lateral;
Thence following said centerline, N23°44'43"W a distance of 241.12 feet to the southerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4;
Thence leaving said centerline and following said southerly line, S89°32'08"W a distance of 685.96 feet to a 5/8-inch rebar;
Thence leaving said southerly line and following the westerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N00°29'22"E a distance of 666.04 feet to a 5/8-inch rebar;
Thence leaving said westerly line and following the northerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N89°35'38"E a distance of 1,326.19 feet;
Thence leaving said northerly line and following the easterly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, S00°31'02"W a distance of 664.69 feet to the **POINT OF BEGINNING.**

Said parcel contains a total of 23.254 acres, more or less.

Attached hereto is Exhibit B and by this reference is hereby made a part of.



P:\19-069\CAD\SURVEY\19-069 ANNEXATION EXHIBIT.DWG, AARON BALLARD, 6/7/2024, ESTUDIO907.PC3, ----

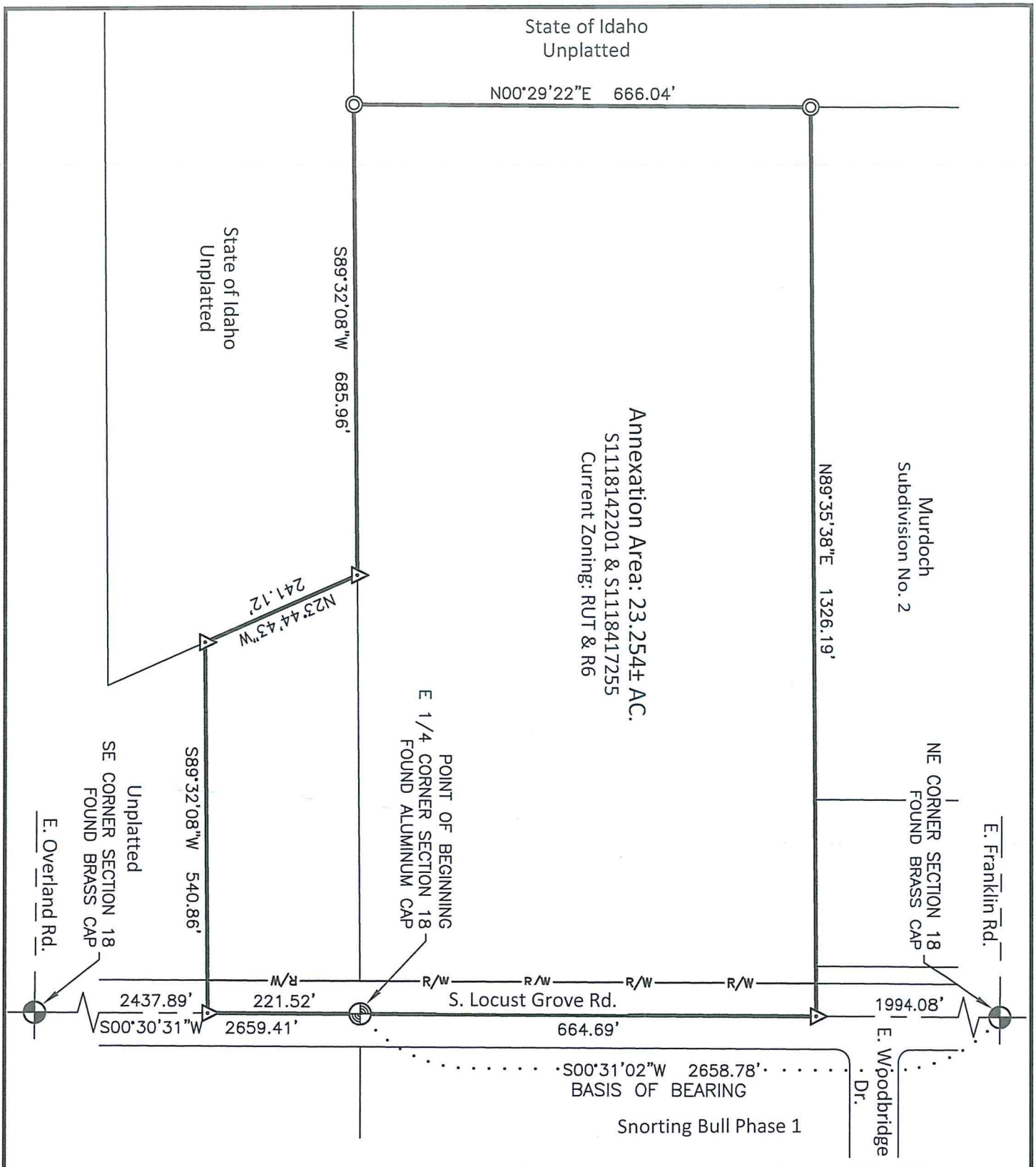
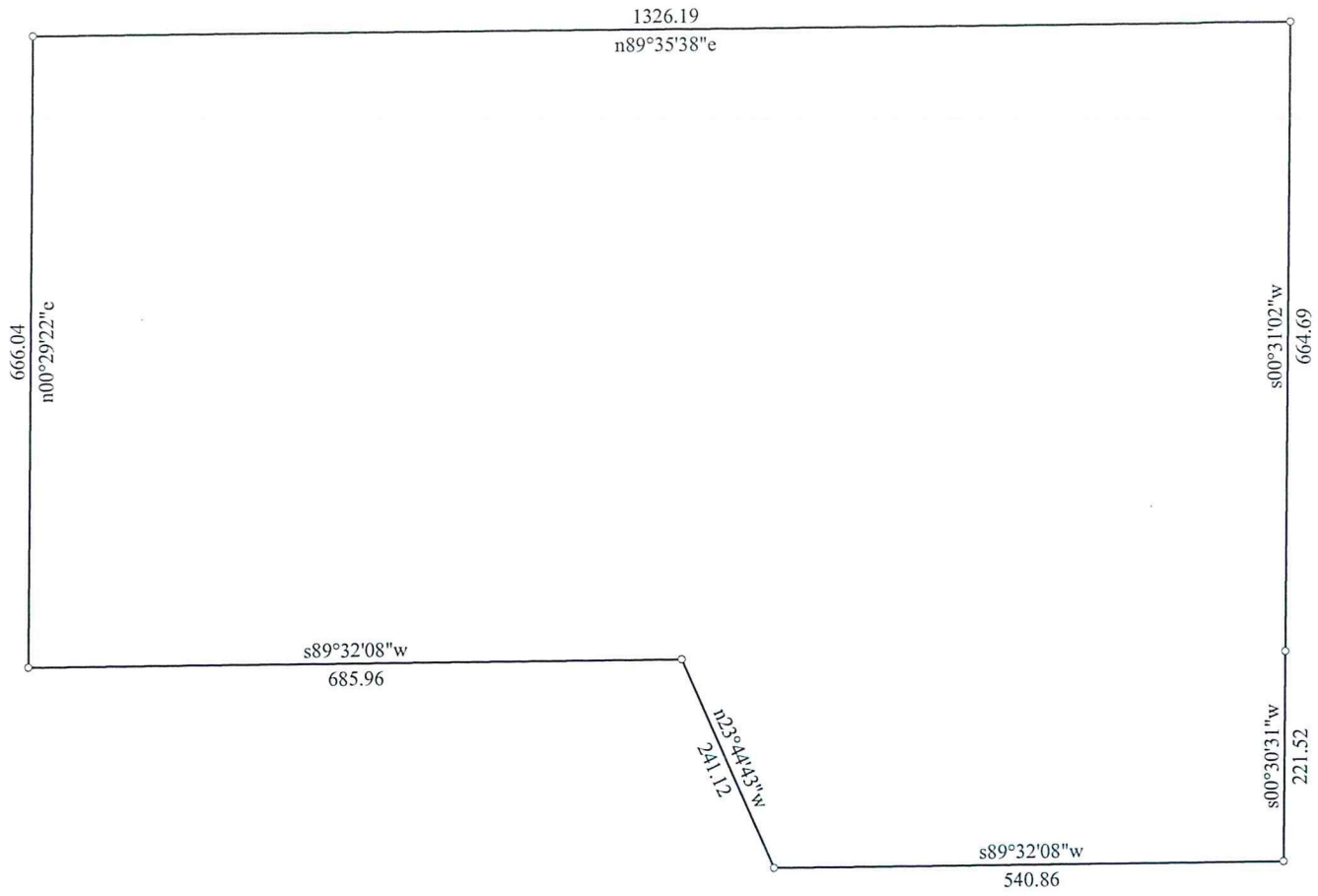


Exhibit B - Annexation
State of Idaho Board of Education

The S 1/2 of the SE 1/4 of the NE 1/4 and a portion of the NE 1/4 of the SE 1/4 of Section 18, T3N, R1E, BM, Ada County, ID

DATE: June 2024
PROJECT: 19-069
SHEET: 1 OF 1

km ENGINEERING
ENGINEERS . SURVEYORS . PLANNERS
9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930



Title:	Date: 06-07-2024
Scale: 1 inch = 200 feet	File:

Tract 1: 23.254 Acres: 1012945 Sq Feet: Closure = s58.4213w 0.01 Feet: Precision =1/476082: Perimeter = 4346 Feet

001=s00.3031w 221.52	004=s89.3208w 685.96	007=s00.3102w 664.69
002=s89.3208w 540.86	005=n00.2922e 666.04	
003=n23.4443w 241.12	006=n89.3538e 1326.19	

COMMUNITY DEVELOPMENT

DEPARTMENT REPORT

HEARING DATE: 8/15/2024

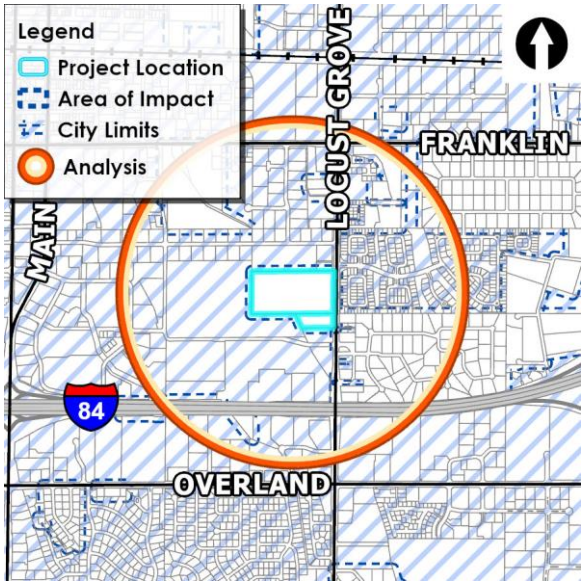
TO: Mayor & City Council

FROM: Bill Parsons, Current Planning Supervisor
208-884-5533
bparsons@meridiancity.org

APPLICANT: Marty Vizcarra

SUBJECT: H-2024-0027
Idaho State University

LOCATION: Property is generally located on the west side of S. Locust Grove Rd.; midway between E. Franklin Rd. and E. Overland Rd. in the NE 1/4 and SE 1/4 of Section 18, T.3N., R.1E.



I. PROJECT OVERVIEW

A. Summary

Annexation of 23.254 acres of land from RUT and R-6 in Ada County to the C-G zoning district, by Idaho State University.

B. Issues/Waivers

1. The applicant is requesting that the three existing structures not connect to city utilities at this time. After consultation with the City Engineer, staff supports this request, provided that the applicant abandons the existing well and septic system.

2. Continue using the three (3) existing structures for storage. They are currently being used to meet the university's operational needs. Staff is supportive of the buildings remaining on the site as long as the buildings and property are properly maintained.

C. Recommendation

Staff: Approval

D. Decision

City Council: Approved

II. COMMUNITY METRICS

Table 1: Land Use

Description	Details	Map Ref.
Existing Land Use(s)	Vacant County residence and several outbuildings/Agricultural operations	-
Proposed Land Use(s)	Public Education Institution (ISU Campus)	-
Existing/Proposed Zoning	Rural Urban Transition Area (RUT) and R-6 in Ada County	VII.A.2
Future Land Use Designation	Commercial	VII.A.3

Table 2: Process Facts

Description	Details
Preapplication Meeting date	Friday, June 7, 2024
Neighborhood Meeting	5/28/2024
Site posting date	8/30/2024

Table 3: Community Metrics

Agency / Element	Description / Issue	Reference
Ada County Highway District		II.E
• Comments Received	Yes	-
• Commission Action Required	No	-
• Access	S. Locust Grove Road – cross access with the ICOM property to access E. Central Drive	-
• Traffic Level of Service	Better than "E" and Better than "D".	-
ITD Comments Received	No	**Error! Reference source not found.**

See City/Agency Comments and Conditions Section below and review the public record for all department/agency comments received.

III. STAFF ANALYSIS

Comprehensive Plan and Unified Development Code (UDC)

A. General Overview

The subject property is currently designated Commercial on the future land use map (FLUM). This designation provides a full range of commercial uses to serve area residents and visitors. Desired uses may include retail, restaurants, personal and professional services, and office uses, as well as appropriate public and quasi-public uses. Multi-family residential may be allowed in some cases, but should be careful to promote a high quality of life through thoughtful site design, connectivity, and amenities. Sample zoning include: C-N, C-C, and C-G.

The applicant is requesting the annexation of 23.254 acres of land from the RUT and R-6 zoning districts in Ada County to the C-G zoning district, with the intent to develop the site for a Public Education Institution. This annexation is necessary for ISU to access allocated funds for infrastructure improvements, though no actual development is proposed at this time. Typically, the City requires a concept plan that includes details such as site access, parking, building sizes, pedestrian circulation, and common open space. However, due to the long-term nature of this project, developing these details as part of a comprehensive master plan is crucial. Therefore, City staff has requested that ISU submit a future planned unit development to allow adequate time for master planning the property and coordinating with other partnering agencies.

B. Site Development and Use Analysis

1. Existing Structures/Site Improvements *(UDC 11-1)*:
   The applicant is requesting to retain the three existing structures without connecting them to city utilities until redevelopment can take place. These structures are currently being used for storage to support the university's operational needs. In the meantime, the University commits to regularly maintaining the existing structures and property to ensure they remain clean and orderly. When redevelopment occurs, all existing structures will be removed.

2. Proposed Use Analysis *(UDC 11-2)*:
   Goal 2.04.01of the Plan emphasizes the importance of the City partnering with schools, non-profits, and other community-based organizations to provide a variety of educational opportunities throughout all stages of life. The 23.254-acre site is proposed for expansion as part of Idaho State University, a Public Education Institution. The proposed C-G zoning aligns with the comprehensive plan's commercial designation, where an educational institution is a principally permitted use in this zone. Idaho State University envisions the site accommodating academic buildings, university housing (dorms), clinical space (healthcare), multi-use facilities, and outdoor amenities. Given the complexity of the project, the development is expected to unfold over a 30-year timeline. **The applicant will be required to submit and obtain approval of a Planned Unit Development (PUD) prior to developing the property.**

3. Dimensional Standards *(UDC 11-2)*:
   With annexation of this property, any future development is required to comply with the dimensional standards listed in UDC Table 11-2B-3 for the C-G zoning district.

C. Design Standards Analysis

1. Site and Building Design Standards *(Comp Plan, UDC 11-3A-19)*:
   Goal 5.01.02D of the Plan emphasizes the importance of building design, and landscaping elements to buffer, screen, beautify, and integrate commercial, multifamily, and parking lots into existing neighborhoods. Future development plans, including site layouts, landscape designs, and building elevations, should adhere to the structure and site design standards set

forth in UDC 11-3A-19 and the Architectural Standards Manual (ASM). Additionally, future design concepts will be reviewed and approved through the Planned Unit Development (PUD) process to ensure compatibility with neighboring properties as set forth in UDC 11-7.

2. Landscaping *(UDC 11-3B)*:
   Future development shall comply with the landscape standards listed in UDC 11-3B.

3. Parking *(UDC 11-3C)*:
   Future development shall comply with the parking standards listed in UDC 11-3C.

D. Transportation Analysis

1. Access *(Comp Plan and UDC 11-3A-3)*:
   Please note that the concept plan used in the TIS is subject to change during the City's review of the PUD application. However, it does establish a baseline for evaluating access to this property and future mitigation measures as discussed in this section of the report.

   The City has received ACHD's staff report on the proposed annexation request. This development is estimated to generate 5,330 vehicle trips per day, 552 vehicle trips per hour in the AM peak hour and 481 vehicle trips per hour in the PM peak hour, based on the traffic impact study. The TIS also evaluated two (2) accesses to S. Locust Grove Rd. and one (1) access to E. Central Drive.

   - Access 1 is proposed as a full access driveway located as far as possible for the Locust Grove Road/Central Drive intersection. The proposed access would replace an existing full-access driveway and is critical to the traffic operation and circulation of the proposed development.
   - Access 2 is proposed as a full-access driveway to replace the existing access to the residential home and is critical to traffic operation and circulation of the proposed development.
   - Access 3 is proposed as right-out only access due to its proximity to Woodbridge Drive and the neighboring property to the north. Access 3 meets District access spacing standards and avoids turning movement conflicts.

   The applicant's proposal does not fully comply with ACHD's Access and Driveway Location Policies. Typically, access for this development would be limited to Central Drive, a collector roadway, because it is a lower-classified roadway than Locust Grove Road, which is a minor arterial. However, Access 1 is necessary for the existing parking lot, and Accesses 2 and 3 are required for internal site circulation. Driveways on Locust Grove Road are generally required to be 660 feet apart from other full-movement driveways or 330 feet apart for driveways limited to right-in/right-out access. Despite these requirements, ACHD supports the applicant's access evaluation from the traffic impact study, as all driveways are essential for proper site circulation, and Access 3 is restricted to right-out only.

   Additional improvements identified in the TIS include the construction of a southbound right-turn lane at the Locust Grove Road/Access 2 intersection and a second westbound through lane at the Central Drive/ Locust Grove intersection that runs from the intersection west to terminate as a right-turn drop lane at the Central Drive/Access 1 intersection.

   In line with ACHD's policies, the Comprehensive Plan and the UDC require developments to access a lesser-classified street. Goal 6.01.02B of the Plan encourages minimizing the number of existing access points onto arterial streets by utilizing methods such as cross-access agreements, access management, and frontage or backage roads, while promoting connectivity between local and collector streets. The purpose of UDC 11-3A-3 is to enhance safety by consolidating and/or limiting access points to arterial streets, ensuring safe entry for

motorists. Currently, the primary access to this property is from S. Locust Grove Road. However, the City previously required cross-access to this property through the ICOM parking lot. Staff concurs with the ACHD report and agrees some access to Locust Grove Road is necessary for internal site circulation. With a future development application, both the City and ACHD will review access points on S. Locust Grove Road and E. Central Drive. At a minimum, the driveway and cross-access provided by the ICOM property should be utilized for the proposed development. Staff also encourages the applicant to explore additional access options through coordination with the Idaho State Police. Staff recommends a provision in the development agreement requiring the applicant to comply with the access standards set forth in UDC 11-3A-3.

2. Multiuse Pathways *(Comp Plan & UDC 11-3A-5 and UDC 11-3A-8)*:
Both the Plan and the Unified Development Code (UDC) set forth policies and regulations for extending multiuse pathways in conjunction with new development. Goal 4.04.01A of the Plan encourages new developments and subdivisions connect to the existing pathway system. Multiuse pathways should be constructed in accordance with the City's Comprehensive Plan, the Meridian Pathways Master Plan, the Ada County Highway District Master Street Map, and the Roadways to Bikeways Master Plan. The Pathways Master Plan indicates a multi-use pathway along the Hunter Lateral, connecting with S. Locust Grove Road on the northeast portion of the site. The pathway currently stubs at the property line from the ICOM parking lot on the southern border. With future development, the applicant will be required to extend this pathway through the site and landscape it in accordance with UDC 11-3A-5, 11-3A-8, and 11-3B-12C.

E. Services Analysis

1. Waterways *(UDC 11-3A-6)*:
The Hunter Lateral bisects the property, with an easement that extends a minimum of 100 feet in total—50 feet on either side of the lateral's centerline. The applicant proposes to tile and pipe the irrigation canal in accordance with UDC 11-3A-6. Any improvements within the easement area will require approval from the Nampa Meridian Irrigation District (NMID).

2. Utilities *(Comp Plan, UDC 11-3A-21)*:
Both the Plan and the UDC establish policy and regulations for extending and connecting to City utilities. Goal 3.03.03G of the Plan mandates urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities. Connection to City water and sewer services is typically required with annexation, unless otherwise approved by the City Engineer in accordance with UDC 11-3A-21. As mentioned, the applicant is requesting that the three existing structures not connect to city utilities at this time. After consultation with the City Engineer, staff supports this request, provided that the applicant abandons the existing well and septic system.

IV. CITY/AGENCY COMMENTS & CONDITIONS

A. Meridian Planning Division

A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer.

Currently, a fee of $303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines annexation is in the best interest of the City:

1. Before commencing development on the property, the applicant must submit and obtain approval of a Planned Unit Development (PUD) application.
2. The three existing buildings on the site shall be used solely for storage until future development is proposed, ~~and~~at which time, all buildings must be removed and the existing well and septic system ~~must be~~ abandoned.
3. The property and existing structures must be maintained to prevent them from becoming a noxious use in accordance with UDC 11-3A-10.
4. Access to the property must comply with the standards set forth in UDC 11-3A-3. The City and ACHD will determine appropriate access to S. Locust Grove Road and E. Central Drive during the review and approval of the PUD application.
5. The site plan submitted with the PUD application shall incorporate a primary access from E. Central Drive that aligns with one of the existing driveways on the southside of the road.

B. Ada County Development Services

ADA COUNTY
DEVELOPMENT SERVICES
200 W. FRONT STREET, BOISE, IDAHO 83702-7300
https://adacounty.id.gov/developmentservices
PHONE (208) 287-7900
FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

July 19, 2024

Bill Parsons
Ada County Development Services
200 W Front Street
Boise, ID 83702

RE: H-2024-0027 / 785 S Locust Grove Road / Idaho State University Annexation

Bill,

The City of Meridian has requested feedback regarding the proposed annexation and rezone from Rural Urban Transition (RUT) to General Retail and Service Commercial (C-G) of 23.25 acres located at 785 S Locust Grove Road. The proposed future uses are to include facilities for academic, residential, clinical and community needs.

Ada County is supportive of the proposed annexation as it is compatible with *Goal 2.2* of the Ada County Comprehensive Plan, which encourages urban development be directed to Areas of City Impact where investments in urban services have already been made.

Ada County is supportive of the proposed zone to C-G as it is compatible with the Future Land Use Map of the Meridian Comprehensive Plan, as adopted by Ada County, as it designates the subject property as *Commercial,* which is intended to provide retail, restaurants, personal and professional services, and office uses, as well as appropriate public and quasi-public uses, and may include multi-family.

Please feel free to contact me with any questions.

Sincerely,
Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services

C. Quality (DEQ)

See public record.

D. Idaho State Police

See public record.

E. Ada County Highway District (ACHD)

Alexis Pickering, President
Miranda Gold, Vice-President
Jim Hansen, Commissioner
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

Date: August 2, 2024

To: Marty Vizcarra, via email

Staff Contact: KaraLeigh Troyer, Planner

Project Description: Idaho State University

Trip Generation: This development is estimated to generate 5,330 vehicle trips per day, 552 vehicle trips per hour in the AM peak hour and 481 vehicle trips per hour in the PM peak hour, based on the traffic impact study.

Proposed Development Meets	
All ACHD Policies	*
Requires Revisions to meet ACHD Policies	

Traffic Impact Study	
Yes	X
No	
If yes, is mitigation required	X

Area Roadway Level of Service	
Do area roadways meet ACHD's LOS Planning Thresholds?	
Yes	X
No	
Area roads will meet ACHD's LOS Planning Thresholds in the future with planned improvements?	
Yes	
No	

ACHD Planned Improvements	
IFYWP	X
CIP	X

Livable Street Performance Measures	
Pedestrian	LTS 4
Cyclist	LTS 3

Is Transit Available?	
Yes	
No	X

Comments: The tables above list the existing conditions of the surrounding roadways without the proposed development as this application is for annexation and rezone only. With a future development application, this summary will be updated to reflect the development and its impact.

connecting you ***to more***

Ada County Highway District · 3775 Adams Street · Garden City, ID · 83714 · PH 208 387-6100 · FX 345-7650 · www.achdidaho.org

V. FINDINGS

A. Annexation and/or Rezone (UDC 11-5B-3E)

VI. ACTION

A. Staff:

Staff recommends approval of the annexation based on the analysis in section III and Findings in section V.

B. Commission:

The Meridian Planning & Zoning Commission heard this item on August 15, 2024. At the public hearing, the Commission moved to recommend approval of the subject AZ request.

Summary of Commission public hearing:

a. In favor: Brian Sagendorf
b. In opposition: None
c. Commenting: None
d. Written testimony: None
e. Staff presenting application: Bill Parsons
f. Other Staff commenting on application: None

Key issue(s) of public testimony:

a. None

Key issue(s) of discussion by Commission:

a. Future access to serve the proposed development.

Commission change(s) to Staff recommendation:

a. None

Outstanding issue(s) for City Council:

a. See *issues/waivers* section at the beginning of the report.

C. City Council:

The Meridian City Council heard this item on September 10, 2024. At the public hearing, the Council voted to approve the subject AZ request.

1. Summary of the City Council public hearing:
   a. In favor: Brian Sagendorf
   b. In opposition: None
   c. Commenting: None
   d. Written testimony: None
   e. Staff presenting application: Bill Parsons
   f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
   a. None
3. Key issue(s) of discussion by City Council:
   a. Access to S. Locust Grove Rd.
   b. Updating the traffic study to include E. Woodbridge Drive in the analysis.
4. City Council change(s) to Commission recommendation:
   a. Modify DA provision # 2 to clarify the well and septic can be abandoned with future development.
   b.

Added a new DA provision requiring a primary access to the campus from E. Central Drive.

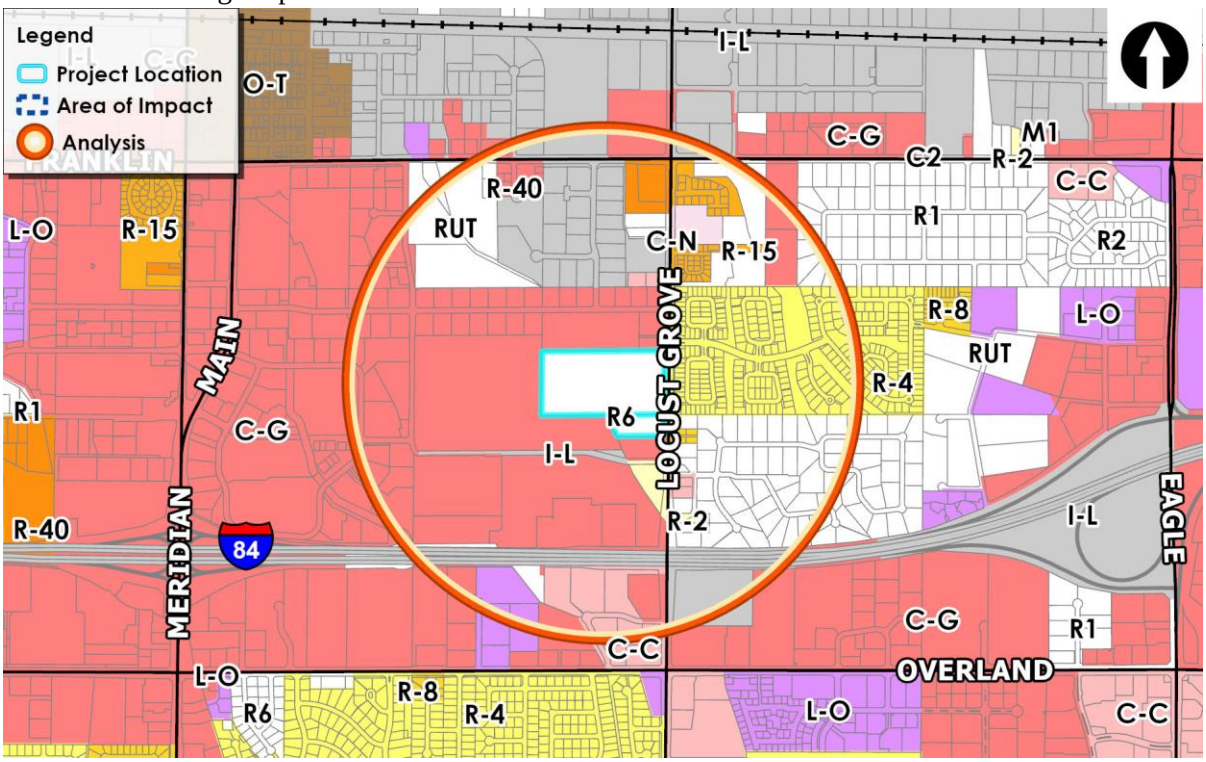
VII. EXHIBITS

A. Project Area Maps

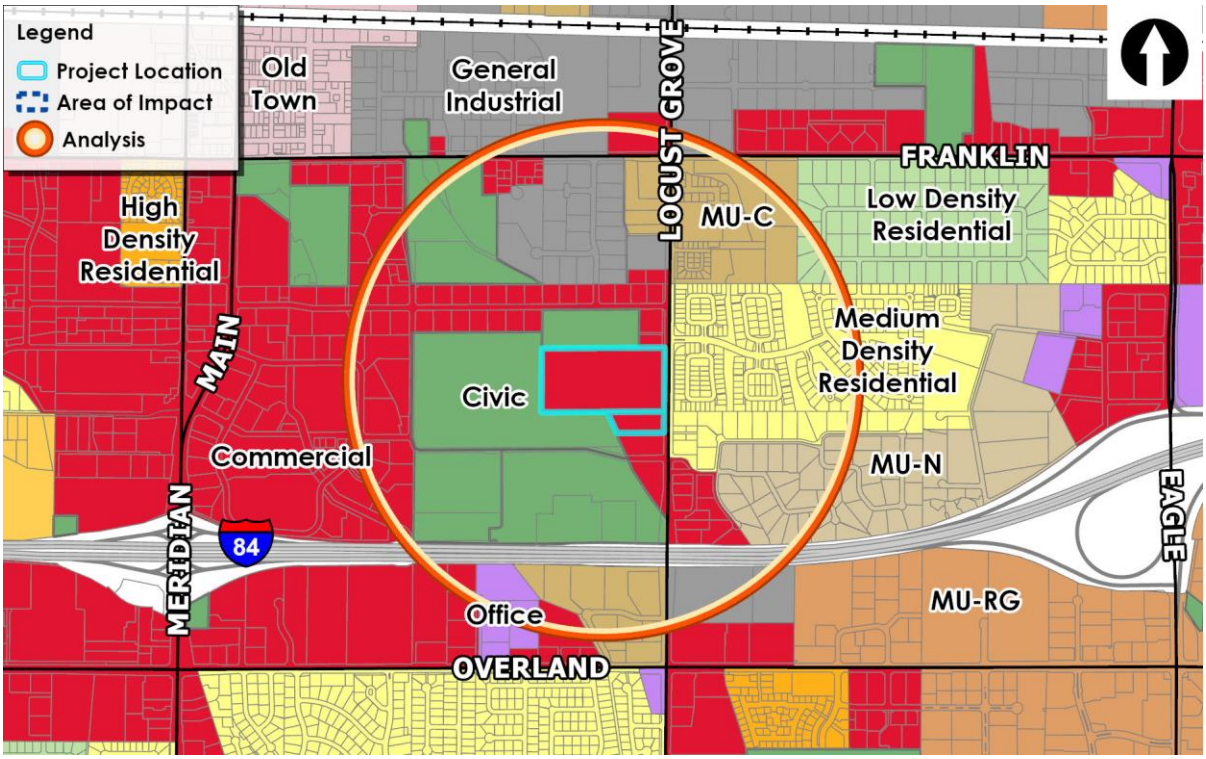
1. Aerial



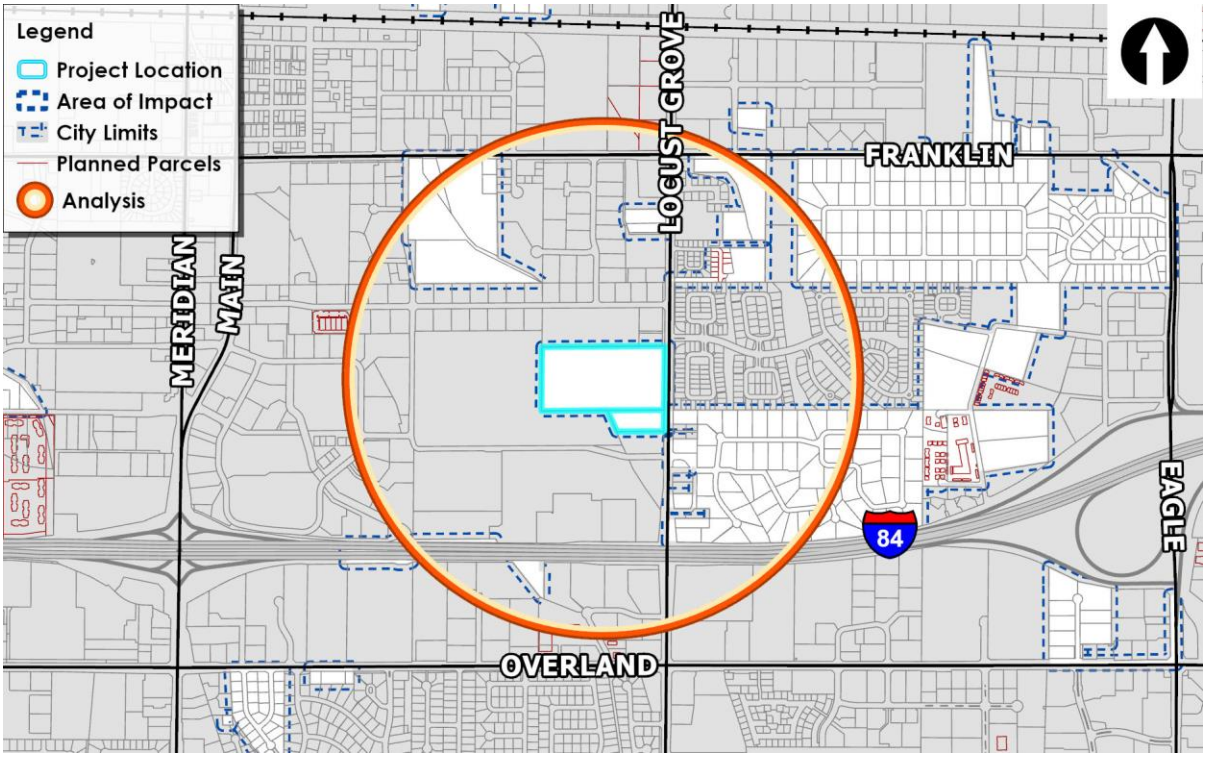
2. Zoning Map



3. Future Land Use



4. Planned Development Map



B. Subject Site Photos

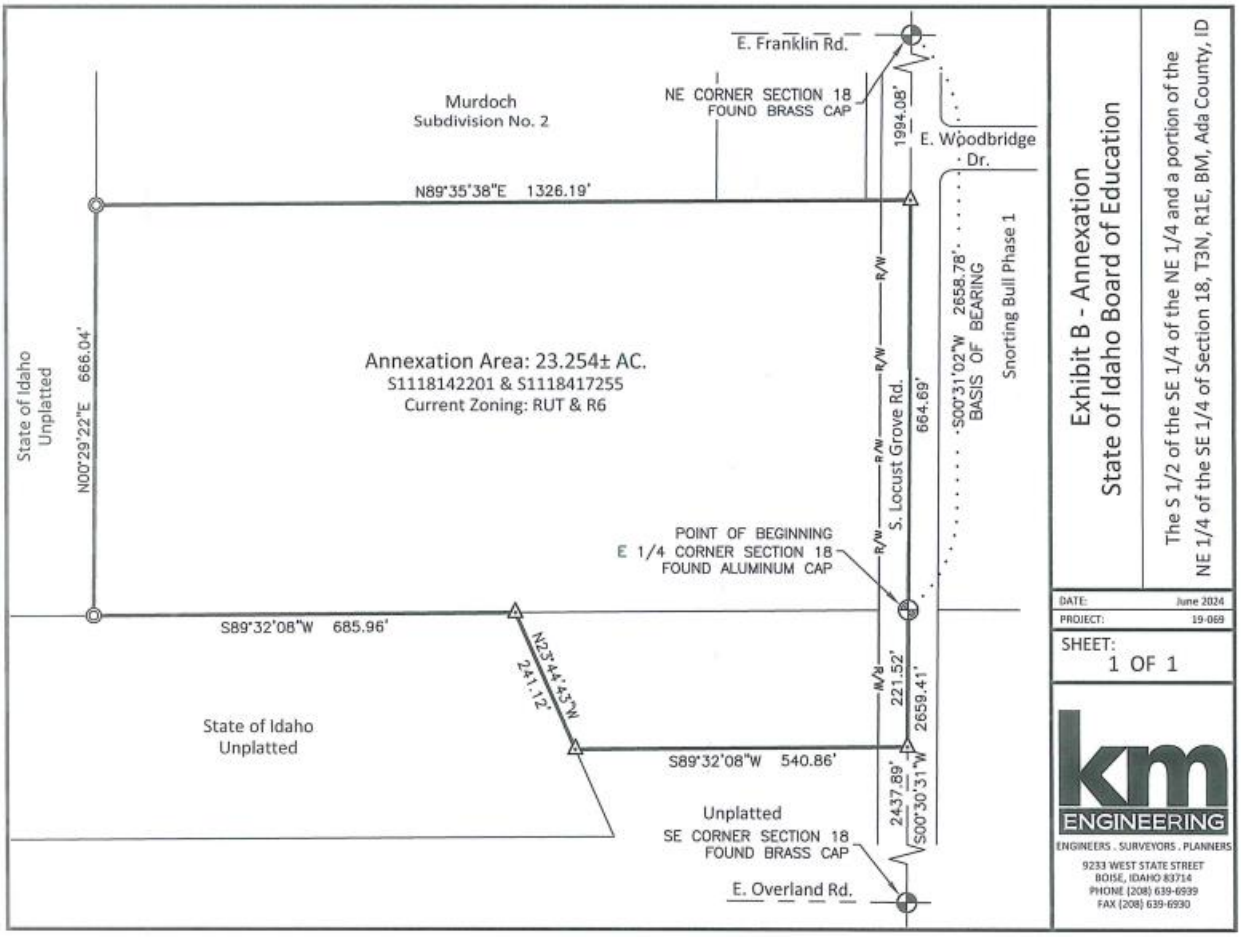




C. Service Accessibility Report

Criteria	Description	Indicator
Location	Within 1/2 mile of City Limits	YELLOW
Extension Sewer	Trunkshed mains < 500 ft. from parcel	GREEN
Floodplain	Either not within the 100 yr floodplain or > 2 acres	GREEN
Emergency Services Fire	Response time < 5 min.	GREEN
Emergency Services Police	Meets response time goals most of the time	GREEN
Pathways	Within 1/4 mile of current pathways	GREEN
Transit	Within 1/4 mile of current transit route	GREEN
Arterial Road Buildout Status	Ultimate configuration (# of lanes in master streets plan) matches existing (# of lanes)	GREEN
School Walking Proximity	Within 1/2 mile walking	GREEN
School Drivability	Either a High School or College within 2 miles OR a Middle or Elementary School within 1 mile driving (existing or future)	GREEN
Park Walkability	Either a Regional Park within 1 mile OR a Community Park within 1/2 mile OR a Neighborhood Park within 1/4 mile walking	GREEN

D. Annexation Legal Description & Exhibit Map



km ENGINEERING

June 7, 2024
Project No. 19-069

Exhibit A
Legal Description for
Annexation

A parcel of land being the South 1/2 of the Southeast 1/4 of the Northeast 1/4 and a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

BEGINNING at an aluminum cap marking the east 1/4 corner of said Section 18, which bears S00°31'02"W a distance of 2,658.78 feet from a brass cap marking the northeast corner of said Section 18;
Thence following the easterly line of said southeast 1/4 of Section 18, S00°30'31"W a distance of 221.52 feet;
Thence leaving said easterly line, S89°32'08"W a distance of 540.86 feet to the centerline of an irrigation lateral;
Thence following said centerline, N23°44'43"W a distance of 241.12 feet to the southerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4;
Thence leaving said centerline and following said southerly line, S89°32'08"W a distance of 685.96 feet to a 5/8-inch rebar;
Thence leaving said southerly line and following the westerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N00°29'22"E a distance of 666.04 feet to a 5/8-inch rebar;
Thence leaving said westerly line and following the northerly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, N89°35'38"E a distance of 1,326.19 feet;
Thence leaving said northerly line and following the easterly line of said South 1/2 of the Southeast 1/4 of the Northeast 1/4, S00°31'02"W a distance of 664.69 feet to the **POINT OF BEGINNING.**

Said parcel contains a total of 23.254 acres, more or less.

Attached hereto is Exhibit B and by this reference is hereby made a part of.

PROFESSIONAL LAND SURVEYOR
REGISTERED
12459
STATE OF IDAHO
AARON L. BALLARD
6.7.2024

9233 West State Street • Boise, Idaho 83714 • 208.639.6939 • kmengllp.com

UNIVERSITY OF IDAHO

SUBJECT

Renewal of existing office lease for UI College of Agricultural and Life Science's extension program in Custer County.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2(a)

BACKGROUND/DISCUSSION

Since 2019, the University of Idaho's Custer County Extension office has occupied commercial office space in Challis ID. Since counties are responsible for providing facilities for UI county extension programs, rather than dedicating their limited space in the courthouse or other county-owned facilities, the Board of Custer County Commissioners reimburses UI for office leasing costs from the commercial landlord leasing to the Regents. UI is requesting permission to extend that leasing arrangement as provided by the attached draft lease. While UI occupation of this space has been covered by a series of annual leases (with UI's annual renewal decision always subject to Custer County's annual budget approval), prior Board of Regents' policy did not require Regents' approval for each renewal so long as no single term exceeded five years, or the rent exceeded the approval threshold established by the then current Board policy. However, August 2023 Board policy changes now require Regents' approval for any extension of an existing term of a lease when such extension results in a cumulative period of occupation exceeding five years. The terms of this lease have remained essentially unchanged for the past five years but are modified in the draft renewal to at least partially address the change in Board policy.

IMPACT

Custer County reimburses UI all rent imposed by the attached Regents' lease.

ATTACHMENTS

Attachment 1 – Draft Lease Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.2(a) – Institutional Approval Authorization Limits requires Board approval for all transactions for institutional leases of real property (as lessee or lessor) if lease amount is over $2M, or the term of the lease exceeds 5 years.

The policy was updated in August 2023 to include the following language that pertains to this lease renewal of commercial space for UI College of Agriculture and Life Science's extension program from Challis Rentals in Challis, ID, "If the lease term including renewal terms did not exceed 5 years under the original term of a lease, but through amendment the term is extended, Board approval is

required." The lease term commenced on October 1, 2024, and is now scheduled to terminate on September 30, 2029.

The lease terms and details are in substantial conformance with Board policy.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter into a lease with Challis Rentals in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Associate Vice President for Budget and Planning to execute the lease and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into by and between Judi Leuzinger, an individual, hereinafter referred to as "Lessor" and The Board of Regents of the University of Idaho, a state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho hereinafter referred to as the "Lessee".

Lessor and Lessee agree as follows:

1. Lease of Premises. Lessor is the owner of the real property located at: Unit B, 1340 E Pleasant Ave, Challis ID 83226, hereinafter referred to as the "Premises". Lessor agrees to lease the Premises to the Lessee for the purpose of providing office space for the University of Idaho's Custer County Extension Office. During the Lease Term, Lessor covenants on behalf of itself and its respective successors and assigns to provide quiet and peaceable possession of Premises to Lessee, subject to the express provisions of this Lease. Lessor shall prohibit smoking on Premises and within or near the building in which Premises are located. Lessee shall have access to and shared use of common areas of the building and property, including but is not limited to lobby areas, conference rooms, bathrooms, hallways, and any on-site parking.

2. Lease Term. Lease Term commences on October 1, 2024, and shall continue through September 30, 2029. Either party may terminate Lease early with written notice to the other party transmitted by no later than December 31 of the year preceding such noticed early termination. Any such early termination shall become effective on September 30 of the calendar year following the dated transmission of written notice of early termination.

3. Lease Payment. Lessee shall pay to Lessor $4,380.00 each year of Term. Lessee agrees to make such annual payment on or before each October 31 of the Term unless Lease has been terminated early as provided in Section 2 or 7. Payment shall be made to Judi Leuzinger or to such other party or address Lessor provides to Lessee in writing. In the event Lease is terminated early as provided by Section 7, Lessor shall reimburse Lessee the pro rata share of rent for period which Lessee has previously paid but does not occupy Premises.

4. Inspection, Repairs, Alteration and Waste. Lessee has inspected Premises and leases it "AS IS". Lessor approves Lessee's use of portable heaters provided by Lessee and installed at the Premises by Lessee. Lessor shall maintain and keep Premises in good order and repair including responsibility for repairs to plumbing, electrical, heating and electrical systems. Repairs over the term of the Lease required to maintain the existing condition of the Leased Premises shall be at the Lessor's expense. Neither Lessor nor Lessee shall make any alterations, additions or improvements in said Premises subsequent to occupancy by Lessee without the written consent of the other during the duration of this Lease. Such consent shall not be unreasonably withheld or delayed. Lessee will not commit waste on the Leased Premises, nor will it disfigure or deface any part of the building, grounds, or any other part or portion of the Premises, including fixtures. Lessee shall not permit any excessive noise or odor to escape from

Premises or otherwise create such a nuisance for other tenants. Lessee further covenants that it will return the Leased Premises at the expiration of the Lease or early termination thereof to the Lessor in the same condition as originally received, reasonable wear and tear excepted.

5. Utilities, Janitorial, Property Taxes and Signage. Lessor shall pay for the utility charges for the Leased Premises including but not limited to electricity, natural gas, water, sewer, solid waste, and snow and ice removal. Lessee shall pay for janitorial, telephone, internet and cable or satellite television services, assessed by the service provider for Lessee's use of Premises. Lessor shall pay for all real and personal property taxes related to Premises and the building and grounds in or on which Premises are located, except Lessor shall not be responsible for personal property taxes for property owned by Lessee and placed on Premises by Lessee. Lessee, subject to reasonable size and installation requirements of Lessor, may install signs identifying Lessee's location and operation within the building. These signs may be placed on the door of the Premises and on any marquee or wayfinding signs for the property that identifies occupants of the building. Such installation shall be at Lessee's expense.

6. Liability and Insurance. Each party shall be responsible only for the acts, omissions or negligence of such party and such party's own employees and agents. Nothing in this Lease shall extend the tort responsibility or liability of the Lessee or the State of Idaho beyond that required by law, including the Idaho Tort Claims Act, Idaho Code section 6-901, *et seq.* Each party shall be responsible for damage to property of the other party caused by such party and such party's employees and agents in the performance of the Lease. If Lessee's liability for a property claim or damage is not covered by Lessee's self-insurance or other property coverage, Lessee shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. If a claim or damage arises from more than one party's performance of the Lease or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

7. Damage or Destruction Renders Leased Premises Unfit for Occupancy. If, during the term of this Lease the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of the Lessee so as to render Premises unfit for occupancy by Lessee, this Lease may be terminated by Lessee. In the event of such termination, Lessee shall immediately surrender Premises to the Lessor and shall pay rent only to the time of such surrender with any balance of rent already paid to Lessor being refunded to Lessee. If comparable and acceptable space can be provided by the Lessor, Lessee may elect, at its sole option, to relocate to such substitute space. Rents will be continued upon occupancy at: (i) the current lease rate; or (ii) the market rate for the substitute space, whichever is less. Such relocation shall be for the remainder of this Lease Agreement.

8. Hazardous Material Use. Lessor and Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, used, disposed, or discharged, in, on, from or about the Premises by their agents, employees, contractors, customers, clients, guests or invitees except as incidental to Lessee's permitted use of Premises or Lessor's maintenance, repair or other ownership obligations for the Premises, and only in quantities that are less than the quantities that are required to be reported to governmental or other authorities under applicable law or regulations. Lessor and Lessee shall comply with all applicable laws and regulations regulating

the use, reporting, storage, discharge and disposal of Hazardous Material. As used in the Lease, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any federal, state or local governmental authority or political subdivision. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under applicable law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl ("PCB"), (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Solid Waste Disposal Act (42 U.S.C. §6903), (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601), (viii) defined as a "regulated substance" pursuant to Section 9001 of the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991, (ix) considered a "hazardous chemical substance and mixture" pursuant to Section 6 of the Toxic Substance Control Act (15 U.S.C. § 2605), or (x) defined as a "pesticide" pursuant to Section 2 of the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136).

9. Prohibition on Lessee Assignment. Lessee may not assign all or a part of this Lease unless Lessee first obtains the written consent of Lessor.

10. Default, Termination and Right of Reentry. It is expressly understood and agreed that if Lessee or Lessor fails to comply with any of the material covenants or agreements contained in the Lease, the other party, at its option, may declare the non-complying party in default of this Lease and shall provide written notice of such default declaration to the non-complying party. Following receipt of a notice of default, the defaulting party shall have twenty (20) days to cure the default (ten days in the event of failure to pay rent). A default shall be deemed to have occurred if a defaulting party fails to cure a default within the time provided herein. In the event of a default by Lessor, Lessee shall have the right to immediately terminate the lease without further notice or penalty, owing only rent due as of the date of termination and to take whatever action is permissible under applicable law. In the event of a default by Lessee, Lessor shall have the right to take whatever action is permissible under applicable law and, upon five (5) days written notice, evict Lessee and reenter Premises without termination of the Lease. If at any time the tenancy shall be ended as described above, or should Lessor elect to reenter the premises upon Lessee's default or abandonment, or should the Lessor or Lessee terminate this Lease, Lessee hereby agrees to surrender and deliver Premises to Lessor peacefully and immediately. If the Lease has not been terminated, Lessee shall be liable for rent until Premises are re-let or the lease term has expired; whichever occurs first. Lessor shall have the duty to seek to re-let the Leased Premises as soon as possible and with as much effort as is reasonable within the industry.

11. Notice. Any notice under this Lease shall be in writing and be delivered in person or by public or private courier service (including US Postal Service Express Mail and Federal Express) or registered or certified mail shall be sent with return receipt requested. Any notice given by facsimile shall be verified by a facsimile confirmation. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing.

If to Lessor: Judi Leuzinger
23222 Hwy 75
Challis ID 83226

If to Lessee: Vice President for Finance and Administration
University of Idaho
875 Perimeter Drive MS3168
Moscow, ID 83844-3168

Either party hereto may, by proper notice to the other designate any other address for the giving of notice. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) the day of the mailing by registered or certified mail, or (c) the day facsimile delivery is verified.

12. Officials, Agents and Employees of Lessee Not Personally Liable. Lessor and Lessee agree that in no event shall any official, officer, employee or agent of the Lessee be in any way personally liable or responsible for any covenant or agreement contained in this Lease Agreement, whether expressed or implied, nor for any statement, representation or warranty made here in or in any way connected with this Lease or the Premises.

13. Entry. Lessor may at all reasonable times enter to view the Leased Premises to make noticed repairs, or show Premises to persons who may wish to lease or buy the same. Lessor shall make every effort to notify Lessee in advance of such showings and repairs to minimize interruption of Lessee's ongoing business activities.

14. No Partnership. It is expressly understood and acknowledged that Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise with Lessee, and that the relationship of Lessor and Lessee hereunder is strictly that of landlord and tenant.

15. Written Modifications. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by Lessor and by Lessee.

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

17. Commissions. Lessee has not employed the services of any person acting as a real estate broker, agent, or finder for the negotiation or execution of this lease and Lessee has no leasing commissions, fees or similar charges payable to any person or entity as a result of its execution of this lease.

18. Nondiscrimination and Affirmative Action.

A. Lessor and Lessee shall not discriminate against any employee or applicant for employment in the performance of this Lease Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter

directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Lessor and Lessee certify that they do not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Lessor and Lessee agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

1. For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

2. For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

3. For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

4. For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

B. Lessor and Lessee shall include the terms of this clause in every subcontract or purchase order exceeding $50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

19. Counterparts. This Lease may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

20. Venue; Governing Law. Any legal proceeding instituted between the parties shall be in the courts of the county in which the Premises are located, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Lease shall be governed by the laws of the State of Idaho.

21. Time of Essence. All times provided for in this Lease, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

22. Entire Agreement. This Lease represents all the transactions contemplated by the parties hereto. It is understood and agreed by the parties that there are no verbal promises or implied promises, agreements, stipulations, or other representations of any kind or character pertaining to the Premises between them other than as set forth in this Lease.

LESSOR: Judi Leuzinger

By: _____
Judi Leuzinger

Date: _____

LESSEE: The Board of Regents of the University of Idaho

By: _____
Kim Salisbury,
AVP, Budget and Planning

Date: _____

UNIVERSITY OF IDAHO

SUBJECT

Site lease of approximately 0.58 acres to Red Star Coffee Company.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.a

BACKGROUND/DISCUSSION

The Regents' property proposed for site lease for a local, privately owned drive-through food and beverage stand is currently used by the University as a 39-space parking lot for UI campus residential occupants. UI Parking and Transportation Services estimates revenues attributable to the lot are about $13,000/yr, though ongoing maintenance and operating expenses subtract from this revenue.

Site development costs for the proposed private use, including sidewalks, paving, lighting, landscaping, etc. will be paid by the tenant. Most utility installation and use costs will also be paid by the tenant. The University will pay for installation and tenant use of University-delivered utilities to this site (sanitary and stormwater sewer connections only). The Regents will retain permanent ownership of the land, providing opportunities for continued commercial returns or re-use for future university-related activities upon termination of the lease. The proposed lease establishes a 10-yr term (with one, five-year renewal option) and rent schedule with escalation. The rental rate proposed was based upon an independent qualified commercial land use appraisal of land value and landlord yield rates. If the proposed private commercial development is eventually approved by the City of Moscow, the tenant will work with UI staff on final construction and site development plans in substantial conformance to the plans presented in the attached draft lease.

IMPACT

The Regents will commit the land over the term of the lease and pay for installation and use of University provided utilities, the latter have been estimated with financing to cost about $225,000. As proposed by the terms of the draft lease, the tenant will pay all other site development costs and utility installation and operating costs for the privately operated drive-through. The rent schedule for the lease provides a $42,000/yr payment (escalating to $48,300/yr for the second five years of the term) which will eventually reimburse the initial UI utility installation and use costs and if continued for the full term of the lease will provide additional payment for land rent.

ATTACHMENTS

Attachment 1 – Proposed site lease
Attachment 2 – Site plan

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the proposed 10-year ground lease and exhibits in the provided attachments and believes there is no negative impact to the Regents' or University of Idaho's real property interests. The Regents will continue to retain permanent ownership and control of the land while any site development, construction costs, utility improvements, or land improvement investments remains the responsibility of Red Star Coffee Company. However, UI will pay for installation and tenant use of sanitary and stormwater connections at the estimated cost of $250,000.

This agreement also creates a new income stream that diversifies sources of revenue for UI and sustainably utilizes an existing parking lot for a higher, better use.

Policy V.I.5.b.i governs Financial Affairs for Real and Personal Property and Services. The terms of the Ground Lease clearly fall within the subsection: Disposal of Real Property. The policy provides that leases to use real property under the control of an institution, school, or agency require prior Board approval – if the term of the lease exceeds five (5) years or if the lease revenue exceeds $250,000.

Staff recommends approval.

BOARD ACTION

I move to approve the University's Associate Vice President for Budget and Planning to 1) execute the attached Site Lease in substantial consistency with the draft submitted, and 2) execute related documents anticipated by that lease.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SITE LEASE

THIS SITE LEASE (Lease) is effective as of November 1, 2024 (the "Effective Date"), by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and body politic and corporate organized and existing pursuant to the Constitution and laws of the State of Idaho ("Landlord") and RED STAR COFFEE COMPANY, LLC, an Idaho limited liability corporation ("Tenant"). This agreement is hereinafter referred to as the "Lease".

RECITALS

A. Landlord is the owner of certain real property described in the attached Exhibit A and the improvements made to that real property ("Premises"). Landlord and Tenant each desire to enter into a site lease for the Premises to permit occupation, development and use by Tenant under terms and conditions of this Lease; and

B. Premises are currently improved with paved parking and landscaping owned by Landlord and included in the Premises under this Lease; and

C. Tenant proposes to install or construct a drive-through food and beverage stand and desires to remove and replace certain existing improvements to accommodate Tenant's proposed use.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals:** The parties acknowledge the foregoing Recitals are true and all terms and/or conditions set forth therein are incorporated into this Lease.

2. **Premises, Condition and Tenant Inspection:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions expressed herein, certain real property located in the City of Moscow in Latah County, Idaho, specifically described in Exhibit A as attached hereto and incorporated herein. Premises refers to the land and existing improvements thereon, including but not limited to asphalt paving, striping, lights, curbing, landscaping, and irrigation infrastructure. Prior to the Effective Date Landlord hereby grants Tenant permission, at Tenant's sole expense, to inspect the condition and suitability of Premises for the purposes of Tenant's proposed use. Therefore, when Tenant takes possession of Premises, Tenant shall accept the Premises in its "AS-IS" condition with all faults, if any, including both latent and patent defects. Landlord is not making, will not make, has not made and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises including, without limitation, the existence of hazardous waste or the suitability of Premises for Tenant's intended use. Tenant's use and occupation of the Premises under this Lease will be at Tenant's sole risk and in reliance solely upon Tenant's inspection or non-inspection as to the condition and suitability of Premises. Premises shall NOT include any utility or telecommunication infrastructure presently located on Premises, which shall remain as presently located unless and until engineering plans for relocation are provided to and approved in writing by Landlord, which approval may be withheld at the sole and absolute discretion of Landlord and subject to the terms established for utility

installation as provided by Section 10 of this Lease. Tenant shall be solely responsible for parking enforcement (if any) on Premises.

3. **Term and Renewal Option:** Lease shall commence on the Effective Date and shall expire on March 31, 2035 (the "Term"). The Lease shall immediately terminate upon the expiration of Term and be of no further force and effect, except as provided herein. Prior to Effective Date Tenant shall have no possessory rights and obligations regarding Premises and Landlord shall remain in possession of and responsible for the Premises and shall have all rights and obligations regarding Premises. Unless this Lease has been terminated early or Tenant is in uncured default, with Tenant's written notice to Landlord received on or before May 31, 2035, Tenant may exercise an option to extend its term for one, five-year period (April 1, 2035 through March 31, 2040), hereafter referred to as the "Renewal Term". All provisions of this Lease shall remain valid during the Renewal Term and Rent for Renewal Term is shown on the attached Exhibit B.

4. **Rent:** Premises are leased to Tenant for the monthly rent amounts shown in Exhibit B "Rent Schedule" attached and incorporated herein ("Rent"). No rent shall be due November 1, 2024, through March 31, 2025. Commencing April 1, 2025, and for the remainder of the Term (and Renewal Term if exercised by Tenant), Rent shall be due to Landlord on or before the first day of each month. Rent shall be made payable to Bursar, University of Idaho, and mailed to the attention of "General Accounting, University of Idaho, 875 Perimeter Dr MS 3166, Moscow ID 83844-3166", or as otherwise directed in writing by Landlord to Tenant. Except as explicitly provided herein, it is the purpose and intent of Landlord and Tenant that Rent shall be absolutely net to Landlord and this Lease shall yield, absolutely net to Landlord, the Rent specified and that Tenant shall pay all costs, charges and expenses of every kind and nature whatsoever against the Premises that may arise or become due during the term and that, except for the execution and delivery of this Lease, would or could have been payable by Landlord.

5. **Ownership, Construction, Maintenance and Replacement of Improvements:** Tenant shall maintain, repair, replace, demolish, develop and/or construct improvements thereon over the Term as provided by this Lease. All improvements constructed or installed on Premises (excepting those utilities existing on Premises prior to commencement or those subsequently installed by Landlord, its concessionaire, or contractor, hereafter referred to as the "Landlord Utilities") shall be owned by Tenant or Tenant's utility provider.

Before any construction, installation, subsequent alteration (including, without limitation, color changes and landscaping) or improvement (including, without limitation parking areas and signs; provided that temporary (less than 10 days) signs and decorations associated with Tenant's special events shall be permitted without Landlord's approval but subject to campus or City of Moscow regulations) to any building, grounds or other existing improvement located on Premises is commenced, Tenant shall obtain Landlord's written approval from Landlord upon Tenant's submission to the directors of Landlord's Architectural and Engineering Services or functional equivalent at the time of construction, alteration or improvement planning. When requesting Landlord's approval, Tenant shall submit sufficient information to Landlord's designated staff to enable Landlord to make a reasonable decision as to acceptability of the proposed improvement. Such approval shall not be unreasonably withheld, conditioned, or

delayed. Tenant and Landlord hereby agree that Landlord may reasonably withhold approval of any proposed construction, alteration or improvement in order to preserve the architectural character of the campus and neighborhood located on Landlord's nearby property, and that it is reasonable for the Landlord to withhold approval for construction and alterations that are inconsistent with the architectural style existing in similarly used or reasonably comparable buildings on campus at the time of Tenant's submission. It shall not be reasonable for Landlord to withhold approval to prohibit the style or character implied by the permitted use (a drive-through food and beverage stand) or to initiate an architectural style not existing in similarly used or comparable buildings on campus at the time of Tenant's submission.

Once any construction, alteration or improvement is commenced by Tenant or its agents, the same shall be continuously and diligently pursued to completion. All construction staging shall occur on Premises, unless a separate license agreement is granted by Landlord specifying the precise location that staging may occur on Landlord's nearby property. Landlord shall have no obligation to provide such licensed staging area outside the Premises. The parties agree to work diligently and cooperatively with each other with respect to any previously approved construction and alterations of the building, including cooperation to obtain those approvals required by applicable regulatory jurisdictions necessary for the initial construction, operation, and/or alteration of a proposed building or other improvement.

Tenant, at its sole expense, shall keep Premises, including the improvements it makes to Premises, and the adjoining street-side walkways and curbs clean and safe and in good order, repair, and condition free of accumulations of snow, ice, or debris. Tenant shall make all repairs (including structural repairs) and replacements necessary. Tenant shall maintain the Premises and any improvements (excluding Landlord Utilities) in compliance with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies. If replacement of improvements or any portion thereof is necessary (excluding Landlord Utilities), Tenant shall replace with improvements of the same quality, and repair all damage done in or by such replacement. Aside from installation and delivery of sanitary sewer and stormwater management utilities, Landlord shall not be required to furnish any other utility or facilities, or to make any repairs or alterations to the Premises or improvements, and Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of Premises and improvements during Term.

6. **Surrender of Premises at Termination:** Prior to termination Tenant shall remove all personal property and real property improvements Tenant has installed on Premises (excluding paving, curbing, landscaping, and those utilities serving the real property improvements of the Premises). All clearing and restoration of Premises upon surrender shall be completed at Tenant's sole cost and expense. Tenant shall not be entitled to compensation for any value attributed to the improvements surrendered under the terms of this Lease. In the event Tenant is not in compliance with surrender terms set forth in this Section, Tenant shall pay to Landlord, upon thirty (30) days of invoice, an amount equal to amount paid by Landlord to complete such clearing and restoration following termination of this Lease.

7. **Taxes:** Tenant shall pay all applicable taxes, license fees, permits, special assessments or other charges (if any) which may become due or which may be lawfully assessed

against Premises, against Tenant, against the business conducted on Premises and against any and all improvements thereon during or for the period of the Term of this Lease even if such charges accrued during the time of Tenant's occupation are not due and payable until after termination of this Lease.

8. **Right to Assign:** Tenant shall not assign this Lease or sublet the Premises, or any part or portion thereof, without the prior written consent of the Landlord, which consent may be withheld at the sole and absolute discretion of Landlord. Notwithstanding any assignment and/or subletting, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease until the assignee and/or subtenant shall execute and deliver to Landlord an instrument by the terms and provisions of which such assignee and/or subtenant shall assume and agree to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Upon the execution and delivery of such instrument, and subject to the prior approval from Landlord as described above, Tenant shall be relieved and discharged of and from all obligations under this Lease accruing from and after the date of execution of the instrument by any such assignee and/or subtenant. Unless otherwise assumed by the assignee and/or subtenant and such assumption is enforceable by Landlord, no assignment of this Lease shall release, waive or discharge Tenant from any liability or obligation arising from or accruing prior to the date any assignee and/or subtenant assumes and agrees to be bound by and to perform all terms, conditions, covenants and obligations of Tenant under this Lease. Landlord's consent to one assignment and/or subletting shall not waive Tenant's obligation to obtain Landlord's consent or Landlord's right to object to any future assignment and/or subletting.

In the event of sale, transfer or assignment by Landlord of Landlord's interest in the property on which the Premises are located, Landlord shall cause such successor in interest to expressly assume in writing all of Landlord's duties and obligations pursuant to this Lease. Upon receipt of such assumption by the successor in interest, Landlord shall be released from any and all obligations or duties arising under this Lease.

9. **Permitted Uses and Improvements:** Tenant shall use and occupy Premises for the sole purpose of constructing, operating, maintaining, and removing a drive-through non-alcoholic beverage and food stand as depicted in the attached site plan (attached and incorporated herein as Exhibit C). Additional improvements and uses may be permitted but shall be subject to Tenant's prior written request to Landlord for approval of Tenant's submitted plans and written specifications for additional use or improvements, which approval may be reasonably withheld to conform to Landlord standards for use, appearance and safety. Failure of Tenant to comply with such use limitations, to obtain Landlord's prior approval for additional improvements, or to receive any applicable jurisdictional approvals upon initiation of such use or completion of such improvements, shall be deemed a default under this Lease and any expenses assumed by Landlord to remedy any incomplete construction activity or violation of jurisdictional rules shall be considered as additional damages to any other damages which may result from Tenant's default under terms of this Lease.

10. **Utilities and Services:** Landlord shall provide at no additional cost to Tenant installation and use of Landlord Utilities which, for the purpose of this Lease, only includes

sanitary sewer and stormwater management utilities to serve Premises and Tenant's permitted uses. Tenant shall pay directly to each other utility or service provider (other than Landlord as provided above) for any utility installation, use or service fees as billed by such other utility or service provider for Tenant's use of Premises during the Term of the Lease. Landlord agrees to facilitate coordination of installation, alteration, repair, or replacement between Tenant and Landlord's utility concessionaire for required sanitary sewer or stormwater management infrastructure and for its ongoing service and use as deemed necessary by Landlord for the permitted uses of this Lease. Installation, alteration, repair, or replacement of any other utilities desired by Tenant shall be secured by Tenant and coordinated with Landlord to ensure it will not interfere with existing or proposed Landlord owned utilities on the Premises and any such work done by such other utility provider at the request of Tenant shall be paid for by Tenant. Tenant shall be responsible for securing any telecommunications services as they are not provided by Landlord.

11. **Indemnification and Insurance:** Tenant agrees to indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done in and on the Premises and/or Improvements and will further indemnify and save Landlord harmless against and from any and all claims arising during the term of this Lease from any condition of the improvements or any street, curb, or sidewalk adjoining the Premises and/or improvements, or passageways or space therein or appurtenant thereto, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or arising from any act or negligence of Tenant or any subtenant or occupant of the improvements or any part thereof, or of its or their agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person or property occurring during the term of this Lease in or about the Premises and/or improvements, or upon or under the sidewalks and the land adjacent thereto, and from and against all judgments, costs, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and in case any action or proceeding is brought against Landlord by reason of any such claims, Tenant upon notice from Landlord covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. For avoidance of doubt, Tenant's indemnification obligations under this Lease are not intended and shall under no circumstances be deemed to be "collectible liability insurance coverage" for the purposes of I.C. § 6-926(1).

During the Term of this Lease, Tenant is required to carry the types and limits of insurance as set forth in this Section. All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Tenant shall furnish Landlord with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Landlord may choose to maintain. All certificates shall provide for thirty (30) days' written notice to Landlord prior to cancellation or material change of any insurance referred to therein. All policies shall name State of Idaho and the Regents of the University of Idaho as an additional insured. Certificates shall be mailed to: 875 Perimeter Dr MS 2433, Moscow, ID 83844-2433, Attn: Risk Management. All policies shall contain waiver of subrogation coverage or endorsements.

Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. Failure to maintain the required insurance and Tenant's failure to cure any such requirement within the time provided and under the terms set forth in Section 21 of this Lease may result in termination of this Lease at Landlord's option. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Lease. Tenant shall require any subtenants, contractors or subcontractors of any tier to comply with the insurance provisions of this Lease. In the event Tenant is not occupying space and is enforcing the subtenant's compliance with these insurance provisions, Tenant shall not be responsible, as a requirement of this Lease, to maintain the specific insurance required below.

Tenant shall obtain or require subtenants, contractors, and subcontractors of any tier as applicable to obtain insurance of the types and in the amounts described below.

A) Commercial General and Umbrella Liability Insurance. Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **$1,000,000** each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises and shall not be less than **$1,000,000.** CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

B) Commercial Auto Insurance. Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain a Commercial Auto policy with a Combined Single Limit of $1,000,000; Underinsured and Uninsured Motorists limit of $1,000,000; Comprehensive; Collision; and a Medical Payments limit of $10,000. Coverage shall include Non-Owned and Hired Car coverage.

C) Personal property. Tenant (or subtenant, contractors or subcontractors of any tier) shall purchase insurance to cover Tenant's (or subtenant's, contractors' or subcontractors' of any tier) personal property. In no event shall Landlord be liable for any damage to or loss of personal property sustained by Tenant (or subtenant, contractors or subcontractors of any tier), whether or not insured, even if such loss is caused by the negligence of Landlord, its employees, officers or agents.

D) Workers' Compensation. Where required by law, Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain all statutorily required coverages including Employer's Liability.

12. **Property Encumbrances:** This Lease is subject to all applicable restrictions, reservations, limitations, and other rights of record, and is subject to any and all easements for

public utilities of record. By entering into this Lease, Tenant acknowledges that it has inspected and is satisfied with the quality of title for the Premises being leased and accepts all encumbrances recorded or known to exist for the Premises.

13. **Hazardous Materials:** Tenant shall not, nor shall it allow others to, accumulate, use, or store on the Premises materials classified as hazardous, biomedical or toxic waste except in compliance with environmental laws and other applicable state, federal, or local laws, rules or regulations. Tenant shall comply and require subtenants to comply with any lawful order by an entity with authority to regulate the use, accumulation, storage or disposal of hazardous waste. As used herein, the term "environmental laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA), the Resource Conservation Recovery Act, as amended (RCRA), the Federal Water Pollution Control Act, the Clean Air Act and any similar local, state or federal law, rule, ordinance or regulation. As used herein, the term "hazardous materials" shall mean any hazardous substance, pollutants, contaminants, or other hazardous waste or toxic substances defined in any environmental laws including, without limitation, petroleum and petroleum products, asbestos and asbestos containing materials, PCBs and urea-formaldehyde.

Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees), causes of action and judgments arising out of or related to hazardous materials existing in, or under the Premises subsequent to Tenant's occupation of the Premises. Tenant shall not be liable for any pre-existing conditions on the Premises or conditions occurring during Landlord's use of the Premises.

14. **Waste and Nuisance Prohibited:** Tenant shall comply, during the term of this Lease, with all applicable laws affecting the Premises. Tenant shall not commit, or suffer to be committed, any waste on the Premises or improvements, or any nuisance.

15. **Remedies and Forbearance/Waivers:** No delay or omission on the part of Landlord or Tenant to exercise any right or power granted herein shall impair any such right or power nor shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

16. **Officials, Agents. and Employees Not Personally Liable:** It is agreed that in no event shall any official, officer, employee or agent of the Landlord, nor any official, officer, employee or agent of the Landlord be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Lease.

17. **Quiet Enjoyment:** Landlord covenants that the Tenant shall have the peaceful and quiet enjoyment of the Premises for the term of the Lease.

18. **Right of Entry and Landlord Reservation of Use Rights:** Tenant shall permit the Landlord and the agents and employees of the Landlord to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same for compliance with the terms of this Lease; provided, however, that Landlord shall first give seventy-two (72) hours

written notice of its desire to inspect Premises, when such inspection requires entry into a building owned by Tenant. Such notice for right of entry and inspection procedures for building interiors shall not apply during an emergency in which such notice is impractical and Landlord's access to Premises is necessary for preservation of life and/or property. At Landlord's sole expense, or as separately agreed to by the affected parties, Landlord reserves the right to install public or private utilities, communication lines and cables and any other services for the benefit of Landlord or Landlord's surrounding properties on, over, under or through those portions of Premises Landlord deems necessary for utility lines; and provided that Landlord's installation, operation, repair and replacement of such service or utility does not unreasonably interfere with Tenant's permitted use of Premises and Landlord promptly repairs any damage done to the Tenant's improvements on Premises caused by the installation, operation, repair and replacement of such utilities or services. Landlord hereby reserves the rights-of-way for the location and maintenance of all utilities, telecommunication lines and cables and any other services currently existing on, over, under or through the Premises.

19. **Mechanics' Liens:** Tenant shall not suffer or permit any mechanics', vendors', laborers', or materialmen's statutory or similar liens (collectively "**mechanics' liens**") to be filed against the Premises or the improvements, nor against Tenant's leasehold interest in the Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding any interest in the Premises and/or the Improvements or any part thereof through or under Tenant. If any such mechanic's lien shall be filed, Tenant shall, within ninety (90) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Subject to the foregoing provisions, if Tenant shall fail to cause such lien to be discharged within such 90-day period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvements, alteration to or repair of the Premises or the Improvements or any part thereof, nor as giving Tenant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the Premises.

20. **Damage or Destruction of Improvements:** Tenant covenants that in case of damage or destruction of the improvements by fire or any other cause, insured or uninsured, it will promptly, at its sole cost and expense, restore, repair, replace or rebuild as nearly as possible to the condition, quality and class it was in immediately prior to such damage or destruction, or with such changes or alterations as Tenant shall elect to make in conformity with Section 9 of this Lease. Such restoration, repairs, replacement, or rebuilding shall be commenced promptly and prosecuted with reasonable diligence. If insurance proceeds, if any, recovered in respect of any insured damage or destruction, less any cost of recovery, shall be insufficient to pay the entire cost of such restoration, repairs, replacement or rebuilding, Tenant covenants to pay the deficiency. Tenant's obligation to make payment of the basic rent and all other charges on the part of Tenant to be paid and to perform all other covenants and

agreements on the part of Tenant to be performed shall not be affected by any such damage to or destruction of improvements.

21. **Default:** In the event Landlord shall at any time deem Tenant or any assignee and/or subtenant in breach of this Lease, Landlord shall promptly notify Tenant and any such assignee and/or subtenant, in writing, stating specifically the nature of any such alleged breach. Tenant and any such assignee and/or subtenant shall not be deemed to be in default hereunder unless Tenant and/or any such assignee and/or subtenant fails to cure any such default within ninety (90) calendar days after receipt of such written notice. In the event of default and failure to cure within such ninety (90) calendar days or, in the event the cure requires more than ninety (90) days and is being diligently pursued, then upon such longer failure to cure, Landlord shall have the right to terminate Lease and collect liquidated damages as set forth in Section 22, in addition to all rights and remedies provided by law.

22. **Liquidated Damages:** Notwithstanding anything to the contrary herein, upon termination for default, as set forth in Section 21, Tenant shall immediately pay Landlord the balance of Rent due for the remainder of Term as liquidated damages. The parties agree that, because of Landlord's significant investment in Landlord Utilities, which the Rent is intended to offset, the potential damages are difficult to ascertain, and the accelerated Rent payment is a reasonable forecast of Landlord's damages. Landlord shall credit Tenant against the accelerated Rent payment if Landlord collects any rent from a new tenant during the term of this lease. This provision shall survive the termination of this Lease.

23. **Integration:** This Lease embodies the entire agreement regarding the disposition of the rights associated with the Premises and represents the understanding of the parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Lease shall not be modified except in writing signed by all parties to be bound.

24. **Execution of Documents:** The parties agree that they shall sign or cause to be signed all documents necessary to the effectuation of this Lease or any of the provisions herein.

25. **Authority to Enter Lease:** Landlord has the authority to enter into this Lease and that the execution, delivery of this Lease and the performance of the contractual obligations set forth herein are not in violation of any federal, state, or local statute, ordinance, rule or regulation and that no consents not already obtained are required. Individuals signing on behalf of Landlord and Tenant have the delegated authority to obligate their respective entity as provided by this Lease.

24. **Notices:** All notices under this Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by registered or certified United States mail, postage prepaid, and properly addressed as follows:

If to the Landlord: Regents of the University of Idaho
Attn: Vice President, Finance and Administration
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

If to the Tenant: Red Star Coffee Company, LLC
315 S Almon St
Moscow ID 83843

The addresses provided above may be changed and additional addresses or notices may be specified from time to time by notice given in writing in accordance with this Section.

25. **Binding Effect:** This Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

26. **Severability:** If any term or provision of this Lease or the application of it to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

27. **Headings:** Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.

28. **Counterparts:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

29. **Time of the Essence:** Time is of the essence in this Lease, and of each and every covenant, term, condition, and provisions thereof.

30. **Nondiscrimination and Affirmative Action:** Landlord and Tenant shall not discriminate against any employee or applicant for employment in the performance of this Lease, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Site Lease. Landlord and Tenant certify that they do not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Landlord and Tenant agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

A) For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

B) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

C) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

D) For nondiscrimination based on Age this includes, but is not limited to, executive Order 11141, February 12, 1964 (29 CFR 2477).

E) Landlord and Tenant shall include the terms of this clause in every subcontract or purchase order exceeding $50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

31. **Venue, Governing Law:** Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.

32. **No Partnership:** The provisions of this Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective as of the day and year first above written.

LANDLORD:

BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO

By_____
Kim Salisbury, Associate Vice President
Budget and Planning

Date_____

TENANT:

RED STAR COFFEE COMPANY, LLC

By_____

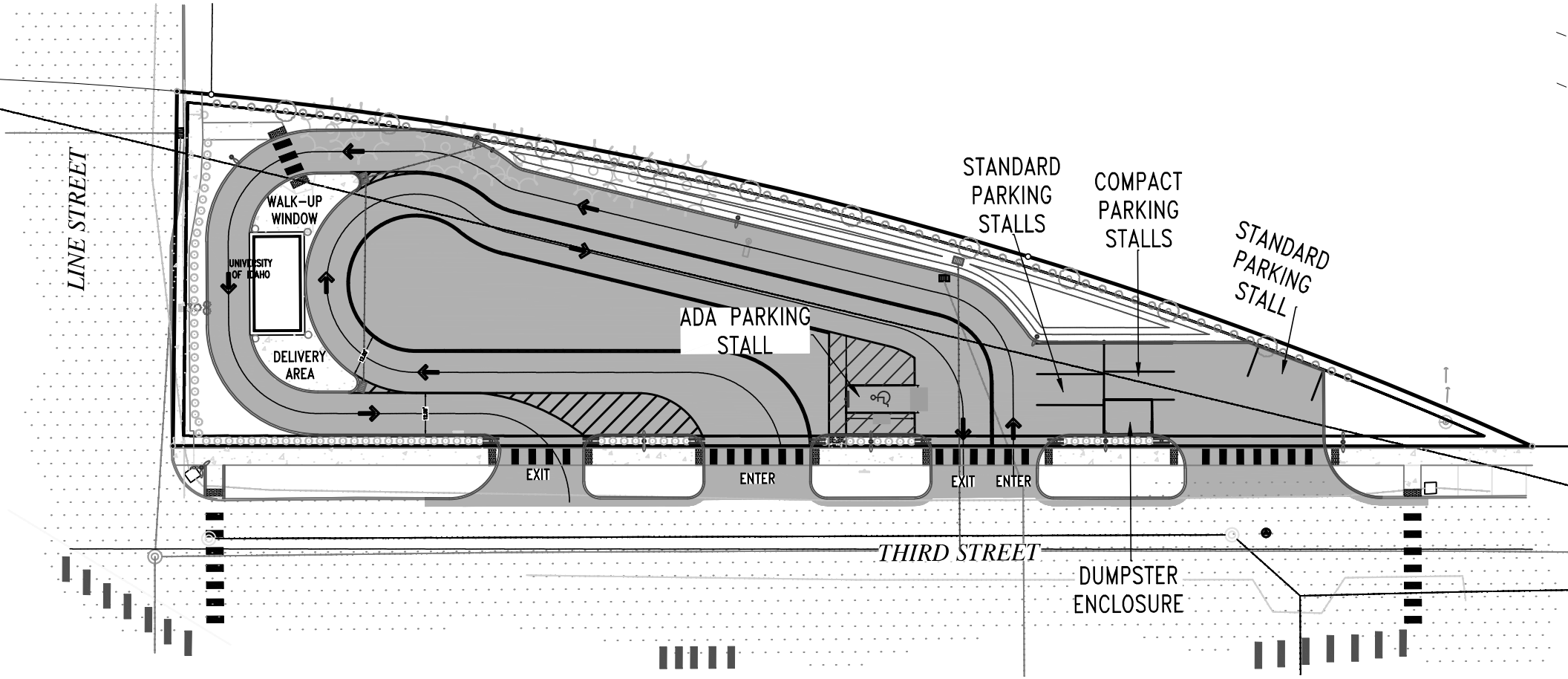
Date_____

Exhibit A

All that portion of the Southwest Quarter of the Southeast Quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian lying south of the former Burlington Northern Railroad right of way (said former railroad right of way now owned by the DeMeerleer Family Limited Partnership) and bounded on the south by the north right of way of Third Street and bounded on the west by the east right of way of Line Street, said parcel containing approximately 0.58 acres.

Exhibit B Rent Schedule

April 1, 2025 through March 31, 2030	$3500month
April 1, 2030 through March 31, 2035	$4025/month
Renewal Term if properly exercised by Tenant	$4625/month


LINE STREET
WALK–UP WINDOW
UNIVERSITY OF IDAHO
DELIVERY AREA
ADA PARKING STALL
STANDARD PARKING STALLS
COMPACT PARKING STALLS
STANDARD PARKING STALL
EXIT
ENTER
EXIT
ENTER
THIRD STREET
DUMPSTER ENCLOSURE

BOISE STATE UNIVERSITY

SUBJECT
Elsevier Subscription Agreement (ScienceDirect)

APPLICABLE STATUTE, RULE, OR POLICY
Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.

BACKGROUND/DISCUSSION
The proposed subscription agreement (the "Agreement") provides users of Albertsons Library (the "Library") with access to more than 20 million articles and book chapters from over 2,800 peer-reviewed journals and 48,000 e-books, including a vast array of books, book series, major reference works, and digital archives that date back to 1823. Library users can download articles or chapters or engage with them directly on the webpage for a more interactive experience. Elsevier Science Direct is the most utilized subscription package in Boise State's library, and its cost per use is among the lowest. Its primary goal is to assist users in discovering more scientific information, optimizing their time, and making well-informed decisions using this high-quality resource. The Agreement also offers an open access publishing arrangement~~,~~ designed to promote open science. This offers several benefits to authors, including automatic open access publication, with authors retaining copyright, increased readership and citation rates.

IMPACT
The term of the Agreement runs from January 1, 2025 through December 31, 2029. The total cost for all five years equals $2,650,871.60, which represents a base price for year one with 2% annual increases for the subsequent years. Accordingly, annual costs under the Agreement are as follows, and will be paid from appropriated funds:

Elsevier Science Direct Read & Publish Cost by Year	
2025	$509,387.48
2026	$519,574.92
2027	$529,966.41
2028	$540,565.74
2029	$551,377.05

ATTACHMENTS
Attachment 1 – Proposed Elsevier Subscription Agreement (ScienceDirect)

BOARD STAFF COMMENTS AND RECOMMENDATIONS
This subscription agreement between Boise State University and Elsevier is part of the general operational cost for the university library in support of the academic programs. Reduction of the annual fee by utilizing a multi-year agreement

provides stability and cost savings for Boise State University. Policy V.I.2.a states, "Purchases exceeding two million dollars ($2,000,000) require prior Board approval."

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a five-year subscription agreement with Elsevier B.V., in substantial conformance with Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



No. 1-23758620675
CRM 17.0.0 5/22

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 21 August 2024 by and between **Boise State University**, 1910 Univ Dr, MS1430, Boise, ID 837251430, USA (the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*
Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 ("Subscribed Products") and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*
Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use ("Walk-in Users").

1.3 *Authorized Uses.*
Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User's own personal use only;
- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their scholarly or research use;
- share individual journal articles from the ScienceDirect Subscribed Products with a limited number of third party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use;
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-

four (24) hour access period for a selected article or chapter, a "Transaction."; and

- if the Authorized User is a librarian/information specialist, access, search, browse, view, print, make electronic copies and store a Transaction for the exclusive use of another Authorized User.

The Subscriber may:

- deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect Subscribed Products to fulfill requests as part of the practice commonly known as "interlibrary loan" from non-commercial libraries located within the United States, provided that the Subscriber's staff reviews the requests and fulfills the requests in compliance with Section 108 of the U.S. Copyright Law (17 U.S.C. § 108) and the Guidelines for the Proviso of Subsection 108(g)(2) (Final Report of the National Commission on New Technological Uses of Copyrighted Works, 1978) and such delivery is without commercial gain and not routinely or systematically provided (whether on one occasion or over a period of time) in such a manner or in such quantities as to substitute for a subscription by the receiving library or the end user.

1.4 *Restrictions on Use of Subscribed Products*.
Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work and/or service (including resulting from the use of artificial intelligence tools), based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
- use the Subscribed Products without Elsevier's permission in writing in combination with an artificial intelligence tool (including to ingest, train an algorithm, test, process, analyze, copy, distribute, make publicly accessible, generate output and/or develop any form of artificial intelligence tool); except where such artificial intelligence tool is used in a closed hosted environment solely for use by the Subscriber, does not train the algorithm of a third party artificial intelligence tool and does not share the Subscribed Product or any part thereof with a third party;
- post individual items from the Subscribed Products on social networking sites; or
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products.

The foregoing restrictions do not apply to Subscribed Products made available under a CC license, for which the terms of the respective CC license apply.

Elsevier and the Subscriber both acknowledge the unique challenges and complexities around the emerging artificial intelligence technologies and LLMs and agree to mutually support each other in developing policies and protocols for both parties' benefit. If there are existing or if during the term of this Agreement the government adopts mandatory laws regarding artificial intelligence in research such law

shall prevail.

By the sooner of December 31, 2024 or in the event a competent legislative body or court in the US decides that the use of Subscribed Products in combination with an artificial intelligence tool is considered fair use for Authorized Users or the Subscriber (as defined in US Code Title 17 section 107), the parties agree to assess such development and negotiate in good faith a revision of this section 1.4.

Subscriber shall take appropriate reasonable efforts to ensure the Subscribed Products are used in accordance with this Agreement against misuse or unauthorized access. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber."

1.5 *Intellectual Property Ownership.*
The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

1.6 *Open Access.*
The parties have agreed to enter into an open access platform and author workflows process, as further described in Schedule 3.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*
Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorized representative of Elsevier in the Netherlands.

2.2 *Quality of Service.*
Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content.*
Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports.*
Elsevier will make usage data reports on the Subscriber's usage activity available as described at https://www.elsevier.com/librarian/usage-reports/ Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the

purpose of usage analysis of the Subscriber. The Subscriber and Elsevier may agree on additional preapproved vendors for which usage may be shared, and the list must be agreed upon in writing. The Subscriber may present results of its usage data analysis for educational and research purposes at library conferences and similar events, provided that the data presented only contain the aggregate usage numbers within an Institution and do not specify the usage per article or publication title. Elsevier will make commercially reasonable efforts to comply with the then currently valid COUNTER Code of Practice. Elsevier hereby grants permission to the Subscriber to share usage data reports on the Subscriber's usage activity with WorldShare License Manager, and/or SpringShare LibInsights for the sole purpose of usage analysis of the Subscriber and provided that those third parties agree to this limited use and delete the data when no longer required for the permitted limited use. The Subscriber may use a SUSHI client to harvest usage statistics, provided the client is authorized as a trusted Requestor ID as described at https://dev.elsevier.com/sushicop5.html.

2.5 Accessibility
Elsevier shall use reasonable efforts to comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA http://www.w3.org/WAl/guid-tech.html), as applicable. Elsevier shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Exceptions to compliance will be noted in Elsevier's current, accurate completed Voluntary Product Accessibility Template ("VPAT") which Elsevier will provide to the Subscriber. If the Subscribed Products do not comply or are not consistent with the applicable provisions of the ADA or Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA, the Subscriber may adapt the Subscribed Products in order to allow Authorized Users with disabilities to access the Subscribed Products to the extent necessary to comply with applicable law.

2.6 *Training and Support.*
Elsevier will provide appropriate training to Authorized Users, who are staff, relating to the use of the Subscribed Products. Elsevier will offer reasonable levels of continuing support to assist Institutions and Authorized Users in use of the Subscribed Products. Elsevier will make its personnel available by email, phone or fax during regular business hours (8AM – 5PM EST), Monday through Friday, for feedback, problem-solving, or general questions.

2.7 *Journal Transfer.*
Elsevier will make commercially reasonable efforts to comply with the TRANSFER Code of Practice, Version 4.0, published by the National Information Standards Organization ("NISO"). For more information, see the ScienceDirect Archiving Policy and the Library Connect newsletter article about TRANSFER (Aug 2009).

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*
Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is limited to fixed terminals/workstations at the Sites only. Remote access to the Subscribed Products by Walk-in Users is not permitted. The distribution of usernames/passwords and other access credentials to such Authorized Users or otherwise made discoverable by those Authorized Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*
The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the

Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;

- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
    - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
    - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
    - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- immediately deactivate any credentials when no longer needed or where access presents a security risk;
- implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and
- promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Security Requirements.*
The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or

information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within sixty (60) days of date of invoice for the Fees due for first year of the Term and, thereafter, no later than 15 December for the Fees due for the following year(s) of the Term. Unless prohibited by law, late payments will be subject to interest charges of 1% per month on the unpaid balance. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Subscriber's access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber's obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees.

SECTION 5. DURATION.

5.1 *Term.*
The term of this Agreement will commence on 01 January 2025 and continue through and including 31 December 2029("Initial Term").

5.2 *Renewal.*
After the Initial Term, this Agreement may be renewed upon mutual agreement of the parties in writing for additional one-year term(s) (a "Renewal Term"), and the Fees will be increased by the then current standard Elsevier price increase. The Subscriber must give written notice to Elsevier no later than ninety (90) days prior to the end of the then current Term of its intention to renew or not. The Initial Term and each Renewal Term are collectively the "Term".

5.3 Early Termination Due To Insufficient Budgetary Allotment From Government
The Subscriber may terminate this Agreement upon thirty (30) days notice given by the Subscriber to Elsevier if sufficient funds are not provided, allocated or allotted in future government-approved budgets of the Subscriber or reasonably available or expected to become available from other sources at the time the Subscriber's payment obligation attaches to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. The Subscriber shall provide proof thereof in the form of a letter from the authorized representative of the Subscriber's and/or a definitive budget decision letter from the relevant funding body. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*
Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*
Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or

claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*
EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*
Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

6.5 *Liability for Gross Negligence/Willful Misconduct*
Notwithstanding the limitation of liability set forth in Section 6.6 above, Elsevier may be liable for damages incurred by the Subscriber as a direct result of Elsevier's gross negligence or willful misconduct in providing the Subscribed Products.

SECTION 7. GENERAL.

7.1 *Force Majeure.*
Neither party's delay or failure to perform any provision of this Agreement (other than payment obligations) as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. Notwithstanding the foregoing, a party's financial inability to perform its obligations will in no event constitute a Force Majeure.

7.2 *Severability.*
The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*
This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders or Subscriber terms, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*
No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 *Assignment.*
The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy*
To the extent that the Subscriber or its Authorized Users provide any personal data to Elsevier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by Elsevier in accordance with the Elsevier privacy policy at https://www.elsevier.com/legal/privacy-policy and the Elsevier Data Processing Addendum at https://www.elsevier.com/legal/data-processing-terms ("DPA"). The parties acknowledge and agree that each party acts as an independent controller of any personal data shared or otherwise processed under this Agreement and has complied and will comply with its obligations under the Data Protection Laws. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

7.7 *Notices.*
All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier Inc., 230 Park Avenue, Suite 800, New York, NY 10169, USA.

If to the Subscriber: Boise State University, Albertsons Library, Serials, MS1430, 1910 Univ Dr, Boise, ID 83725-1430, USA.

7.8 *Confidentiality.*
The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent or except as required by law, including Idaho's Public Records Act, Title 74, Chapter 1, Idaho Code, the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues, and share the Subscriber's IP address ranges and holdings information (ISSN/ISBN, access start and end date) with internet search engine providers for the sole purpose of displaying to Authorized Users in their internet search results links to full-text articles and books available in the Subscribed Products.

7.9 *Compliance with Laws.*
Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 *Execution.*
This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

7.11 *Certifications*
The Subscriber is prohibited by state law from entering into certain contractual agreements. Entity hereby certifies that:

1. Pursuant to Idaho Code Section 67-2346 and 67-2347A, if payments under the Agreement exceed one hundred thousand dollars ($100,000) and it employs ten or more persons, it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; or a boycott of any individual or company because the individual or company (a) engages in or supports the exploration,

production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section18-3302(2)(d), Idaho Code;

2. Pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People's Republic of China led by the Chinese communist party and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and

3. Except to the extent this Agreement is a contract or commercial transaction that is subject to a federal law related to Medicaid or a contract with a hospital as defined in Idaho Code Section 39-1301, it is not an abortion provider or an affiliate of an abortion provider under the No Public Funds for Abortion Act.

The terms in this Certification defined in Idaho Code Section 67-2346, Idaho Code Section 67-2347A, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This Certification is made solely to comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable state or federal law.

7.12 *Conflicts in Language.*
To the extent there is a conflict between a provision of this Agreement and any terms & conditions located elsewhere, the provision set forth in this Agreement shall control. This Agreement supersedes any other agreement (including any web-based click-through or electronic agreements where content is accessed, terms referenced on an invoice, etc.) between the "Parties" on behalf of End Users with respect to Product access. Any references in the Order Form to an "Agreement" and "Terms & Conditions" or other similar terms shall be deemed to refer to this Agreement between the Subscriber and Elsevier.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

BOISE STATE UNIVERSITY
(Subscriber)

_____
Name: Alicia Estey, JD, MPH
Title: Chief Financial and Operating Officer

ELSEVIER B.V.
(Elsevier)

_____
Name: Thong Li Lim
Title: Vice President, Account Support & Tender Management

No. 1-23758620675

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

BOISE STATE UNIVERSITY

No. 1-23758620675

Subscribed Products – publisher	**Access**	**2025 USD**	**2026 USD**	**2027 USD**	**2028 USD**	**2029 USD**
ScienceDirect® online – Elsevier B.V.	sciencedirect .com					
• *Total Electronic Subscription*		*$246,683.41*	*$251,617.08*	*$256,649.42*	*$261,782.41*	*$267,018.06*
• Electronic Subscription Fee (10 % discounted)		$222,015.10	$226,455.40	$230,984.51	$235,604.20	$240,316.28
• Content Fee 10 %		$24,668.37	$25,161.74	$25,664.97	$26,178.27	$26,701.84
Transferred Titles Fee		$7,343.49	$7,490.05	$7,639.85	$7,792.65	$7,948.50
• Complete Freedom Collection Fee		$244,982.36	$249,882.00	$254,879.64	$259,977.24	$265,176.78
Cell Press Collection Fee		$6,952.88	$7,091.94	$7,233.78	$7,378.45	$7,526.02
Clinics Collection Fee		$3,425.28	$3,493.79	$3,563.66	$3,634.93	$3,707.63
TOTAL FEES		**$509,387.48**	**$519,574.92**	**$529,966.41**	**$540,565.74**	**$551,377.05**

Adjustment of Fees
After the initial year of the Term, the Fees for the Subscriber's Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

Journal Collection(s)
The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee
The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1
Journal Subscription

Journal Collection(s):

Complete Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Complete Freedom Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 set forth in the Complete Freedom Collection Journal Title List at http://www.elsevier.com/solutions/sciencedirect/content/journal-title-lists#journal_title_list, as may be updated annually with the changes effective as of 1 January of the following calendar year of the Term of the Agreement.

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Clinics Collection: Electronic access to the full text of all articles from the Clinics journal titles published since 1 January 2018 identified on Annex A to Schedule 1.1.

Option to Substitute Subscribed Titles
The Subscriber may substitute any of the subscribed journal titles identified on Annex A to Schedule 1.1 ("Subscribed Titles") with one or more journal titles of total comparable value (in current year list price) once annually upon notice to Elsevier by 1 August prior to the start of the next calendar year or at any time upon mutual agreement of the parties in writing. The foregoing does not apply to the Clinics Collection and Cell Press Collection.

Option to Substitute Withdrawn Subscribed Titles
The Subscriber may substitute any withdrawn Subscribed Titles with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier.

Transferred Titles
Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the Term ("Transferred Titles") will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

Post Termination Access to Subscribed Titles
Upon termination of all of the Subscriber's annual subscriptions on ScienceDirect online, the Subscriber may, continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of US$0.081 per download, with a minimum annual fee of US$500 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online annual subscription subscriber, the Subscriber may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

Annex A to Schedule 1.1
Subscribed Titles

BOISE STATE UNIVERSITY

Product ID	ISSN	Subscribed Title (online only)
07802	1876-2859	Academic Pediatrics
13351	1076-6332	Academic Radiology
00221	1359-6454	Acta Materialia
02001	0309-1708	Advances in Water Resources
01001	1359-1789	Aggression and Violent Behavior
05320	0168-1923	Agricultural and Forest Meteorology
13246	0002-9378	American Journal of Obstetrics & Gynecology
07689	0749-3797	American Journal of Preventive Medicine
12602	0003-3472	Animal Behaviour
00768	0883-2927	Applied Geochemistry
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13049	0749-8063	Arthroscopy
04101	1036-7314	Australian Critical Care
05323	0341-8162	CATENA
05324	0009-2541	Chemical Geology
00362	0045-6535	Chemosphere
05364	0167-9473	Computational Statistics & Data Analysis
00398	0098-3004	Computers & Geosciences
07452	8755-4615	Computers and Composition
00260	0010-938X	Corrosion Science
13364	1550-8307	EXPLORE
07453	0885-2006	Early Childhood Research Quarterly
05328	0012-821X	Earth and Planetary Science Letters
05329	0012-8252	Earth-Science Reviews
07647	0015-0282	Fertility and Sterility
05106	0378-1127	Forest Ecology and Management
07531	0891-5849	Free Radical Biology & Medicine
13216	0016-5085	Gastroenterology
12033	0016-6480	General and Comparative Endocrinology
00212	0016-7037	Geochimica et Cosmochimica Acta
05334	0169-555X	Geomorphology
05335	0921-8181	Global and Planetary Change
12046	0018-506X	Hormones and Behavior
12050	0278-4165	Journal of Anthropological Archaeology
12643	0305-4403	Journal of Archaeological Science
00235	1367-9120	Journal of Asian Earth Sciences
00366	0047-2352	Journal of Criminal Justice
06013	0304-4076	Journal of Econometrics
13165	0099-1767	Journal of Emergency Nursing
12064	0095-0696	Journal of Environmental Economics and Management
05344	0022-1694	Journal of Hydrology
05204	0022-3093	Journal of Non-Crystalline Solids
18841	2155-8256	Journal of Nursing Regulation
13410	1499-4046	Journal of Nutrition Education and Behavior
13189	8755-7223	Journal of Professional Nursing
00699	0022-4405	Journal of School Psychology

Product ID	ISSN	Subscribed Title (online only)
04244	1440-2440	Journal of Science and Medicine in Sport
00539	0191-8141	Journal of Structural Geology
07553	2949-8759	Journal of Substance Use and Addiction Treatment
05347	0377-0273	Journal of Volcanology and Geothermal Research
13340	2212-2672	Journal of the Academy of Nutrition and Dietetics
13450	0890-8567	Journal of the American Academy of Child & Adolescent Psychiatry
13357	1546-1440	Journal of the American College of Radiology
07539	0958-3947	Medical Dosimetry
13175	0029-6554	Nursing Outlook
05355	0031-0182	Palaeogeography, Palaeoclimatology, Palaeoecology
00636	0277-3791	Quaternary Science Reviews
00222	1359-6462	Scripta Materialia
06034	0925-4005	Sensors and Actuators B: Chemical
00103	0038-1101	Solid-State Electronics
00224	0742-051X	Teaching and Teacher Education
05361	0040-1951	Tectonophysics
07586	0002-9149	The American Journal of Cardiology
07610	0003-4975	The Annals of Thoracic Surgery
07418	0099-1333	The Journal of Academic Librarianship
07583	1053-2498	The Journal of Heart and Lung Transplantation
13249	0022-3476	The Journal of Pediatrics
13088	0022-5223	The Journal of Thoracic and Cardiovascular Surgery
02286	0099-5355	The Lancet (North American Edition)
13342	2666-6367	Transplantation and Cellular Therapy
02122	0169-5347	Trends in Ecology & Evolution

Product ID	ISSN	Cell Press Collection Journal Title
13437	0006-3495	Biophysical Journal
07590	0092-8674	Cell
07591	1074-7613	Immunity

Product ID	ISSN	Clinics Collection Journal Title
13258CLN	0095-5108	Clinics in Perinatology
13050CLN	0749-0704	Critical Care Clinics
13184CLN	0029-6465	Nursing Clinics of North America
13261CLN	0095-4543	Primary Care: Clinics in Office Practice

Product ID	ISSN	Transferred Title (online only)
18838	0012-3692	Chest
31237	1098-3600	Genetics in Medicine
18872	FS00-8872	Journal of Obstetric, Gynecologic & Neonatal Nursing and Nursing for Women's Health
18868	*0884-2175*	*Journal of Obstetric, Gynecologic & Neonatal Nursing*
18869	*1751-4851*	*Nursing for Women's Health*
18793	1550-7424	Rangeland Ecology & Management

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: Boise State University

Sites:	#Relev. Auth. Users:	Authentication:
1910 Univ Dr, Boise, ID 83725, USA	10,000	132.178.*.*

Estimated total number of Authorized Users for ScienceDirect: 10,000
Estimated total number of relevant Authorized Users for ScienceDirect: 13,000

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name:	Nancy Donahoo
Title:	Manager, Serials , Continuing Resources & Government Documents
Name/Address (if different from Section 7.7):	
E-mail:	nancydonahoo@boisestate.edu
Phone:	(208) 426-4038

Billing Contact

Name:	Nancy Donahoo
Title:	Manager, Serials , Continuing Resources & Government Documents
Name/Address (if different from Section 7.7):	Boise State University, Albertsons Library 1910 University Dr., MS1430 Boise, ID 83725-1430, USA
E-mail:	nancydonahoo@boisestate.edu; serials-admin@boisestate.edu
Phone:	

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

Schedule 3
Open Access Terms

1. Background

1.1. Corresponding authors affiliated with the Subscriber shall be referred to as "Corresponding Author(s)". For the purposes of eligibility, the Corresponding Author is the single author who manages the publication process for an article from submission to post acceptance and corresponds with Elsevier on the same.

2. Open Access Publishing

2.1. From the start date of the Term or the date of last signature of the Agreement, whichever is later, until the end of the Term (hereinafter "Open Access Term"), Corresponding Authors are granted the right to publish open access articles in the Elsevier owned and Elsevier published core hybrid journals set out in Annex A to this Schedule 3 ("Eligible Journals"), subject to the terms of this Schedule 3.

2.2. Journal inclusions may from time to time be subject to change, including, but not limited to, changes resulting from the addition of new journal titles, journal transfers and/or changes of business model or ownership.

2.3. If accepted for publication in an Eligible Journal, Corresponding Authors may publish up to the following maximum number of open access articles during the Open Access Term, without having to pay an article publishing charge ("APC"):

(a) a total of 46 open access articles for the calendar year 2025;

(b) a total of 46 open access articles for the calendar year 2026;

(c) a total of 46 open access articles for the calendar year 2027;

(d) a total of 46 open access articles for the calendar year 2028; and

(e) a total of 46 open access articles for the calendar year 2029.

2.4. If there are any unused articles at the end of a calendar year, such articles will not carry over to the next calendar year. Unused articles will expire at the end of the Open Access Term and are not refundable.

2.5. In the event the Open Access Term commences after the start date of the Term, Corresponding Authors will be required to pay an APC for any open access articles accepted for publication in an Eligible Journal prior to the start of the Open Access Term. Elsevier will send the Corresponding Author an invoice in the amount of the then current APCs as set out at https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist to the address provided by the Corresponding Authors.

3. Workflow

3.1. The Elsevier publishing workflow will use the acceptance date to determine the eligibility of an article under this Agreement. In order to benefit from the commercial arrangements mentioned in this Schedule 3, articles submitted by the Corresponding Author must be accepted by the relevant Eligible Journal during the Open Access Term.

3.2. In Elsevier's journal workflow, the Corresponding Author must specify the institution to which they are affiliated and the relevant research funding source(s). Based on this data, Elsevier will provide the Corresponding Author with the relevant publishing options.

3.3. The Subscriber is responsible for informing Corresponding Authors that they are required to identify themselves as a Corresponding Author in Elsevier's journal workflow in order to benefit from the commercial arrangements under this Agreement.

3.4. In the event a Corresponding Author has chosen the open access option, the journal article, if accepted for publication in an Eligible Journal, shall automatically be published under a CC BY or CC BY-NC or CC BY-NC-ND license as determined by the Corresponding Author, subject to the conditions and process set forth herein.

3.5. The Elsevier Open Access Platform ("EOA Platform") requires the Subscriber to make reasonable efforts to accurately validate that the relevant Corresponding Author is affiliated with the Subscriber and will provide the Subscriber with the available relevant details including Corresponding Author name and e-mail address, DOI, article title, article type, journal title, research funding, acceptance date of the article and the APC. The Subscriber will receive a notification via email to validate a Corresponding Author's eligibility on the EOA Platform.

3.6. The Subscriber shall provide Elsevier with the credentials of at least one individual (name and email) to be set up on the EOA platform as an administrator. On completion of setup in the EOA Platform, the Subscriber's administrator shall be responsible for validation of a Corresponding Author's eligibility within 15 business days after Elsevier sends an eligibility validation notification to the Subscriber via the EOA Platform ("Validation Date").

4. Payment and Invoicing

4.1. In the event that (i) the maximum number of open access articles set out under clause 2.3 above has been reached during the relevant contract year, (ii) the Subscriber does not validate the eligibility of an author by the Validation Date or (iii) the Corresponding Author elects to publish an open access article in an Elsevier owned and Elsevier published journal that is not an Eligible Journal as defined in clause 2.1, the relevant Corresponding Author must pay the APC themselves and Elsevier will send the Corresponding Author an invoice in the amount of the then current APCs as set out at https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist to the address provided by the Corresponding Author.

4.2. The Subscriber is responsible for informing Corresponding Authors of the terms of this Agreement.

5. Reporting

5.1. The Subscriber will have access to reports that include a breakout of all articles (open access and subscription based) published by Corresponding Authors in the Elsevier journals governed by this Agreement. Minimum metadata requirements are: Corresponding Author name, Corresponding Author affiliation, corresponding e-mail, funding grant IDs (if provided), date of acceptance, journal title, ISSN, article title, article type, article APC, open access Y/N, DOI, and CC license.

Annex A to Schedule 3
Core Hybrid Eligible Journals

Journal inclusions may from time to time be subject to change, including but not limited to, changes resulting from the addition of new journal titles, journal transfers and/or changes of business model or ownership.

ISSN	Journal_Title
2468-7189	Gynécologie Obstétrique Fertilité & Sénologie
1779-0123	Kinésithérapie, la Revue
0222-9617	Neuropsychiatrie de l'Enfance et de l'Adolescence
0985-0562	Nutrition Clinique et Métabolisme
0987-7983	Journal de Pédiatrie et de Puériculture
1877-0320	Revue Française d'Allergologie
1169-8330	Revue du Rhumatisme
0940-9602	Annals of Anatomy
0001-4575	Accident Analysis & Prevention
0306-4603	Addictive Behaviors
0003-2670	Analytica Chimica Acta
0099-1333	The Journal of Academic Librarianship
1061-9518	Journal of International Accounting, Auditing and Taxation
0748-5751	Journal of Accounting Education
1467-0895	International Journal of Accounting Information Systems
2666-7991	Applied Corpus Linguistics
0065-1281	Acta Histochemica
1146-609X	Acta Oecologica
0001-706X	Acta Tropica
1875-2136	Archives of Cardiovascular Diseases
2214-8604	Additive Manufacturing
0965-9978	Advances in Engineering Software
1570-8705	Ad Hoc Networks
0882-6110	Advances in Accounting
0169-409X	Advanced Drug Delivery Reviews
1474-0346	Advanced Engineering Informatics
0309-1708	Advances in Water Resources
1352-2310	Atmospheric Environment
1875-9637	Aeolian Research
1047-2797	Annals of Epidemiology
1464-343X	Journal of African Earth Sciences
1270-9638	Aerospace Science and Technology
1434-8411	AEÜ - International Journal of Electronics and Communications
2950-1962	African Transport Studies
0883-2927	Applied Geochemistry
0167-8809	Agriculture, Ecosystems & Environment
0167-4943	Archives of Gerontology and Geriatrics
0890-4065	Journal of Aging Studies

0168-1923	Agricultural and Forest Meteorology
0308-521X	Agricultural Systems
2212-9588	Advances in Integrative Medicine
0197-4556	The Arts in Psychotherapy
0002-9149	The American Journal of Cardiology
2589-9333	American Journal of Obstetrics & Gynecology MFM
0002-9394	American Journal of Ophthalmology
1876-2018	Asian Journal of Psychiatry
0002-9610	The American Journal of Surgery
0741-8329	Alcohol
1569-4909	Advances in Life Course Research
2211-9264	Algal Research
2213-6657	Analytic Methods in Accident Research
0096-3003	Applied Mathematics and Computation
0749-3797	American Journal of Preventive Medicine
0893-9659	Applied Mathematics Letters
2213-3054	Anthropocene
0003-4266	Annales d'Endocrinologie
0306-4549	Annals of Nuclear Energy
0377-8401	Animal Feed Science and Technology
0378-4320	Animal Reproduction Science
0151-9638	Annales de Dermatologie et de Vénéréologie
0294-1260	Annales de Chirurgie Plastique Esthétique
1879-7296	European Annals of Otorhinolaryngology, Head and Neck Diseases
0887-6185	Journal of Anxiety Disorders
0003-9969	Archives of Oral Biology
0361-3682	Accounting, Organizations and Society
0003-682X	Applied Acoustics
0168-0072	Annals of Pure and Applied Logic
0926-860X	Applied Catalysis A: General
0926-3373	Applied Catalysis B: Environment and Energy
0306-2619	Applied Energy
0307-904X	Applied Mathematical Modelling
2352-9407	Applied Materials Today
0141-1187	Applied Ocean Research
0193-3973	Journal of Applied Developmental Psychology
0195-6663	Appetite
0926-9851	Journal of Applied Geophysics
0168-1591	Applied Animal Behaviour Science
0929-1393	Applied Soil Ecology
0169-4332	Applied Surface Science
0304-3770	Aquatic Botany
0166-445X	Aquatic Toxicology
0044-8486	Aquaculture
0144-8609	Aquacultural Engineering

2352-2267	Archaeological Research in Asia
0969-8043	Applied Radiation and Isotopes
1568-1637	Ageing Research Reviews
0004-3702	Artificial Intelligence
0933-3657	Artificial Intelligence in Medicine
0021-8502	Journal of Aerosol Science
2213-1337	Astronomy and Computing
1467-8039	Arthropod Structure & Development
1049-0078	Journal of Asian Economics
1568-4946	Applied Soft Computing
0927-6505	Astroparticle Physics
1387-6473	New Astronomy Reviews
1075-2935	Assessing Writing
1359-4311	Applied Thermal Engineering
0021-9150	Atherosclerosis
0169-8095	Atmospheric Research
1364-6826	Journal of Atmospheric and Solar-Terrestrial Physics
0160-7383	Annals of Tourism Research
0005-1098	Automatica
0926-5805	Automation in Construction
1566-0702	Autonomic Neuroscience: Basic and Clinical
1568-9972	Autoimmunity Reviews
1359-1789	Aggression and Violent Behavior
0166-3542	Antiviral Research
0360-1323	Building and Environment
0005-2728	Biochimica et Biophysica Acta: Bioenergetics
0304-419X	Biochimica et Biophysica Acta: Reviews on Cancer
0925-4439	Biochimica et Biophysica Acta: Molecular Basis of Disease
0304-4165	Biochimica et Biophysica Acta: General Subjects
1874-9399	Biochimica et Biophysica Acta: Gene Regulatory Mechanisms
1388-1981	Biochimica et Biophysica Acta: Molecular and Cell Biology of Lipids
0167-4889	Biochimica et Biophysica Acta: Molecular Cell Research
0005-2736	Biochimica et Biophysica Acta: Biomembranes
1570-9639	Biochimica et Biophysica Acta: Proteins and Proteomics
0166-4328	Behavioural Brain Research
1357-2725	The International Journal of Biochemistry & Cell Biology
1878-8181	Biocatalysis and Agricultural Biotechnology
2212-6198	Bioactive Carbohydrates and Dietary Fibre
0006-2952	Biochemical Pharmacology
2214-5796	Big Data Research
1369-703X	Biochemical Engineering Journal
0376-6357	Behavioural Processes
0303-2647	BioSystems
2772-9508	Biomaterials Advances
0006-3207	Biological Conservation

0301-4622	Biophysical Chemistry
1567-5394	Bioelectrochemistry
0141-8130	International Journal of Biological Macromolecules
0301-0511	Biological Psychology
0956-5663	Biosensors and Bioelectronics
0168-1656	Journal of Biotechnology
0960-8524	Bioresource Technology
2589-014X	Bioresource Technology Reports
0021-9290	Journal of Biomechanics
0968-0896	Bioorganic & Medicinal Chemistry
0960-894X	Bioorganic & Medicinal Chemistry Letters
1740-1445	Body Image
8756-3282	Bone
2405-8866	Bioprinting
0006-8993	Brain Research
0005-7967	Behaviour Research and Therapy
0305-1978	Biochemical Systematics and Ecology
1746-8094	Biomedical Signal Processing and Control
0005-7916	Journal of Behavior Therapy and Experimental Psychiatry
0007-4497	Bulletin des Sciences Mathématiques
0098-1354	Computers & Chemical Engineering
0360-1315	Computers & Education
0045-7906	Computers & Electrical Engineering
0045-7930	Computers & Fluids
0097-8493	Computers & Graphics
0098-3004	Computers & Geosciences
0360-8352	Computers & Industrial Engineering
0364-5916	Calphad
0377-0427	Journal of Computational and Applied Mathematics
0898-1221	Computers & Mathematics with Applications
0304-3835	Cancer Letters
1877-7821	Cancer Epidemiology
0305-0548	Computers & Operations Research
0008-6215	Carbohydrate Research
0008-6223	Carbon
0144-8617	Carbohydrate Polymers
1553-8389	Cardiovascular Revascularization Medicine
0045-7949	Computers & Structures
0341-8162	CATENA
0920-5861	Catalysis Today
1095-6433	Comparative Biochemistry and Physiology - Part A: Molecular & Integrative Physiology
1476-9271	Computational Biology and Chemistry
1096-4959	Comparative Biochemistry and Physiology - Part B: Biochemistry & Molecular Biology

1532-0456	Comparative Biochemistry and Physiology - Part C: Toxicology & Pharmacology
1744-117X	Comparative Biochemistry and Physiology - Part D: Genomics and Proteomics
0009-2797	Chemico-Biological Interactions
0010-4825	Computers in Biology and Medicine
0009-8981	Clinica Chimica Acta
0010-8545	Coordination Chemistry Reviews
1877-9166	City, Culture and Society
2405-8300	Chemical Data Collections
2667-2901	Cells & Development
0958-9465	Cement and Concrete Composites
1385-8947	Chemical Engineering Journal
0008-8846	Cement and Concrete Research
0378-3839	Coastal Engineering
0255-2701	Chemical Engineering and Processing - Process Intensification
0009-2509	Chemical Engineering Science
0198-9715	Computers, Environment and Urban Systems
2210-7762	Cancer Genetics
1359-6101	Cytokine & Growth Factor Reviews
0960-0779	Chaos, Solitons & Fractals
0747-5632	Computers in Human Behavior
0045-6535	Chemosphere
0009-2819	Geochemistry
0009-2541	Chemical Geology
0169-7439	Chemometrics and Intelligent Laboratory Systems
0301-0104	Chemical Physics
0891-0618	Journal of Chemical Neuroanatomy
0145-2134	Child Abuse & Neglect
1043-951X	China Economic Review
0021-9673	Journal of Chromatography A
1570-0232	Journal of Chromatography B
0738-081X	Clinics in Dermatology
0147-9571	Comparative Immunology, Microbiology & Infectious Diseases
0001-8686	Advances in Colloid and Interface Science
0169-1317	Applied Clay Science
1526-8209	Clinical Breast Cancer
1533-0028	Clinical Colorectal Cancer
1558-7673	Clinical Genitourinary Cancer
0303-8467	Clinical Neurology and Neurosurgery
2210-7401	Clinics and Research in Hepatology and Gastroenterology
0149-2918	Clinical Therapeutics
1525-7304	Clinical Lung Cancer
2152-2650	Clinical Lymphoma, Myeloma & Leukemia
0898-6568	Cellular Signalling
0267-3649	Computer Law & Security Review
0045-7825	Computer Methods in Applied Mechanics and Engineering

0895-6111	Computerized Medical Imaging and Graphics
0196-4399	Clinical Microbiology Newsletter
1007-5704	Communications in Nonlinear Science and Numerical Simulation
2352-1546	Current Opinion in Behavioral Sciences
0958-1669	Current Opinion in Biotechnology
2468-4511	Current Opinion in Biomedical Engineering
0955-0674	Current Opinion in Cell Biology
1367-5931	Current Opinion in Chemical Biology
2211-3398	Current Opinion in Chemical Engineering
1359-0294	Current Opinion in Colloid & Interface Science
2452-2139	Composites Communications
2352-2143	Computational Condensed Matter
8755-4615	Computers and Composition
2451-9103	Current Opinion in Electrochemistry
2451-9650	Current Opinion in Endocrine and Metabolic Research
2468-5844	Current Opinion in Environmental Science & Health
2214-7993	Current Opinion in Food Science
0885-2014	Cognitive Development
0266-352X	Computers and Geotechnics
0959-437X	Current Opinion in Genetics & Development
0166-5162	International Journal of Coal Geology
0010-0277	Cognition
2452-2236	Current Opinion in Green and Sustainable Chemistry
1389-0417	Cognitive Systems Research
0952-7915	Current Opinion in Immunology
2214-5745	Current Opinion in Insect Science
2452-3100	Current Opinion in Systems Biology
2590-1184	Journal of Computer Languages
0927-7757	Colloids and Surfaces A: Physicochemical and Engineering Aspects
0927-7765	Colloids and Surfaces B: Biointerfaces
2949-7590	Colloids and Surfaces C: Environmental Aspects
0165-232X	Cold Regions Science and Technology
0167-8396	Computer Aided Geometric Design
0140-3664	Computer Communications
0925-7721	Computational Geometry
1369-5274	Current Opinion in Microbiology
0166-3615	Computers in Industry
0169-2607	Computer Methods and Programs in Biomedicine
0927-0256	Computational Materials Science
0168-1699	Computers and Electronics in Agriculture
0010-4655	Computer Physics Communications
1389-1286	Computer Networks
2210-271X	Computational and Theoretical Chemistry
0167-9473	Computational Statistics & Data Analysis
2468-1113	Computational Toxicology

0010-7824	Contraception
1551-7144	Contemporary Clinical Trials
0959-4388	Current Opinion in Neurobiology
0169-7722	Journal of Contaminant Hydrology
0967-0661	Control Engineering Practice
1471-4892	Current Opinion in Pharmacology
2468-8673	Current Opinion in Physiology
1369-5266	Current Opinion in Plant Biology
2352-250X	Current Opinion in Psychology
0168-3659	Journal of Controlled Release
0929-1199	Journal of Corporate Finance
0010-9452	Cortex
0167-4048	Computers & Security
1574-0137	Computer Science Review
1359-0286	Current Opinion in Solid State & Materials Science
0263-8223	Composite Structures
0959-440X	Current Opinion in Structural Biology
1877-3435	Current Opinion in Environmental Sustainability
2468-2020	Current Opinion in Toxicology
1879-6257	Current Opinion in Virology
0009-3084	Chemistry and Physics of Lipids
0009-2614	Chemical Physics Letters
0272-7358	Clinical Psychology Review
1877-1297	Currents in Pharmacy Teaching and Learning
0022-0248	Journal of Crystal Growth
0010-938X	Corrosion Science
0920-5489	Computer Standards & Interfaces
0278-4343	Continental Shelf Research
0266-3538	Composites Science and Technology
1744-3881	Complementary Therapies in Clinical Practice
1054-8807	Cardiovascular Pathology
0190-7409	Children and Youth Services Review
2212-0548	Digital Applications in Archaeology and Cultural Heritage
0376-8716	Drug and Alcohol Dependence
0739-7240	Domestic Animal Endocrinology
0166-218X	Discrete Applied Mathematics
2212-6864	Physics of the Dark Universe
0169-023X	Data & Knowledge Engineering
0145-305X	Developmental & Comparative Immunology
2211-6958	Discourse, Context & Media
0167-9236	Decision Support Systems
1125-7865	Dendrochronologia
0011-9164	Desalination
0304-3878	Journal of Development Economics
1936-6574	Disability and Health Journal

0168-8227	Diabetes Research and Clinical Practice
1262-3636	Diabetes & Metabolism
0925-9635	Diamond and Related Materials
0926-2245	Differential Geometry and its Applications
0012-365X	Discrete Mathematics
1572-5286	Discrete Optimization
0141-9382	Displays
0732-8893	Diagnostic Microbiology and Infectious Disease
1568-7864	DNA Repair
1359-6446	Drug Discovery Today
0955-3959	International Journal of Drug Policy
0967-0637	Deep-Sea Research Part I: Oceanographic Research Papers
0967-0645	Deep-Sea Research Part II: Topical Studies in Oceanography
0377-0265	Dynamics of Atmospheres and Oceans
0165-1889	Journal of Economic Dynamics and Control
0143-7208	Dyes and Pigments
0013-4686	Electrochimica Acta
0952-1976	Engineering Applications of Artificial Intelligence
0955-7997	Engineering Analysis with Boundary Elements
0885-2006	Early Childhood Research Quarterly
0012-8252	Earth-Science Reviews
1471-0153	Eating Behaviors
0196-8904	Energy Conversion and Management
0264-9993	Economic Modelling
1476-945X	Ecological Complexity
0272-7757	Economics of Education Review
0925-8574	Ecological Engineering
1062-9408	The North American Journal of Economics and Finance
0921-8009	Ecological Economics
0165-1765	Economics Letters
0304-3800	Ecological Modelling
0304-4076	Journal of Econometrics
2212-0416	Ecosystem Services
2212-0122	Economics of Transportation
0738-0593	International Journal of Educational Development
1747-938X	Educational Research Review
0098-8472	Environmental and Experimental Botany
0014-2921	European Economic Review
1350-6307	Engineering Failure Analysis
0013-7944	Engineering Fracture Mechanics
2405-9854	Ecological Genetics and Genomics
0360-5442	Energy
2666-2787	Energy and Climate Change
1570-677X	Economics & Human Biology
0378-3782	Early Human Development

0195-9255	Environmental Impact Assessment Review
2210-4224	Environmental Innovation and Societal Transitions
0959-8049	European Journal of Cancer
0223-5234	European Journal of Medicinal Chemistry
0997-7546	European Journal of Mechanics - B/Fluids
0997-7538	European Journal of Mechanics - A/Solids
0932-4739	European Journal of Protistology
0014-2999	European Journal of Pharmacology
0939-6411	European Journal of Pharmaceutics and Biopharmaceutics
1164-5563	European Journal of Soil Biology
2468-7499	European Journal of Trauma & Dissociation
1040-6190	The Electricity Journal
1567-4223	Electronic Commerce Research and Applications
0368-2048	Journal of Electron Spectroscopy and Related Phenomena
0304-3886	Journal of Electrostatics
1566-0141	Emerging Markets Review
2352-4316	Extreme Mechanics Letters
1755-4586	Emotion, Space and Society
0927-5398	Journal of Empirical Finance
0141-0229	Enzyme and Microbial Technology
0378-7788	Energy and Buildings
2589-7780	EnergyChem
0160-9327	Endeavour
0140-9883	Energy Economics
0013-7952	Engineering Geology
0923-4748	Journal of Engineering and Technology Management
2215-1532	Environmental Nanotechnology, Monitoring and Management
0269-7491	Environmental Pollution
1090-5138	Evolution and Human Behavior
2405-8297	Energy Storage Materials
1364-8152	Environmental Modelling & Software
1875-9521	Entertainment Computing
2211-4645	Environmental Development
1462-9011	Environmental Science & Policy
1382-6689	Environmental Toxicology and Pharmacology
0920-1211	Epilepsy Research
0014-3057	European Polymer Journal
0149-7189	Evaluation and Program Planning
0012-821X	Earth and Planetary Science Letters
0378-7796	Electric Power Systems Research
1162-9088	European Review of Applied Psychology
0169-8141	International Journal of Industrial Ergonomics
2214-6296	Energy Research & Social Science
0889-4906	English for Specific Purposes
2352-152X	Journal of Energy Storage

0957-4174	Expert Systems with Applications
0894-1777	Experimental Thermal and Fluid Science
2590-1168	eTransportation
1876-3820	European Journal of Integrative Medicine
1161-0301	European Journal of Agronomy
0301-2115	European Journal of Obstetrics & Gynecology and Reproductive Biology
0720-048X	European Journal of Radiology
2214-790X	The Extractive Industries and Society
0723-0869	Expositiones Mathematicae
2212-4292	Food Bioscience
0278-6915	Food and Chemical Toxicology
0378-4290	Field Crops Research
1057-5219	International Review of Financial Analysis
0304-405X	Journal of Financial Economics
0168-874X	Finite Elements in Analysis and Design
1386-4181	Journal of Financial Markets
0165-7836	Fisheries Research
0379-7112	Fire Safety Journal
0367-326X	Fitoterapia
2452-2627	FlatChem
0367-2530	Flora
0378-3812	Fluid Phase Equilibria
0022-1139	Journal of Fluorine Chemistry
0308-8146	Food Chemistry
0168-1605	International Journal of Food Microbiology
0268-005X	Food Hydrocolloids
2213-3291	Food Structure
2352-2496	Food Webs
2468-1709	Forensic Chemistry
0378-1127	Forest Ecology and Management
1389-9341	Forest Policy and Economics
2214-2894	Food Packaging and Shelf Life
0950-3293	Food Quality and Preference
0891-5849	Free Radical Biology & Medicine
2666-2256	Forensic Imaging
0963-9969	Food Research International
1544-6123	Finance Research Letters
0379-0738	Forensic Science International
2666-2817	Forensic Science International: Digital Investigation
1872-4973	Forensic Science International: Genetics
1875-1768	Forensic Science International: Genetics Supplement Series
0165-0114	Fuzzy Sets and Systems
0920-3796	Fusion Engineering and Design
0167-739X	Future Generation Computer Systems
0966-6362	Gait & Posture

0016-7037	Geochimica et Cosmochimica Acta
0266-1144	Geotextiles and Geomembranes
0378-1119	Gene
2452-0144	Gene Reports
0016-6995	Geobios
0264-3707	Journal of Geodynamics
2352-0094	Geoderma Regional
2949-8910	Geoenergy Science and Engineering
0016-7185	Geoforum
0169-555X	Geomorphology
0393-0440	Journal of Geometry and Physics
0375-6505	Geothermics
2352-3808	Geomechanics for Energy and the Environment
0375-6742	Journal of Geochemical Exploration
2211-9124	Global Food Security
0163-8343	General Hospital Psychiatry
0921-8181	Global and Planetary Change
1044-0283	Global Finance Journal
0740-624X	Government Information Quarterly
2352-801X	Groundwater for Sustainable Development
0197-3975	Habitat International
0894-1130	Journal of Hand Therapy
1568-9883	Harmful Algae
0304-3894	Journal of Hazardous Materials
0168-8510	Health Policy
0378-5955	Hearing Research
1574-1818	High Energy Density Physics
2210-8033	Journal of Herbal Medicine
0142-727X	International Journal of Heat and Fluid Flow
1047-8310	The Journal of High Technology Management Research
2213-0764	Healthcare: The Journal of Delivery Science and Innovation
0278-4319	International Journal of Hospitality Management
0017-9310	International Journal of Heat and Mass Transfer
0304-4238	Scientia Horticulturae
2773-0441	Human Gene
0167-9457	Human Movement Science
1053-4822	Human Resource Management Review
0022-1694	Journal of Hydrology
0304-386X	Hydrometallurgy
0965-1748	Insect Biochemistry and Molecular Biology
0969-5931	International Business Review
0020-1693	Inorganica Chimica Acta
0735-1933	International Communications in Heat and Mass Transfer
0734-743X	International Journal of Impact Engineering
1755-599X	International Emergency Nursing

0167-6245	Information Economics and Policy
2468-6018	IFAC Journal of Systems and Control
0888-613X	International Journal of Approximate Reasoning
1386-5056	International Journal of Medical Informatics
0167-5273	International Journal of Cardiology
2212-8689	International Journal of Child-Computer Interaction
1874-5482	International Journal of Critical Infrastructure Protection
2212-4209	International Journal of Disaster Risk Reduction
0020-7225	International Journal of Engineering Science
1878-450X	International Journal of Gastronomy and Food Science
1750-5836	International Journal of Greenhouse Gas Control
1438-4639	International Journal of Hygiene and Environmental Health
0147-1767	International Journal of Intercultural Relations
1756-0616	International Journal of Law, Crime and Justice
0030-4026	Optik
0160-2527	International Journal of Law and Psychiatry
1472-8117	The International Journal of Management Education
0301-9322	International Journal of Multiphase Flow
1746-0689	International Journal of Osteopathic Medicine
1878-1241	International Journal of Orthopaedic and Trauma Nursing
0378-5173	International Journal of Pharmaceutics
0167-8116	International Journal of Research in Marketing
0923-5965	Signal Processing: Image Communication
0262-8856	Image and Vision Computing
0019-8501	Industrial Marketing Management
2452-0748	NanoImpact
0964-8305	International Biodeterioration & Biodegradation
0958-6946	International Dairy Journal
0167-6105	Journal of Wind Engineering and Industrial Aerodynamics
0926-6690	Industrial Crops and Products
0167-7187	International Journal of Industrial Organization
0022-1996	Journal of International Economics
0163-6383	Infant Behavior and Development
1566-2535	Information Fusion
0378-7206	Information & Management
1471-7727	Information and Organization
1350-4495	Infrared Physics & Technology
0950-5849	Information and Software Technology
1466-8564	Innovative Food Science and Emerging Technologies
1387-7003	Inorganic Chemistry Communications
0020-0255	Information Sciences
0167-6687	Insurance: Mathematics and Economics
0160-2896	Intelligence
1042-4431	Journal of International Financial Markets, Institutions & Money
1096-7516	The Internet and Higher Education

1567-5769	International Immunopharmacology
1075-4253	Journal of International Management
0749-6419	International Journal of Plasticity
0167-8760	International Journal of Psychophysiology
2542-6605	Internet of Things
0022-1910	Journal of Insect Physiology
0020-0190	Information Processing Letters
0306-4573	Information Processing & Management
0308-0161	International Journal of Pressure Vessels and Piping
1477-3880	International Review of Economics Education
0144-8188	International Review of Law and Economics
0306-4379	Information Systems
0143-7496	International Journal of Adhesion and Adhesives
0165-2370	Journal of Analytical and Applied Pyrolysis
0165-0327	Journal of Affective Disorders
0165-4101	Journal of Accounting and Economics
1367-9120	Journal of Asian Earth Sciences
0925-8388	Journal of Alloys and Compounds
0143-6228	Applied Geography
0922-1425	Japan and the World Economy
1367-5788	Annual Reviews in Control
2214-7861	Journal of Applied Research on Medicinal and Aromatic Plants
2352-409X	Journal of Archaeological Science: Reports
0969-6997	Journal of Air Transport Management
0734-9750	Biotechnology Advances
0961-9534	Biomass & Bioenergy
2214-8043	Journal of Behavioral and Experimental Economics
2214-6350	Journal of Behavioral and Experimental Finance
0378-4266	Journal of Banking & Finance
2212-4926	Advances in Biological Regulation
0142-9612	Biomaterials
0148-2963	Journal of Business Research
0883-9026	Journal of Business Venturing
2667-2774	Journal of Business Venturing Design
2352-6734	Journal of Business Venturing Insights
0952-8180	Journal of Clinical Anesthesia
0010-4485	Computer-Aided Design
1815-5669	Journal of Contemporary Accounting & Economics
0950-0618	Construction and Building Materials
0021-9924	Journal of Communication Disorders
0895-4356	Journal of Clinical Epidemiology
0264-2751	Cities
0047-2352	Journal of Criminal Justice
0268-0033	Clinical Biomechanics
2949-7280	Journal of Climate Finance

0959-6526	Journal of Cleaner Production
2213-297X	Journal of Co-operative Organization and Management
1359-835X	Composites Part A: Applied Science and Manufacturing
1359-8368	Composites Part B: Engineering
2405-8513	Journal of Commodity Markets
2213-5383	Journal of Cancer Policy
0261-2194	Crop Protection
0011-2275	Cryogenics
0143-974X	Journal of Constructional Steel Research
0899-7071	Clinical Imaging
1386-6532	Journal of Clinical Virology
0044-5231	Zoologischer Anzeiger
1056-8727	Journal of Diabetes and its Complications
1773-2247	Journal of Drug Delivery Science and Technology
2212-571X	Journal of Destination Marketing & Management
2542-4513	JMV-Journal de Médecine Vasculaire
0142-694X	Design Studies
1572-6657	Journal of Electroanalytical Chemistry
1475-1585	Journal of English for Academic Purposes
0167-2681	Journal of Economic Behavior & Organization
1703-4949	The Journal of Economic Asymmetries
2213-3437	Journal of Environmental Chemical Engineering
0261-3794	Electoral Studies
0736-4679	The Journal of Emergency Medicine
0022-0981	Journal of Experimental Marine Biology and Ecology
2352-5525	Ethics, Medicine & Public Health
0265-931X	Journal of Environmental Radioactivity
2212-828X	The Journal of the Economics of Ageing
0378-8741	Journal of Ethnopharmacology
2950-4333	Journal of Epidemiology and Population Health
1557-5063	Journal of Exotic Pet Medicine
0301-4215	Energy Policy
0141-0296	Engineering Structures
1877-8585	Journal of Family Business Strategy
0956-7135	Food Control
0094-730X	Journal of Fluency Disorders
0955-5986	Flow Measurement and Instrumentation
0260-8774	Journal of Food Engineering
0306-9192	Food Policy
1572-3089	Journal of Financial Stability
0016-3287	Futures
0016-2361	Fuel
0959-3780	Global Environmental Change
1879-4068	Journal of Geriatric Oncology
2949-9089	Gas Science and Engineering

1353-8292	Health & Place
0167-6296	Journal of Health Economics
2214-4048	Journal of High Energy Astrophysics
1473-8376	Journal of Hospitality, Leisure, Sport & Tourism Education
0162-0134	Journal of Inorganic Biochemistry
2452-414X	Journal of Industrial Information Integration
0883-0355	International Journal of Educational Research
0142-1123	International Journal of Fatigue
0022-1759	Journal of Immunological Methods
0261-5606	Journal of International Money and Finance
0020-1383	Injury
2214-2126	Journal of Information Security and Applications
1050-6411	Journal of Electromyography and Kinesiology
0268-4012	International Journal of Information Management
0300-5712	Journal of Dentistry
0959-1524	Journal of Process Control
0969-6989	Journal of Retailing and Consumer Services
2352-2208	Journal of Logical and Algebraic Methods in Programming
0959-4752	Learning and Instruction
0950-4230	Journal of Loss Prevention in the Process Industries
0264-8377	Land Use Policy
0164-0704	Journal of Macroeconomics
0098-2997	Molecular Aspects of Medicine
1751-6161	Journal of the Mechanical Behavior of Biomedical Materials
1093-3263	Journal of Molecular Graphics and Modelling
0968-4328	Micron
0264-8172	Marine and Petroleum Geology
0308-597X	Marine Policy
0955-2863	The Journal of Nutritional Biochemistry
1617-1381	Journal for Nature Conservation
0963-8695	NDT & E International
0165-5728	Journal of Neuroimmunology
0377-0257	Journal of Non-Newtonian Fluid Mechanics
0022-510X	Journal of the Neurological Sciences
2352-7102	Journal of Building Engineering
1755-5345	Journal of Choice Modelling
2211-3649	Journal of Obsessive-Compulsive and Related Disorders
1877-7503	Journal of Computational Science
0167-4870	Journal of Economic Psychology
2468-7847	Journal of Gynecology Obstetrics and Human Reproduction
1751-1577	Journal of Informetrics
0030-3992	Optics & Laser Technology
0022-328X	Journal of Organometallic Chemistry
2468-7855	Journal of Stomatology, Oral and Maxillofacial Surgery
2213-0780	Journal of Outdoor Recreation and Tourism

2949-8759	Journal of Substance Use and Addiction Treatment
0022-4049	Journal of Pure and Applied Algebra
0376-0421	Progress in Aerospace Sciences
1011-1344	Journal of Photochemistry and Photobiology B: Biology
0079-6107	Progress in Biophysics & Molecular Biology
1010-6030	Journal of Photochemistry and Photobiology A: Chemistry
1474-7065	Physics and Chemistry of the Earth, Parts A/B/C
0360-1285	Progress in Energy and Combustion Science
0962-6298	Political Geography
0176-1617	Journal of Plant Physiology
0163-7827	Progress in Lipid Research
1056-8719	Journal of Pharmacological and Toxicological Methods
0079-6425	Progress in Materials Science
0149-1970	Progress in Nuclear Energy
0079-6565	Progress in Nuclear Magnetic Resonance Spectroscopy
0032-3861	Polymer
0278-4254	Journal of Accounting and Public Policy
0146-6410	Progress in Particle and Nuclear Physics
0079-6700	Progress in Polymer Science
0079-6727	Progress in Quantum Electronics
1389-5567	Journal of Photochemistry and Photobiology C: Photochemistry Reviews
1874-3919	Journal of Proteomics
1350-9462	Progress in Retinal and Eye Research
0163-7258	Pharmacology & Therapeutics
0277-3791	Quaternary Science Reviews
0022-4073	Journal of Quantitative Spectroscopy & Radiative Transfer
0165-0378	Journal of Reproductive Immunology
0301-4207	Resources Policy
2210-9706	Journal of Rail Transport Planning & Management
1550-8307	EXPLORE
0191-491X	Studies in Educational Evaluation
0265-9646	Space Policy
0378-3758	Journal of Statistical Planning and Inference
0164-1212	Journal of Systems and Software
0946-672X	Journal of Trace Elements in Medicine and Biology
2214-1405	Journal of Transport & Health
0261-5177	Tourism Management
1542-0124	The Ocular Surface
0308-5961	Telecommunications Policy
0966-6923	Journal of Transport Geography
0301-679X	Tribology International
0967-070X	Transport Policy
0957-1787	Utilities Policy
0264-410X	Vaccine
1558-7878	Journal of Veterinary Behavior

1878-7886	Journal of Visceral Surgery
2214-7144	Journal of Water Process Engineering
0950-7051	Knowledge-Based Systems
0024-3795	Linear Algebra and its Applications
0927-5371	Labour Economics
0271-5309	Language & Communication
0169-2046	Landscape and Urban Planning
2950-0249	Latin American Transport Studies
2210-6561	Learning, Culture and Social Interaction
1041-6080	Learning and Individual Differences
1048-9843	The Leadership Quarterly
0024-3205	Life Sciences
0740-8188	Library & Information Science Research
0075-9511	Limnologica
0898-5898	Linguistics and Education
0024-3841	Lingua
1871-1413	Livestock Science
0755-4982	La Presse Médicale
0145-2126	Leukemia Research
0024-6301	Long Range Planning
0388-0001	Language Sciences
0022-2313	Journal of Luminescence
0169-5002	Lung Cancer
0254-0584	Materials Chemistry and Physics
0047-6374	Mechanisms of Ageing and Development
0304-8853	Journal of Magnetism and Magnetic Materials
0094-114X	Mechanism and Machine Theory
0304-4203	Marine Chemistry
1874-7787	Marine Genomics
0025-3227	Marine Geology
0377-8398	Marine Micropaleontology
0924-7963	Journal of Marine Systems
1387-3806	International Journal of Mass Spectrometry
0951-8339	Marine Structures
0378-5122	Maturitas
0732-3123	The Journal of Mathematical Behavior
0945-053X	Matrix Biology
0304-4068	Journal of Mathematical Economics
2214-7853	Materials Today: Proceedings
0021-7824	Journal de Mathématiques Pures et Appliquées
1369-8001	Materials Science in Semiconductor Processing
0165-4896	Mathematical Social Sciences
1369-7021	Materials Today
0025-5564	Mathematical Biosciences
2468-8231	Molecular Catalysis

0303-7207	Molecular and Cellular Endocrinology
0263-2241	Measurement
0957-4158	Mechatronics
0167-6636	Mechanics of Materials
1246-7391	Médecine & Droit
1361-8415	Medical Image Analysis
0167-9317	Microelectronic Engineering
1879-2391	Microelectronics Journal
0376-7388	Journal of Membrane Science
0141-1136	Marine Environmental Research
0309-1740	Meat Science
0966-9795	Intermetallics
2212-6570	Mental Health & Prevention
1755-2966	Mental Health and Physical Activity
1387-1811	Microporous and Mesoporous Materials
0141-9331	Microprocessors and Microsystems
0944-5013	Microbiological Research
2773-0123	Micro and Nanostructures
0026-265X	Microchemical Journal
0167-7012	Journal of Microbiological Methods
0161-5890	Molecular Immunology
0892-6875	Minerals Engineering
0167-577X	Materials Letters
1567-133X	Gene Expression Patterns
0166-6851	Molecular and Biochemical Parasitology
0167-7322	Journal of Molecular Liquids
0022-2860	Journal of Molecular Structure
0304-3932	Journal of Monetary Economics
0025-326X	Marine Pollution Bulletin
0022-5096	Journal of the Mechanics and Physics of Solids
0026-2714	Microelectronics Reliability
2352-3522	Microbial Risk Analysis
0025-5408	Materials Research Bulletin
0093-6413	Mechanics Research Communications
0730-725X	Magnetic Resonance Imaging
0020-7403	International Journal of Mechanical Sciences
0921-5093	Materials Science and Engineering: A
2211-0348	Multiple Sclerosis and Related Disorders
0921-5107	Materials Science and Engineering: B
2468-7812	Musculoskeletal Science and Practice
0927-796X	Materials Science and Engineering: R: Reports
2468-5194	Materials Today Chemistry
2352-4928	Materials Today Communications
2468-6069	Materials Today Energy
1044-5803	Materials Characterization

0890-6955	International Journal of Machine Tools and Manufacture
2588-8420	Materials Today Nano
2542-5293	Materials Today Physics
2589-2347	Materials Today Sustainability
1042-444X	Journal of Multinational Financial Management
0027-5107	Mutation Research: Fundamental and Molecular Mechanisms of Mutagenesis
1383-5718	Mutation Research: Genetic Toxicology and Environmental Mutagenesis
1383-5742	Mutation Research: Reviews in Mutation Research
0362-546X	Nonlinear Analysis
1751-570X	Nonlinear Analysis: Hybrid Systems
1878-7789	Nano Communication Networks
1549-9634	Nanomedicine: Nanotechnology, Biology and Medicine
2211-2855	Nano Energy
2352-507X	Nano-Structures & Nano-Objects
1748-0132	Nano Today
0197-4580	Neurobiology of Aging
0149-7634	Neuroscience & Biobehavioral Reviews
0197-0186	Neurochemistry International
1384-1076	New Astronomy
0029-5493	Nuclear Engineering and Design
0911-6044	Journal of Neurolinguistics
0028-3770	Neurochirurgie
0925-2312	Neurocomputing
0150-9861	Journal of Neuroradiology
0035-3787	Revue Neurologique
0161-813X	NeuroToxicology
0168-9002	Nuclear Instruments and Methods in Physics Research Section A: Accelerators, Spectrometers, Detectors and Associated Equipment
0168-583X	Nuclear Instruments and Methods in Physics Research Section B: Beam Interactions with Materials and Atoms
0732-118X	New Ideas in Psychology
0020-7462	International Journal of Non-Linear Mechanics
0969-8051	Nuclear Medicine and Biology
0960-8966	Neuromuscular Disorders
0893-6080	Neural Networks
0022-3093	Journal of Non-Crystalline Solids
1468-1218	Nonlinear Analysis: Real World Applications
0028-3908	Neuropharmacology
2405-6014	Nuclear and Particle Physics Proceedings
0020-7489	International Journal of Nursing Studies
0304-3940	Neuroscience Letters
0165-0270	Journal of Neuroscience Methods
0028-3932	Neuropsychologia
0271-5317	Nutrition Research
0892-0362	Neurotoxicology and Teratology

0022-3115	Journal of Nuclear Materials
0375-9474	Nuclear Physics A
0899-9007	Nutrition
2451-8476	Obesity Medicine
1463-5003	Ocean Modelling
0964-5691	Ocean & Coastal Management
0029-8018	Ocean Engineering
0146-6380	Organic Geochemistry
0143-8166	Optics and Lasers in Engineering
0305-0483	Omega
1040-8428	Critical Reviews in Oncology/Hematology
1368-8375	Oral Oncology
2212-4403	Oral Surgery, Oral Medicine, Oral Pathology and Oral Radiology
0167-6377	Operations Research Letters
0030-4018	Optics Communications
0925-3467	Optical Materials
1871-403X	Obesity Research & Clinical Practice
2666-2612	Ore and Energy Resource Geology
0090-2616	Organizational Dynamics
1566-1199	Organic Electronics
2211-6923	Operations Research for Health Care
0949-328X	Sports Orthopaedics and Traumatology
1573-4277	Optical Switching and Networking
2468-6964	Online Social Networks and Media
1615-9071	Osteopathische Medizin
1877-0568	Orthopaedics & Traumatology: Surgery & Research
0927-538X	Pacific-Basin Finance Journal
0191-8869	Personality and Individual Differences
0031-0182	Palaeogeography, Palaeoclimatology, Palaeoecology
0034-6667	Review of Palaeobotany and Palynology
0167-8191	Parallel Computing
1383-5769	Parasitology International
0167-8655	Pattern Recognition Letters
0731-7085	Journal of Pharmaceutical and Biomedical Analysis
0091-3057	Pharmacology Biochemistry and Behavior
2405-6030	Perioperative Care and Operating Room Management
0022-3697	Journal of Physics and Chemistry of Solids
0141-3910	Polymer Degradation and Stability
0738-3991	Patient Education and Counseling
0031-4056	Pedobiologia
0165-5876	International Journal of Pediatric Otorhinolaryngology
2949-6942	Progress in Economic Geography
2211-2669	Performance Enhancement & Health
0196-9781	Peptides
0031-9201	Physics of the Earth and Planetary Interiors

2950-4252	Progress in Engineering Science
0166-5316	Performance Evaluation
2213-4344	PharmaNutrition
0031-9384	Physiology & Behavior
1874-4907	Physical Communication
0944-7113	Phytomedicine
0378-4371	Physica A: Statistical Mechanics and its Applications
0921-4526	Physica B: Condensed Matter
0921-4534	Physica C: Superconductivity and its Applications
0167-2789	Physica D: Nonlinear Phenomena
1386-9477	Physica E: Low-Dimensional Systems and Nanostructures
0031-9422	Phytochemistry
0022-3956	Journal of Psychiatric Research
0375-9601	Physics Letters A
0981-9428	Plant Physiology and Biochemistry
2352-4073	Plant Gene
0370-1573	Physics Reports
1571-0645	Physics of Life Reviews
1574-1192	Pervasive and Mobile Computing
2468-1717	Personalized Medicine in Psychiatry
0306-4530	Psychoneuroendocrinology
1569-4410	Photonics and Nanostructures - Fundamentals and Applications
0278-5846	Progress in Neuro-Psychopharmacology & Biological Psychiatry
0887-8994	Pediatric Neurology
0300-9440	Progress in Organic Coatings
0304-422X	Poetics
0176-2680	European Journal of Political Economy
0277-5387	Polyhedron
0925-5214	Postharvest Biology and Technology
0378-7753	Journal of Power Sources
1058-9813	Progress in Pediatric Cardiology
1433-8319	Perspectives in Plant Ecology, Evolution and Systematics
0031-3203	Pattern Recognition
0378-2166	Journal of Pragmatics
1359-5113	Process Biochemistry
1353-8020	Parkinsonism & Related Disorders
0301-9268	Precambrian Research
0266-8920	Probabilistic Engineering Mechanics
2950-1997	Pharmacological Research - Natural Products
2950-2004	Pharmacological Research - Reports
0167-5877	Preventive Veterinary Medicine
1098-8823	Prostaglandins & Other Lipid Mediators
0925-5273	International Journal of Production Economics
0301-0082	Progress in Neurobiology
0079-6611	Progress in Oceanography

0305-9006	Progress in Planning
0924-0136	Journal of Materials Processing Technology
1434-4610	Protist
0344-0338	Pathology - Research and Practice
0079-6816	Progress in Surface Science
0168-9452	Plant Science
0022-3999	Journal of Psychosomatic Research
0032-0633	Planetary and Space Science
0165-1781	Psychiatry Research
0925-4927	Psychiatry Research: Neuroimaging
1469-0292	Psychology of Sport and Exercise
0032-5910	Powder Technology
0047-2727	Journal of Public Economics
0363-8111	Public Relations Review
1478-4092	Journal of Purchasing and Supply Management
1871-1014	Quaternary Geochronology
0167-8140	Radiotherapy & Oncology
1750-9467	Research in Autism Spectrum Disorders
0736-5845	Robotics and Computer-Integrated Manufacturing
1381-5148	Reactive and Functional Polymers
0921-3449	Resources, Conservation & Recycling
1755-0084	Renewable Energy Focus
0166-0462	Regional Science and Urban Economics
2468-4988	Journal of Immunology and Regenerative Medicine
0960-1481	Renewable Energy
0928-7655	Resource and Energy Economics
1569-9048	Respiratory Physiology & Neurobiology
0048-7333	Research Policy
0951-8320	Reliability Engineering & System Safety
0300-9572	Resuscitation
2452-3186	Current Research in Translational Medicine
0739-8859	Research in Transportation Economics
1059-0560	International Review of Economics & Finance
0035-1598	Revue de Micropaléontologie
2452-2198	Rhizosphere
0275-5319	Research in International Business and Finance
0891-4222	Research in Developmental Disabilities
0191-3085	Research in Organizational Behavior
1350-4487	Radiation Measurements
2772-7661	Research Methods in Applied Linguistics
0263-4368	International Journal of Refractory Metals and Hard Materials
1365-1609	International Journal of Rock Mechanics and Mining Sciences
0921-8890	Robotics and Autonomous Systems
0969-806X	Radiation Physics and Chemistry
1551-7411	Research in Social and Administrative Pharmacy

2352-9385	Remote Sensing Applications: Society and Environment
0034-4257	Remote Sensing of Environment
1364-0321	Renewable & Sustainable Energy Reviews
2352-4855	Regional Studies in Marine Science
0276-5624	Research in Social Stratification and Mobility
2210-5395	Research in Transportation Business & Management
0890-6238	Reproductive Toxicology
0921-4488	Small Ruminant Research
0743-0167	Journal of Rural Studies
1386-1425	Spectrochimica Acta Part A: Molecular and Biomolecular Spectroscopy
0584-8547	Spectrochimica Acta Part B: Atomic Spectroscopy
0925-7535	Safety Science
0895-9811	Journal of South American Earth Sciences
0020-7683	International Journal of Solids and Structures
0038-0717	Soil Biology & Biochemistry
0960-0760	The Journal of Steroid Biochemistry and Molecular Biology
0956-5221	Scandinavian Journal of Management
0920-9964	Schizophrenia Research
0167-6423	Science of Computer Programming
0167-6911	Systems & Control Letters
2950-3574	Sustainable Chemistry One World
2352-5541	Sustainable Chemistry and Pharmacy
2210-6707	Sustainable Cities and Society
0257-8972	Surface and Coatings Technology
0267-7261	Soil Dynamics and Earthquake Engineering
1060-3743	Journal of Second Language Writing
0037-0738	Sedimentary Geology
2352-4677	Sustainable Energy, Grids and Networks
1383-5866	Separation and Purification Technology
0038-0121	Socio-Economic Planning Sciences
2773-1618	Sports Economics Review
2213-1388	Sustainable Energy Technologies and Assessments
1744-165X	Seminars in Fetal & Neonatal Medicine
0191-8141	Journal of Structural Geology
0039-3681	Studies in History and Philosophy of Science
0165-1684	Signal Processing
1569-190X	Simulation Modelling Practice and Theory
2950-3965	Slavic Literatures
1389-9457	Sleep Medicine
2352-6483	Smart Health
0924-4247	Sensors and Actuators A: Physical
0925-4005	Sensors and Actuators B: Chemical
0960-7404	Surgical Oncology
0927-0248	Solar Energy Materials and Solar Cells
0378-8733	Social Networks

0039-6257	Survey of Ophthalmology
0167-2738	Solid State Ionics
0304-4149	Stochastic Processes and their Applications
2211-6753	Spatial Statistics
0167-6393	Speech Communication
1529-9430	The Spine Journal
0022-474X	Journal of Stored Products Research
1877-5756	Sexual & Reproductive Healthcare
0038-1098	Solid State Communications
0038-1101	Solid-State Electronics
0277-9536	Social Science & Medicine
1293-2558	Solid State Sciences
1877-5845	Spatial and Spatio-temporal Epidemiology
0167-7152	Statistics & Probability Letters
0039-128X	Steroids
0167-1987	Soil & Tillage Research
0048-9697	Science of the Total Environment
0954-349X	Structural Change and Economic Dynamics
0963-8687	The Journal of Strategic Information Systems
0167-4730	Structural Safety
0896-8446	The Journal of Supercritical Fluids
2468-0230	Surfaces and Interfaces
0039-6028	Surface Science
2210-5379	Sustainable Computing: Informatics and Systems
2214-9937	Sustainable Materials and Technologies
0167-5729	Surface Science Reports
2210-6502	Swarm and Evolutionary Computation
0723-2020	Systematic and Applied Microbiology
0379-6779	Synthetic Metals
0346-251X	System
1383-7621	Journal of Systems Architecture
2210-8440	Trends in Anaesthesia and Critical Care
0167-8442	Theoretical and Applied Fracture Mechanics
0039-9140	Talanta
0742-051X	Teaching and Teacher Education
0306-4565	Journal of Thermal Biology
0040-6031	Thermochimica Acta
1938-9736	Topics in Companion Animal Medicine
1050-1738	Trends in Cardiovascular Medicine
0304-3975	Theoretical Computer Science
2214-1588	Trends in Environmental Analytical Chemistry
2950-3957	Total Environment Advances
0166-4972	Technovation
0040-1951	Tectonophysics
0736-5853	Telematics and Informatics

0040-4020	Tetrahedron
0040-4039	Tetrahedron Letters
0040-1625	Technological Forecasting and Social Change
0093-691X	Theriogenology
0968-0160	The Knee
1290-0729	International Journal of Thermal Sciences
0924-2244	Trends in Food Science & Technology
2590-0307	Techniques and Innovations in Gastrointestinal Endoscopy
2211-9493	Trends in Neuroscience and Education
0160-791X	Technology in Society
0887-2333	Toxicology in Vitro
1555-4155	The Journal for Nurse Practitioners
2211-9736	Tourism Management Perspectives
0166-8641	Topology and its Applications
0300-483X	Toxicology
0041-0101	Toxicon
0378-4274	Toxicology Letters
0041-1345	Transplantation Proceedings
0049-3848	Thrombosis Research
0965-8564	Transportation Research Part A: Policy and Practice
0165-9936	Trends in Analytical Chemistry
1473-0502	Transfusion and Apheresis Science
0191-2615	Transportation Research Part B: Methodological
0968-090X	Transportation Research Part C: Emerging Technologies
1361-9209	Transportation Research Part D: Transport and Environment
1366-5545	Transportation Research Part E: Logistics and Transportation Review
1369-8478	Transportation Research Part F: Traffic Psychology and Behaviour
2214-3912	Transportation Geotechnics
0966-3274	Transplant Immunology
1931-5244	Translational Research
1871-1871	Thinking Skills and Creativity
2451-9049	Thermal Science and Engineering Progress
0040-6090	Thin Solid Films
0886-7798	Tunnelling and Underground Space Technology
0263-8231	Thin-Walled Structures
2212-0955	Urban Climate
1618-8667	Urban Forestry & Urban Greening
0304-3991	Ultramicroscopy
0041-624X	Ultrasonics
0090-4295	Urology
1078-1439	Urologic Oncology: Seminars and Original Investigations
0042-207X	Vacuum
2214-2096	Vehicular Communications
0165-2427	Veterinary Immunology and Immunopathology
0378-1135	Veterinary Microbiology

0304-4017	Veterinary Parasitology
0924-2031	Vibrational Spectroscopy
0166-0934	Journal of Virological Methods
2405-4690	Visual Journal of Emergency Medicine
0167-9260	Integration
0377-0273	Journal of Volcanology and Geothermal Research
1537-1891	Vascular Pharmacology
2405-9390	Veterinary Parasitology: Regional Studies and Reports
0042-6989	Vision Research
0165-2125	Wave Motion
2468-3124	Water Security
0305-750X	World Development
2452-2929	World Development Perspectives
0043-1648	Wear
0956-053X	Waste Management
1878-8750	World Neurosurgery
1090-9516	Journal of World Business
0172-2190	World Patent Information
0043-1354	Water Research
2212-4284	Water Resources and Economics
0277-5395	Women's Studies International Forum
2405-4526	Journal of Interprofessional Education & Practice
0196-8858	Advances in Applied Mathematics
0003-9861	Archives of Biochemistry and Biophysics
0003-2697	Analytical Biochemistry
1063-5203	Applied and Computational Harmonic Analysis
0092-640X	Atomic Data and Nuclear Data Tables
1092-9134	Annals of Diagnostic Pathology
0001-8708	Advances in Mathematics
0735-6757	American Journal of Emergency Medicine
0196-0709	American Journal of Otolaryngology
1075-9964	Anaerobe
0003-4916	Annals of Physics
0897-1897	Applied Nursing Research
0883-9417	Archives of Psychiatric Nursing
0883-5403	Journal of Arthroplasty
0890-8389	The British Accounting Review
0006-291X	Biochemical and Biophysical Research Communications
1079-9796	Blood Cells, Molecules and Diseases
1521-6896	Best Practice & Research Clinical Anaesthesiology
1521-690X	Best Practice & Research Clinical Endocrinology & Metabolism
1521-6918	Best Practice & Research Clinical Gastroenterology
1521-6926	Best Practice & Research Clinical Haematology
1521-6934	Best Practice & Research Clinical Obstetrics & Gynaecology
1521-6942	Best Practice & Research Clinical Rheumatology

0045-2068	Bioorganic Chemistry
0268-960X	Blood Reviews
0889-1591	Brain, Behavior, and Immunity
0278-2626	Brain and Cognition
0093-934X	Brain and Language
1053-8100	Consciousness and Cognition
0143-4160	Cell Calcium
0361-476X	Contemporary Educational Psychology
0008-8749	Cellular Immunology
1521-6616	Clinical Immunology
0010-0285	Cognitive Psychology
1045-2354	Critical Perspectives on Accounting
0195-6671	Cretaceous Research
0885-2308	Computer Speech and Language
0305-7372	Cancer Treatment Reviews
1077-3142	Computer Vision and Image Understanding
1043-4666	Cytokine
0012-1606	Developmental Biology
0273-2297	Developmental Review
1368-7646	Drug Resistance Updates
1051-2004	Digital Signal Processing
1525-5050	Epilepsy & Behavior
0272-7714	Estuarine, Coastal and Shelf Science
1462-3889	European Journal of Oncology Nursing
0013-9351	Environmental Research
0195-6698	European Journal of Combinatorics
0014-4827	Experimental Cell Research
0014-4983	Explorations in Economic History
0014-4835	Experimental Eye Research
0014-4886	Experimental Neurology
0014-4894	Experimental Parasitology
1071-5797	Finite Fields and Their Applications
1087-1845	Fungal Genetics and Biology
0740-0020	Food Microbiology
0958-2592	The Foot
0091-3022	Frontiers in Neuroendocrinology
1050-4648	Fish & Shellfish Immunology
0899-8256	Games and Economic Behavior
0016-6480	General and Comparative Endocrinology
1096-6374	Growth Hormone & IGF Research
0090-8258	Gynecologic Oncology
0018-506X	Hormones and Behavior
0315-0860	Historia Mathematica
0046-8177	Human Pathology
0019-1035	Icarus

0964-3397	Intensive and Critical Care Nursing
1071-5819	International Journal of Human-Computer Studies
0959-289X	International Journal of Obstetric Anesthesia
0890-5401	Information and Computation
0278-4165	Journal of Anthropological Archaeology
0021-8693	Journal of Algebra
0140-1963	Journal of Arid Environments
0305-4403	Journal of Archaeological Science
0021-9045	Journal of Approximation Theory
0896-8411	Journal of Autoimmunity
1532-0464	Journal of Biomedical Informatics
1360-8592	Journal of Bodywork and Movement Therapies
1071-9164	Journal of Cardiac Failure
1053-0770	Journal of Cardiothoracic and Vascular Anesthesia
0021-9517	Journal of Catalysis
0021-9614	The Journal of Chemical Thermodynamics
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2253-654X	Revista Española de Medicina Nuclear e Imagen Molecular
1699-258X	Reumatología Clínica
0048-7120	Rehabilitación
0033-8338	Radiología
0214-1582	Revista de Senología y Patología Mamaria
1550-7289	Surgery for Obesity and Related Diseases
0040-5957	Therapies
0022-3166	The Journal of Nutrition
2352-0078	Toxicologie Analytique et Clinique
0301-5629	Ultrasound in Medicine & Biology
1467-2987	Veterinary Anaesthesia and Analgesia
2666-5719	F&S Reviews
2666-335X	F&S Science
0022-3549	Journal of Pharmaceutical Sciences
0272-6386	American Journal of Kidney Diseases
1542-3565	Clinical Gastroenterology and Hepatology
0363-5023	The Journal of Hand Surgery
0278-2391	Journal of Oral and Maxillofacial Surgery
1526-5900	The Journal of Pain
1051-2276	Journal of Renal Nutrition
0894-7317	Journal of the American Society of Echocardiography
1071-3581	Journal of Nuclear Cardiology
0741-5214	Journal of Vascular Surgery

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Emergency Provisional Certificate Recommendations

REFERENCE

April 2019	Board approved 7 provisional certificates for the 2018-2019 school year.
June 2019	Board approved 11 provisional certificates for the 2018-2019 school year.
August 2019	Board approved 3 provisional certificates for the 2018-2019 school year
August 2021	Board approved 2 provisional certificates for the 2021-2022 school year
October 2022	Board approved 76 provisional certificates for the 2022-2023 school year.
December 2022	Board approved 87 provisional certificates for the 2022-2023 school year.
February 2023	Board approved 31 provisional certificates for the 2022-2023 school year.
April 2023	Board approved 14 provisional certificates for the 2022-2023 school year.
June 2023	Board approved 4 certificates for the 2022-2023 school year.
October 2023	Board approved 16 provisional certificates for the 2023-2024 school year and procedures for the management of emergency provisional certificates.
December 2023	Board approved 117 provisional certificates for the 2023-2024 school year.
February 2024	Board approved 26 provisional certificates for the 2023-2024 school year.
April 2024	Board approved 10 provisional certificates for the 2023-2024 school year.
June 2024	Board approved three provisional certificates for the 2023-2024 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1201 and 33-1203

BACKGROUND

Section 33-1201, Idaho Code, requires that every person who is employed to serve in any elementary or secondary school as a "teacher, supervisor, administrator, education specialist, school nurse or school librarian" "holds a certificate issued under authority of the state board of education, valid for the service being rendered." Section 33-1203, Idaho Code allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two

years of college training and an emergency has been declared. This section of code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

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

DISCUSSION

The Department of Education received 11 complete Emergency Provisional Certificate applications for Instructional certificate(s)/endorsement(s) by August 28, 2024.

The Certification Department of the Idaho Department of Education reviewed each candidate's full application. Each candidate presented below, requesting Instructional certificate(s)/endorsement(s), has completed at least two years of college training, making them eligible for emergency provisional certificate consideration. Each LEA has declared a hiring emergency, summarized the hiring efforts, and attested to the candidate's ability to fill the position.

The Idaho Department of Education is requesting authorization to issue provisional certificates as presented below.

Snake River School District #052

1. **Applicant Name:** Brandy Austin
   Certificate: Provisional
   Endorsement(s): All Subjects K-8
   College Training: 78 credits
   Declared Emergency Date: 7/17/2024
   Hire/Assignment Date: 8/1/2024
   Summary of Recruitment Efforts: The district advertised four open kindergarten teacher positions internally and externally in the late winter of the 23-24 SY. Admins reached out to certified teachers working in the district and others living in and around the school district to invite them to apply. A selection committee interviewed eight candidates who were qualified for the open positions and those who had worked in the school district who were working towards certification. Since the current candidate has worked effectively in the school district as a short-and-long -term substitute and is on her way to completing her teacher-preparation program, the selection committee is confident she will be a benefit to the students and the team of teachers.

Grace Joint School District #148

2. **Applicant Name:** Suzanne Hill
   Certificate: Provisional
   Endorsement(s): Health (6-12); Science-Middle Level (5-9); History (6-12)

College Training: 82 credits
Declared Emergency Date: 7/10/2024
Hire/Assignment Date: 7/10/2024
Summary of Recruitment Efforts: This is a position that has been hard to fill for multiple reasons. First, it is difficult mainly because it involves different levels. It has been a split position between the elementary and junior high/high school. The former teacher taught kindergarten, as well as JH/HS material. This provisional is for the JH/HS portion. Two applicants applied, while only one was qualified to receive an emergency provisional, as the other individual had already used a provisional last year. The difference this year is it will be three different assignment codes and three different endorsement codes. No other qualified applicants were received. We have had difficulty filling these positions due to lower counted enrollment and finding someone whose schedule permits them to do the job as it's intended without hiring another FTE. The district is already over our support unit allotment.

Hagerman Joint School District #233

3. **Applicant Name:** Jacob Hicks
   Certificate: Provisional
   Endorsement(s): Physical Education (6-12); Health (6-12)
   College Training: MA
   Declared Emergency Date: 8/7/2024
   Hire/Assignment Date: 8/19/2024
   Summary of Recruitment Efforts: The position was posted on EdJobs as well as listed on the school district website and the district Facebook page. Staff members also attempted to recruit other known educators.

Mountain View School District #244

4. **Applicant Name:** Kristee Orford
   Certificate: Provisional
   Endorsement(s): All Subjects (K-8)
   College Training: 5 credits
   Declared Emergency Date: 7/18/2024
   Hire/Assignment Date: 6/25/2024
   Summary of Recruitment Efforts: It is very difficult to find certified teachers who are willing to move to the rural area. The school picks the most qualified out of the very limited pool of applicants that they feel will not only do the job but work well with the school culture and staff.

5. **Applicant Name:** Megan Rambo
   Certificate: Provisional
   Endorsement(s): All Subjects (K-8)
   College Training: 5 credits
   Declared Emergency Date: 7/18/2024
   Hire/Assignment Date: 6/25/2024
   Summary of Recruitment Efforts: It is very difficult to find certified teachers who are willing to move to the rural area. The school picks the most qualified

out of the very limited pool of applicants that they feel will not only do the job but work well with the school culture and staff.

Payette School District #371

6. **Applicant Name:** Aeverie Burns-Curry
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 76
Declared Emergency Date: 8/12/2024
Hire/Assignment Date: 8/12/2024
Summary of Recruitment Efforts: Several rounds of elementary positions were posted, and positions were offered throughout the Summer of 2024. One of the accepted positions needed a VISA that could not be obtained during the 24-25 school year. The current candidate does have a degree plan that shows Winter 2026 as the student teaching timeframe, but by her completed credits, she's not far along enough to be eligible for an Alternative Authorization.

7. **Applicant Name:** Blake Garcia
Certificate: Provisional
Endorsement(s): World Language - Spanish (6-12); Health (6-12)
College Training: 74
Declared Emergency Date: 8/12/2024
Hire/Assignment Date: 8/12/2024
Summary of Recruitment Efforts: The position was initially posted in March 2024. No applications were received until July. The second candidate did not have enough college credits to qualify for an Emergency Provisional. The position was posted on numerous platforms including contacting reaching out to colleges and community agencies. The position was also posted as part-time with hopes of filling the position.

Filer School District #413

8. **Applicant Name:** Marisa Crozier
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: 100 credits
Declared Emergency Date: 8/14/2024
Hire/Assignment Date: 8/21/2024
Summary of Recruitment Efforts: The beginning of August, the school realized they did not have a credentialed math teacher for Algebra I. They opened the position on the school webpage and EdJobs Idaho. They received one applicant. They hired the applicant. They will finish their degree by May of 2025 and will then enroll in a certification program.

Minidoka County School District #331

9. **Applicant Name:** Emma Van Every
Certificate: Provisional
Endorsement(s): All Subjects K-8

College Training: 123 credits
Declared Emergency Date: 8/26/2024
Hire/Assignment Date: 8/26/2024
Summary of Recruitment Efforts: Not eligible for an Alternative Authorization. Will be student teaching in the 25-26 school year. The job was posted on the district website and job boards. The interview committee interviewed three applicants that were the most qualified. Documentation of verification of applicants included with application.

Compass Public Charter School #455

10. **Applicant Name:** Andrea Crichton
Certificate: Provisional
Endorsement(s): All Subjects (K-8)
College Training: 49 credits
Declared Emergency Date: 7/11/2024
Hire/Assignment Date: 7/11/2024
A total of four positions came open for kindergarten classes. The school was able to fill three of the four with applicants and by moving current teachers around. This candidate has extensive experience in the primary grades as a classified paraprofessional.

Treasure Valley Classical Academy #532

11. **Applicant Name:** Brianna Bennett
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: AA
Declared Emergency Date: 7/30/2024
Hire/Assignment Date: 7/31/2024
Summary of Recruitment Efforts: School leadership attended the Hillsdale Hiring Conference in February 2024. Faculty and leadership did personal outreach to colleges (EOU, BSU, U of I, BYU and George Fox). Leadership attended college job fairs at BSU, U of I, and NNU. Social Media outreach was done via various platforms and professional outreach was done by faculty members. Two formal applications were received for elementary positions. One was hired for 5th grade, leaving a kindergarten position open. No new applicants have been received as of 7/28/24.

IMPACT

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

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

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff verified that each candidate has completed at least two years of college training and that the school district declared a hiring emergency. All candidates have been hired by a local education agency as teachers for the 2024-2025 school year. Candidates that have already completed a Baccalaureate degree or higher are not eligible to apply through another pathway.

Staff recommends that the Board authorize the Idaho Department of Education to issue one-year provisional certificates for candidates 1-11 as presented above.

BOARD ACTION

I move to authorize the Idaho Department of Education to issue emergency provisional standard instructional certificates for candidates 1-11 as presented above, effective for the 2024-2025 school year only, and pending a clear background check.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership (Council) Membership

REFERENCE

April 2018	Board appointed two current members to the Council and one new member.
June 2018	Board appointed two members to the Council.
August 2018	Board appointed one new member and re-appointed a former member to the Council.
June 2019	Board appointed three new members to the Council.
August 2019	Board appointed one new member to the Council.
October 2019	Board appointed one new member to the Council.
April 2020	Board appointed one new member and re-appointed two members to the Council.
June 2020	Board appointed four new members and re-appointed one member to the Council.
October 2020	Board appointed two new members to the Council.
June 2021	Board appointed one new member and re-appointed four members to the Council.
August 2021	Board appointed two new members to the Council.
October 2021	Board appointed one new member to the Council.
December 2022	Board appointed three new members to the Council.
October 2023	Board appointed one current member to the Council.
December 2023	Board appointed five new members to the Council.
June 2024	Board appointed two new members to the Council.
August 2024	Board re-appointed two members to the Council.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section IV.G.
Idaho Code § 33-2202
Idaho Code § 33-2303
Code of Federal Regulations 34 CFR § 361

BACKGROUND/DISCUSSION

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

the purpose of carrying into effect any acts by Congress "affecting vocational rehabilitation."

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

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

Additionally, Federal Regulations specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR § 361.5(b)(28) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council may serve for not more than two (2) consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership

of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to the remaining members of the Council after making the original appointment.

The Council currently has three (3) nominations and one (1) re-appointment for Board consideration as follows:

The Council is recommending appointment of Clay Long as a representative of the Idaho Workforce Development Committee.

The Council is recommending appointment of Feather Holt as a representative of American Indian Vocational Rehabilitation Services.

The Council is recommending appointment Linda Thomas as a representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act.

The Council is recommending re-appointment of Jami Thomas as a representative of a Statewide Independent Living Council.

IMPACT

The reappointments will maintain compliance with CFR 34 Part 361.16 and result in sixteen (18) total members.

ATTACHMENTS

Attachment 1 – Current Council Membership, applications and resumes of the nominees aforementioned.

STAFF COMMENTS AND RECOMMENDATIONS

TBD

BOARD ACTION

I move to appoint Clay Long as a representative of the Workforce Development Council for a three-year term, effective immediately through October 18, 2027.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

I move to appoint Feather Holt as a representative of American Indian Vocational Rehabilitation Services for a three-year term, effective immediately through October 18, 2027.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

I move to appoint Linda Thomas as a representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act, effective immediately through October 18, 2027.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

I move to re-appoint Jami Thomas as a representative of a Statewide Independent Living Council established pursuant to section 682(a) of the Individuals with Disabilities Education Act, effective immediately through October 18, 2027.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

Idaho Division of Vocational Rehabilitation

STATE REHABILITATION COUNCIL APPLICATION FORM

Name: Clay Long

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

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

The Division of Career Technical Education, through a variety of programs under the Division, collaborate to provide services to those served by Vocational Rehabilitation. I believe with an individual from the Division to serve on the SRC, we could increase and continue to build the synergy and services being provided through our respective programs to the same clients.

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

Name:	Idaho Workforce Development Council	Term Date:	2019 - current
Name:	CapEd Supervisory Committee	Term Date:	2022 - current
Name:	Light My Fire, Inc.	Term Date:	2023 - current
Name:		Term Date:	

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

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

Note: my schedule is busy, however, with enough lead time, I am able to make meetings work with my schedule. In the event I am unable to attend, and it be permitted by policy, I would ensure I have a representative attend on my behalf.

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

Disability

☐ **Yes** ☑ **No**

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

RETURN TO:

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

CLAY LONG

SCHOOLING

DOCTOR OF PHILOSOPHY – EDUCATIONAL LEADERSHIP
EDUCATION SPECIALIST – EDUCATION LEADERSHIP
NORTHWEST NAZARENE UNIVERSITY

MASTERS OF EDUCATION – EDUCATIONAL LEADERSHIP
CONCORDIA UNIVERSITY

BACHELORS OF SCIENCE – BUSINESS ADMINISTRATION
LEWIS-CLARK STATE COLLEGE

SKILLS

LEADERSHIP • PROJECT MANAGEMENT • STAFF TRAINING & DEVELOPMENT • PUBLIC SPEAKING • CONFLICT RESOLUTION • BUDGETING DEVELOPMENT AND MANAGEMENT • CUSTOMER SERVICE • EXCEPTIONAL INTERPERSONAL COMMUNICATIONS • MARKETING MANAGEMENT • TEAM BUILDING • CONFERENCE MANAGEMENT • CONTRACT NEGOTIATIONS • COMPUTER LITERATE • CURRICULUM DEVELOPMENT

CERTIFICATIONS

IDAHO ADMINISTRATOR CREDENTIAL
CTE ADMINISTRATOR
PRE-K-12 PRINCIPAL
PRE-K-12 SUPERINTENDENT

IDAHO TEACHING CREDENTIAL
ADVANCED OCCUPATIONAL CERTIFICATION
FIRE CONTROL/SAFETY TECHNOLOGIES
BUSINESS MANAGEMENT/FINANCE
MICROCOMPUTER APPLICATIONS

VOLUNTEER LEADERSHIP

SKILLSUSA IDAHO, BOARD CHAIR
NATIONAL BPA, BOARD CHAIR
LCSC TREASURE VALLEY ALUMNI, PRESIDENT
DRUG FREE IDAHO, VICE-PRESIDENT

AFFILIATIONS

ASSOCIATION FOR CAREER & TECHNICAL EDUCATION
CAREER & TECHNICAL EDUCATORS OF IDAHO
IDAHO CAREER & TECHNICAL EDUCATION FOUNDATION
NAMPA CHAMBER OF COMMERCE
NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS
NATIONAL BUSINESS EDUCATION ASSOCIATION

EXPERIENCE

LISTED CURRENT TO PAST

STATE OF IDAHO — DECEMBER 2019 – PRESENT

STATE ADMINISTRATOR | DIVISION OF CAREER TECHNICAL EDUCATION

- Provide statewide vision, leadership, oversight and accountability for the state's Career Technical Education (CTE) system at the secondary and postsecondary levels.
- Expand and improve delivery of quality CTE programs that meet the needs of all students, including those in rural and remote areas, using multiple instructional modalities (i.e. in-person, blended and online).
- Administer the state agency/statewide system of CTE in accordance with Idaho Code, administrative rules, and State Board of Education Policies.
- Provide leadership and oversight in the development of the Division's budget request and proposed legislation and assist secondary and postsecondary schools with growth strategies to meet the needs of the Idaho workforce.
- Develop and maintain strong partner relationships with secondary and postsecondary instructors and administrators; business and industry; and other stakeholders.
- Cultivate strong relationships with policymakers to build and sustain understanding of, and support for, CTE. Lead with proactive and authentic advocacy.

CITY OF NAMPA — JULY 2019 – DECEMBER 2019

CHIEF OF STAFF | MAYOR DEBBIE KLING

- Provide strategic oversight of City's Risk Management Program
- Provide leadership and foster collaboration for overall city assessment and strategic planning
- Provide oversight and serve liaison to all boards and commissions

NAMPA SCHOOL DISTRICT — JULY 2015 – JUNE 2019

ASSISTANT DIRECTOR, CAREER & TECHNICAL EDUCATION

- Deliver technical assistance and resources to teachers, building and district administrators, and counselors to support student learning outcomes within all CTE program areas.
- Present CTE updates and spotlights to School Board and Superintendent.
- Provide guidance on Technical Advisory Committees, CTSOs, course standards, teacher certification, and other components of quality program of studies.
- Collect, prepare, and produce all state and federal compliance data and reports.
- Develop, allocate, and monitor financial controls and policies for ASB, State, and Federal funds.
- Create and execute comprehensive marketing plan and branding of Nampa CTE and programs.

CAREER & TECHNICAL EDUCATORS OF IDAHO — JULY 2017 – AUGUST 2018

STATE PRESIDENT

- Provide state-wide vision and leadership to foster stakeholder driven development of the Strategic and Long-Range Plan.
- Promote positive working relationships between elected officials, State Board of Education, Career & Technical Education state leaders.
- Develop and update comprehensive membership and marketing platform.
- Represent CTEI at Regional, State, and National Meetings and Conferences.
- Develop collaborative relationships with other States Associations, their staff, and National Staff which lead to increased recognition of CTEI programs and initiatives.

Idaho Division of Vocational Rehabilitation

STATE REHABILITATION COUNCIL APPLICATION FORM

Name: Feather Holt

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

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

I have been building up our Nez Perce Tribe Vocational Rehabilitation Services Transition Program. Before I became director, there was little to no relationship with any of the school districts among the Nez Perce Reservation and only one transition student enrolled in services. Since, becoming Director in 2023 (officially) our NPTVRS has been conducting a Transition class in the Lapwai High School and provide vocational counseling for several school districts as well. I feel like I am at the beginning of my Transition journey and look forward to collaborating and gaining knowledge and resources by participating in as many professional development and programs as possible.

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

Name:	Idaho Children's Trust Fund	Term Date:	2023-2026
Name:		Term Date:	
Name:		Term Date:	
Name:		Term Date:	

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

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

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

Disability

☐ **Yes** ☑ **No**

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

RETURN TO:

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

FEATHER HOLT

To obtain a position that creates opportunity to serve and assist Individuals with Disabilities access resources and tools to improve their quality of life.

EXPERIENCE

APRIL 2022 – PRESENT DAY

DIRECTOR, NEZ PERCE TRIBE VOCATIONAL REHABILITATION SERVICES

Supervising Voc Rehab team, creating policy and procedure, following grant guidelines, servicing people with disabilities, providing opportunities to help a vulnerable population make meaningful connections to programs and people of support and services and obtain employment.

FEBRUARY 2020 – APRIL 2022

ADVOCATE OF SAFETY AND WELLNESS, NEZ PERCE TRIBE UUYIT KIMTI

Working with victims of violence, providing support and resources for victims of domestic violence and elder abuse. Navigating and guiding the court system with the victims and providing a safe space for victims to heal and empower them to self-advocate.

NOVEMBER 2016 – AUGUST 2019

INDIAN CHILD WELFARE CASEWORKER, NEZ PERCE TRIBE CPS

Supervising College Interns, New Employees and Case Management and reuniting families navigating the family court system, providing education and safe alternatives to protect children and provide support during the foster care process, reunification, and guardianship process.

EDUCATION

MAY 2000-2006

B.S. ELEMENTARY EDUCATION, UNIVERSITY OF IDAHO

JUNE 2022-DEC. 2023

TRIBAL VOCATIONAL REHABILITATION CERTIFICATE, NORTHWEST INDIAN COLLEGE

SKILLS

- Knowledge of families and local resources
- Ability to find solutions that seem impossible.
- Ability to create policy and procedure
- Empathy and compassion
- Ability to work with all people.
- Aware of biases and prejudices

Idaho Division of Vocational Rehabilitation

State Rehabilitation Council application Form

Name: Linda Thomas

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

Currently working for Idaho Parents Unlimited as their South West Transition Coordinator. Looking forward to contributing to the community and becoming more involved with all organizations that service individuals with disabilities.

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

Name: Term Date:

Name: Term Date:

Name: Term Date:

Name: Term Date:

Received
JUL 05 2024
..ations Support Center

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings? No Yes If "Yes" please explain:

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

Yes No

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

RETURN TO:

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

Linda Thomas

Skills

- Event coordination
- Relationship building
- Organizational skills
- Collaboration with local resources
- Experience teaching outdoor education
- Quick learner and self motivated
- Microsoft software proficiency

Education And Training

05/2007
Bachelor Of Science
Parks And Recreation

Utah State University
Logan, UT

Received
JUL 05 2024
Operations Support Center

Summary

Energetic educator and advocate with a strong background in fostering relationships and enhancing learning outcomes. Resourceful, great at multitasking and delegating. Ambitious to start a career that involves the community. Passionate about helping others.

Experience

Boise, ID | 04/2022 - current
Family Advocates Program Inc. Guardian ad Litem (volunteer)

- Advocate for abused and neglected children in court.
- Build relationships with and interview parents, foster parents, doctors, teachers, doctors, family members of foster children and other people that play a significant part in the child's life.
- Monthly visits with children to build a relationship and determine what services the child might benefit from.
- Attend meetings regularly with social workers, therapists, parents and attorneys.
- Participate in continuing education courses related to child development, trauma, family and local resources.

Meridian, ID – 06/2022 - 05/2023
Wildbeginnings Nature School-Outdoor preschool teacher

- Managed 8-10 preschool aged students in public outdoor setting in all weather.
- Wrote, prepared and implemented lesson plans, activities and games.
- Engaged students in story time, sensory play, nature based lessons, hiking and exploring.
- Created a safe environment for children to play freely and understand boundaries, safety precautions and how to follow rules.

Meridian, ID – 12/2017 - 03/2020
VIPKID - ESL Teacher

- Encouraged students to participate and interact by creating individual games and activities for each student.
- Wrote, prepared and submitted regular progress reports and lesson summaries.
- Communicated regularly with students and parents to ensure understanding and to personalize lesson plans.
- Increased ESL students' reading levels by integrating online word games and altering lesson plans for students needing extra guidance.

Experience continued

Bailey, CO – 08/2015 - 08/2016

The Resource Exchange - Playgroup Coordinator

- Strengthened community engagement strategies to boost program outreach across rural Colorado.
- Collaborated on strategies to enhance student learning and behavior alongside parents and teaching staff.
- Planned, organized, and implemented lessons, activities, music and field trips for toddler aged children and their caregivers.
- Reached out to individuals and assisted them in obtaining local and government assistance such as WIC, Medicaid, and early childhood development programs.

Denver, CO – 09/2008 - 08/2015

Sleep Works - RPSGT/Sleep Lab Technician And Manager

- Organized outreach to local doctors to find new patients.
- Summarized technical data to assist physicians to diagnose brain, sleep or nervous system disorders.
- Monitored patients during tests using electroencephalographs (EEG), evoked potential (EP) instruments or video recording equipment.
- Calibrated, repaired and maintained test equipment and devices.
- Managed inventory and ordering of laboratory supplies for multiple locations.

Hyrum, UT – 08/2007- 08/2009

Utah Division Of Wildlife Resources - Educator Assistant

- Collaborated with US Fish and Wildlife Services, other local resources and local school districts to provide safe and educational outdoor experiences.
- Purchased materials and developed lesson plans for outdoor education opportunities that correlated with state curriculum standards.
- Built relationships and communicated with local resources to organize community education events and activities.
- Kept inventory and ordered supplies for multiple lesson plans and events.
- Prepared reports and maintained administrative records.

Idaho Division of Vocational Rehabilitation

STATE REHABILITATION COUNCIL APPLICATION FORM

Name: Jami Davis

Mailing Address: [redacted]

Home/Cell Phone: [redacted] Work Phone: [redacted]

E-Mail: [redacted]

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

TO REPRESENT THE STATE INDEPENDENT LIVING COUNCIL AND HELP TO CONTINUALLY IMPROVE THE QUALITY OF VR SERVICES TO IDAHOANS

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

Name: Term Date:

Name: Term Date:

Name: Term Date:

Name: Term Date:

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

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

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

Disability

☒ **Yes** ☐ **No**

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

RETURN TO:

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

Jami Davis

Boise, Idaho
[redacted]

Experience

Jannus Inc ***February 2019 – Present***

Idaho Suicide Prevention Hotline **Backup Hotline Supervisor**

- Supervise volunteer phone responders using clinical decision making skills
- Developed programs to educate and train community leaders and residents on suicide prevention and awareness
- Completed over 60 hours of training on suicide prevention and ASIST training
- Extensive research surrounding disability and suicide risk factors, prevention and postvention

State of Idaho ***November 1999 - Present***

State Independent Living Council **Program Specialist**

- Technical assistance for ABLE (Achieving a Better Life for Everyone) Savings Account
- Community and partner agency outreach for emergency preparedness
- Community and partner agency outreach on COVID-19 vaccine information and clinics
- Built a Statewide Youth Advisory Committee to help youth with disabilities become advocates and leaders in their community
- Implemented a week-long Youth Leadership Forum for youth with disabilities to teach about the political process, education, and vocational training available to them
- Monitor grant budget for compliance programmatically and budgetarily
- Serve as liaison for partner agencies on projects and committees
- Helped facilitate and develop the State Plan for Independent Living in 2012, 2015 and 2018
- Meet with Legislators to educate about disability issues in the State
- Participate in committees and workgroups to help ensure accessibility and fair treatment of individuals with disabilities

Public Employee Retirement System of Idaho **Administrative Assistant and Disability Specialist**

- Served as the only disability specialist for the State of Idaho and managed the disability program from pre-application to applicant service retirement at age 65
- Explained PERSI disability program and initiated disability application for PERSI members
- Liaison between member and Third Party Administrator for disability
- Developed retirement workshops for PERSI members
- Supported PERSI survey program; data entry, tracking, reporting and distribution

Jami Davis

Boise, Idaho
[redacted]

Department of Health & Welfare **AABD Office Specialist**

- Provided high level support functions for the Aid to Aged, Blind and Disabled programs including, reviewing and processing documents, explaining complex laws, policies, procedures, and determining program eligibility criteria
- Performed extensive research and analysis of sensitive issues, including accessing interfaces with outside sources/agencies to independently determine an appropriate course of action
- Used a variety of computer applications to create professional correspondence and reports, enter and retrieve data and maintain records systems

Idaho State School and Hospital - H&W **Disability Technician Lead**

- Supervised 21 employees to ensure a safe environment for clients and staff
- Provided direct care to individuals with disabilities
- Taught and supervised individualized Activities of Daily Living (ADL) and worked with individuals to meet their personal goals
- Advocated on behalf of individuals to transition into the community
- Worked individually with clients on vocational skills that would be needed to be successful in the community

Education

Western New Mexico University, Bachelor of Social Work **2016 – 2018**

- Magna Cum Laude
- President's List

College of Western Idaho **2014 – 2016**

- Liberal Arts classes

SRC Membership Composition

Members Shall Represent	Representation Required	Name	Region	Term	Term Dates	Voting Member	#
Former Applicant or Recipient of VR services	Minimum 1	Mark Reinhardt	Treasure Valley	1st	12/21/2022-12/20/2025	Yes	1
		Stephanie Taylor-Thompson	Eastern Idaho	2nd	8/21/2024 8/22/2027	Yes	2
Parent Training & Information Center	Minimum 1	Vacant					
Client Assistant Program	Minimum 1	Nancy Grant	Treasure Valley	1st	Effective 12/21/2022 No term limit	Yes	3
General VR Counselor	Minimum 1	Vacant	Treasure Valley	1st			
Pre-ETS VR Counselor		Kent Ireton	South Central	1st	12/13/2023 12/12/2026	No	4
Community Rehabilitation Program	Minimum 1	Danielle Larsen	North Idaho	1st	06/12/2024-6/13/2027	Yes	5
Business, Industry and Labor	Minimum 4	Diana Colgrove	North Idaho	1st	12/21/2022-12/20/2025	Yes	6
		Jeff DeForest	Treasure Valley	1st	12/13/2023 12/12/2026	Yes	7
		Lucas Rose	North Idaho	1st	12/13/2023 12/12/2026	Yes	8
		Angie Tuft	Treasure Valley	1st	12/13/2023 12/12/2026	Yes	9
		Vacant					
Disability Groups	No minimum or maximum	Tim Blonsky	Treasure Valley	2nd	8/26/2022-8/25/2027	Yes	10
		Janice Carson	North Idaho	1st	06/12/2024-6/13/2027	No	11
		Dave Maxwell	Treasure Valley	2nd	6/01/2022-5/31/2025	Yes	12
		Vacant			Vacated 08/31/2023		
State Independent Living Council	Minimum 1	Jami Davis	Treasure Valley	1st	10/21/2021-10/20/2024	Yes	13
Department of Education	Minimum 1	Randi Cole	Treasure Valley	2nd	10/18/2023-10/17/2026	No	14
Director of Vocational Rehabilitation	Minimum 1	Judy Taylor	Treasure Valley	No end date		No	15

SRC Membership Composition

Idaho's Native American Tribes	Minimum 1	Vacant		No end date			
Workforce Development Council	Minimum 1	Vacant					

IDAHO DIVISION OF CAREER TECHNICAL EDUCATION (DIVISION)

SUBJECT

Request to Waive the Three-Year Limit on an Interim Limited Occupational Specialist Certification

REFERENCE

August 2017	The Division of Career Technical Education provided information about its first InSpIRE Cohort group during the Divisions annual progress report presentation, including information that some participants will need a one-year certificate extension in order to achieve the minimum of a Standard Occupational Specialist (SOS) Certificate upon renewal.
June 2018	The Board approved a waiver of IDAPA 08.02.02.015.06.b for one year for individuals participating in the first InSpIRE Cohort.
August 2019	Board approved the waiver of IDAPA 08.02.02.015.06.b for one year for J. Young and J. Collier, extending the time to complete LOS requirements.
March 2022	IDAPA 08.02.02 was amended, effectively relocating 08.02.02.015.06.b to 08.02.02.015.04.c.ii.
October 2023	Board approved the waiver of IDAPA 08.02.02.015.04.c.ii for one year for B. Krupp, extending the time to complete LOS requirements.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section VII.C.
Section 33-1204, Idaho Code
Idaho Administrative Code, IDAPA 08.02.02 – Section 015.04.c.ii

BACKGROUND/DISCUSSION

Individuals coming from the private sector into the career technical education (CTE) teaching profession are awarded a Limited Occupational Specialist (LOS) certification for up to three (3) years while they meet the necessary requirements to obtain a Standard Occupational Specialist teaching certification.

Pursuant to IDAPA 08.02.02.015.04.c (numbered IDAPA 08.02.02.015.06.b prior to the March 2022 IDAPA amendments), Limited Occupational Specialist (LOS) Certificates are issued one time for a three-year validity period. It is during this three-year period that successful applicants must complete one of two pathways; pathway I requires the completion of identified coursework; and pathway II requires completion of the Division's cohort training program. At the successful completion of the chosen pathway, the teacher is eligible to be awarded a standard

occupational specialist certificate. The standard certificate is a five-year renewable certificate.

In September 2021, Richard Stimpson, an Idaho educator working in the Minidoka County Joint School District receive a LOS Certificate and endorsed in the following CTE program areas:

- 0119 CTE OS – Agribusiness (6-12)
- 6236 CTE OS – Certified Welding (6-12)

Mr. Stimpson's LOS certificate expired August 31, 2024. Extenuating circumstances prevented Mr. Stimpson from completing all of the requirements associated with the LOS Certificate.

- Mr. Stimpson was hired just after the start of the 2021-2022 school year. Due to availability of instruction, Mr. Stimpson was not able to enter the Division's cohort training program until the end of his first year of teaching.
- Mr. Stimpson scheduled to participate in the cohort training program during Summer 2023, for health reasons, Mr. Stimpson was unable to participate in the program at this time.
- Mr. Stimpson participated in the program during Summer 2024, but was not able to completed all of the program requirements due to the need to pause participation of the program in Summer 2023.

In order to complete the requirements of the LOS and move to the standard occupational certification, Mr. Stimpson will need an extension of the three-year time restriction for the LOS. In order to provide the extension, the Board will need to waive the requirement in IDAPA 08.02.02. Mr. Stimpson is currently enrolled in the cohort program and is on track to complete all of the program requirements by August 31, 2025.

IDAPA 08.02.01.007 allows the Board to consider waiving a section of "any rule not required by state or federal law to any school district upon written request".

IMPACT

Approval of this request would allow Mr. Stimpson to remain certificated and provide the time necessary to complete the cohort training program and completion of the LOS certificate requirements and move to the standard occupation certificate without distribution to the school's program.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the request.

BOARD ACTION

I move to approve the request by the Division of Career Technical Education to waive the three-year limit of the interim certificate in IDAPA 08.02.02.015.04.c.ii for one year for Rick Stimpson.

Moved by_____Seconded by_____Carried Yes No _____

TAB	DESCRIPTION	ACTION
1	**BOARD POLICY III.Z. POSTSECONDARY PROGRAM PLANNING AND DELIVERY – SECOND READING**	Action Item

SUBJECT

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

REFERENCE

Jun/Aug 2003	The Board approved first and second readings of a new Board policy, III.Z. Delivery of Postsecondary Education, to guide planning and delivery of academic programs at the public postsecondary institutions.
Apr/Jun 2011	The Board approved first and second readings of proposed amendments to Board Policy III.Z., adding statewide program responsibilities and service region designations for the universities and Lewis-Clark State College.
Aug/Dec 2013	The Board approved first and second readings of proposed amendments to Board Policy III.Z., updating institutions' statewide responsibilities.
Oct/Dec 2016	The Board approved first and second readings of proposed amendments to Board Policy III.Z., updating institutions' statewide program responsibilities.
Dec 2017/Feb 2018	The Board approved first and second readings of proposed amendments to Board Policy III.Z., changing the planning timeframe from five years to three years.
Jun/Aug 2018	The Board approved first and second readings of proposed amendments to Board Policy III.Z., adding responsibilities for applied baccalaureate degrees to each region.
Jun/Aug 2020	The Board approved first and second readings of proposed amendments to Board Policy III.Z., changing the name of a statewide program listed for the University of Idaho.
Feb/Apr 2021	The Board approved first and second readings of proposed amendments to Board Policy III.Z., adding new definitions for high-demand and joint programs, as well as significant revisions to collaboration requirements.
Oct/Dec 2022	The Board approved first and second readings of proposed amendments to Board Policy III.Z., describing a set of minimum criteria by which the Board will evaluate proposals by the universities to offer new associate degrees and proposals by the community colleges to offer applied baccalaureate degrees.
Aug/Oct 2023	The Board approved first and second readings of Board Policy III.Z., exempting prison education from the policy.

Feb 2024	The Board discussed findings and recommendations from the Policy III.Z. Working Group.
April 2024	The Board received an update on progress toward the charge given at the previous Board meeting and continued discussion about potential revisions to Policy III.Z.
June 2024	The Board conducted a Work Session on Policy III.Z. and provided final guidance to Board staff regarding a proposed revision to be brought to the Board for a First Reading at the August 2024 Regular Board Meeting.
August 2024	The Board approved a First Reading of major revisions to Policy III.Z.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.Z. and Section III.G.
Idaho Code §§ 33-113, 33-123, 33-2101

BACKGROUND/DISCUSSION

Board Policy III.Z Planning and Delivery of Postsecondary Programs and Courses was originally adopted by the Board in August 2003, to "ensure Idaho's public postsecondary institutions meet the educational and workforce needs of the state through academic planning, alignment, collaboration and coordination of programs." The policy aimed to "optimize the delivery of academic programs while allowing the institutions to grow and develop consistent with an appropriate alignment of strengths and sharing of resources." The policy provides a critical framework to support the Board in meeting its constitutional and statutory oversight responsibilities by requiring appropriate levels of planning and accountability of postsecondary educational programming.

Over the past year, a work group of Board members have worked closely with institutional stakeholders and Board staff to develop a major revision of Policy III.Z. The Board approved a first reading of these proposed revisions at the August 2024 Board meeting.

IMPACT

The proposed revisions to Board Policy III.Z. include the following major modifications:

1. Increased Focus on Principles and Decreased Focus on Processes
2. Addition of a Right of First Refusal Process
3. Clarified Expectations for Statewide Program Responsibilities
4. Simplified Language for Service Region Responsibilities

The proposed revisions will clarify the Board's expectations of institutions in their statewide and regional responsibilities. The addition of a process for adding/removing Statewide Programs and new expectations for evaluation of Statewide Programs will ensure greater responsiveness of institutions and the Board to changing economic and workforce dynamics. The addition of a new Right of First Refusal process will provide greater clarity to institutions when they determine there is a need for programs for which they are not designated by the policy. Finally, overall simplification will increase the likelihood of effective policy implementation and compliance on the part of the institutions and Board staff, as well as more effective oversight by the Board.

ATTACHMENTS

Attachment 1 – Board Policy III.Z. Planning and Delivery of Postsecondary Programs – Second Reading - Redline
Attachment 2 – Board Policy III.Z. Planning and Delivery of Postsecondary Programs – Second Reading - Clean

STAFF COMMENTS AND RECOMMENDATIONS

There were no comments or additional proposals received after the first reading of Board Policy III.Z. and no changes to have been made to the policy after the first reading.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy III.Z, Planning and Delivery of Postsecondary Programs and Courses, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
Subsection: Z. Planning and Delivery of Postsecondary Programs ~~and Courses~~
October 2023~~4~~

1. Expectations for Leadership, Planning, and Collaboration

~~The purpose of this policy is to ensure~~ Idaho's public postsecondary institutions are expected to meet the educational and workforce needs of the state through ~~academic~~ planning, alignment of programs ~~and courses (hereinafter referred to collectively as "programs")~~, ~~and~~ collaboration, and coordination. This subsection shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College (~~hereinafter~~ "institutions"). The State Board of Education ("~~the~~ Board") aims to optimize the delivery of ~~academic~~postsecondary programs while allowing institutions to grow and develop consistent with their vision and mission with an appropriate alignment of strengths and sharing of resources.

This policy requires the preparation and submission of ~~academic~~ plans to advise and inform the Board in its ~~planning and~~ coordination of ~~educational~~ postsecondary programs in a manner that adheres to the following principles:

- ~~-~~enhance~~s~~ access to quality programs~~, while concurrently increasing efficiency~~
- adapt~~s~~ to accommodate high priority needs for industry,
- ~~,~~avoid~~sing unnecessary duplication~~wasteful duplication of effort
- foster~~s~~ innovation, and
- maximiz~~es~~ing the cost-effective use of educational resources through coordination between institutions.

As part of this process, the Board hereby identifies ~~and reinforces the responsibilities~~ its expectations of the institutions governed by the Board to deliver Service Region and Statewide Programs. ~~The provisions set forth herein serve as fundamental principles underlying the planning and delivery of programs pursuant to each institution's assigned Statewide and Service Region Program Responsibilities.~~ This~~ese~~ policy also includes provisions ~~also require~~for collaborative and cooperative agreements~~, or memorandums of understanding, between and among the institutions~~ when necessary to advance the Board's vision through planning and delivery of postsecondary programs.~~This policy is applicable to campus-based face-to-face programs, including those that use technology to facilitate and/or supplement a physical~~

~~classroom experience. It also applies to hybrid and blended programs where a substantial portion of the content is delivered on-line and typically has reduced seat time.~~

2. Definitions

a. Designated Institution shall mean an institution with a Statewide Program Responsibility or an institution whose main campus is located in a S~~s~~ervice R~~r~~egion as identified in subsection 4~~2~~.b.i~~i.1) and 2)~~ below~~;~~ and which possesses the first right to offer assigned Statewide P~~p~~rograms in all regions of the state or~~-~~ Service Region Programs within ~~its~~ designated service region(s).

i. Statewide Designated Institutions shall have Statewide Program Responsibility for all assigned Statewide Programs.

~~i.~~ii. ~~With respect to a~~A~~cademic~~Service Region ~~programs,~~ Designated Institutions ~~and Partnering Institutions~~ shall have Service Region Program Responsibility for those regions identified in subsection 4~~2~~.b.i~~i.1)~~.

~~ii.~~iii. With respect to career technical Service Region P~~p~~rograms, Designated Institutions ~~and Partnering Institutions~~ shall include only the College of Southern Idaho, College of Western Idaho, North Idaho College, College of Eastern Idaho, Lewis-Clark State College, and Idaho State University and shall have Service Region Program Responsibility for those regions identified in subsection 4~~2~~.b.i~~i.2)~~.

b. Non-Designated Institution shall mean either:

i. an institution whose main campus is located outside a Designated Institution's S~~s~~ervice R~~r~~egion; or

ii. an institution not assigned a particular Statewide Program.

~~a. A memorandum of understanding (MOU) is an agreement between two or more institutions offering duplicative programs within the same service region that details how such programs will be delivered in a collaborative manner. An MOU is intended to provide specific, practical details that build upon what has been provided in each Institution's Plan.~~

~~a. High-Need Program shall mean a program identified by an institution or the Board as critical to supporting the future growth of a profession.~~

~~a. Joint Program shall mean an educational program jointly developed and delivered concurrently by two or more institutions.~~

~~a. Partnering Institution shall mean either~~

~~vii. an institution whose main campus is located outside of a Designated Institution's identified service region but which, pursuant to an Memorandum of Understanding MOU, offers Regional Programs in the Designated Institution's primary service region, or~~

~~viii. an institution not assigned a Statewide Program Responsibility which, pursuant to an Memorandum of Understanding MOU with the institution assigned the Statewide Program Responsibility, offers and delivers a statewide educational program.~~

~~b.~~c. Service Region Program shall mean a~~n~~ postsecondary~~educational~~ program ~~identified by the Board to be~~ delivered by a Service Region Designated Institution ~~within its respective S~~service ~~R~~region ~~t~~hat meets regional educational and workforce needs.

~~c.~~d. Service Region Program Responsibility shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its ~~primary S~~service ~~R~~region as defined in subsection 4~~2~~.b.i~~i.1) and 2) below~~. ~~Service Region Program Responsibilities are assigned to the Designated Institution in each service region, but may be offered and delivered by Partnering Institutions in accordance with the procedures outlined in this policy.~~

~~d.~~e. Statewide Program shall mean a specific~~n educational~~ postsecondary program ~~identified~~ assigned by the Board to be delivered by a particular institution ~~which~~ to meet~~s~~ statewide educational and workforce needs. ~~Lewis-Clark State College, College of Eastern Idaho, North Idaho College, College of Southern Idaho, and College of Western Idaho do not have Statewide Program Responsibilities.~~

~~e.~~f. Statewide Program Responsibility shall mean the Board's expectation that an institution~~'s responsibility to~~ will offer and deliver all assigned Statewide Program~~s in all regions of the state.~~. ~~Statewide Program Responsibilities~~ are assigned to ~~a specific institution by the Board, taking into account the~~

~~degree to which such program is uniquely provided by the institution~~ the University of Idaho, Idaho State University, and Boise State University as expectations by the Board.

3. Program Planning

a. Institution Plan

Each institution shall, in accordance with a template to be developed by the Board's Executive Director or designee, ~~create and~~ submit to the Board for approval ~~staff~~ a rolling three (3) year ~~academic~~ plan, to be updated annually, that describes all current and proposed programs and services to be offered in alignment with each institution's Statewide and Service Region Program Responsibilities (~~the~~ "Institution Plan"). ~~Institution Plans shall be developed pursuant to a process of collaboration and communication with the other institutions in the state~~.

i. Statewide Programs

Institutions ~~assigned~~ with a Statewide Program Responsibility shall plan for and determine the best means to deliver ~~such~~ each assigned Statewide ~~p~~Program to meet statewide educational and workforce needs. ~~Each institution assigned a Statewide Program Responsibility shall include in its Institution Plan all currently offered and proposed programs necessary to respond to the workforce and educational needs of the state relating to such Statewide Program Responsibilities. Each Institution Plan shall include the following information for proposed Statewide programs~~

If an institution desires to add a Statewide Program to its Statewide Program Responsibility, it shall first indicate this request to the Board through its annual update to its Institution Plan. In such cases, the Institution Plan shall include ~~:~~

~~1. A~~a description of the proposed Statewide Program~~s to be delivered throughout the state~~, ~~and~~ a rationale for how the institution is uniquely positioned to offer the program, an estimate~~the~~ of anticipated resources to be employed, and a ~~.~~

~~2. A description of the Statewide Programs to be offered by a Designated or Partnering Institution.~~justification of the need for the program using relevant workforce and student demand data.

~~3. A summary of the Memoranda of Understanding (MOUs), if any, to be entered into with Partnering Institutions pursuant to Subsection 2.b.iii. below.~~

If an institution desires to remove a Statewide Program from its Statewide Program Responsibility, it shall first indicate this request to the Board through its annual update to its Institution Plan. In such cases, the Institution Plan shall include a justification for removal using relevant workforce and student demand data.

ii. Service Region Programs

It is the responsibility of ~~the~~each Service Region Designated Institution to plan for and determine the best means to deliver Service Region Programs that respond to the educational and workforce needs of ~~its~~the Sservice Rregion. ~~If, in the course of developing or updating its Institution Plan, the Designated Institution identifies a need for the delivery of a program within its service region, and the Designated Institution is unable to provide the program, then the Designated Institution shall coordinate with a Partnering Institution (including institutions with Statewide Program Responsibilities if applicable) located outside of the service region to deliver the program in the service region.~~

~~The Institution Plan developed by a Designated Institution shall include the following:~~

~~3. A description of the proposed academic programs to be delivered in the service region, or outside of the service region, by the Designated Institution and the anticipated resources to be employed.~~

~~4. A description of proposed programs to be offered in the service region by Partnering Institutions, including any anticipated transition of programs to the Designated Institution.~~

~~5. A description of proposed Statewide Programs to be offered in the service region by an institution with Statewide Program Responsibilities, or by the Designated Institution in coordination with the institution holding the Statewide Program Responsibility.~~

~~6. A summary of proposed MOU's, if any, to be entered into between the Designated Institution and any Partnering Institutions in accordance with Subsection 2.b.iii. below.~~

~~7. A summary of collaborative programs created to meet areas designated as high-need.~~

iii. Timeline and Process for Annual Updates to Institution Plans ~~Updates~~

Institution Plans shall be updated and submitted to the Board ~~staff~~ annually ~~as follows~~following a timeline and process established by the Executive Director or designee. This timeline and process shall optimize collaboration among the institutions, ensure efficient use of resources, foster innovation, and avoid wasteful duplication effort.~~:~~

~~2. Preliminary Institution Plans shall be developed according to a template provided by the Board's Executive Director or designee and submitted to the Council for Academic Affairs and Programs (CAAP) for review, discussion and coordination annually in April.~~

~~3. Following review by CAAP, Institution Plans shall be submitted to Board staff. Upon submission of the Institution Plans to Board staff, the Board's Executive Director or designee shall review the Institution Plans for the purpose of optimizing collaboration and coordination among institutions, ensuring efficient use of resources, and avoiding unnecessary duplication of programs.~~

~~4. In the event the Board's Executive Director or designee recommends material changes, he/she shall work with the institutions and then submit those recommendations to CAAP for discussion prior to submission to the Board for inclusion in the Three-Year Plan.~~

~~5. The Board's Executive Director or designee shall then provide their recommendations to the Board for enhancements, if any, to the Institution Plans at a subsequent Board meeting. The Board shall approve the Institution Plans annually through the Three-Year Plan submitted by Board staff. Board approval of Institution Plans acts as a roadmap for institutional planning and does not constitute Board approval of a program. Institutions are still required to follow the standard program approval process as~~

~~identified in Board Policy Section III.G to gain program approval.~~

b. Three-Year Plan

The Board staff shall, using the Institution Plans submitted, create and maintain a rolling three (3) year ~~academic~~ plan (Three-Year Plan) which includes all current and proposed ~~institution~~ programs from all eight public postsecondary institutions. The Three-Year Plan shall be submitted to the Board for review and approval ~~ed by the Board~~ annually. ~~at its August Board meeting~~.

Board approval of the Three-Year Plan shall not constitute Board approval of any specific proposed programs or program modifications listed or described in the Three-Year Plan. Institutions shall follow the standard program approval process as provided in Board Policy III.G. for all program requests. No requests for legislative appropriation to support postsecondary programs shall be made for programs unless they are included on the current approved Three-Year Plan.

4. Delivery of Programs

a. Statewide Program Delivery

The Board has established ~~s~~Statewide ~~p~~Program ~~r~~Responsibilities for the University of Idaho, Boise State University, and Idaho State University. Each of these institutions is designated to ~~must assess the need for, and when determined by the assessment, ensure the statewide~~ ensure delivery of all Statewide ~~educational p~~Programs assigned to it by the Board. Institutions with Statewide Program Responsibilities shall deliver assigned Statewide Programs face-to-face when possible, or online when necessary, to meet the needs of all Idahoans. ~~A statewide program list consisting of statewide program responsibilities shall be updated by the Board every two years in accordance with a schedule developed by the Executive Director or designee. The program~~A list of Statewide Program assignments will be contained in the Board approved ~~t~~Three-~~y~~Year ~~p~~Plan document ~~and maintained by Board staff~~and made available to the public on the Board's website.

i. ~~High Demand Programs~~ Evaluation of Statewide Programs

Each Statewide Designated Institution with a Statewide Program Responsibility shall evaluate its assigned Statewide Program list every two years using relevant workforce and student demand data. The evaluation shall be conducted according to a timeline, principles, and process established by the Executive Director or designee. Results of the evaluation shall be included in the subsequent update to the Three-Year Plan.

ii. Expectations

Each Statewide Designated Institution is expected and has the right to offer the Statewide Programs assigned to it by the Board in all regions of the state. A Statewide Designated Institution need not establish an MOU with any Non-Designated Institution before offering the Statewide Program in any region of the state.

If a Non-Designated Institution identifies a need not being met for a Statewide Program to be offered in its Sservice Rregion(s), it shall request the Statewide Designated Institution expand the Statewide Program to the identified sService rRegion(s).

~~b.~~

~~The Board recognizes that the need for high-demand, high-need programs may require joint delivery by multiple institutions statewide. These high-demand programs must be delivered through collaboration between institutions in order to preserve rural and statewide access. Service region restrictions and primary institution first rights to offer a program do not apply to Board identified high-demand programs. Criteria for statewide program high-demand designation includes, but is not limited to:~~

- ~~Idaho Department of Labor data,~~
- ~~Idaho industry demand as demonstrated by unfilled positions and industry data,~~
- ~~Demonstrated Idaho state needs for programs supporting underserved populations, and~~
- ~~Requested by the Board.~~

~~An institution wishing to offer a high-demand program that does not have statewide responsibility in the program area must meet the criteria above,~~

~~have a signed MOU with the Institution with the Statewide Program Responsibility, and the approval of the Board's Executive Director or designee. At that point, the Partnering Institution shall include the program in its Institution Plan. If the Board determines that an emergency need exists for a program that the Institution with Statewide Program Responsibility cannot meet, then upon Board approval the two Institutions shall enter into an MOU for the delivery of such program.~~

~~i.~~b. Service Region Program Delivery

The Board has established six geographic S~~s~~ervice R~~r~~egions for the institutions aligned to the six geographic boundaries of the community college districts identified in Section 33-2101, Idaho Code. ~~based on the six geographic areas identified~~ Academic Service Regions are established by the Board and ~~aligned to the six geographic areas identified in Section 33-2101, Idaho Code~~. Career Technical Service Regions are established based on the six junior college areas established in Section 33-2101, Idaho Code. A Service Region Designated Institution shall ~~have the Service Region Program Responsibility to~~ be responsible for assessing and ensuring~~e~~ the delivery of all ~~educational~~ postsecondary programs and services necessary to meet the educational and workforce needs within its assigned service region.

i. ~~Academic~~ Geographic Service Regions

Region I shall include the geographic area within Area No.1 under Section 33-2101, Idaho Code. Lewis-Clark State College, the University of Idaho, and North Idaho College are the Service Region Designated Institutions ~~serving~~ providing undergraduate programs~~needs~~. The University of Idaho and Lewis-Clark State College ~~is~~are the Service Region Designated Institutions ~~serving the~~ providing graduate ~~education needs~~ programs within Region I. Lewis-Clark State College~~,~~ and North Idaho College are the Designated Institutions serving applied baccalaureate degree needs. North Idaho College is the Designated Institution providing career technical programs within Region I.

Region II shall include the geographic area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College and the University of Idaho are the Service Region Designated Institutions ~~serving~~providing undergraduate and graduate ~~needs~~ programs within Region II. ~~The University of Idaho is the Designated Institution serving the graduate education needs.~~ Lewis-Clark State

College is the Designated Institution providing applied baccalaureate and career technical programs within Region II.

Region III shall include the geographic area within Area No.3 under Section 33-2101, Idaho Code. Boise State University and College of Western Idaho are the Service Region Designated Institutions ~~serving~~ providing undergraduate and applied baccalaureate programs~~needs~~ within Region III. Boise State University is the Service Region Designated Institution providing~~serving~~ graduate education programs within Region III.~~needs. Boise State University and College of Western Idaho are the Designated Institutions serving applied baccalaureate degree needs~~. College of Western Idaho is the Designated Institution providing career technical programs within Region III.

Region IV shall include the geographic area within Area No.4 under Section 33-2101, Idaho Code. Idaho State University and College of Southern Idaho are the Service Region Designated Institutions ~~serving~~ providing undergraduate and applied baccalaureate programs ~~needs~~ within Region IV. Idaho State University is the Service Region Designated Institution ~~serving the~~ providing graduate education programs~~needs~~ within Region IV, with the exception that Boise State University will provide~~meet~~ undergraduate and graduate ~~business~~ programs in Business ~~needs~~. ~~Idaho State University and College of Southern Idaho are the Designated Institutions serving applied baccalaureate degree needs.~~ College of Southern Idaho is the Designated Institution providing career technical programs within Region IV.

Region V shall include the geographic area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Service Region Designated Institution ~~serving~~ providing undergraduate, applied baccalaureate, and graduate ~~education needs~~programs within Region V. Idaho State University is the Designated Institution providing career technical programs within Region V.

Region VI shall include the geographic area within Area No.6 under Section 33-2101, Idaho Code. Idaho State University and College of Eastern Idaho are the Service Region Designated Institutions providing~~serving~~ undergraduate and applied baccalaureate programs~~education needs~~ within Region VI. Idaho State University is the Service Region Designated Institution providing~~serving the~~ graduate ~~education needs~~programs in Region VI.~~ Idaho State University and College of Eastern Idaho are the Designated~~

~~Institutions serving applied baccalaureate degree needs.~~ College of Eastern Idaho is the Designated Institution providing career technical programs within Region VI.

~~ii. Career Technical Service Regions~~

~~Postsecondary career technical education is delivered by six (6) institutions, each having responsibility for serving one of the six geographic areas identified in Section 33-2101.~~

~~Region I shall include the area within Area No.1 under Section 33-2101, Idaho Code. North Idaho College is the Designated Institution.~~

~~Region II shall include the area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College is the Designated Institution.~~

~~Region III shall include the area within Area No.3 under Section 33-2101, Idaho Code. College of Western Idaho is the Designated Institution~~

~~Region IV shall include the area within Area No.4 under Section 33-2101, Idaho Code. College of Southern Idaho is the Designated Institution.~~

~~Region V shall include the area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Designated Institution.~~

~~Region VI shall include the area within Area No.6 under Section 33-2101, Idaho Code. College of Eastern Idaho is the Designated Institution.~~

~~x.~~c. ~~Program Offerings by Partnering Institutions~~ Right of First Refusal

If an institution desires to offer a program for which it is not designated in this policy, it shall notify the Board Office via a Letter of Interest. The Letter of Interest shall include a rationale for the request, a program description, an assessment of workforce and student demand, and an assessment of institutional capacity to offer the program.

The Board Office shall then transmit the Letter of Interest to the Designated Institution, which shall respond in one of three ways:

i. Agree with the Non-Designated Institution to offer the program collaboratively, and submit a signed MOU to the Board Office within three (3) months of receiving the Letter of Interest, OR

ii. In the case of a Statewide Program, determine to expand the Statewide Program into the Non-Designated Institution's region(s) without collaboration. Within one (1) month of receiving the Letter of Interest, the Statewide Designated Institution shall submit a Letter of Intent to the Board Office and, within three (3) months, submit either a Letter of Notification per Policy III.G. that the Statewide Program has been expanded to the Non-Designated Institution's service region(s) or a Plan of Action with specific timelines for expanding the program expediently, OR

iii. Refute the need for new program to be offered by the Non-Designated Institution and request the Board settle the dispute by submitting a Letter of Dispute to the Board Office within one (1) month of receiving the Letter of Interest. Letters of Dispute will be presented to the Board for resolution at the next regular Board meeting.

The Non-Designated Institution may submit a proposal per Policy III.G. if the affected Designated Institution takes no action within three (3) months of receiving the Letter of Interest or does not meet the deadlines for the specified actions above.

~~If a Partnering Institution (other than an institution with Statewide Program Responsibilities) identifies a Service Region Program not identified, or anticipated to be identified, in a Designated Institution's Plan, and the Partnering Institution wishes to offer such program in the Designated Institution's service region, then the Partnering Institution may communicate with the Designated Institution for the purpose of allowing the Partnering Institution to deliver such program in the service region and to include the program in the Designated Institution's Plan. In order to include the program in the Designated Institution's Plan, the Partnering Institution must demonstrate the need within the service region for delivery of the program, as determined by the Board (or by the Administrator of the Division of Career Technical Education in the case of career technical level programs). In order to demonstrate the need for the delivery of a program in a service region, the Partnering Institution shall complete and submit to the Chief Academic Officer of the Designated Institution, to CAAP and to~~

Board staff, in accordance with a schedule to be developed by the Board's Executive Director or designee, the following:

1. A study of business and workforce trends in the service region indicating anticipated, ongoing demand for the educational program to be provided

2. A survey of potential students evidencing demand by prospective students and attendance sufficient to justify the short-term and long- term costs of delivery of such program.

3. A complete description of the program requested to be delivered, including a plan for the delivery of the program, a timeline for delivery of the program, the anticipated costs of delivery, the resources and support required for delivery (including facilities needs and costs), and program syllabuses.

j. Associate Degrees at Universities and Baccalaureate Degrees at Community Colleges

When a university proposes to offer an associate degree or a community college proposes to offer a baccalaureate degree, the Board will evaluate the proposed degree using at least the following criteria:

i. Demand

Proposed offerings must be to meet an urgent, local need based on where students who complete the offering will be employed rather than on where the students reside. The demand for the proposed offering needs to be clear, urgent, and compelling, as evidenced through data and industry input. Commitments of practical support (e.g. funding, internships, etc.) from industry stakeholders constitutes evidence of demand.

ii. Specialization

The proposed offering must be based on the unique capability at the institution, founded on specialized instructional expertise and any infrastructure necessary for program delivery.

iii. Non-Competitiveness

The proposed offering must be non-competitive with other institutions' offerings within the identified service area (whether regional or statewide) and supported by other institutions within the service area. The Executive Director or designee may request written commitments from the presidents of other institutions within the service area expressing conceptual and, if

~~necessary, practical support for the proposed program.~~

~~iv. Collaboration~~

~~Alternative approaches to meeting the identified demand addressed by the proposed offering should be fully considered, including potential collaboration with other institutions. High-demand programs must be offered through inter-institutional collaboration as described in this policy.~~

~~v. Resources~~

~~The institution must have sufficient resources to develop and deliver the proposed offering.~~

~~These criteria do not apply to Associate Degrees in General Studies currently offered or proposed to be offered by the universities.~~

~~k. Memoranda of Understanding~~

~~The Board encourages and fosters orderly and productive collaboration between Idaho's public institutions. Memoranda of Understanding can support such collaboration.~~

~~Institutions proposing to offer a joint program shall develop an MOU to identify the specific roles of each participating institution; the student-related processes associated with delivery of the program; and a timeline for review.~~

~~When an institution desires to offer a program already being offered by another institution in the latter institution's service region, an MOU shall be developed between the institutions to offer the program.~~

~~If a Designated Institution has identified a workforce or educational need for the delivery of a program within its service region and is unable to provide the program, the Designated Institution may collaborate with a Partnering Institution to offer the program. An MOU will not be required for review or approval prior to implementation in this case. Institutions are required to follow the standard program approval processes as identified in Board Policy III.G to obtain program approval.~~

~~An institution with Statewide Program Responsibility need not enter into an MOU with any other institutions before offering the statewide program in service regions outside the service region of the institution with Statewide Program Responsibility. If an institution desires to offer a program for which another institution has Statewide Program Responsibility, the institution that does not have Statewide Program Responsibility shall be required to enter into an MOU with the institution that has Statewide Program Responsibility for that program.~~

~~When an institution with Statewide Program Responsibility or Service Region Program Responsibility desires to offer a program within a service region where such program is currently being offered by another institution, the institutions shall enter into a transition MOU that includes an admissions plan between the institutions providing for continuity in student enrollment during the transition period.~~

~~Idaho public postsecondary institutions may enter into MOUs with out-of-state postsecondary institutions or private postsecondary institutions to offer programs. Such MOUs do not require notification or approval by the Board but shall be shared with the Council on Academic Affairs and Programs. While the Board does not prohibit MOUs with out-of-state postsecondary institutions, agreements with in-state public institutions are preferred.~~

~~Articulation agreements between any postsecondary institutions for the purposes of facilitating course or program transfer do not require approval by the Board. Such agreements shall be managed and tracked by the institutions and shall be reported to the Board on an annual basis as part of the three-year planning process. All articulation agreements must be in compliance with Section 33-3729, Idaho Code, and Board Policy III.V.~~

~~All MOUs shall be submitted in conjunction with related program proposals following the standard program approval processes as identified in Board Policy III.G.~~

5. Collaboration with Institutions Not Governed by the Board

New programmatic collaborations with institutions not governed by the Board shall be shared with the Board Office prior to commencement of the collaboration.

~~. Facilities~~

~~For programs offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) within a municipal or metropolitan area that encompasses the campus of a Designated Institution, the Partnering Institution's programs offerings shall be conducted in facilities located on the campus of the Designated Institution to the extent the Designated Institution is able to provide adequate and appropriate property or facilities (taking into account financial resources and programmatic considerations), or in facilities immediately adjacent to the campus of the Designated Institution. Renting or building additional facilities shall be allowed only upon Board approval, based on the following:~~

~~.The educational and workforce needs of the local community demand a separate facility at a location other than the campus of the Designated Institution or adjacent thereto as demonstrated in a manner similar to that set forth in Subsection 2.b.ii.1) above, and~~

~~.The use or development of such facilities are not inconsistent with the Designated Institution's Plan.~~

~~Facilities rented or built by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) on, or immediately adjacent to, the "main" campus of a Designated Institution may be identified (by name) as a facility of the Partnering Institution, or, if the facility is rented or built jointly by such institutions, as the joint facility of the Partnering Institution and the Designated Institution. Otherwise, facilities utilized and programs offered by one or more Partnering Institutions within a service region shall be designated as "University Place at (name of municipality)."~~

~~For programs offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) within a municipality or metropolitan area encompassing a campus of a Designated Institution, to the extent programmatically possible, auxiliary services (including, but not limited to, bookstore, conference and other auxiliary enterprise services) and student services (including, but not limited to, library, information technology, and other auxiliary student services) shall be provided by the Designated Institution. To the extent programmatically appropriate, registration services shall also be provided by the Designated Institution. It is the goal of the Board that a uniform system of registration ultimately be developed for all institutions governed by the Board. The Designated Institution shall offer these services to students who are enrolled in programs offered by the Partnering Institution in the same manner, or at an increased level of service, where appropriate, as such services are offered to the Designated Institution's students. An MOU between the Designated Institution and the Partnering Institution shall outline how costs for these services will be allocated.~~

~~. Duplication of Courses~~

~~If courses necessary to complete a Statewide Program are offered by the Designated Institution, they shall be used and articulated into the Statewide Program.~~

~~. Discontinuance of Programs~~

~~Unless otherwise agreed between the applicable institutions pursuant to an MOU, if, for any reason, (i) a Designated Institution offering programs in its service region that supports a Statewide Program of another institution, (ii) a Partnering Institution offering programs in the service region of a Designated Institution, or (iii) an institution holding a Statewide Program Responsibility offering Statewide Programs in the service region of a Designated Institution, wishes to discontinue offering such program(s), it shall use its best efforts to provide the institution with Statewide or Service Region Program Responsibility, as appropriate, at least one (1) year's written notice of withdrawal, and shall also submit the same written notice to the Board and to oversight and advisory councils. In such case, the institution with Statewide or Service Region Program Responsibilities shall carefully evaluate the workforce need associated with such program and determine whether it is appropriate to provide such program. In no event will the institution responsible for the delivery of a Statewide or Service Region Program be required to offer such program (except as otherwise provided herein above).~~

~~15. Existing Programs~~

~~Programs being offered by a Partnering Institution (whether an institution with Statewide Program Responsibilities, or otherwise) in a service region prior to July 1, 2003, may continue to be offered pursuant to an MOU between the Designated Institution and the Partnering Institution, subject to the transition and notice periods and requirements set forth above.~~

~~17. Oversight and Advisory Councils~~

~~The Board acknowledges and supports the role of oversight and advisory councils to assist in coordinating, on an ongoing basis, the operational aspects of delivering programs among multiple institutions in a service region, including necessary resources and support and facility services, and the role of such councils in interacting and coordinating with local and regional advisory committees to address and communicate educational needs indicated by such committees. Such interactions and coordination, however, are subject to the terms of the MOU's entered into between the institutions and the policies set forth herein.~~

~~19.~~6. Duplication of Courses

If courses necessary to complete a Statewide Program are offered by the Service Region Designated Institution, they shall be used and articulated into the Statewide Program.

~~20.~~7. Dispute Resolution~~s~~

All disputes relating to items addressed in this policy shall be forwarded to the Board's Executive Director or designee for review. The Board's Executive Director or designee shall prescribe the method for resolution, except where this policy expressly prescribes resolution by the full Board. ~~The Board's Executive Director or designee may forward disputes to CAAP and, if necessary, make recommendations regarding resolution to the Board.~~ Institutions may appeal any decision made by the Executive Director or designee to the Board, in which case ~~T~~the Board will serve as the final arbiter. ~~of all disputes~~.

~~21.~~8. Exceptions

a. This policy is not applicable to programs for which 90% or more of all activity is required or completed online.

~~;~~

~~a.~~b. This policy is not applicable to~~or~~ dual credit courses for secondary education.

~~b.~~c. This policy is not applicable to face-to-face academic undergraduate and graduate education offered within adult correctional facilities under the jurisdiction of the Idaho Department of Correction.

~~c.~~d. This policy is not applicable ~~also does not apply~~ to ~~courses and~~ programs specifically contracted to be offered exclusively to a private, corporate entity. New programmatic collaborations offered exclusively to a private, corporate entity shall be shared with the Board Office prior to commencement of the collaboration. ~~However, in the event that an institution plans to contract with a private corporate entity (other than private entities in the business of providing educational programs and course) outside of their Service Region, the contracting institution shall notify the Designated Institutions in the Service Region and institutions with Statewide Program Responsibilities, as appropriate. If the corporate entity is located in a municipality that encompasses the campus of a Designated Institution, the Board encourages the contracting institution to include and draw upon the resources of the Designated Institution insomuch as is possible.~~

ATTACHMENT 2

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
Subsection: Z. Planning and Delivery of Postsecondary Programs

October 2024

1. Expectations for Leadership, Planning, and Collaboration

   Idaho's public postsecondary institutions are expected to meet the educational and workforce needs of the state through planning, alignment of programs, collaboration, and coordination. This subsection shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College ("institutions"). The State Board of Education ("Board") aims to optimize the delivery of postsecondary programs while allowing institutions to grow and develop consistent with their vision and mission with an appropriate alignment of strengths and sharing of resources.

   This policy requires the preparation and submission of plans to advise and inform the Board in its coordination of postsecondary programs in a manner that adheres to the following principles:

   - enhance access to quality programs
   - adapt to accommodate high priority needs for industry,
   - avoid wasteful duplication of effort
   - foster innovation, and
   - maximize the cost-effective use of educational resources through coordination between institutions.

   As part of this process, the Board hereby identifies its expectations of the institutions governed by the Board to deliver Service Region and Statewide Programs. This policy also includes provisions for collaborative and cooperative agreements when necessary to advance the Board's vision through planning and delivery of postsecondary programs

2. Definitions

   a. Designated Institution shall mean an institution with a Statewide Program Responsibility or an institution whose main campus is located in a Service Region as identified in subsection 4.b.i below and which possesses the first right to offer assigned Statewide Programs in all regions of the state or Service Region Programs within designated service region(s).

i. Statewide Designated Institutions shall have Statewide Program Responsibility for all assigned Statewide Programs.

ii. Service Region Designated Institutions shall have Service Region Program Responsibility for those regions identified in subsection 4.b.i.

iii. With respect to career technical Service Region Programs, Designated Institutions shall include only the College of Southern Idaho, College of Western Idaho, North Idaho College, College of Eastern Idaho, Lewis-Clark State College, and Idaho State University and shall have Service Region Program Responsibility for those regions identified in subsection 4.b.i.

b. Non-Designated Institution shall mean either:

i. an institution whose main campus is located outside a Designated Institution's Service Region; or

ii. an institution not assigned a particular Statewide Program.

c. Service Region Program shall mean a postsecondary program delivered by a Service Region Designated Institution that meets regional educational and workforce needs.

d. Service Region Program Responsibility shall mean an institution's responsibility to offer and deliver a Service Region Program to meet regional educational and workforce needs in its Service Region as defined in subsection 4.b.i .

e. Statewide Program shall mean a specific postsecondary program assigned by the Board to be delivered by a particular institution to meet statewide educational and workforce needs.

f. Statewide Program Responsibility shall mean the Board's expectation that an institution will offer and deliver all assigned Statewide Programs. Statewide Program Responsibilities are assigned to the University of Idaho, Idaho State University, and Boise State University as expectations by the Board.

3. Program Planning

a. Institution Plan

Each institution shall, in accordance with a template to be developed by the Board's Executive Director or designee, submit to the Board for approval a rolling three (3) year plan, to be updated annually, that describes all current and proposed programs and services to be offered in alignment with each institution's Statewide and Service Region Program Responsibilities ("Institution Plan").

i. Statewide Programs

Institutions with a Statewide Program Responsibility shall plan for and determine the best means to deliver each assigned Statewide Program to meet statewide educational and workforce needs.

If an institution desires to add a Statewide Program to its Statewide Program Responsibility, it shall first indicate this request to the Board through its annual update to its Institution Plan. In such cases, the Institution Plan shall include a description of the proposed Statewide Program, a rationale for how the institution is uniquely positioned to offer the program, an estimate of anticipated resources to be employed, and a justification of the need for the program using relevant workforce and student demand data.

If an institution desires to remove a Statewide Program from its Statewide Program Responsibility, it shall first indicate this request to the Board through its annual update to its Institution Plan. In such cases, the Institution Plan shall include a justification for removal using relevant workforce and student demand data.

ii. Service Region Programs

It is the responsibility of each Service Region Designated Institution to plan for and determine the best means to deliver Service Region Programs that respond to the educational and workforce needs of the Service Region.

iii. Timeline and Process for Annual Updates to Institution Plans

Institution Plans shall be updated and submitted to the Board annually following a timeline and process established by the Executive Director or designee. This timeline and process shall optimize collaboration among the institutions, ensure efficient use of resources, foster innovation, and avoid wasteful duplication effort.

b. Three-Year Plan

The Board staff shall, using the Institution Plans submitted, create and maintain a rolling three (3) year plan (Three-Year Plan) which includes all current and proposed programs from all eight public postsecondary institutions. The Three-Year Plan shall be submitted to the Board for review and approval annually.

Board approval of the Three-Year Plan shall not constitute Board approval of any specific proposed programs or program modifications listed or described in the Three-Year Plan. Institutions shall follow the standard program approval process as provided in Board Policy III.G. for all program requests. No requests for legislative appropriation to support postsecondary programs shall be made for programs unless they are included on the current approved Three-Year Plan.

4. Delivery of Programs

a. Statewide Program Delivery

The Board has established Statewide Program Responsibilities for the University of Idaho, Boise State University, and Idaho State University. Each of these institutions is designated to ensure delivery of all Statewide Programs assigned to it by the Board. Institutions with Statewide Program Responsibilities shall deliver assigned Statewide Programs face-to-face when possible, or online when necessary, to meet the needs of all Idahoans. A list of Statewide Program assignments will be contained in the Board approved Three-Year Plan document and made available to the public on the Board's website.

i. Evaluation of Statewide Programs

Each Statewide Designated Institution with a Statewide Program Responsibility shall evaluate its assigned Statewide Program list every two years using relevant workforce and student demand data. The evaluation shall be conducted according to a timeline, principles, and process established by the Executive Director or designee. Results of the evaluation shall be included in the subsequent update to the Three-Year Plan.

ii. Expectations

Each Statewide Designated Institution is expected and has the right

to offer the Statewide Programs assigned to it by the Board in all regions of the state. A Statewide Designated Institution need not establish an MOU with any Non-Designated Institution before offering the Statewide Program in any region of the state.

If a Non-Designated Institution identifies a need not being met for a Statewide Program to be offered in its Service Region(s), it shall request the Statewide Designated Institution expand the Statewide Program to the identified Service Region.

b. Service Region Program Delivery

The Board has established six geographic Service Regions for the institutions aligned to the six geographic boundaries of the community college districts identified in Section 33-2101, Idaho Code. Academic Service Regions are established by the Board and. Career Technical Service Regions are established based on the six junior college areas established in Section 33-2101, Idaho Code. A Service Region Designated Institution shall be responsible for assessing and ensuring the delivery of all postsecondary programs and services necessary to meet the educational and workforce needs within its assigned service region.

i. Geographic Service Regions

Region I shall include the geographic area within Area No.1 under Section 33-2101, Idaho Code. Lewis-Clark State College, the University of Idaho, and North Idaho College are the Service Region Designated Institutions providing undergraduate programs. The University of Idaho and Lewis-Clark State College are the Service Region Designated Institutions providing graduate programs within Region I. Lewis-Clark State College and North Idaho College are the Designated Institutions serving applied baccalaureate degree needs. North Idaho College is the Designated Institution providing career technical programs within Region I.

Region II shall include the geographic area within Area No.2 under Section 33-2101, Idaho Code. Lewis-Clark State College and the University of Idaho are the Service Region Designated Institutions providing undergraduate and graduate programs within Region II. Lewis-Clark State College is the Designated Institution providing applied baccalaureate and career technical programs within Region II.

Region III shall include the geographic area within Area No.3 under Section 33-2101, Idaho Code. Boise State University and College of Western Idaho are the Service Region Designated Institutions providing undergraduate and applied baccalaureate programs within Region III. Boise State University is the Service Region Designated Institution providing graduate education programs within Region III.. College of Western Idaho is the Designated Institution providing career technical programs within Region III.

Region IV shall include the geographic area within Area No.4 under Section 33-2101, Idaho Code. Idaho State University and College of Southern Idaho are the Service Region Designated Institutions providing undergraduate and applied baccalaureate programs within Region IV. Idaho State University is the Service Region Designated Institution providing graduate education programs within Region IV, with the exception that Boise State University will provide undergraduate and graduate programs in Business. College of Southern Idaho is the Designated Institution providing career technical programs within Region IV.

Region V shall include the geographic area within Area No.5 under Section 33-2101, Idaho Code. Idaho State University is the Service Region Designated Institution providing undergraduate, applied baccalaureate, and graduate programs within Region V. Idaho State University is the Designated Institution providing career technical programs within Region V.

Region VI shall include the geographic area within Area No.6 under Section 33-2101, Idaho Code. Idaho State University and College of Eastern Idaho are the Service Region Designated Institutions providing undergraduate and applied baccalaureate programs within Region VI. Idaho State University is the Service Region Designated Institution providing graduate programs in Region VI. College of Eastern Idaho is the Designated Institution providing career technical programs within Region VI.

c. Right of First Refusal

If an institution desires to offer a program for which it is not designated in this policy, it shall notify the Board Office via a Letter of Interest. The Letter of Interest shall include a rationale for the request, a program description, an assessment of workforce and student demand, and an assessment of institutional capacity to offer the program.

The Board Office shall then transmit the Letter of Interest to the Designated Institution, which shall respond in one of three ways:

i. Agree with the Non-Designated Institution to offer the program collaboratively, and submit a signed MOU to the Board Office within three (3) months of receiving the Letter of Interest, OR
ii. In the case of a Statewide Program, determine to expand the Statewide Program into the Non-Designated Institution's region(s) without collaboration. Within one (1) month of receiving the Letter of Interest, the Statewide Designated Institution shall submit a Letter of Intent to the Board Office and, within three (3) months, submit either a Letter of Notification per Policy III.G. that the Statewide Program has been expanded to the Non-Designated Institution's service region(s) or a Plan of Action with specific timelines for expanding the program expediently, OR
iii. Refute the need for new program to be offered by the Non-Designated Institution and request the Board settle the dispute by submitting a Letter of Dispute to the Board Office within one (1) month of receiving the Letter of Interest. Letters of Dispute will be presented to the Board for resolution at the next regular Board meeting.

The Non-Designated Institution may submit a proposal per Policy III.G. if the affected Designated Institution takes no action within three (3) months of receiving the Letter of Interest or does not meet the deadlines for the specified actions above.

5. Collaboration with Institutions Not Governed by the Board

   New programmatic collaborations with institutions not governed by the Board shall be shared with the Board Office prior to commencement of the collaboration.

6. Duplication of Courses

   If courses necessary to complete a Statewide Program are offered by the Service Region Designated Institution, they shall be used and articulated into the Statewide Program.

7. Dispute Resolution

All disputes relating to items addressed in this policy shall be forwarded to the Board's Executive Director or designee for review. The Board's Executive Director or designee shall prescribe the method for resolution, except where this policy expressly prescribes resolution by the full Board. Institutions may appeal any decision made by the Executive Director or designee to the Board, in which case the Board will serve as the final arbiter.

8. Exceptions
    a. This policy is not applicable to programs for which 90% or more of all activity is required or completed online.

    b. This policy is not applicable to dual credit courses for secondary education.

    c. This policy is not applicable to face-to-face academic undergraduate and graduate education offered within adult correctional facilities under the jurisdiction of the Idaho Department of Correction.

    d. This policy is not applicable to programs specifically contracted to be offered exclusively to a private, corporate entity. New programmatic collaborations offered exclusively to a private, corporate entity shall be shared with the Board Office prior to commencement of the collaboration.

TAB	DESCRIPTION	ACTION
1	BOARD POLICY V.Q - FEE RESIDENCY FOR TUITION PURPOSES - SECOND READING	Action Item
2	BOARD POLICY V.T - FEE WAIVERS - SECOND READING	Action Item
3	NEW BOARD POLICY V.Y. - FISCAL MISCONDUCT - SECOND READING	Action Item
4	BOISE STATE UNIVERSITY - REIMBURSEMENT RESOLUTION, NORTH END ZONE EXPANSION	Action Item
5	BOISE STATE UNIVERSITY - AMENDMENT TO LEARFIELD MULTI-MEDIA RIGHTS AGREEMENT	Action Item

SUBJECT

Board Policy V.Q. – Residency for Tuition Purposes – Second Reading

REFERENCE

August 2002	Board adopts Board Policy V.Q. Deposits and Miscellaneous Receipts Accounts.
December 2010	Board approved first reading of proposed amendments to Board policy V.Q.
February 2011	Board approved second reading of proposed amendments to Board policy V.Q.
February 2015	Board approved first reading of proposed Amendments to policy V.Q regarding actions to establish the Retirement Plan Committee to provide financial market expertise as it relates to evaluating portfolio performance, reviewing vendor fees, and other fiduciary matters.
April 2015	Board approved second reading of Board policy V.Q.
June 2019	Board approved the first reading of proposed new Board policy V.Q., to re-establish existing requirements for evaluating student domiciles when determining student residency for tuition purposes.
August 2019	Board approved second reading of proposed new Board policy V.Q.
August 2024	Board approved first reading of proposed amendments to Board policy V.Q., to align with the new Federal amendment that extended coverage to members of the U.S. Foreign Service, effective on the first period of enrollment after July 1, 2024.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.Q.
Section 6206 of Public Law No: 117-81 (12/27/2021)
Section 103 of the Foreign Service Act of 1980 (22 U.S.C. 3903).

BACKGROUND / DISCUSSION

On December 27, 2021, Congress amended Public Law 117-81. This long-standing federal law requires states to extend in-state tuition rates to members of the U.S. armed forces. The new amendment extended coverage to members of the U.S. Foreign Service because, just like members of the armed forces, they frequently change their location of assignment as directed by government orders over the course of a long federal career. This law takes effect on the first period of enrollment that begins after July 1, 2024, and was necessary to provide consistency nationwide to assist Foreign Service members and their families with residency classification in their respective states.

The law requires that states grant in-state tuition to members of the military, Foreign Service, and their families in two circumstances:

- When their permanent duty station is in the state, irrespective of how long they have been physically present at that location, or
- When that is their state of domicile, irrespective of how long it has been since they were last physically present in that state.

To assist states with making domicile decisions for these students, the recommended method for domicile review is from the Official Form 126 "Foreign Service Residence and Dependency Report" (OF 126). On the OF-126 in block 4, the Foreign Service member certifies their state of legal residence (domicile).

In order to address covered individuals attending Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College, changes to Board Policy V.Q. are necessary. The change acknowledges the domicile of Foreign Service Members and their families using the OF 126 and will allow institutions a means to classify these students as Idaho residents for tuition purposes to comply with the Public Law 117-81.

IMPACT

Institutions covered by this policy currently report that this has minimal impact and this revision provides institutions with a means to comply with the federal requirements.

ATTACHMENTS

Attachment 1 – Board Policy V.Q. – Residency for Tuition Purposes – Second Reading

STAFF COMMENTS AND RECOMMENDATIONS

Board staff contacted all public institutions including the public community colleges to make sure they were aware of this change and recommended that the community colleges look at their policy to determine if any changes needed to be made. The proposed amendment to Board policy would assure compliance for Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho with Section 6206 of Public Law No: 117-81 (12/27/2021).

The Board approved the first reading of proposed amendments at its meeting on August 21, 2024. There were no changes made between the first and second reading. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board policy V.Q. as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: Q. Residency for Tuition Purposes **October 2024**

Section 33-3717B, Idaho Code establishes residency requirements for tuition purposes at University of Idaho, Boise State University, Idaho State University and Lewis-Clark State College. When applying the provisions of Section 33-3717B, Idaho Code the institutions shall apply the following definitions and factors.

1. Definitions

   a. Accredited Secondary School. "Accredited Secondary School" means an Idaho secondary school accredited by a body recognized by the State Board of Education.

   b. Armed Forces. "Armed Forces" means the United States Army, Navy, Air Force, Marine Corps, Coast Guard, and their reserve forces. It does not include the National Guard or any other reserve force.

   c. Continuously Resided. "Continuously Resided" means physical presence in the state for twelve (12) consecutive months. Absence from the state for normal vacations, family travel, work assignments, short-term military training, and similar occasions during the twelve-month (12) qualifying period, in and of itself, will not be regarded as negating the continuous residence of the individual.

   d. Full-time Employment. "Full-time Employment" means employment consisting on average of at least thirty (30) hours of service per week, or one hundred twenty (120) hours of service per month.

   e. Full-time Student. "Full-time Student" means a student taking the number of credits set by the State Board of Education to constitute a full course load.

   f. Support. "Support" means financial support given to the student during the twelve (12) months preceding the opening date of the term for which resident status is requested, but shall not include educational scholarships or grants provided to the student to attend a postsecondary educational institution. Any student who receives less than fifty percent (50%) support may demonstrate this by showing that the student is not claimed as a dependent by a parent or guardian for income tax purposes.

2. Resident Classification by All Institutions

   Any student classified as a resident student for purposes of tuition by one (1) of the institutions shall be considered a resident by all other institutions.

3. Residency Classification Process

All requests for residency reclassification must be submitted by the student to the institution by the 10th day of the term in which reclassification is sought. Each institution shall develop its own procedures to determine the residency status of applicants, disseminate information about the classification process, and determine the documentation required of each applicant to the institution. The institution may require whatever records, documents, or affidavits it deems necessary to classify each applicant correctly. It is the responsibility of the institution to notify the student in a timely manner of the documentation required for the classification process, and it is the responsibility of the student to provide the documentation by the deadline established by the institution. Each student shall be notified in writing of the residency classification decision within fifteen (15) days of such determination being made.

4. Factors for Determining Domicile

The following, if supported by documentation, support a claim of domicile in Idaho.

a. Tax Returns and Employment. Both of the following, if done for at least twelve (12) months before the term in which the student proposes to enroll, proves the establishment and maintenance of domicile in Idaho for purposes other than educational:

   i. Filing of Idaho state income tax returns covering a period of at least twelve (12) months before the term in which the student proposes to enroll as a resident student; and
   ii. Full-time employment in Idaho.

b. Multiple Factors. Five (5) of the following factors, if done for at least twelve (12) months before the term in which the student proposes to enroll, proves the establishment and maintenance of domicile in Idaho for purposes other than educational:

   i. Ownership or leasing of a residence in Idaho.
   ii. Registration and payment of Idaho taxes or fees, other than sales tax, including registration and payment of Idaho taxes or fees on a motor vehicle, mobile home, travel trailer, or other item of personal property for which state registration and the payment of state tax or fee is required.
   iii. Registration to vote for state elected officials in Idaho at a general election.
   iv. Holding of an Idaho driver's license or state-issued identification card.
   v. Evidence of the abandonment of a previous domicile.
   vi. The establishment of accounts with financial institutions in Idaho.
   vii. Other similar factors indicating intent to be domiciled in Idaho and the maintenance of such domicile. Factors may include, but are not limited to, enrollment of dependent children in Idaho elementary or secondary

schools, establishment of acceptance of an offer of permanent employment for self in Idaho, documented need to care for a relative in Idaho, utility statements, or employment documentation. Multiple factors under this category may be used.

c. Idaho Elementary and Secondary Students. If a student meets the requirements set forth under Idaho Code, Section 33-3717B(1)(c), that student shall not be required to meet the twelve (12) month requirement for establishing domicile.

d. Domicile for Foreign Service members. Pursuant to Section 6206 of Public Law No: 117-81 (12/27/2021) which is in effect for enrollment periods after July 1, 2024, for students who are members (or a dependent of a member) of the Foreign Service and on active duty for a period of more than 30 days, domicile in Idaho is verified through a U.S. government Official Form 126 issued by the Foreign Service agency employing the member. "Foreign Service" is defined in section 103 of the Foreign Service Act of 1980 (22 U.S.C. 3903)).

5. Independent Students and Domicile
Domicile in the state of Idaho primarily for purposes other than education includes a domicile in Idaho that was established by the student prior to pursuing higher education in Idaho unless the student's Idaho domicile was thereafter interrupted by an intervening change of domicile.

6. Appeals Procedure

Any student who contests the residency classification decision made by the institution may appeal the decision. The student shall be informed of his right to appeal by the institution at the time the student is notified of the residency classification decision. The student must request the appeal in writing and agree to the release of information provided to determine residency to the review body, and comply with deadlines established by the institution for requesting such appeal.

a. Institution Appeal. The chief executive officer of each institution or his designee shall appoint or cause to be appointed a committee of no less than three (3) no more than five (5) members who represent faculty and administration and who will constitute a residency review committee. Within thirty (30) days following receipt of the student's written request to appeal the residency classification decision, the committee must meet and review the ruling. The student appealing is responsible for presenting such evidence as the committee may request and such other evidence, as the student may deem pertinent to his residency status. The individual responsible for the initial residency classification decision may be present, if requested by the committee, to answer questions from the committee. The student must be notified in writing of the committee's decision. The decision of the committee is final unless the student elects to appeal the decision to the State Board of Education.

b. Board Appeal. Any student who contests the decision of the residency review committee may appeal to the State Board of Education. In such case, the student must advise the chief executive officer of the institution, in writing, of his request to submit an appeal. The chief executive officer will submit the request to the Office of the State Board of Education for review by the Board or the Board's designated representatives. The decision of the State Board of Education is the final determination and is binding on all parties concerned, subject to the student's statutory right to appeal the final determination to district court.

SUBJECT

Board Policy V.T. – Fee Waivers – Second Reading

REFERENCES

February 2014	Board approved first reading of proposed amendments to Board policy V.T. which would align the fee waiver policy with recent federal legislation regarding waivers for veterans.
April 2014	Board approved second reading of proposed amendments to Board policy V.T. aligning the fee waiver policy with August 2014 federal legislation regarding waivers for veterans.
June 2020	Board approved partial waiver of the non-resident tuition caps established in Board policy V.T.2.b for student-athletes who have the option of an additional year of eligibility by NCAA or NAIA as a result of COVID-19 athletics program closures.
June 2021	Board approved a waiver of the non-resident tuition caps established in Board policy V.T.2.b. for the 2021-2022 academic year to accommodate those athletes in expanded rosters.
December 2023	Boad approved first reading of proposed amendments to Board policy V.T. which would provide a clearer pathway for veterans.
February 2024	Board approved second reading of proposed amendments to Board policy V.T. providing a clearer pathway for veterans.
August 2024	Board approved first reading of proposed amendments to Board policy V.T to align with changes to Federal Law that went into effect July 1, 2024, that impacts the amount of tuition states can charge students who are residents of the Freely Associated States of Micronesia, the Marshall Islands and Palau.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.T.
Section 209 (b)(1)(E) of Title II of Division G of the Consolidated Appropriations Act of 2024 (Public Law 118-42) Citizens of the Federated States of Micronesia, the Marshall Islands and Palau.

BACKGROUND / DISCUSSION

In March 2024 a new law was enacted by the Federal Government, which impacts the amount of tuition that states can charge for students who are residents of the Freely Associated States of Micronesia, the Marshall Islands and

Palau. This law became effective July 1, 2024, and it prohibits public institutions of higher education that participate in the student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended, from charging students who are citizens of the Freely Associated states more than the in-state tuition rate.

In order to address covered individuals attending Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College, changes to Board Policy V.T. are necessary. The change allows for an additional waiver type which can be used for student residents of the Freely Associated States. This will provide compliance with Section 209 (b)(1)(E) of Title II of Division G of the Consolidated Appropriations Act of 2024 (Public Law 118-42)

IMPACT

Institutions covered by this policy currently report that this has minimal impact. The impact could rise if any of the covered institutions use this as a recruiting tool.

ATTACHMENTS

Attachment 1 – Board Policy V.T. - Fee Waivers – Proposed Revisions, redline

STAFF COMMENTS AND RECOMMENDATIONS

Board staff contacted all public institutions including the public community colleges to make sure they were aware of this change and recommended that the community colleges look at their policy to determine if any changes needed to be made. The proposed amendment to Board policy would assure compliance for Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho with Section 209 (b)(1)(E) of Title II of Division G of the Consolidated Appropriations Act of 2024 (Public Law 118-42).

The Board approved the first reading of proposed amendments at its meeting on August 21, 2024. There have been no changes between the first and second reading.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board policy V.T., Fee Waivers, as presented in Attachment 1.

Moved by _____Seconded by _____ Carried Yes ___ No ___

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: T. Fee Waivers **October 2024**

1. Purpose and Authority for Fee/Tuition Waivers

   a. Definition
   A fee/tuition waiver shall mean a reduction of some or all of the approved fees/tuition specified in Section V, Subsection R, attributable to a particular student as the cost for attending an Idaho institution of higher education.

   b. Purpose
   The purpose in authorizing fee/tuition waivers includes but is not limited to the achievement of the following strategic objectives:

      i. The enhancement of education opportunities for Idaho residents;
      ii. To promote mutually beneficial cooperation and development of Idaho communities and nearby communities in neighboring states;
      iii. To contribute to the quality of educational programs;
      iv. To assist in maintaining the cost effectiveness of auxiliary operations in Idaho institutions of higher education; and
      v. To comply with Section 3679(c) of Title 38, United States Code, effective July 1, 2015, ("Section 3679(c)") which states that the Secretary of Veterans Affairs shall disapprove courses of education provided by public institutions if certain veterans and their dependents are charged non-resident tuition.
      vi. To comply with Section 209 (b)(1)(E) of Title II of Division G of the Consolidated Appropriations Act of 2024 (Public Law 118-42) effective July 1, 2024 which states that "…for fiscal year 2024 and each fiscal year thereafter, the Government of the United States shall require as a condition of eligibility for a public institution of higher education in any State (as defined in section 103 of the Higher Education Act of 1965 (20 U.S.C. 1003)) that is not a Freely Associated State to participate in or receive funds under any program under title IV of such Act (20 U.S.C. 1070 et seq.), that the institution charge students who are citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or the Republic of Palau tuition for attendance at a rate that is not greater than the rate charged for residents of the State in which such public institution of higher education is located."

   c. Authority
   An institution shall not waive any of the applicable fees/tuition specified in Section V, Subsection R., unless specifically authorized in this subsection. Employee/Spouse/Dependent, Senior Citizen, In-Service Teacher Education, and Workforce Training Credit fees as authorized pursuant to Board policy V.R. do not constitute waivers.

2. Waiver of Nonresident Fees/Tuition
   Nonresident fees/tuition may be waived for the following categories:

   a. Graduate/Instructional Assistants
      Waivers are authorized for students employed as graduate assistants appointed pursuant to Section III, Subsection P.11.c.

   b. Students Participating in Intercollegiate Athletics
      For the purpose of improving competitiveness in intercollegiate athletics, the universities are authorized up to two hundred twenty-five (225) waivers per semester and, Lewis-Clark State College is authorized up to one hundred ten (110) waivers per semester. The institutions are authorized to grant additional waivers, not to exceed ten percent (10%) of the above waivers, to be used exclusively for post-eligibility students.

   c. Non-resident students who prove to the institution that they meet the eligibility criteria set forth under Section 3679(c) of Title 38, United States Code.
      If a Section 3679(c) waiver is granted and eligibility for veteran benefits concludes prior to completion of the degree sought and a student has completed at least one semester at the institution, at the election of the institution, Section 3679(c) waiver eligibility may be extended through the duration of a student's program of study for up to three additional years to allow for degree completion. If a student receiving a waiver under this section has an institution-approved gap in education for a medical or other emergency, the institution may exercise discretion to reinstate the waiver.

   d. Waivers to Meet Other Strategic Objectives
      The chief executive officer of each institution is authorized to waive nonresident fees/tuition for students, not to exceed the equivalent of six percent (6%) of the institution's total full-time equivalent enrollment. The criteria to be followed in granting such nonresident waivers shall be as follows:

      i. A waiver may be granted to place a nonresident student in an institutional program only when there is sufficient capacity in the program to meet the needs of Idaho resident students; and
      ii. A waiver may be granted only when its use is fiscally responsible to place a nonresident student in an institutional program in order to meet a strategic state and/or institutional need, as identified by the chief executive officer of the institution.

   e. National Student Exchange Program - Domestic
      Waivers are authorized for nonresident students participating in this program.

   f. Western Interstate Commission for Higher Education

Waivers are authorized for nonresident students participating in the Western Interstate Commission for Higher Education Professional Student Exchange Program and the Graduate Student Exchange Program. An institution may include a participating nonresident student in its enrollment workload adjustment calculation, provided the figure does not exceed the maximum approved for an institution by the Board.

g. Institution Agreements
An institution may request Board approval of agreements with other entities resulting in special fees if it is shown to meet a strategic or workforce need (e.g. reaching an underserved or isolated population) or to help facilitate collaboration between the public institutions as it relates to enrollment and course/degree completion. The discounted dollar value of these special fees shall be reported to the Board, for inclusion in the annual discounts and waivers report, in a format and time to be determined by the Executive Director.

SUBJECT

Board Policy, Section V. Subsection Y. – Fiscal Misconduct – Second Reading

REFERENCE

June 2005	Board approved first reading updating policy to bring it into alignment with creation of Audit Committee.
August 2005	Board approved second reading of policy.
December 2008	Removal of ISDB, Historical Society and Commission from all applicable policies.
December 2015	Board approved first reading of amended policy dealing with audits of agencies under Board jurisdiction.
April 2016	Board approved second reading of policy amendments.
October 2022	Board approved first reading of amended policy V.H. and repeal of Policy V.Y.
December 2022	Board approved second reading of amended policy V.H. and repeal of Policy V.Y.
August 2024	Board approved first reading of new board policy V.Y, in accordance with the State Board of Education's Internal Audit consolidation of 2021, and to define fiscal misconduct and provide structure for conducting and coordinating fiscal misconduct investigations.

APPLICABLE STATUTES, RULE OR POLICY

Idaho Code § 33-105 – Rules – Executive Department
Board Bylaws, F.4 (Audit, Risk and Compliance Committee)
Idaho State Board of Education Governing Policies & Procedures, Section V.H - Audits

BACKGROUND / DISCUSSION

As part of the State Board of Education Internal Audit consolidation of 2021, this new policy defines fiscal misconduct and provides structure for conducting/coordinating fiscal misconduct investigations. Fiscal misconduct is defined as a willful or deliberate act with the intention of obtaining an unauthorized benefit, such as money or property by deception, concealment of material fact, or by other unethical means. This also includes abusive financial practices or financial irregularities that give the appearance of fiscal misconduct or impropriety[JM1].

It also should be noted that prior Policy V.Y. – Compliance Programs, was repealed in December 2022.

IMPACT

Board Policy, Section V.Y. provides clarity to the institutions as well as OSBE's audit staff when it comes to instances of potential fiscal misconduct.

ATTACHMENTS

Attachment 1 – Policy V.Y. – Fiscal Misconduct Policy

STAFF COMMENTS AND RECOMMENDATIONS

This new policy was authored by SBOE Chief Audit Executive, Mark Eisenman and it has been shared with the general counsel of Boise State University, Idaho State University, and University of Idaho for feedback.

The Audit, Risk, and Compliance Committee reviewed this proposed policy at its June 4, 2024, meeting and forwarded it to the BAHR Committee for review/consideration at the committee's August 7, 2024, meeting.

The Board approved the first reading of proposed amendments at its meeting on August 21, 2024. There have been no changes between the first and second reading.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of new Board Policy V. Subsection Y. as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: Y. Fiscal Misconduct **October 2024**

1. This policy applies to the institutions.

2. ”Fiscal misconduct” is a willful or deliberate act with the intention of obtaining an unauthorized benefit, such as money or property, by deception, concealment of material fact, or other unethical means. Fiscal misconduct also includes abusive financial practices or financial irregularities that give the appearance of fiscal misconduct or impropriety. Examples of fiscal misconduct include:

   a. Theft or embezzlement of institution funds or assets (supplies, equipment, etc.)

   b. Bribery, kickbacks or bid rigging.

   c. Unauthorized use of institution equipment and property, such as communication systems, computers, automobiles or building space.

   d. Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the institution in exchange for official action.

   e. Falsification of official financial records such as contracts, timesheets, travel claims, vendor invoices, etc.

   f. Improper destruction or alteration of institution financial records.

   g. Improprieties in the handling of money or financial transactions.

   h. Illegal or unauthorized transfer, storage or distribution of institution data for personal gain.

   i. Intention misuse of Institution trademarks, licenses, etc.

   j. Compensation for hours not worked or covered by appropriate available leave.

   k. Significant violations of institution accounting policy or procedures

3. Institution Responsibilities

   a. Institution employees are prohibited from engaging in any activity that constitutes fiscal misconduct.

   b. Institution employees are responsible for making reasonable efforts to prevent and detect fiscal misconduct within their areas of responsibility. This includes

establishing and adhering to a system of internal controls in accordance with institution policy and procedure.

c. Institution employees are required to report known or suspected fiscal misconduct. Reports can be made through established institution reporting mechanisms or directly to Internal Audit and Advisory Services (IAAS).

d. Institution administrators, managers and supervisors who receive reports of fiscal misconduct are required to immediately notify IAAS and the institution compliance officer.

e. Accusations of fiscal misconduct not made in good faith may be grounds for disciplinary action.

f. Institution employees are required to cooperate with IAAS, legal counsel, institution compliance officers and others who have been engaged to assist in the review or investigation of suspected fiscal misconduct.

g. Institution employees are prohibited from performing their own investigations of potential fiscal misconduct.

4. Fiscal Misconduct Investigations

a. All reports of fiscal misconduct will be reviewed by the Chief Audit Executive (CAE) pursuant to Board Policy V.H. The CAE will work with the institution legal counsel and compliance officers, as applicable, to plan and coordinate review of reports of fiscal misconduct. A review may include work performed by IAAS, other institution administrative areas (e.g., compliance, human resources, information technology services, etc.) and/or outside investigators or reviewers.

b. The CAE shall make the final determination as to the level of IAAS involvement. The CAE has the authority to escalate any issue to the Audit, Risk and Compliance Committee of the State Board of Education.

5. Whistleblower Protection

a. Institutions are prohibited from taking adverse action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith the existence of any waste of public funds, property or manpower, or a violation of a law, rule or regulation adopted under the law of Idaho or who participates in investigations or court cases relating to the

allegation. See Idaho Protection of Public Employees Act, Idaho Code, Title 6, Chapter 21.

6. Violation of Policy

   a. Violations of this policy could result in one or more of the following:

      i. Disciplinary action up to and including termination of employment

      ii. Repayment or replacement of institution property or money

      iii. Referral to law enforcement for additional investigation

      iv. Civil action

7. Resolution

   a. The Board, at its discretion, can choose to directly resolve any matter of fiscal misconduct, but shall always determine the resolution of fiscal misconduct involving an institution chief executive officer.

   b. For matters not directly resolved by the Board, the institution chief executive officer has the final authority to decide on appropriate resolution or corrective action needed in response to violation of this policy.

BOISE STATE UNIVERSITY

SUBJECT

Reimbursement Resolution, North End Zone Expansion

REFERENCE

August 2022	Idaho State Board of Education (Board) approved Boise State University FY2023 Six-Year Capital Improvement Plan
October 2022	Idaho State Board of Education (Board) approved Boise State University Stadium Expansion – Planning and Design Approval
August 2023	Idaho State Board of Education (Board) approved an increase to the Planning and Design budget
August 2024	Idaho State Board of Education (Board) approved Construction Approval - North End Zone Expansion

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1, V.K.3.a. and d, and V.F.

BACKGROUND/DISCUSSION

The Idaho State Board of Education approved construction for the Boise State University North End Zone Expansion project in August 2024.

Upon the recommendation of bond counsel, the University seeks a resolution of the Board in the form of Attachment 1 authorizing the University to reimburse construction expenses from future bond proceeds for all qualified expenses approved by the Board and incurred by the University prior to the receipt of such bond proceeds. The University will return to the Board in December 2024 for financing approval.

IMPACT

The University will utilize up to $30M from non-bond sources (donor funds, institutional and athletic reserves) for the construction of the project as per the Board's approval in August 2024. The proposed resolution (Attachment 1) will authorize the University to reimburse construction expenses from future bond proceeds.

ATTACHMENTS

Attachment 1 – Reimbursement Resolution

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Boise State University is requesting to utilize up to $30M from non-bond sources to begin construction of the North End Zone Expansion at Albertson's Stadium. By doing so, it provides the university the ability to successfully begin incurring certain expenditures related to the North End Zone Expansion project prior to seeking approval to issue bonds to finance the overall project – which is planned to be presented at the December 2024 Board meeting.

Boise State University is currently requesting authority from the Board to utilize future bond proceeds to reimburse construction expenses spent prior to bond financing approval.

The Boise State University North End Zone Expansion project received construction approval by the Board at its August 21,2024 meeting.

In adherence to Policy V.K., since this request from Boise State University is a debt financing transaction, Policy V.F. requires a majority roll call vote by all Board members

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University for authority to use future bond proceeds to reimburse construction expenditures of the North End Zone Expansion, and further approve the Resolution of the Idaho State Board of Education regarding the same, as set forth in Attachment 1 to the materials submitted to the Board.

Roll call vote required:

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY

RESOLUTION RE: REIMBURSEMENT OF COSTS
OFFICIAL INTENT PURSUANT TO SECTION 1.150-2, CFR

A DECLARATION OF BOISE STATE UNIVERSITY DECLARING THE OFFICIAL INTENT OF BOISE STATE UNIVERSITY TO REIMBURSE CERTAIN REIMBURSABLE EXPENDITURES RELATING TO CERTAIN PROJECTS FROM TAX EXEMPT OBLIGATIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Board of Trustees (the "Board") of Boise State University (the "University") declares official intent on behalf of the University relating to reimbursable expenditures in accordance with Section 1.150-2, Code of Federal Regulations:

WHEREAS, the University has the ability to finance capital expenditures through a variety of means upon approval of the Board (collectively referred to herein as "Bonds"), all in accordance with Idaho law; and

WHEREAS, the Board, on behalf of the University, may issue tax-exempt and taxable bonds for projects, including but not limited to those certain improvements to Alberstons Stadium intended by the University (such improvements, collectively, the "Project"); and

WHEREAS, the University expects to incur certain capital expenditures related to the Project prior to issuing Bonds, and the University reasonably intends to reimburse itself for such prior expenditures on the Project (the "Reimbursable Expenditures") with the proceeds of Bonds; and

WHEREAS, the University expects such reimbursement to occur not later than 18 months after the later of the (i) the date of the Reimbursable Expenditures, or (ii) the date the Project is placed in service, but no later than three years after the date of the Reimbursable Expenditures.

NOW, THEREFORE, pursuant to the delegation contained in the Resolution, the undersigned Delegated Representative declares as follows:

Section 1. That the Board of the University hereby acknowledge and declare that upon issuance of the Bonds, the University intends to use, and is hereby authorized to use, a portion of the proceeds thereof to reimburse the University for Expenditures with respect to the Project made on and after that date which is no more than 60 days prior to the date hereof; and

Section 2. That each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, or (c) a nonrecurring item that is not customarily payable from current revenues; and

Section 3. That the maximum principal amount of the Bonds to be issued for the Project is $30,000,000 and the University reasonably expects on the date hereof that it will reimburse the Reimbursable Expenditures to the University with the proceeds of the Bonds; and

Section 4. That the University shall make a reimbursement allocation, which is a written allocation that evidences the University's use of proceeds of the Bonds to reimburse Expenditures, no later than 18 months after the later of the date on which Expenditures are paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Reimbursable Expenditures are paid; and

Section 5. That this Resolution evidences the University's intent and reasonable expectation under Treas. Reg. Section 1.150-2(d)(1) to use the proceeds of the Bonds to pay the costs of the Project and to reimburse the University for expenditures for the costs of the Project paid prior to the issuance of the Bonds to the extent permitted by federal tax regulations; and

Section 6. That the officers of the University and of the Board are hereby authorized and directed, for and in the name and on behalf of University to take any and all actions and execute, acknowledge and deliver any and all agreements, instruments or other documents and revisions or corrections thereof and amendments thereto, as may in their discretion be deemed necessary or desirable to carry out the terms, provisions and intent of this Resolution.

[Remainder of page intentionally left blank.]

APPROVED AND EXECUTED by the Board of Trustees of Boise State University this ____ day of October, 2024.

BOARD OF TRUSTEES OF BOISE STATE UNIVERSITY

By: _____
Chair, Board

By: _____
Secretary, Board

BOISE STATE UNIVERSITY

SUBJECT

Amendment to Learfield Multi-Media Rights Agreement

REFERENCE

October 2009	Idaho State Board of Education (Board) approved multi-media rights agreement with Learfield Communications, Inc.
December 2009	Board approved changes to the Learfield multi-media rights agreement
August 2014	Board approved changes to the Learfield multi-media rights agreement.
June 2018	Board approved changes to Learfield multi-media rights agreement and extended the agreement to 2028.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section V.1.b., V.2.a.

BACKGROUND/DISCUSSION

In 2009, Boise State University entered into a multi-media rights agreement with Learfield, through its subsidiary, Bronco Sports Properties, LLC (BSP). The original contract was reached through a public bid process followed by final negotiations with the winning bidder, BSP. The term of the original contract was for a period of seven years commencing July 1, 2010, with three additional one-year options, each exercisable at Boise State's option. In 2014, Boise State elected to exercise its option to extend the agreement through June 30, 2025. In 2018, the Board approved an additional extension of the agreement to 2028. This Fourth Amendment proposes to extend the relationship until 2039, amending the multi-media rights agreement to establish new and improved financial terms for the rights licensed under the multi-media rights agreement.

This new rights fee structure would compensate Boise State with the greatest of three numbers annually over the term – a) the sum of the Guaranteed Rights Fee, Annual Marketing Fund Fee, and Naming Rights Guarantee; b) a 68% share percentage of the Adjusted Gross Revenue; or c) 90% of the prior year's payment. Additionally, Boise State will receive up to $600,000 annually in Free Trade. This new deal structure replaces the remaining four years on the current agreement plus the 11-year extension.

The amendment will also incorporate the exclusive right for BSP to market and sell full venue naming rights to the stadium subject to certain conditions and terms,

and subject to any University or State Board required approvals, including those set forth in Board Policy I.K. "Naming/Memorializing Building and Facilities."

This Fourth Amendment, if approved, will move the expiration out to 2039 and provide significant new additional benefits and monetary considerations set out in the table below.

Athletic Year	Guaranteed Rights Fee	Annual Marketing Fund	Naming Rights Guarantee	Revenue Share Percentage (percentage of AGR)
2024-25	$4,850,000	$400,000	*	60%
2025-26	$5,050,000	$400,000	*	
2026-27	$6,000,000	$400,000	$700,000	68%
2027-28	$6,200,000	$425,000	$700,000	
2028-29	$6,400,000	$450,000	$725,000	
2029-30	$6,600,000	$475,000	$725,000	
2030-31	$6,800,000	$500,000	$750,000	
2031-32	$7,000,000	$525,000	$750,000	
2032-33	$7,200,000	$550,000	$775,000	
2033-34	$7,400,000	$575,000	$775,000	
2034-35	$7,600,000	$600,000	$800,000	
2025-36	$7,800,000	$625,000	$800,000	
2036-37	$8,000,000	$650,000	$825,000	
2037-38	$8,200,000	$675,000	$825,000	
2038-39	$8,400,000	$700,000	$850,000	

In addition, capital subsidy payments will be made in the following amounts: $1,100,000 for the 2023-24 year, $1,100,000 for 2024-25, and $1,000,000 in each of 2026-27, 2027-28 and 2028- 29.

The resulting amendment to the agreement will provide Boise State with a minimum total gross consideration of approximately $128,078,409 across a 15-year term.

The table below compares the estimated gross consideration of the entire current agreement term to the new agreement term:

	Current	New	Avg. Annual Increase
Avg. Annual Cash Guarantee	$5,312,500	$8,538,561	$ 3,226,061
Avg. Annual Free Trade	$ 300,000	$ 600,000	$ 300,000
Avg. Annual Gross Consideration	$5,612,500	$9,138,561	$ 3,526,061

The table below compares the average annual gross consideration of the current agreement compared to the new agreement for the remaining years of the current agreement:

Fiscal	Current	New	Delta
2024-25	$ 5,555,000	$ 8,134,659	$ 2,579,659
2025-26	$ 5,680,000	$ 6,193,750	$ 513,750
2026-27	$ 5,880,000	$ 8,100,000	$ 2,220,000
2027-28	$ 6,105,000	$ 8,325,000	$ 2,220,000
TOTAL	**$ 23,220,000**	**$ 30,753,409**	**$ 7,533,409**

The amount in this table for Fiscal 2024-25 includes cash allocated toward 2023-24 as part of the new agreement.

IMPACT

The new term of the agreement will be through June 30, 2039 and is anticipated to provide the University with improved and additional compensation and benefits over the current contract, as described in detail above.

ATTACHMENTS

Attachment 1 – Proposed Fourth Amendment to Multi-Media Rights Agreement
Attachment 2 – 2009 Multimedia Rights Agreement, as amended
Attachment 3 – Naming Rights Agreement

BOARD STAFF COMMENTS AND RECOMMENDATIONS

This Fourth Amendment will continue with the consolidated model for all of Boise State University's sports multi-media and marketing rights in an exclusive agreement with Learfield Communications, Inc. The new term extends through June 30, 2039. The effective date would be July 1, 2024 – Fiscal Year 2025.

Boise State University stands to realize significant revenue increases from this modified agreement with Learfield. In return, it should be noted that the term of the agreement will be extended for eleven (11) years, with four (4) years remaining on existing ten (10) year agreement approved by the Board in July 2018 – cumulating to fifteen (15) years overall.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into the Fourth Amendment to the Learfield Communications, Inc. agreement in substantial conformance with Attachment 1 hereof.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FOURTH AMENDMENT
TO
MULTI-MEDIA RIGHTS AGREEMENT

THIS FOURTH AMENDMENT ("Fourth Amendment"), effective as of July 1, 2024, is hereby executed by and between BOISE STATE UNIVERSITY ("University"), and BRONCO SPORTS PROPERTIES, LLC, a Missouri limited liability company ("Learfield") qualified to do business in Idaho and a wholly-owned subsidiary of Learfield Communications, LLC. This Third Amendment amends that certain Multi-Media Rights Agreement (the "Rights Agreement") between University and Learfield that had an effective date of July 1, 2010, as amended by that certain Amendment to Multi-Media Rights Agreement, dated as of the "___ day of _____, 2014" (the "First Amendment"), that Second Amendment to Multi-Media Rights Agreement dated as of the "___ day of August, 2018" (the "Second Amendment") and the letter amendment dated September 13, 2021 (the "Third Amendment," and together with the Rights Agreement, the First Amendment and the Second Amendment, the "Agreement").

BACKGROUND

A. University and Learfield have been operating under the Agreement.
B. University and Learfield have agreed to amend the Agreement to extend the Term for an additional eleven years, through June 30, 2039, and make such additional changes and additions to the Agreement as set forth herein.
C. In consideration for the University agreeing to extend the Term, Learfield has agreed to provide University additional consideration as more particularly set forth below.
D. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed thereto in the Agreement.

NOW, THEREFORE, in accordance with these recitals and in consideration of mutual promises and covenants recited thereafter, the parties agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended through June 30, 2039. Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

> This Agreement is effective as of the date signed by both Parties and shall continue until June 30, 2039 (the "Term") unless earlier terminated as provided herein. Each contract year of the Agreement shall commence on July 1 and end on June 30 and such period shall sometimes hereafter be referred to as "Athletic Year."

2. Rights Fee**.** As payment for the rights anticipated to be licensed under the Agreement, as amended by this Fourth Amendment, Learfield will, beginning July 1, 2024, pay University an annual rights fee (the "Rights Fee") equal to **the greatest of** (i) the sum of (x) the Guaranteed Rights Fee set forth below, plus (y) the Annual Marketing Fund (as defined below) and plus (z) the Naming Rights Guarantee, **or** (ii) the share percentage of Adjusted Gross Revenue (AGR) as set forth below (the "Revenue Share Percentage") **or** (iii) 90% of the Rights Fee paid in the immediately preceding Athletic Year. The Rights Fee structure and amounts set forth below will supersede and replace the Guaranteed Royalty Fee structure and amounts (set forth in Section 4.1

and 7.4 of the Rights Agreement) and the Revenue Sharing (set forth in Section 5.1 of the Rights Agreement) for Athletic Years 2024-2025 through 2027-2028. For purposes of calculating the Rights Fee, the Guaranteed Rights Fee, the Annual Marketing Fund, the Naming Rights Guarantee and the Revenue Share Percentage will be as follows:

Athletic Year	Guaranteed Rights Fee	Annual Marketing Fund	Naming Rights Guarantee	Revenue Share Percentage (percentage of AGR)
2024-25	$4,850,000	$400,000	*	60%
2025-26	$5,050,000	$400,000	*	
2026-27	$6,000,000	$400,000	$700,000	68%
2027-28	$6,200,000	$425,000	$700,000	
2028-29	$6,400,000	$450,000	$725,000	
2029-30	$6,600,000	$475,000	$725,000	
2030-31	$6,800,000	$500,000	$750,000	
2031-32	$7,000,000	$525,000	$750,000	
2032-33	$7,200,000	$550,000	$775,000	
2033-34	$7,400,000	$575,000	$775,000	
2034-35	$7,600,000	$600,000	$800,000	
2025-36	$7,800,000	$625,000	$800,000	
2036-37	$8,000,000	$650,000	$825,000	
2037-38	$8,200,000	$675,000	$825,000	
2038-39	$8,400,000	$700,000	$850,000	

* Amounts paid as set forth in the Naming Rights Agreement

For purposes of the Agreement, "AGR" shall mean Learfield's gross collected revenue less the following: (i) agency commissions, (ii) sponsor fulfillment costs such as tickets, merchandise, promotional elements and out-of-pocket costs of sales, provided however, that any single fulfillment expense in excess of $20,000 shall require University's prior approval, (iii) third party rights fees such as NCAA or NIT related sponsorship fees as pre-approved by the University, with such approval to not be unreasonably withheld (iv) collection and/or litigation expenses incurred by Learfield in connection with any third party litigation directly related to collection efforts against sponsors, provided the University has pre-approved such litigation, (v) out-of-pocket costs associated with NIL agreements, (vi) an annual deduction of $267,000 per Athletic Year representing the amortization of the Capital Subsidy Payments, (vii) an annual deduction to offset the actual cost (i.e., compensation and benefits) of the NIL/Allied+ position referenced below (estimated to be approximately $100,000 per Athletic Year), and (viii) any other credits, deductions or adjustments which are identified as deductions from AGR in a separate writing signed by and agreed upon by the parties in writing. The parties understand and agree that, at the time of this Fourth Amendment, there is a shifting landscape in college athletics and the parties will meet time to time to discuss the types of NIL-related out-of-pocket costs expected to be incurred by Learfield in connection with the exercise of its multi-media rights.

3. Capital Subsidy Payments. In consideration for University entering into this Fourth Amendment and extending the Term, Learfield will make capital subsidy payments during the Term in the total aggregate amount of $5,200,000 (the "Capital Subsidy"). The Capital Subsidy will be paid in the accordance with the following schedule:

Payment Date	Capital Subsidy
Within ten (10) business days of the full execution of this Fourth Amendment	$1,100,000
2024 – 2025 (provided this Fourth Amendment is executed prior to December 31, 2024)	$1,100,000
2026 – 2027	$1,000,000
2027 – 2028	$1,000,000
2028 – 2029	$1,000,000

The Capital Subsidy Payments to be paid in Athletic Year 2026-27 will be used by the University in connection with the Stadium North End Zone Remodel for new or enhanced sponsorship opportunities including but not limited to, LED ribbon boards, LED video boards, permanent signage placement, and similar opportunities. The University may use the remaining Capital Subsidy Payments to fund improvements to University Athletic Facilities that create new inventory or enhance existing inventory to be sold by Learfield. All inventory created or enhanced through such improvements shall be included as part of the Multi-Media Rights and any revenue generated therefrom shall be included in the calculation of AGR in accordance with the Agreement. The foregoing Capital Subsidy payments will supersede and replace any Capital Subsidy payments set forth in the Agreement.

4. Marketing Fund. In consideration for the exclusive rights granted to Learfield hereunder, Learfield will establish an annual marketing fund (the "Annual Marketing Fund") in the amounts set forth in the chart in Section 2 of this Fourth Amendment that Learfield will use to secure rights and assets and/or secure talent or influencers to promote sponsors and the University brands and/or amplify brand messaging. The Annual Marketing Fund amounts are intended to be flexible and will either be expended by Learfield for the designated purposes or paid to University based on the parties' agreement in writing. The amounts will be included in the Rights Fee (greatest of) calculation under Section 2 above.

5. Naming Rights. The University hereby grants Learfield the exclusive right to market and sell venue naming rights to Albertsons Stadium, subject to any University or State Board required approvals (including those set forth in Board Policy I.K. "Naming/Memorializing Building and Facilities," if applicable). This Fourth Amendment will supersede and replace that certain letter agreement dated November 9, 2009 and effective as of the University's 2011-12 Athletic Year, as amended by that certain Amendment to Letter Agreement with an effective date of July 1, 2020 (the "Naming Rights Agreement"). In consideration for these exclusive rights, Learfield will pay the University the naming right guarantee set forth in Section 2 above (the "Naming Rights

Guarantee") and all revenue generated in connection with the sale of such rights shall be included in the calculation of AGR. Learfield and the University will work together to identify and create naming opportunities in connection with the Albertsons Stadium North End Zone remodel, subject to any University or State Board of Education naming rights approvals and protocols, if applicable, which will not be unreasonably withheld.

6. Trade. Each Athletic Year during the Term, Learfield will endeavor to secure for the University up to $600,000 in in-kind, trade benefits in exchange for sponsorship rights (the "Trade Target"). This trade commitment supersedes and replaces any trade commitment in the Agreement. If Learfield provides trade benefits in excess of the Trade Target during any Athletic Year, then University will pay Learfield a commission equal to 50% of the trade's value or, at Learfield's option, it may deduct the 50% commission amount from the Rights Fee. Any commission paid to Learfield or credited against the Rights Fee will not be included in the calculation of AGR.

7. NIL/Allied+ Position. During the Term, Learfield will staff, at its sole cost, a dedicated NIL/Allied+ position to coordinate NIL initiatives and interactions with Learfield sponsors.

8. Tickets. During the term of the Agreement, Learfield will continue to receive (i) at no cost, the same ticket allotment as in the Rights Agreement, schedule 3.1, (ii) the right to purchase up to four (4) club seats (together) for each University home game in the North End Zone of Albertsons Stadium, and (iii) at no cost to Learfield, but based on availability, up to four (4) club seats (together) for each University home game at Stueckle Sky Center. Additional tickets (including premium tickets) will be provided, as agreed upon, to fuel revenue growth. These additional tickets would be purchased by Learfield at face value (no donation or Bronco Athletic Association fee required) and would be treated as an expense deduct in calculating the AGR.

9. Jersey Patch Sponsorships. Learfield has the exclusive right to identify, market and sell jersey patch commercial (non-University or Foundation) sponsorship opportunities ("Jersey Patch Sponsorships"), subject to any necessary NCAA approvals. Any revenue collected in connection with a Jersey Patch Sponsorship that is allocated to the jersey patch ("Jersey Patch Revenue") will not be included in the AGR Calculation and the parties will agree in writing to a separate, mutually agreeable split of revenue prior to Learfield entering an agreement with any third party with respect to a Jersey Patch Sponsorship. Any revenue collected in connection with a Jersey Patch Sponsorship that is allocated to other marketing assets will be included in the calculation of AGR. In any such multi-asset sponsorship, the portion allocated to Jersey Patch Sponsorship shall be agreed upon in writing.

10. Miscellaneous Amendments.

10.1 Sections 2.3(E) and 2.6(c) of the Agreement are hereby clarified such that Learfield will make such promotional airtime available to the extent (a) requested by University and (b) any promotional content is provided to Learfield by University reasonably in advance of the applicable broadcast.

10.2 The Parties acknowledge that, with respect to the coaches' shows contemplated in Section 2.5 of the Agreement, the Parties may, in the future, mutually agree to move any coaches' shows from linear television to exclusively digital distribution.

10.3 The Parties acknowledge that Learfield only produces digital game/season programs and no longer produces print programs. Therefore, Section 2.10 of the Agreement is hereby clarified to delete any obligation by Learfield to produce or provide any print game/season programs.

10.4 The Agreement makes references to "Bronco Stadium" and "Taco Bell Arena" as to university facilities, and the "WAC" conference for athletics membership. The Parties acknowledge and agree:

a. any reference to the "Stadium" (whether referenced as Bronco Stadium or any prior or subsequent name) shall mean the facility in which the University plays its home football games (currently Albertsons Stadium);

b. any reference to the "Arena" (whether referenced as Taco Bell Arena or any prior or subsequent name) shall mean the facility in which the University plays its home basketball games (currently ExtraMile Arena); and

c. any reference to the "WAC," or "Western Athletic Conference", shall mean the membership affiliation for the University's athletic participation conference (currently Mountain West Conference or "MWC").

10.5 Section 3.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

> 3.3 Credentials; Staff Travel and Parking. University will provide all-access credentials and parking on all game days for all Learfield staff. Learfield will employ, at its expense, the radio on-air talent of the broadcast crew for men's football and basketball games and the host for any coach's show. University will provide charter transportation for at least (i) four (4) sponsor guests designated by Learfield, three (3) members of the broadcast crew and one (1) Learfield employee for all away football games, (ii) two (2) members of the broadcast crew for away men's basketball games, and (iii) one (1) member of the broadcast crew for away women's basketball games. For each away game, University will provide the sponsor guests referenced above with credentials and premium tickets equivalent to the credentials and tickets provided to University's donor guests. Learfield will be responsible for all other transportation expenses for broadcast personnel and Learfield will be responsible for all lodging and incidental expenses of broadcast personnel and sponsor guests.

10.6 Section 3.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.4 Office Space. In order to facilitate Learfield's efforts on behalf of University, throughout the Term University shall provide Learfield with furnished office space within space used by the University's Athletic Department for at least seven full-time employees (the "Office Space"). No rental or similar fee will be charged to Learfield by University for the Office Space but Learfield will be responsible for payment of out of pocket expenses such as furniture, supplies, long distance telephone calls and internet service. The Office Space will have telephone service and internet access equivalent to University employee service and access. If Learfield desires to expand its staff solely to improve its ability to carry out its responsibilities under this Agreement, and subject to availability, University shall provide Learfield with additional office space in reasonable proximity to the Office Space. Learfield shall ensure that any and all of its employees and agents in the Office Space comply at all times with all applicable requirements, including, without limitation, federal, state, municipal and county laws and University, Athletic Conference and NCAA rules, regulations and policies

10.8 During the Term, University will provide Learfield, at no additional charge, tickets and parking in the amounts and locations set forth on Exhibit A to this Fourth Amendment.

10.9 Section 7.3 of the Agreement is hereby deleted in its entirety and replaced with the following: **[Intentionally omitted]**

10.10 With respect to all provisions of the Agreement that reference a baseline of the 2008-2009 Athletic Year (i.e., "as historically provided in the 2008-2009 Athletic Year"), the baseline year in each instance is hereby updated to the 2023-2024 Athletic Year.

10.11 Section 5 of the First Amendment is hereby amended to delete subsections (iii) and (iv) and replace with the following:

(iii) full membership in the University's highest donor membership program (currently, the Lyle Smith Society) at no additional cost to Learfield.

10.12 Section 6 of the Second Amendment is hereby deleted and of no further force or effect.

11. Relationship of this Fourth Amendment to the Agreement. Except as set forth in this Amendment, the Agreement shall remain unchanged and in full force and effect in accordance with its terms. If, however, there is any discrepancy between the Agreement, as amended, and this Fourth Amendment, the terms and conditions of this Fourth Amendment shall control.

12. Market Check. The discussions and negotiations that led to this Fourth Amendment fully satisfy the market assessment set forth in that certain Agreement dated December 31, 2018, by and among Learfield Communications, LLC, IMG College, LLC, Atairos Group, Inc. and WME Entertainment Parent, LLC (the "Market Check Agreement"). The Market Check Agreement is hereby terminated and of no further force or effect and University hereby waives any rights or remedies it may have under the Market Check Agreement.

13. Amended and Restated Agreement. This Fourth Amendment, when fully executed and delivered, shall be a binding and legally enforceable contract, upon which each party may each rely, along with the Agreement, as previously amended.

14. Counterparts. This Amendment may be executed in two or more counterparts and by facsimile or electronic signature, each of which shall be deemed an original and all of which shall constitute one document.

15. Entire Agreement. The Agreement, as previously amended, and as amended by this Fourth Amendment, constitutes the entire agreement between the University and Learfield with respect to the subject matter hereof and supersedes any prior oral or written understandings or agreements of the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by the duly authorized officer or agents on the date first set forth above.

BOISE STATE UNIVERSITY	**BRONCO SPORTS PROPERTIES, LLC**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

Exhibit A
Tickets and Parking

Football		
Grand Total	1206	
Main Stadium	580	*(Non-Premium)*
NEZ	336	
SEZ	246	*1162*
SSC Club	24	
SSC Loge	4	
SSC Suite	12	
Stadium Club	4	

Men's Basketball		
Grand Total	372	
Courtside	14	
Mezzanine Backcourt	90	
Mezzanine Midcourt	86	176
Parquet Sidecourt	38	
Parquet Corner/Backcourt	144	182

Football Parking	
Grand Total	104
BC Parking	2
ESL Parking	73
WSL Parking	4
LPG Parking	25

Men's Basketball Parking	
Grand Total	75
WSL Parking	30
ESL Parking	45

September 13, 2021

Jeramiah Dickey
Director of Athletics
Boise State University
1910 University Drive
Mail Stop 1020
Boise, Idaho 83725-1020

Dear Jeramiah:

This letter is intended to set forth our agreement to amend the Multi-Media Rights Agreement, dated July 1, 2010, between Boise State University ("University") and Bronco Sports Properties, LLC a wholly owned subsidiary of Learfield Communications, LLC ("Learfield"), as previously amended by the Amendment to Multi-Media Rights Agreement dated July 1, 2014 and the Second Amendment to Multi-Media Rights Agreement dated August 1, 2018, (the "Agreement") to reflect the impact of COVID-19 and related economic fallout with respect to the 2020-2021 License Agreement Year. Capitalized terms not otherwise defined in this letter will have the meaning provided in the Agreement.

We have agreed that, with respect to the 2020-2021 License Agreement Year, in lieu of the Guaranteed Royalty Fee set forth in Section 4.1 of the Agreement, the Guaranteed Royalty Fee will be equal to the greater of (i) Two Million Three Hundred Sixty-Five Thousand Six Hundred Eighty-Six Dollars ($2,365,686) or (ii) seventy percent (70%) of Net Property Profit (as defined hereinafter). Learfield agrees to pay University Two Million Three Hundred Sixty Five Thousand Six Hundred Eighty-Six Dollars ($2,365,686) on or before July 31, 2021. For purposes of this determination and calculation, the payments received pursuant to the Naming Rights Agreement by and between Albertson's LLC and Boise State University dated May 19, 2014 shall be excluded. If any additional Net Property Profit is due to University after July 31, 2021, Learfield will promptly pay such amounts within thirty (30) days of collection.

For purposes of this letter, "Net Property Profit" shall mean Learfield's AGR less the following expenses incurred by Learfield in connection with the Agreement: cost of sales and operating expenses, including, without limitation, compensation-related operating expenses (e.g., salaries, bonuses/commissions, taxes/benefits, etc.).

The above adjustment satisfies the parties' obligations under Section 4.2 of the Agreement with respect to COVID-19 for the 2020-21 License Agreement Year. Except as modified by this letter, all other terms of the Agreement shall continue unchanged in full force and effect.

If the foregoing accurately reflects our agreement, please indicate your agreement by signing below. Thank you for your professionalism and thoughtfulness in working through this agreement.

Go Broncos!

Sincerely,

Cole Gahagan
President & CEO

Agreed:
Boise State University

Jeramiah Dickey
Director of Athletics

SECOND AMENDMENT
TO
MULTI-MEDIA RIGHTS AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment"), effective as of this ___ day of August, 2018, is hereby executed by and between BOISE STATE UNIVERSITY ("University"), and BRONCO SPORTS PROPERTIES, LLC, a Missouri limited liability company ("Learfield") qualified to do business in Idaho and a wholly-owned subsidiary of Learfield Communications, LLC. This Second Amendment amends that certain Multi-Media Rights Agreement (the "Multi-Media Rights Agreement") between University and Learfield that had an effective date of July 1, 2010, as amended by that certain Amendment to Multi-Media Rights Agreement, having an effective date of July 1, 2014 (the "Amendment"). The Amendment, together with the Multi-Media Rights Agreement, make up the "Agreement."

BACKGROUND

A. University and Learfield have been operating under the Agreement.
B. University and Learfield have agreed to extend the Term of the Agreement for an additional three years, through June 30, 2028.
C. In consideration for the University agreeing to extend the Term, Learfield has agreed to provide University additional consideration as more particularly set forth below.
D. Capitalized terms not otherwise defined in this Second Amendment shall have the meaning ascribed thereto in the Agreement.

NOW, THEREFORE, in accordance with these recitals and in consideration of mutual promises and covenants recited thereafter, the parties agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended through June 30, 2028. Section 1.1 of the Multi-Media Rights Agreement, and Section 1 of the Amendment are hereby deleted in their entirety and replaced with the following, superseding clause:

> "This Agreement is effective as of the date signed by both Parties and shall continue until June 30, 2028 (the "Term") unless earlier terminated as provided herein. Each contract year of the Agreement shall commence on July 1 and end on June 30 and such period shall sometimes hereafter be referred to as "Athletic Year."

2. Guaranteed Royalty Fee. In consideration for the rights granted to Learfield under the Agreement and the foregoing extension of the Term, the Guaranteed Royalty Fee for the period from Athletic year 2018-19 through the end of the Term is hereby amended as follows:

Athletic Year	Guaranteed Royalty Fee
2018 – 2019	$3,800,000
2019 – 2020	$4,000,000
2020 – 2021	$4,200,000
2021 – 2022	$4,400,000
2022 – 2023	$4,600,000
2023 – 2024	$4,800,000
2024 – 2025	$5,000,000
2025 – 2026	$5,200,000
2026 – 2027	$5,400,000
2027 – 2028	$5,600,000

The foregoing shall supersede and replace the language set forth in Section 4.1 of the Multi-Media Rights Agreement and Section 7 of the Amendment for the period from and after Athletic Year 2018-19.

3. Revenue Sharing. For the period from Athletic Year 2018-19 through the end of the Term, the Revenue Share Hurdles shall be amended as follows:

Athletic Year	Revenue Share Hurdle
2018 – 2019	$7,850,000
2019 – 2020	$8,325,000
2020 – 2021	$8,800,000
2021 – 2022	$9,275,000
2022 – 2023	$9,750,000
2023 – 2024	$10,225,000
2024 – 2025	$10,700,000
2025 – 2026	$11,175,000
2026 – 2027	$11,650,000
2027 – 2028	$12,125,000

The foregoing schedule shall supersede and replace the Revenue Share Hurdle schedule amounts for such Athletic Years set forth in Section 5.1 of the Multi Media Rights Agreement and Section 8 of the Amendment.

4. Capital Subsidy Payments. Section 4 of the Amendment is hereby deleted in its entirety and replaced with the following superseding clauses and schedule:

Learfield will make capital subsidy payments during the period 2018-19 through 2024-25 in the total aggregate amount of $1,700,000 (the "Capital Subsidy"). The Capital Subsidy will be paid in the accordance with the following schedule:

Athletic Year	Capital Subsidy
2018 – 2019	$600,000
2019 – 2020	$600,000
2020 – 2021	$100,000
2021 – 2022	$100,000
2022 – 2023	$100,000
2023 – 2024	$100,000
2024 – 2025	$100,000

University shall use the Capital Subsidy for capital improvements to University Athletic venues that provide new or enhanced sponsorship opportunities, such as LED screens, video boards, center-hung or other mutually agreed assets. A portion of the 2018-19 Capital Subsidy will be used for an endzone video board at the football stadium to be installed no later than the first home game of the 2019-20 football season. University will consult with Learfield on any such improvements early in the process so that Learfield can provide design suggestions to maximize the inventory that will result from the Improvements, and all inventory created or enhanced through such improvements shall be included as part of the Multi-Media Rights and any revenue generated therefrom shall be included in the calculation of AGR in accordance with the Agreement.

5. Additional Inventory/Rights. In addition to all of the multi-media rights granted to Learfield under the Agreement, University will:

(i) consider, in good faith, those Learfield multi-media rights proposals which are categorized as Excluded Sponsorships under Section 3.10 of the Multi Media Rights Agreement in the beer or malt beverage (including domestic/craft beer) and wine categories, and assist with developing comprehensive packages, off-campus retail (point of sale) promotions, digital advertising and promotions, promotional merchandise distributed exclusively off-campus, right to use University's primary athletic trademarks, to enhance current partnerships; provided, however, Learfield acknowledges that University has the right to approve or disapprove any proposed beer, malt beverage or wine sponsorship or activation in its sole discretion. The University President will exercise final approval authority of any proposed sponsor, sponsorship agreement, and/or individual promotions involving any new asset or rights relating to these categories. The University President will have thirty (30) days after the submission of any such proposal to approve or disapprove the proposal. Learfield understands these categories will be developed gradually over time, and does not expect full access and exposure in Contract Year 2018-19, but

expects presence in both categories by the beginning of the 2019-20 football season. Learfield further agrees that at least ten percent (10%) of any beer, malt beverage and/or wine sponsorship deal will be directed to the University to fund responsibility messaging or similar programming;

(ii) consider, in good faith, Learfield proposals to enhance, through strategic marketing concepts and promotions, already significant partnerships in the casino/gaming categories excluded by Section 3.10 of the Multi Media Rights Agreement; provided, however, Learfield acknowledges that University has the right to approve or disapprove the same in its sole discretion. The University President will exercise final approval authority of any proposed sponsor, sponsorship agreement, and/or individual promotions involving any new asset or rights relating to these categories. The University President will have thirty (30) days after the submission of any such proposal to approve or disapprove the proposal. Learfield understands these categories will be developed gradually over time, and does not expect full access and exposure in Contract Year 2018-19, but expects presence in both categories by the beginning of the 2019-20 football season;

(iii) assist Learfield in securing more widespread use of University primary athletics trademarks for commercial and strategic partnership use. For example, University will consider, in good faith, expanding the benefits offered in the banking category. Learfield acknowledges that University has the right to approve or disapprove the same in its sole discretion;

(iv) work with Learfield to identify new areas of entitlement in the football stadium and basketball arena, to increase exposure and hospitality opportunities for corporate partners;

(v) provide Learfield right of first negotiation (i.e., University will have good faith discussions with Learfield prior to discussing with any third party) for sponsorship/advertising inventory on the replacement of the existing digital roadside marquee signage by the stadium; and

(vi) permit Learfield to deploy and ensure University use of a digital media backdrop for football and basketball to replace existing non-digital media backdrop.

University recognizes that the financial terms set forth in this Second Amendment assume that University will provide the consideration set forth above. In the event University does not provide such consideration set forth in subparagraphs (i), (ii), or (iii) above, it will be deemed an Adjustment Event under Section 4.2 of the Multi Media Rights Agreement, and the process set forth in that section shall be followed; provided, however, until the Parties reach agreement on a fair and equitable adjustment, Learfield will continue to pay the undisputed Guaranteed Royalty Fee (i.e., the Guaranteed Royalty Fee less the adjustment proposed by Learfield) to University. In addition to the foregoing, in the event the University's approval process for providing this additional inventory is delayed and as a result impacts Learfield's ability to commercialize such inventory in Contract Year 2019-20, the parties will discuss in good faith deferring a portion of amounts otherwise due in Contract Year 2019-20 into later Contract Years.

6. Additional Resources. In order to effectively activate the rights set forth in Section 5 above, Learfield will provide University with an additional annual subsidy of $55,000 to fund a full-time dedicated staff member to assist with sponsorship activation. This employee will be staffed within

the University Athletic Department. University will consult with Learfield and keep Learfield updated during the recruitment and hiring process. The position will be filled by July 1, 2018.

7. Extended Businesses. Subject to all applicable State of Idaho and University purchasing rules, regulations, policies, and procedures (collectively "Purchasing Requirements"), and subject to the terms of any current contract between the University and any third party, including but not limited to its service providers and any athletic conference that the University may now be or may later become a member of, University, if able, will:

(i) prior to the expiration of the term of the University's current agreement with its ticketing sales provider, negotiate with Paciolan in good faith with respect to University engaging Paciolan to provide such ticketing services to University for the period after the expiration of the term of such agreement;

(ii) at the expiration of the term of the University's current agreement with its trademark licensing agent, meet with Learfield Licensing Partners ("LLP") to discuss the University engaging LLP for such services; and

(iii) at the expiration of the term of the University's current agreement with its provider of hosting services for its athletic web site, give due consideration to engaging Learfield's affiliate SIDEARM Sports, LLC to provide hosting services for the University's official athletic web site. Learfield understands that University may continue to renew its agreement with its current provider.

Learfield understands that University may continue to renew its agreements with its current service providers and that University may not be able to entertain the negotiations contemplated in this paragraph in light of applicable Purchasing Requirements or contract provisions.

8. Relationship of Second Amendment to the Agreement. Except as set forth in this Second Amendment, the Agreement shall remain unchanged and in full force and effect in accordance with its terms. If, however, there is any discrepancy between the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control.

9. Amended and Restated Agreement. This Second Amendment, when fully executed and delivered, shall be a binding and legally enforceable contract, upon which we may each rely.

10. Counterparts. This Second Amendment may be executed in two or more counterparts and by facsimile or electronic signature, each of which shall be deemed an original and all of which shall constitute one document.

11. Entire Agreement. The Agreement as amended by this Second Amendment constitutes the entire agreement between the University and Learfield with respect to the subject matter hereof, and supersedes any prior oral or written understandings or agreements of the parties with respect to its subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by the duly authorized officer or agents on the date first set forth above.

BOISE STATE UNIVERSITY

By: _____

Name: Mark Heil

Title: VP/CFO

Date: 8/20/18

BRONCO SPORTS PROPERTIES, LLC

By: _____

Name: Greg BROWN

Title: President - CEO

Date: 8/24/18

AMENDMENT
TO
MULTI-MEDIA RIGHTS AGREEMENT

THIS AMENDMENT ("Amendment") is made and entered as of the ___ day of _____ 2014 with an effective date of July 1, 2013 ("Effective Date") by and between Boise State University ("University") and Bronco Sports Properties, LLC ("Learfield"), a Missouri limited liability company qualified to do business in Idaho and a wholly owned subsidiary of Learfield Communications, Inc. This Amendment amends that certain Multi-Media Rights Agreement between University and Learfield that had an effective date of July 1, 2010 ("Agreement").

BACKGROUND

A. University and Learfield have been operating under the Agreement.

B. University has elected to exercise its option to extend the term of the Agreement for the three (3) years through June 30, 2020 and to further extend the term through the period ending June 30, 2025.

C. In consideration of University extending the term of the Agreement through June 30, 2025, Learfield has agreed to provide University additional consideration as more particularly described in this Amendment.

D. Capitalized terms used in this Amendment shall have the same meaning as those terms have in the Agreement unless otherwise stated.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, University and Learfield amend the Agreement by this Amendment as follows:

1. Term of Agreement. The term of the Agreement will be from July 1, 2013 through June 30, 2025 ("Term").

2. Third Tier Television Rights. The provisions of Section 2.6 (Third Tier Television Rights) are deleted from the Agreement. If at any time during the Term, the television broadcast rights for University athletic events revert to the University from the Mountain West Conference (or any other athletic conference with which University is affiliated during the term of the Agreement), Learfield shall be granted the exclusive rights to such broadcasts for the remainder of the Term with additional payments to University in an amount to be negotiated in good faith at such time. In the event, the parties cannot reach agreement, the exclusive rights to such broadcasts shall no vest in Learfield but shall remain the property of the University.

3. Digital Media Rights. Throughout the Term, Learfield shall have the exclusive sponsorship rights associated with "Digital Media Rights" which means all University official athletic platforms including

browser-based websites, mobile web and mobile applications, social media channels such as Facebook, Twitter and Instagram, e-mail and other digital marketing, in-venue digital screens and platforms and all digital distribution of content to the extent such rights do not interfere with any rights reserved by the Mountain West Conference (or any other athletic conference with which University is affiliated during the term of the Agreement) or its chosen platform provider.

4. Capital Subsidy Payments. In addition to the Capital Stipend payments through June 30, 2017, Learfield will make capital subsidy payments in the amount of $100,000 on July 1 in each Athletic Year beginning with the 2015 – 2016 Athletic Year and continuing through the 2024 – 2025 Athletic Year for University to use for capital improvements to assets within University Athletic venues that may provide sponsorship opportunities. This Capital Subsidy Payment can be used for such items as the purchase and installation of a center-hung videoboard in the Taco Bell Arena or other mutually agreeable venue enhancements. Sponsorship opportunities created by a new center-hung videoboard or any other mutually agreeable asset procured with the Capital Subsidy Payment will be mutually agreed upon between Learfield and University and when agreed upon will be sponsorship rights belonging exclusively to Learfield with no increase in the Guaranteed Royalty Fee. Any revenue collected by Learfield from these rights shall however be included in the calculation of AGR.

5. Additional Rights. In addition to all of the multi-media rights granted to Learfield under the Agreement and this Amendment, throughout the Term, University grants Learfield the following additional rights on an exclusive basis, subject to NCAA rules, regulations or restrictions:

   i. The right to sell an additional sponsor logo on the Arena floor;

   ii. A media suite in Albertsons Stadium for shared use by Learfield at no charge. University will, consistent with past practices, provide Learfield with use of the media suite number 621 at no charge for home football games;

   iii. One (1) football coaches club membership at no charge to Learfield; and

   iv. One (1) Basketball Hardwood Club Membership at no charge to Learfield.

6. Tickets. Locations of tickets to be provided to Learfield by University for home basketball games shall be materially improved over the locations of those tickets in the 2012 – 2013 Athletic Year.

7. Guaranteed Royalty Fee. Subject to the provisions of Paragraph 10 below, the Guaranteed Royalty Fee for the Term shall be as follows:

Athletic Year	Guaranteed Royalty Fee
2013 – 2014	$2,410,000
2014 – 2015	$2,735,000
2015 – 2016	$2,860,000
2016 – 2017	$2,935,000
2017 – 2018	$3,300,000
2018 – 2019	$3,400,000
2019 – 2020	$3,500,000
2020 – 2021	$3,700,000
2021 – 2022	$3,900,000
2022 – 2023	$4,100,000
2023 – 2024	$4,300,000
2024 – 2025	$4,500,000

8. Revenue Sharing. The Revenue Share Hurdle during the Term shall be as follows:

Athletic Year	Revenue Share Hurdle
2013 – 2014	$4,795,000
2014 – 2015	$5,645,000
2015 – 2016	$5,895,000
2016 – 2017	$6,045,000
2017 – 2018	$6,775,000
2018 – 2019	$6,975,000
2019 – 2020	$7,175,000
2020 – 2021	$7,575,000
2021 – 2022	$7,975,000
2022 – 2023	$8,375,000
2023 – 2024	$8,775,000
2024 – 2025	$9,175,000

9. Trade. Trade associated with Nike shall be increased to $7,500.00 per year.

10. Bonus Payment. No later than July 31, 2018, Learfield will pay University a one-time bonus of $1,100,000 ("Bonus Amount") as and for University's extension of the Term of the Agreement as set forth in this Amendment with $750,000 of the Bonus Amount ("Cash Payment") paid in cash with the remainder of the Bonus Amount ($350,000) considered paid by Learfield waiving its claim to a $350,000 credit against the Guaranteed Royalty Fee in the 2013 – 2014 Athletic Year which by this Amendment, Learfield hereby agrees to do.

11. Additional Incentives. Section 7.3.4 of the Agreement (Television Promotion) is deleted from the Agreement.

12. Notices. All references to the Director of Intercollegiate Athletics in Section 8.11 of the Agreement shall mean Mark Coyle or his successor.

13. Relationship of Amendment to Agreement. Except as set forth in this Amendment, the Agreement is hereby ratified and confirmed upon its original terms and conditions. If, however, there is any discrepancy, conflict or variance between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall in all events control.

14. Preapproval of Signage and Partnerships. Before installation or use, Learfield must seek University's written approval of any and all temporary or permanent signage, electronic or otherwise, and may not utilize in any way signage that is not approved by University in its sole discretion. Learfield must seek and receive University's written approval of any and all partnerships prior to entering into any agreement or contract, express or implied, and shall not enter into any partnerships without the express written consent of the University in its sole discretion. The written approval from University required under this paragraph 14 may be in electronic or paper form.

15. National Exposure Bonus Payments. In addition to all other monies due University and obligations of Learfield under the Agreement and this Amendment, the following monies shall be paid by Learfield to University :

i. For football (the greater of the following applicable payments):
   a. Each and every time University football team is invited to appear in the College Football Access Bowls, Learfield will pay University a one-time payment of $100,000 on the following June 1;
   b. Each and every time University football team appears in the College Football Playoffs , Learfield will pay University a one-time payment of $200,000 on the following June 1;
   c. Each and every time University football team wins the College Football Championship Game, Learfield will pay University a one-time payment of $300,000 on the following June 1.

ii. For Men's basketball:
   a. Each and every time University appears in the field of 4 teams in the NCAA Basketball Championship Tournament (the "Final Four"), Learfield will pay University a one-time payment of $100,000.

IN WITNESS WHEREOF, the University and Learfield have entered into this Amendment as of the Effective Date.

BRONCO SPORTS PROPERTIES, LLC

By: **Learfield Communications, Inc.,**
Sole Member

By: _____
Greg Brown, President and CEO

BOISE STATE UNIVERSITY

By: _____

Name: **Mark Coyle**

Title: **Director of Athletics**

By: _____

Name: **Stacy Pearson**

Title: **Vice President Finance and Administration**

MULTI-MEDIA RIGHTS AGREEMENT

THIS MULTI-MEDIA RIGHTS AGREEMENT ("Agreement" or "Contract") is made and entered as of the 9th day of November, 2009, by and between BOISE STATE UNIVERSITY ("University"), and BRONCO SPORTS PROPERTIES, LLC ("Learfield"), a Missouri limited liability company qualified to do business in Idaho and wholly owned by LEARFIELD COMMUNCATIONS, INC.

BACKGROUND TO AGREEMENT

A. This Agreement is intended to set forth the rights, duties, responsibilities of University and Learfield with respect to the "Multi-Media Rights" associated with University's inter-collegiate athletic programs. These Multi-Media Rights are being granted to Learfield pursuant to University's Request for Proposal Number TS09-054 and University's February 18, 2009 letter as its Notice of Intent to Award TS09-054 (collectively the "RFP").

B. For purposes of this Agreement, the Term "Multi-Media Rights" shall mean the exclusive sponsorship and marketing rights, as hereinafter set forth, with exceptions as set forth within, to inventory, including, but not limited to, print, media, sponsorships, existing or new temporary or permanent signage, and other promotional and sponsorship rights for football, men's and women's basketball games, softball, wrestling, gymnastics, tennis and other inter-collegiate sports; and, if University is granted such rights from host venue, promotional rights for all games played at neutral venues where University is designated as the home team; radio and satellite play-by-play broadcast rights for football, men's and women's basketball games, softball games and any other collegiate sports as may be agreed between the parties and radio

and satellite broadcast rights for coach's shows; and selected television broadcast rights for football and men's and women's basketball; official athletic website sponsorship; at event corporate hospitality; at event impact; and any other sponsor-related or promotional rights to University's inter-collegiate athletic programs that are particularly described in this Agreement or that may be subsequently agreed to between the Parties as well as all the inventory which is available to University's intercollegiate athletic programs for the 2008 - 2009 University fiscal year. For the avoidance of doubt, the rights granted herein relate to varsity intercollegiate teams and do not include club or intramural teams. For the further avoidance of doubt, the rights granted herein are not exclusive with respect to electronic newsletters, it being agreed and understood that University as well may produce or distribute an electronic newsletter, but University agrees that if it produces or distributes an electronic newsletter primarily relating to Athletics, other than the existing magazine entitled "The Blue" which is produced in print and made available electronically in pdf format, it cannot contain any commercial underwriting or commercial sponsorship or advertising of any kind. University agrees that Touch Fall Marketing, the publishers of The Blue magazine shall be solely responsible for soliciting advertising for the magazine and University shall not solicit advertising on Touch Fall Marketing's behalf.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and the foregoing Background, University and Learfield (individually the "Party" and jointly the "Parties") agree as follows:

AGREEMENT

1.1 Term of Agreement. This Agreement is effective on the date signed by both Parties and shall continue until June 30, 2017 ("Initial Term") unless otherwise terminated as provided herein. Each contract year of the Agreement shall commence on July 1 and end on June 30 and such period shall sometimes hereafter be referred to as "Athletic Year." University shall:

(i) have three (3) options to extend the Initial Term of this Agreement for an additional one (1) year period each option through June 30, 2018, June 30, 2019 and June 30, 2020 respectively ("Extended Period(s)"). If University wishes to extend this Agreement for the Extended Period(s) it shall notify Learfield no later than June 30, 2015 of University's intent to exercise its option to extend the term of this Agreement for the first Extended Period and no later than June 30, 2016 and 2017 respectively for the next two Extended Periods; or

(ii) in its sole discretion shall choose to extend the Initial Term of this Agreement for an additional three (3) year period ("Extended Period") at one time in lieu of three (3) separate one (1)-year options. If University wishes to extend this Agreement for the three year Extended Period it shall notify Learfield not later than June 30, 2015 of University's intent to exercise its option to extend the term of this Agreement for the three year Extended Period.

If the term of this Agreement is extended to include the Extended Period(s), then the terms and conditions of this Agreement during the Extended Period(s) shall remain the same as those during the Initial Term except as otherwise stated in this Agreement. Notwithstanding the fact that each contract year begins on July 1, the University acknowledges and agrees that Learfield's rights and obligations under this Agreement begin on July 1, 2010 ("Effective Date"), but that Learfield will begin its efforts prior to the Effective Date and will expend

substantial amounts of time, effort and resources to fulfill its obligations under this Agreement. The "term" of this Agreement including the Initial Period and the Extended Period(s) is sometimes hereafter collectively referred to as the "Term".

1.2 Mutual Cooperation. Throughout the Term of the Agreement, it is the Parties' intention to cooperate to maximize the opportunities to promote the University's Athletic program and that will foster growth in both the amounts and the potential sources of revenue under this Agreement. To that end, the Parties, including University's Director of Athletics (and/or his/her designee) will meet, as they mutually agree is necessary, to discuss the rights and inventory granted to Learfield and any unexpected problems arising therefrom to arrive at mutually satisfactory solutions. The General Manager of BRONCO SPORTS PROPERTIES, LLC will be encouraged to attend regularly scheduled University Athletic Department Administrative Staff meetings and will meet no less than once a month with University's Director of Athletics or his/her designee at times mutually agreeable to the Parties. In addition, University will use reasonable efforts to clearly and concisely define for University's staff the specific roles and responsibilities which Learfield will undertake with University's Athletic Department, including, but not limited to, any agreements Learfield enters into with University's coaches which Learfield and University mutually determine will help to promote the University's Athletic program and maximize revenue generating opportunities. Learfield will not enter into any agreement with a University coach without prior consultation with and approval from the University's Director of Athletics and University shall be responsible for coaches' compensation in its sole discretion. Learfield will keep University informed on a regular basis and/or upon request by University of its sponsorship and marketing plans as well as its current activities. In consideration of fostering a mutually beneficial environment for

both parties, Learfield agrees that it shall keep University informed of its negotiations with potential partners and shall consult with University regarding new potential partners that it wishes to approach and/or rights that it intends to offer.

1.3 Additional Multi-Media Rights. Although this Agreement includes specific rights granted to Learfield, it is agreed that from time to time opportunities for additional Multi-Media Rights may arise or be created that might not have been contemplated or specifically mentioned in this Agreement, including, but not limited to, Learfield finding additional ways to leverage the existing inventory or with new inventory ("Additional Rights"). If the nature of the Additional Rights requires the addition of a significant item of inventory that did not already exist in a University athletic venue in any format, being an alteration that affects the appearance of the venue and/or requires material expenditure ("Material Inventory Alteration"), then Learfield will notify University of such new inventory item in order to obtain University's approval of such new inventory item. The parties will negotiate in good faith to arrive at a financial model for any Material Inventory Alteration that is funded other than from the Capital Stipend and which includes the allocation of costs between the Parties and the resulting inclusion of revenue from the Material Inventory Alteration in the "AGR" as hereafter defined. For the avoidance of doubt, if, for example, a new ribbon board is installed in Bronco Stadium at a cost to either party of $250,000.00, the cost incurring party shall first recover its cost of the ribbon board from revenue generated from the ribbon board before any revenue from the ribbon board is included in the calculation of AGR.

2.1 Grant of Exclusive Radio Broadcast Rights. Throughout the Term, University grants to Learfield, subject to any restrictions and modifications set forth by this Agreement, the exclusive rights to make or cause to be made live radio (including satellite radio, high definition radio, Spanish radio broadcasts and audio podcasts) broadcasts of all exhibition, pre-season, regular-season and post-season games for football, men's and women's basketball games and softball games and any other inter-collegiate sports as may be agreed with University. All of such broadcast rights shall be exclusive to Learfield and shall also include any game or games selected for broadcasting by any local, regional or national radio network, subject, however to any currently existing rules governing University as a result of its affiliation with the Western Athletic Conference ("WAC"), the Pacific Ten Conference for wrestling ("PAC 10") or any other conference to which University is affiliated during the Term or the National Collegiate Athletic Association ("NCAA") which could limit such exclusivity granted to Learfield hereunder. Rights to post-season conference and national tournaments are exclusive of all other individual and independent networks except those officially designated as origination stations or networks by radio stations considered by University as part of the radio following the opposing team involved in the game being broadcast. University acknowledges that broadcast rights to post-season conference and national tournaments is important to Learfield's revenue, and if such rights are not available to Learfield, then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee during the time the rights are unavailable. Notwithstanding the exclusive rights granted to Learfield under this Section 2.1, and subject to University's approval, a University student station may broadcast games, but only on a low power radio station which will not carry any commercial underwriting or commercial sponsorship or

advertising of any kind for such varsity intercollegiate game that will materially compete with the rights granted to Learfield hereunder and only if University has first consulted with Learfield in respect of the same.

Learfield shall use its best efforts to provide the widest exposure in the most professional manner relative to all broadcasts and at the very least shall be no less exposure and of no less quality than historically provided by or on behalf of University during the 2008 – 2009 Athletic Year. Without limitation to the foregoing, Learfield agrees that it shall use commercially reasonable efforts to increase the radio coverage of women's basketball. If at anytime during the Term, Learfield decides to pay for the production, operational and distribution costs of the Bronco radio network (collectively the "Production Costs") which in turn is expected to increase the revenue opportunities from the radio broadcasts, Learfield shall be entitled to deduct the Production Costs it incurs in calculating the AGR, as hereafter defined, provided that it has first consulted with University with respect to its decision to undertake the Production Costs and University has agreed to the Production Cost budget. Provided that the costs and budget are in line with those of any other universities represented by Learfield or its affiliated companies of equal or greater stature than University with no extenuating circumstances that do not apply to University ("Comparable Learfield Schools"), University shall not withhold approval.

2.2 Radio On-Air Talent. Learfield will employ, at its own expense, or subcontract with other approved providers, any and all personnel Learfield deems necessary to conduct broadcasts covered by the Agreement. Final selection of all air talent for all games, including, but not limited to pre-game, post-game, coaches' shows and other events to be broadcast must have the approval of University which approval will not be unreasonably withheld. The

University shall also have the right to request removal of a particular on-air talent if it, in its reasonable discretion, deems such removal necessary. The parties agree to discuss in good faith the removal of such on-air talent and allocation of costs or expenses related thereto. Notwithstanding the foregoing, University agrees to be responsible for all normal, reasonable and ordinary replacement costs unless adequate cause exists for such removal. Learfield shall be solely responsible for all employment related costs or liabilities.

2.3 Radio Programming. At the sole cost and expense of Learfield, Learfield shall produce, originate, broadcast and distribute the following radio programming in a quality at least commensurate to the quality of broadcasts historically provided during the 2008 - 2009 Athletic Year with state-of-the-art equipment and quality:

A. Football and Men's and Women's Basketball Games. Learfield will provide live broadcasts in the State of Idaho with emphasis in Boise, Nampa, Caldwell, Twin Falls, Idaho Falls, Pocatello, McCall and Lewiston of each (i) regular-season and post-season game for University varsity football, which may include the spring football game or any others if applicable, whether the same are played in Boise or elsewhere; and (ii) each regular-season and post-season men's basketball game whether the same are played in Boise or elsewhere and (iii) any exhibition men's basketball games if applicable. Each broadcast shall include pre-game and post-game shows with live or taped, as available, coaches' interviews, in addition to comprehensive description of game action. Learfield will use its best efforts to provide live broadcasts of each regular season and post-season women's basketball games to be no less than University's historical level provided during the 2008 - 2009 Athletic Year of live broadcasts of such games. Learfield shall pay for all costs associated with the operation and production and shall be responsible for obtaining any and all necessary clearances of each broadcast

hereunder.

B. Coaches' Radio Shows. Learfield will produce, sell and commercially distribute a weekly coaches' radio show for football and men's basketball and make all shows available to the Bronco Sports Network subject to technical restraints. For the purposes of this Agreement the "Bronco Sports Network" shall be no less that the radio coverage provided to University during the 2008 - 2009 Athletic Year. Learfield will produce and clear a combined total of approximately thirty (30) football and men's basketball weekly coaches' shows each year that will be not less than sixty (60) minutes in length per show. University will make available and provide the services of the head coaches of each such coaches' show. Further, Learfield is hereby granted the exclusive rights, at its option, to produce coaches' radio shows for other sports. University shall require coaches to be in attendance at each show agreed to under such contracts, provided the time commitments undertaken by each such coach is consistent with the coach's primary coaching responsibilities and each coach's contract with the University. In the event that a coach is not available, University and Learfield, shall agree to a suitable alternative being either coach's participation by telephone or by substitution of an assistant coach. Notwithstanding the forgoing, University shall use best efforts to provide the head coaches live participation in such shows. Any compensation of the coaches in respect of such shows shall be in the sole discretion of the University but in no event shall Learfield be responsible for a coach's compensation. Notwithstanding the provisions of the preceding sentence to the contrary, if University wishes that Learfield pay part or all of a coach's compensation, it shall notify Learfield in writing of the amount of a coach's compensation that it wishes Learfield to pay ("Coach's Compensation Amount") and Learfield shall pay the Coach's Compensation Amount in two equal payments at the times that Learfield pays the

University its Guaranteed Royalty Fee (December 31 and June 30). Learfield shall then deduct from the Guaranteed Royalty Fee the Coach's Compensation Amount which will be a credit against the Guaranteed Royalty Fee then owed by Learfield to the University. Learfield may sell a specific placement of any or all of the coaches' shows at a location to be determined and University will make the coach available at such location. Such coaches' shows shall be held at the Stueckle Sky Center on campus, unless the parties mutually agree otherwise, Learfield must provide a compelling reason, which may be a financial reason, for the coaches' show to be held at a different location, such as a local restaurant or other campus or off-campus location but shall also ensure that University does not lose revenue by such change of venue, for example through increased transportation costs and/or loss of food and beverage revenue. In such instance, Learfield will make every effort to ensure that such location shall be convenient to Boise State University and its coaches. University reserves the right to refuse a location if the location is inconsistent with the University's goals, mission or image or if the location is too inconvenient.

C. Other radio programming. Learfield shall also provide other radio programming, live or taped as applicable, to be no less than provided to University historically during the 2008 - 2009 Athletic Year and as required in the contract between Peak Broadcasting and University dated July 12, 2008 ("Existing Radio Contract") a copy of which has been provided to Learfield as part of the RFP.

D. Technical Requirements. Learfield shall satisfy University as to all technical requirements, including, but not limited to, digital quality, which are necessary to adequately broadcast University athletic events and coaches' shows in a manner no less than provided historically during the 2008 - 2009 Athletic Year and as is reasonable to be expected as

equipment and technology develops during the Term.

E. University Promotional Time. Learfield shall provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments during broadcasts of the game of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year to the greater of the amount it had received historically during the 2008 - 2009 Athletic Year or two (2) thirty (30) second spots for University institutional (rather than Athletics) promotional matters only. Learfield shall also provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments on the flagship station(s) outside of game broadcasts of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year.

F. Learfield shall record all radio broadcasts and shall provide University with a copy of all broadcasts and programs created hereunder. All rights in and to the broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.

G. University shall be considered the copyright owner of, and be entitled to receive all copyright royalty fees in any form allowed by law attributable to, the use or broadcast of the sporting events, preview shows, coach's shows and other programming produced by or on behalf of Learfield hereunder and University shall be entitled to all royalties, fees or other income (excluding, however, any sponsorship or advertising income which shall be included in the AGR as hereinafter defined) which may be attributable to the use of said broadcast material and recordings and Learfield will provide any assistance needed by University to implement any use of said material other than by radio transmission.

H. Notice of the University copyright shall be included as part of every event

broadcast made pursuant to this Agreement. The notice shall consist of the symbol "©" or the word "copyright" followed by the year that the event is first broadcast and the name "Boise State University" in every broadcast or medium of delivery.

2.4 Additional Radio Broadcast Rights. Notwithstanding anything contained in Section 2.1 through 2.3 to the contrary, it is agreed that from time to time forms or methods of additional distribution rights of the aforementioned radio programming may arise or be created that might not have been contemplated, might not have existed as of the date of this Agreement or specifically mentioned in this Agreement, and these rights shall be subsequently included in the rights granted to Learfield based upon the approval of the University, which approval will not be unreasonably withheld, and the Net Revenue from such rights shall be added to the AGR. Without limiting the foregoing, Learfield shall use commercially reasonable efforts to secure satellite and high definition radio transmission at no charge to the University and Learfield shall offer regular audio podcasts at a frequency and level to be agreed with University. All rights in and to the broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.

2.5 Football, Men's Basketball and Women's Basketball Coaches' Television Shows.

A. Learfield shall have the exclusive rights to broadcast and sell sponsorships in weekly coaches' television shows for football, men's basketball and women's basketball.

B. Learfield will produce and clear a total of no less than twelve (12) football and no less than twelve (12) men's basketball weekly coaches' shows each year that will be not less than thirty (30) minutes in length per show. Compensation of coaches, if any, will be paid by University but Learfield shall be responsible for all other costs relating to production and

distribution of the shows. Any compensation of the coaches in respect of such shows shall be in the sole discretion of the University. In no event shall Learfield be responsible for any compensation of coaches. Notwithstanding the provisions of the preceding sentence to the contrary, if University wishes that Learfield pay part or all of a coach's compensation, it shall notify Learfield in writing of the amount of a coach's compensation that it wishes Learfield to pay and Learfield shall pay the Coach's Compensation Amount in two equal payments at the times that Learfield pays the University its Guaranteed Royalty Fee (December 31 and June 30). Learfield shall then deduct from the Guaranteed Royalty Fee the Coach's Compensation Amount which will be a credit against the Guaranteed Royalty Fee then owed by Learfield to the University. Parties may agree to proceed with coaches' television shows for any other sports outside of those mentioned above and the net revenue (gross revenue less expenses such as production and distribution for the shows, provided such costs and/or budget have been agreed with University and if the costs and budget are in line with other Comparable Learfield Schools, University shall not withhold approval.) in relation to such additional sports shows shall be included in the AGR as hereinafter defined. Learfield may sell a specific placement of the coaches' show. Such coaches' shows shall be held at the Stueckle Sky Center on campus, unless the parties mutually agree otherwise. Learfield must provides a compelling reason, which may be a financial reason, for the coaches' show to be held at a different location, such as a or at a broadcast studio of Learfield's choice which is convenient to University's campus but shall also ensure that University does not lose revenue by such change of venue, for example through increased transportation costs and/or loss of food and beverage revenue. University shall require coaches to be in attendance at each show agreed to under such contracts, provided the time commitments undertaken by each such coach is consistent with the

coach's primary coaching responsibilities and each coach's contractual obligations to the University. Coaches will be encouraged but shall not be required to attend coaches' shows in person if the show is broadcast from outside the Boise, Idaho area. In this regard, it is agreed that a period of time which is sufficient for the production of a thirty-minute weekly coaches' television show will not unduly interfere with a coach's primary responsibilities to University. Notwithstanding the foregoing, Learfield will make every effort to ensure that the location of the coaches' shows shall be convenient to Boise State University and its coaches. University reserves the right to refuse a location if the location is inconsistent with the University's goals, mission or image or if the location is too inconvenient.

2.6 Third Tier Television Broadcast Rights.

A. University agrees to license Learfield the exclusive rights to broadcast television play-by-play programming which is not otherwise prohibited by University's affiliation with the WAC, the PAC 10 for wrestling, or any other conference to which University is affiliated during the Term or the NCAA ("Third Tier Television Rights"). Such Third Tier Television Rights include football, men's and women's basketball and any other University inter-collegiate sport, preview shows, a video season ticket podcast, replay shows and video magazine shows. Learfield will be responsible for all costs relating to the production and broadcast of such Third Tier Television Rights and Learfield shall retain all revenue generated from the Third Tier Television Rights and such revenue will be included in the calculation of AGR. Subject to the provisions of Section 4.2 below, these Third Tier Television Broadcasts shall be aired live or with a reasonable tape-delay as agreed with University. The live televising of home football and basketball games shall be at the discretion of the University

based on ticket sales and sell-out policies and the University shall have the right, in its sole discretion to request a tape-delay broadcast of any home game accordingly.

B. Notwithstanding anything herein, Learfield agrees that BRONCOVision shall be the exclusive video streaming venue for all University home and away events, unless and until agreed otherwise with University. Learfield or the applicable television broadcaster shall be provided a link to BRONCOVision from its applicable website.

C. University Promotional Time. Learfield shall provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments during broadcasts of the game of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year to the greater of the amount it had received historically during the 2008 - 2009 Athletic Year, and as required in the contract between Belo Corporation (KTVB Media Group) and University dated June 30th, 2005 ("Existing TV Contract") a copy of which was provided to Learfield as part of the RFP, or two (2) thirty (30) second spots for University institutional (rather than Athletics) promotional matters only. Learfield shall also provide University with, or shall procure for University, promotional air time in kind and other marketing and promotional commitments on the flagship station(s) outside of game broadcasts of a level no less than provided to University for its own use (rather than its sponsors' use) historically during the 2008 - 2009 Athletic Year.

D. Learfield shall record all television broadcasts and shall provide University with a copy of all broadcasts and programs created hereunder. All rights in and to the television broadcasts and programs shall cease at the expiration of this Agreement and shall revert to University.

E. University shall be considered the copyright owner of, and be entitled to receive all copyright royalty fees in any form allowed by law attributable to, the use or broadcast of the sporting events, preview shows, coach's shows and other programming produced by or on behalf of Learfield hereunder and University shall be entitled to all royalties, fees or other income (excluding, however, any sponsorship or advertising income, which shall be shall be included in the AGR as hereinafter defined) which may be attributable to the use of said broadcast material and recordings and Learfield will provide any assistance needed by University to implement any use of said material other than by television transmission.

F. University shall own the copyright of and in all broadcasts (live or delayed) and recordings of events or shows covered by this Agreement. Notice of the University copyright shall be included as part of every event broadcast made pursuant to this Agreement. The notice shall consist of the symbol "©" or the word "copyright" followed by the year that the event is first broadcast and the name "Boise State University" in every broadcast or medium of delivery.

2.7 Miscellaneous Terms Applicable to Coaches. Subject to the coaches' pre-existing contractual sponsorship obligations, University will require its coaches to cooperate with Learfield should Learfield need to obtain an endorsement that is beneficial in promoting the University's Athletic program and maximizing the income from the rights granted under this Agreement; nevertheless, Learfield acknowledges that coaches shall not be required to endorse a particular product. University will use its best efforts to prevent its coaches from participating, directly or indirectly, in the endorsement of any product or service that competes with the products or services offered by Learfield's sponsors. Except as set forth herein, and subject to each coach's contractual obligations to University, University will require its coaches to cooperate with Learfield to accommodate reasonable requests of Learfield for its sponsors (such as special appearances, autographs, and letter-writing). Any coaches' endorsements by Learfield must conform to University, WAC, PAC 10 (wrestling only), or any other conference to which University is affiliated during the Term and NCAA rules and guidelines.

2.8 Video/DVD Rights. If Learfield and University mutually agree that a season ending or other highlight audio-visual program (being video, DVD and/or other audio-visual medium as agreed with University) (together defined as "Video Program") is warranted for a particular University team, Learfield shall, at its expense, produce or cause to be produced and sell or cause to be sold, such Video Program at Learfield's cost and Learfield shall retain all of the revenue derived therefrom provided that the Net Revenue (gross revenue in excess of the cost of producing and selling the Video Program provided such costs and/or budget have been agreed with University and if the costs and budget are in line with any other Comparable Learfield Schools, University shall not withhold approval.) shall be considered part of the

AGR. University shall approve the content and artwork of any and all Video Programs.

2.9 Athletic Internet Site and Internet Video Streaming and e-Commerce.

A. While University will control and produce the University's official athletic website, University hereby licenses Learfield the exclusive rights to all sponsorship revenue generating opportunities which now or in the future may exist on the University's Official Athletics Website ("OAS") (http://broncosports.com), including, but not limited to, all rights to sell sponsorships in the form of company logos and messages on University's OAS, audio streaming of sponsorship messages and direct internet access to other websites as well as all other sponsorship opportunities which now or in the future may exist in the future on the OAS. All resulting gross revenue derived by Learfield from these rights shall be added into the calculation of the AGR. All other rights relating to the OAS, including but not limited to audio and visual streaming, subscription member services, fundraising, auctions, merchandising, ticket and event revenue and editorial content shall be retained by University. University shall be responsible for providing editorial content on the OAS. Notwithstanding anything contained in this Section 2.9 to the contrary, Learfield acknowledges that the University presently has an existing relationship with Jump TV (host of the OAS) and until and unless such relationship is terminated, Learfield shall not have the right to manage, produce or further develop the OAS unless separately agreed with University. However, University will provide Learfield with the opportunity to have input on decisions regarding the OAS but shall not be obligated to implement Learfield's suggestions. Upon termination of University's agreement with Jump TV, University, with input from Learfield, shall have the right to select Jump TV's successor but University shall not be obligated to grant such rights to Learfield. In the event that Learfield is granted the right to manage the OAS and/or the audio or video streaming,

Learfield shall negotiate the contract with an appropriate website hosting company and pay the then applicable hosting fee for the OAS ("Hosting Fee"). The Hosting Fee shall not be deducted from the Guaranteed Royalty Fee set forth in Section 4.1 and the resulting revenue shall be treated separately from the AGR hereunder.

B. Learfield shall have the exclusive right to publish and distribute an Official Sports Report ("OSR"), daily e-mails of up-to-date and unique news to University fans and constituents. To assist Learfield in its marketing and distribution efforts of the OSR, subject to the applicable data privacy laws and at Learfield's cost, University agrees to distribute such OSR and other Learfield news to its database or e-mail addresses of season ticket holders, and individual game ticket purchasers, athletic department donors and boosters. University will use reasonable efforts to have such OSR distributed to the database or email addresses of the University's alumni association. Learfield acknowledges that University does not control the University alumni association's database or email addresses and that Learfield will be responsible for any costs associated with such distribution.

2.10 Game Program and Schedule Card Production and Sponsorship Rights.

2.10.1 Football; Men's and Women's Basketball. Learfield shall have the exclusive right to print, publish, distribute and sell sponsorship space in football, men's and women's basketball programs (or similar game day publications) for all home games and matches played by University and those designated as home games or matches although played or conducted on a neutral site, during its regular seasons and schedule cards for the other sports (collectively the aforementioned programs and roster cards are referred to herein as "Game Publications"). 2.10.2 Matters Relating to All Programs. All costs of printing and distributing all athletic game programs will be the responsibility of Learfield. The quality

and quantity of the game programs will be not less than what has historically been produced by or on behalf of University on a per-game basis for University based on sales demand and no less than the quantity and quality specified in Attachment B of the RFP. University shall be responsible for providing all written content and editing thereof that is required for each Game Publication and will work with Learfield to determine the design of Game Publications and in some instances will be responsible for design elements of the Game Publications. University retains final control of all content and design of its Game Publications but will not have control over sponsorships in Game Publications which control will belong exclusively to Learfield, provided that University has agreed to the percentage of space in the respective Game Publication made available to the sponsors in aggregate. University shall be responsible for supplying Learfield or its printer with Game Publication content not less than 30 business days prior to a Game Publication's publication for "static" pages and not less than five (5) business days for "change" pages. Learfield will provide University with a mutually agreeable reasonable number of complimentary Game Publications, to be no less than five hundred (500) copies in respect of football Game Publications and one hundred (100) in respect of the other Game Publications. University shall have the right to purchase at cost additional copies of Game Publications for its own use from Learfield. Learfield shall charge University no more than its actual printing cost in respect of such additional copies. In addition to the sponsorship revenue from Game Publications, Learfield will retain any game day vending revenue from Game Publication sales which shall be included in the calculation of the AGR. Learfield and University will review and mutually agree upon the sales price, quantity and format of the respective Game Publications for the upcoming season no less than once a year.

2.11 Sponsorship Signage.

A. Except as otherwise set forth in this Agreement, University grants Learfield the exclusive rights to sell sponsorships on all the existing as well as all the future permanent signage (electronic or otherwise) and temporary signage in all University athletic venues, including, but not limited to,

- Bronco Stadium
- Taco Bell Arena

B. If, during the Term, University decides to install new electronic or enhance existing electronic signage or install new videoboards or enhance existing videoboards at any of its athletic venues (collectively the "New Signage"), Learfield will have input into the New Signage in order that Learfield can manage the sponsorships which will result from the New Signage and Learfield will retain all revenue from the New Signage sponsorship sales where such New Signage was paid for out of the Capital Stipend and such revenue shall be included in the calculation of the AGR. If the University decides to install New Signage over and above that which is funded by the Capital Stipend, before so doing it shall agree with Learfield how it shall be funded and how the revenue shall be treated hereunder.

C. The above foregoing notwithstanding, University reserves the rights to utilize signage (electronic or otherwise) for such reasonable amounts of time as agreed upon by Learfield for pre-game, half-time, quarter breaks, game time-outs or post-game for University's need to promote University sports, the University or University events or accomplishments, or athletically-related activities as deemed reasonably necessary by University but in no event for any commercial underwriting or commercial sponsorship or advertising of any kind, other than for the University Bookstore and for hotel and automobile

lease/transport trade partners as agreed with Learfield, and subject to the provisions of Section 6.1 of this Agreement, in any event to be no more than historically provided to University Bookstore and such hotel and automobile lease/transport trade partners during the 2008 - 2009 Athletic Year.

2.11.1 Athletic Venue Sponsorship Rights. The specific athletic venue sponsorship rights will include, but not be limited to, the following signage:

Bronco Stadium ("Stadium"):

- Main scoreboard permanent panels
- Main scoreboard tri-vision panels
- Fascia signage
- Field level signage and banners
- Façade, Tunnel and Concourse Signage
- On-field logo, with University's approval and provided that this does not adversely affect the turf
- Message Center Displays
- Promotions that involve sponsors at all events, provided that the University has agreed to such promotions
- Press conference backdrops
- Coaches' headsets
- Football goal post pads
- Exterior marquee and signage
- Video board features, promotions, replay swipes, PSAs and billboards
- Digital signage (when available in the future)

- Sound system cover
- Concession signs
- Cold air balloon signage
- Temporary signage
- Television monitors (Bronco Vision)
- Field Goal Nets (if such nets can be installed without detriment to spectators view and without damage to the track and field facilities)
- Virtual signage during telecast (subject to any rights retained by the WAC/ESPN)
- Sideline Cooling Systems
- Sideline Equipment Crates
- Sideline employees (e.g., chain crew, managers, etc.) clothing and equipment, as permitted (i) by the University's agreement with Nike or the applicable apparel contract at that time and (ii) the applicable Conference rules.
- Cup Holders, if available
- Other opportunities as approved by University

Taco Bell Arena Signage:

- Rights to the center hung scoreboard signage
- Rights to the University's main scoreboard and panels and auxiliary boards
- Rights to the University's LED displays, if available in the future
- Scoreboard, fascia and vormitory displays
- Scorers' table, press row and baseline table advertising panels (rotational, digital, or static)
- University and opposing team bench chair backs and kick plates

- Message center displays
- Video advertising displays
- Basketball goal posts padding
- Basketball backboard supports (goal profile)
- Team entry canopies/signage
- Playing surface logo opportunities, as approved by the University
- Shot clock advertising panels
- Suite Signage
- Virtual signage during telecast
- Courtside, rotational and permanent signage
- End wall permanent and rotational signage
- Upper corner sponsor panels
- Mezzanine permanent and rotational signage
- Exterior marquee and signage
- Temporary signage and displays
- Static signage opportunities that either currently exist or which Learfield may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Concession, concourse and lobby displays
- Plastic souvenir cups and concession (food) containers subject to University's existing arrangements with its pouring rights partner and/or concession provider
- Courtside employees, not to include scorer's table personnel (e.g., ball boys, managers, etc.) clothing and equipment as permitted (i) by the University's

agreement with Nike or the applicable apparel contract at that time and (ii) the applicable Conference rules.

- Scoreboard signage in the practice area
- Blimp signage
- Profile Signage (on top of basket supports)
- Other opportunities as approved by University

All Taco Bell Arena signage sponsorship must be subject to the existing agreement between the University and Taco Bell primarily that sponsorship shall not be sold to a competitor of Taco Bell. Furthermore, such sponsorship shall be in respect of athletic events only and sponsors shall acknowledge that their respective signage may be covered or obscured at a non-Athletic event and/or at an athletic event that is not controlled by University such as a NCAA tournament. Learfield acknowledges that University has a separate arrangement with Taco Bell Arena and therefore agrees to consult with University with regard to all Taco Bell Arena signage and inventory and rights granted therein. Notwithstanding the foregoing sentence, the Taco Bell Arena Signage referred to above, shall be available to Learfield in accordance with the terms of this Agreement.

Other Sports Venues:

- Main scoreboard ad panels
- Any sideline and end-line advertising panels
- Message center displays
- Video advertising displays
- Public address announcements

- University and opposing team dugout and bench signage
- Temporary or permanent playing surface logo opportunities
- Static signage opportunities that either currently exist or which Learfield may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Temporary signage and displays for special events
- Plastic souvenir cups and concession (food) containers subject to University's existing arrangements with its pouring rights partner and/or concession provider
- Other opportunities as reasonably approved by University
- Press Backdrop

Any signage other than the aforementioned signage shall be subject to consultation with University and further subject to the provisions of Section 1.3 above in respect of Additional Rights and/or Material Inventory Alteration.

For the avoidance of doubt, marketing, merchandising, sponsorship, signage, media and commercial rights for events on or within University's facilities that are hosted by other third party organizations or organizations within University that are not related to the Athletic Department, are excluded from this Agreement. Learfield may not enter into contracts with sponsors that prevent University, its Alumni or the University Foundation, from contracting with competitive sponsors for non-University Athletics events, regardless of where the events are held. Furthermore, where University shares facilities with a third party, for example the softball field, the rights granted herein shall only apply Athletic Department events.

2.11.2 Existing Message Board, Videoboard Rights, and Public Address Announcements. University grants Learfield the exclusive rights to secure sponsors for announcements, messages and videoboard displays on existing public address, electronic ribbon boards, scoreboards or videoboards including, but not limited to, out of town scores, trivia, statistics, features, segments, replays, commercial logo branded messages and contests. University will provide Learfield and its sponsors the necessary reasonable production and execution support needed for such announcements and messages at no cost to Learfield. The amount of necessary production and execution support provided will be reasonable and commensurate to that amount provided by University for University sponsors in the past. Any production and execution support over and above these reasonable amounts will be billed to Learfield by University at prevailing rates.

2.11.3 Maintenance of Sponsorship Signage, Message Boards and Videoboards. Learfield shall be responsible for all costs and expenses relative to any copy or art changes for replacement of existing signage. University will be responsible for the maintenance of both the existing and any new permanent signage and equipment, including the videoboards, rotating signage and static signage. University will also be responsible for payment of the game-day video board production charges. University will use all reasonable efforts to ensure that all such signage will be repaired in a timely manner in order to make such signage fully functional and operational.

2.11.5 New Inventory Items. It is understood and acknowledged that from time to time University may wish to install new items or upgrade existing items which are capable of adding to the inventory available under this Agreement or enhancing the existing inventory ("New Inventory Items"). All of the New Inventory shall be marketed and sold exclusively by

Learfield and the Net Revenue received by Learfield from any New Inventory Items shall be included in the calculation of the AGR each year, provided that such costs have been mutually agreed with University. Notwithstanding the foregoing, if any New Inventory Items are paid for by the University from funds other than the Capital Stipend, University and Learfield shall first agree how such New Inventory Items are to be funded and whether any of the increased revenue is to be paid directly to University to compensate for the expenditure over and above the Capital Stipend.

2.11.6 Temporary Signage. University, at no additional cost or expense, agrees to help facilitate Learfield obtaining the exclusive rights to sell or create temporary signage opportunities at University games or events which occur at a neutral venue. Any such temporary signage shall be paid for, erected, maintained and operated at the sole cost and expense of Learfield. All of the revenue received by Learfield from any temporary signage shall be included in the calculation of the AGR each year.

2.12 Promotional Items and Events. Throughout the Term, University grants Learfield the exclusive rights to the following promotional items and events:

2.12.1 Printed Promotional Item Rights. Learfield will have the exclusive right to sell sponsorships on all University printed promotional items relating to Athletics including, but not limited to, team rosters, ticket backs, parking passes, roster cards, ticket applications and mailer inserts, ticket envelopes, posters, sports calendars, fan guides, trading cards and schedule cards ("Printed Materials"). University and Learfield will mutually agree on an annual basis upon the sponsors, content and amounts of Printed Materials. However, the quantity (numbers produced) and quality will be no less than was being produced by or for University historically unless and until such Printed Materials can be replicated in all or in part

electronically e.g. electronic ticketing and such advertising space is no longer available. University will be responsible for the design of Printed Materials. Learfield shall provide the sponsors logos and materials together with the necessary rights for University to reproduce such logos and materials in a format and timeframe as reasonably requested by University as needed to produce the Printed Materials in a timely manner. The cost of printing the Printed Materials will be at a level consistent with the historical cost and will be the responsibility of Learfield and shall not be deducted from the AGR.

2.12.2 Game Sponsorship and Promotional Sponsorship Rights. Learfield will have, at a minimum, the right to secure sponsors for pre-game, game "time-outs", half-time, and quarter breaks sponsored promotional activities and special game day on-field and on-court promotions or contests as well as official game sponsorships. University reserves the right to use, at no cost and expense to Learfield, a reasonable amount of time to be agreed upon by Learfield during any pre-game, game "time-outs", half-time, and quarter breaks for University's need to promote University's fundraising efforts, development projects, sports, upcoming University events or accomplishments, subject to Section 6.1 of this Agreement, the University Bookstore and such hotel and automobile lease/transport trade partners or athletically related activities. Promotional activities may include, but are not limited to, premium item giveaways, fan contests on the field, floor, or in the stands, sponsored entertainment acts, product samplings, inflatables, games, temporary signage, couponing and free product distribution and product displays; provided, however, this is not intended to exclude approved University student organizations' fundraising activities and other similar on-field/on-court recognition which do not have any commercial endorsement which in all events is strictly prohibited. By the first day of December of each year, Learfield will coordinate and

discuss with University an annual game/event promotions sales plan for the following athletic year. University will provide Learfield with all reasonable assistance in the sponsorship, promotions and implementation/facilitation as needed during these game-related activities. At University's reasonable request, Learfield will respect the University's environmental sustainability efforts and other applicable mission goals and/or policies when entering into promotional activities.

2.12.3 Game Day Hospitality Rights.

A. Learfield shall have the exclusive rights to all corporate hospitality tents and group ticket sales related to corporate hospitality tents ("Hospitality Rights"). The Net Revenue, if any, derived from Hospitality Rights shall be included in the calculation of the AGR. Learfield shall be responsible for payment of costs associated with Hospitality Rights, subject to sub-section B below.

B. Hospitality Tent. University shall provide to Learfield, at no cost to Learfield, space for hospitality tents or any alternative facility for its clients at all University home football games as well as all football games played at a neutral site if University is designated as the home team and as the home team retains such rights. In all instances, University shall approve the location of the Hospitality Tent or alternative facility. The current hospitality area is the Keith & Catherine Stein Plaza by the Caven-Williams Sports Complex.

C. Learfield acknowledges and agrees that the activities of the University Alumni Association are excluded from this Agreement. The Alumni Association may host corporate hospitality and/or tailgate events which may be sponsored provided that these are held off-campus. The Alumni Association is currently located on University Drive but not on University owned land.

2.12.4 Fan Festival Rights. In addition to those rights described in Section 2.12.2, Learfield shall have the exclusive right to sell sponsorships, sponsorship packages (including tickets, meal and beverage vouchers) and corporate involvement for any existing interactive fan festival or related activities, that it creates with the approval of the University, such approval not to be withheld unreasonably, as well as those that University creates in the future with Learfield's approval, not to be withheld unreasonably. The Net Revenue from such events shall be included in the calculation of the AGR. The following are examples of at-event impact sponsorship inventory which will be available throughout the Term exclusively to Learfield but such examples are not intended to be the only available inventory:

- Product displays
- Sampling, couponing and free product distribution to fans attending University events
- Title and/or rivalry sponsorships of University Athletic events
- Presenting sponsorships of University Athletic events
- Pre-game post-game, half-time and timeout in-arena/stadium, on-court/field promotions, contests, mascot appearances, corporate recognition/presentations, and/or giveaways
- Plastic souvenir cups and concession (food) containers, subject to University's existing arrangements with its pouring rights partner and/or concession provider.
- Mascot/Cheerleader appearances
- Inflatables/games
- Kid's Club sponsorships (subject to the existing arrangements between University Athletics Department and University Bookstore)
- Varsity team tournaments and special events

- Ancillary entertainment opportunities such as half-time shows, etc.
- Midnight Madness-type events

For the avoidance of doubt, nothing herein shall prevent University from offering such events, without sponsorship, and on consultation with Learfield if such event involves a third party company for example a licensed merchandise retailer, and any revenue shall not be included in the calculation of the AGR.

2.12.5 Licensing Opportunities & Retail Promotions. Commensurate with historical broadcast and sponsorship agreements, and subject to existing licensing agreements, University grants Learfield the right to use University's name, trademarks, service marks, logos or symbols as identified at Schedule 2.12.5 on a royalty free basis to Learfield and its sponsors with regard to any promotions, sponsorships, commercial endorsements, or any other marketing activities covered in this Agreement; provided, however, that (i) University has approval, not to be unreasonably withheld or delayed, of all artwork produced by Learfield and/or sponsors, media partners and other third parties with whom Learfield contracts in accordance with this agreement, that bear the University's name, team name and/or other trademarks including University's logos, the blue field and other indicia that identify the University such as the college colors of blue and orange and the mascot and (ii) Learfield agrees that the sale or distribution of University logo bearing merchandise by Learfield or a sponsor is prohibited unless such merchandise is acquired through a supplier licensed by the University or the University Bookstore, and all such merchandise or designs shall have first been approved by the Director of Trademark Licensing, such consent not to withheld unreasonably. For the avoidance of doubt, no party is permitted to sell product or services on

University campus except through the University Bookstore without University approval. If a sponsor wishes to distribute a product or service on University campus, whether as a giveaway or for a fee, Learfield shall first consult with University and University shall have right of approval over such distribution, not to be unreasonably withheld. Learfield shall have the right to offer to sponsors the ability to enter into retail promotions, which make use of a University logo, such as using the University logo in point of sale materials ("Specific Sponsorships"). Learfield shall have the right to sell Specific Sponsorships throughout the Term of this Agreement and shall consult with University in respect of the same. The style and presentation of the Specific Sponsorship shall be submitted in writing or via email to the Director of Trademark Licensing for approval. If Learfield does not receive an approval or non-approval within seven (7) business days of its submission, the style and presentation of the Specific Sponsorship will be deemed approved by the University.

Learfield and those Learfield sponsors of University will have the right to use tickets in their retail promotions and all their projects which are related to Learfield's rights under this Agreement. Subject to the Exclusions and Excluded Sponsorships referred to in sections 3.9 and 3.10 respectively, the Parties agree not to allow the use of athletic event tickets for promotional purposes that specifically compete with Learfield's sponsorship sales efforts ("Restriction") by all other parties without the approval of University and Learfield, not to be unreasonably withheld. To the extent possible, University agrees to place an appropriate notice on all athletic event tickets in order to give effect to the Restriction.

2.13 Rivalry Series. The Parties will cooperate in the development of additional promotional marketing opportunities, including, but not limited to, the right to market and/or create one or more corporate-sponsored rivalry series for all athletic events. Specific details of

any new rivalry series events will require the approval of the University in its sole discretion.. Any rivalry series which is created by Learfield as well as all neutral site games whose rights belong to University and not the other team shall be Learfield's rights on an exclusive basis, including sponsorships, game sponsorships, print rights and all other promotional items. Notwithstanding the foregoing, and subject only to reciprocal rights granted to the rival school, University shall retain all rights in and to, including merchandise rights, the Rivalry Series which shall continue beyond the Term. As part of any future agreement for a neutral site game whose rights belong to University, University will not permit the solicitation of any University/Learfield client in a major sponsorship category (including, but not necessarily limited to, telephone, insurance, banking, and automobile), and will not permit the solicitation of any competitor of Learfield client in a major sponsorship category, for a title sponsorship and secondary or "presenting" sponsorship.

2.14 Relocation of a University Home Game. If during the Term, one of the University's home football games is moved to a neutral location or to the visiting team's location ("Displaced Game"), a fair and equitable reduction in the Guaranteed Royalty Fee and a corresponding adjustment to the Revenue Share Hurdle amounts shall be negotiated in good faith by the parties in recognition of the sponsorship revenue affected which results from a Displaced Game; provided, however, if the Displaced Game is replaced in the same season with another home game involving another team in the University's conference or a team which is comparable in stature, national prominence of its program or national ranking to the team which is involved in the Displaced Game or a team which is a traditional rival of University, then there shall not be any reduction in the Guaranteed Royalty Fee or any increase in the Revenue Share Hurdle Amount.

3.1 Tickets and Parking Passes. Throughout the Term, University shall provide Learfield, at no cost to it, the number of tickets and parking passes specified in Schedule 3.1, which shall be no less than the same historical number of season and individual tickets in the same or better historical locations to football, men's and women's basketball games and other University intercollegiate games which were provided or allocated to sponsors, as well as TV and radio broadcast providers and rights holders, for the 2008 - 2009 Athletic Year. Said tickets and parking passes shall be of the same or better quality as to locations previously provided by University. In addition, Learfield shall have the right to purchase additional tickets from University, if available, the quality of which will be based upon availability and the tickets afforded the highest level of donor status by University ("Additional Tickets"). The price for the Additional Tickets shall be the lowest available price charged by University for the same quality of ticket together with the associated Bronco Athletic Association fees and any other dues required for third party purchase of the applicable tickets. Learfield shall have the right to purchase additional parking passes from University, if available, at the lowest available price charged by University. .

During each year of the Agreement, University will provide Learfield the right to purchase up to 200 bowl game tickets; 24 men's and women's WAC Conference Basketball all session tournament tickets; 30 men's and women's basketball NCAA first- and second-round tickets; 30 NCAA men's and women's regional tickets; and 50 Men's and Women's Final Four tickets, provided that University is participating in the applicable game. The quality of the tickets allocated to Learfield will be proportional to the quality of the total tickets made available to University. If, for example, one-third of University's tickets are in the lower level

of the WAC Tournament, one-third of Learfield's allocation of tickets will be in the lower level, as well. University will provide parking passes at cost to Learfield on an "as available" basis. In addition, University will provide at no cost to Learfield, four (4) VIP parking passes to all University athletic events (football passes are for reserved spots) and two VIP reserved spots through the University's Club seat program for football. Notwithstanding the foregoing, University shall be able to give away tickets in return for operational services provided to University and other trade provided that such activity does not impinge upon the sponsor rights granted to Learfield hereunder.

3.2 **No Existing Agreements**. University represents and warrants that it has not executed any advertising or sponsorship agreements, which extend past the 2009 - 2010 Athletic Year. If there are any advertising or sponsorship agreements which extend beyond the 2009 – 2010 Athletic Year, including the St. Luke's-Idaho Elks Agreement, such agreements and the revenue therefrom shall belong to Learfield, excluding the Boise Office Equipment Agreement which University will not renew or extend and will receive the revenue therefrom through June 30, 2011. Except for the Boise Office Equipment agreement through the 2010 – 2011 Athletic Year only, any revenue that University receives from an advertising or sponsorship agreement which extends past the 2009-2010 Athletic Year shall be paid to Learfield by University, failing which, the amount of such revenue shall be deducted from the Guaranteed Royalty Fee.

3.3 Credentials; Parking and Travel:

University will also provide all-access credentials and parking on all game days for Learfield's staff members and, from time to time, members of its senior staff.

A. To the extent that there are seats and sufficient capacity, and subject to

University's head coach's approval, University will pay for the travel expenses for Learfield's radio crew (consisting of 3 persons) on the team's charter to such away football games in which University's teams appear but Learfield will be responsible for the broadcasting crew's hotel, per diem, and if applicable, commercial airline or vehicular travel, expenses. Learfield shall use best efforts to ensure that such radio crew comply with University's policies and guidelines with respect to their attendance on such charter and University reserves the right to prohibit such radio crew from such charter flights if the radio crew does not follow the University's policies and guidelines. If available, University will further provide Learfield with space on any chartered aircraft carrying University's football team for up to four (4) persons and a Learfield staff member for Learfield's client development, provided that all such persons shall comply with University's policies and guidelines with respect to their attendance on such charter. University shall charge Learfield for such seats at cost.

B. Notwithstanding anything hereunder, all seats on any charter flights shall be subject to University's approval and subject to University's operational needs and also the respective coach's approval.

C. Learfield shall be responsible for all costs in association with the broadcasting crew including hotel, per diem, commercial airline or vehicular travel, expenses for all other games.

3.4 Office Space. University acknowledges and agrees that Learfield's performance under this Agreement and the resulting benefits to University will be better enhanced if Learfield is provided office space on the campus of University, preferably near or within University's Athletic Department. University will provide appropriate office space and the use of existing office furniture in a University athletic facility to Learfield during the Term of

the Agreement ("Leased Premises") at no additional cost to Learfield. Any changes or enhancements relative to the Leased Premises and furniture therein shall be at the sole cost and expense of Learfield, and shall be at the prior written consent of University. The Leased Premises shall be of a size and quality to accommodate four (4) full-time Learfield employees and one intern. Learfield may hire additional personnel in consultation with University. University will establish telephone and internet access to Learfield in the Leased Premises at no cost to Learfield; however, Learfield will be responsible for reimbursing all related charges other than the set up fees including but not limited to the monthly charges and long distance toll charges. In addition, Learfield will be responsible for paying for out-of-pocket expenses such as office supplies. University will pay for all utilities relating to the Leased Premises. If Learfield needs to expand its staff to carry out its responsibilities under this Agreement, subject to availability, University shall use its best effort to provide Learfield additional office space, rent-free, to accommodate such need in reasonable proximity to Learfield's Leased Premises, or in different space large enough to accommodate all of Learfield's needs. Learfield shall comply with all labor laws and regulations as specified further in section 8.20 below.

3.5 Efficient operation. Except as otherwise provided in this Agreement, Learfield will furnish all labor, management, supplies, and equipment necessary to fulfill its obligations herein; provided, however University will provide non-financial assistance for sponsorship fulfillment and execution at no expense to Learfield (such as the implementation of an on-field or on-court contest during pre-game, halftime or a time-out, provided that such assistance required is reasonable and within University's staffing capacity). Learfield shall provide the necessary number of staff personnel as are reasonably required for Learfield to

perform its obligations under this Agreement. It is anticipated that Learfield will require four (4) staff personnel including a General Manager with at least 7 years of applicable experience. University shall have the right to approve the General Manager, which approval will not be unreasonably withheld so long as the General Manager has sufficient prior experience to carry out his duties and responsibilities and shall be consulted in respect of all staff to be hired by Learfield to work for Bronco Sports Properties.

3.6 Permits. Learfield will be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent University rules and policies and municipal, county, state and federal laws, and will assume liability for all applicable taxes including but not restricted to sales, income and property taxes.

3.7 Successful Performance. Recognizing that successful performance of this Agreement is dependent on mutual cooperation between the Parties, Learfield will meet periodically with University to review Learfield's operations pursuant this Agreement and make necessary adjustments. Learfield will at all times recognize that University is a State university and Athletics is only part of the institution and therefore, Learfield will take this fact into account as part of its mutual cooperation with University.

3.8 Blogs. University acknowledges and agrees that it is the exclusive right of Learfield to provide ongoing, regular and real time coverage of University athletic events which not only includes the game itself but also includes pre-game, half-time, quarter breaks and post-game broadcasts ("Game Coverage"). University further acknowledges that the right to provide any type of commercial sponsorship or promotion in such "game coverage" on a blog or other similar means which features, describes, includes or discusses any University team in action as it occurs or "Game Coverage" (including any pre-games, half-time, quarter

breaks or post-game) is an exclusive right belonging solely to Learfield ("Blog Sponsorship".) This Blog shall be made available on University's OAS and nothing herein shall prevent University from writing its own blog(s) provided that no University written blog relating primarily to Athletics may contain any type of commercial underwriting or commercial sponsorship or advertising of any kind. If either University or Learfield become aware of any third party blog which includes blog or blog-type Game Coverage or Blog Sponsorship or a blog which violates the Conference Policy (collectively a "Violating Blog"), University will act reasonably to attempt to arrive at a satisfactory solution to eliminate the Violating Blog. Notwithstanding the foregoing, failure by University to eliminate a Violating Blog shall not be considered a material breach of this Agreement.

3.9 Exclusions. Learfield acknowledges that none of the revenue associated with the agreements as referenced in Schedule 3.9 to this Agreement ("Excluded Agreements") shall belong to Learfield; provided, however, Learfield shall have the right to pursue and sell to those Excluded Agreement parties additional sponsorship opportunities not specifically covered by the terms of the Excluded Agreements.

3.10 Excluded Sponsorships. Notwithstanding anything contained in this Agreement to the contrary, Learfield agrees that it shall not sell the following categories of sponsorship or sell any advertising right to any company that engages in the following businesses throughout the Term of this Agreement, unless otherwise agreed to by University, which approval may be withheld in University's sole discretion for no reason:

- Gambling (except the State authorized lottery). Establishments which provide gambling but also have other recognized sources of income such as a spa and resort are permissible sponsors so long as the sponsorship makes no reference to

the gambling aspects of the establishment.

- All Liquor (except that television broadcasts may include paid for advertising, but not sponsorship, from malt beverage or wine companies)
- Prophylactics
- Feminine hygiene products
- Tobacco products
- Sexually explicit materials.
- Adult entertainment
- Religious and/or political materials
- Ammunition and firearms
- Competitors of University which for purposes of this Agreement shall be limited only to other higher education institutions or competitors of the University Bookstore/Bronco Shop being including but not limited to bookstores and fan stores such as the Blue & Orange Store.
- Material that could be considered defamatory, obscene, profane, vulgar or otherwise socially unacceptable or offensive to the general public or may cause harm to student-athlete health, safety and welfare
- Advertising that may bring discredit to the purposes, values, principles or mission of the NCAA or University or may negatively impact the interests of intercollegiate athletics or higher education.

Learfield agrees that in exercise of its rights granted hereunder, it shall ensure that any advertising, sponsorship or other representation of the University shall be mindful of and

consistent with the good image, message and reputation of the University. Furthermore Learfield shall use reasonable efforts to ensure that all sponsors, advertisers, media partners and other parties with whom Learfield enters into arrangements with in accordance with the terms of this agreement, shall be mindful of and consistent with the good image, message and reputation of the University and that promotion or recognition of such third party will not materially distort or impair the presentation and image of the University, its Athletics program and the respective teams.

4.1 Guaranteed Royalty Fee. As payment for the rights licensed under this Agreement, Learfield will pay University a Guaranteed Royalty Fee in such amounts as set forth below. The Guaranteed Royalty Fee described below is based upon all of the following assumptions being completely accurate (collectively the "Assumptions"): (a) that at a minimum, the inventory available to Learfield for sponsorship sales shall be not less than the inventory which was available for sponsorship sales for the 2008 - 2009 Athletic Year and will include all the signage inventory available in the Taco Bell Arena including the signage sold to Cactus Pete, Jiffy Lube, Chevron and the Boise Airport ("Base Sponsorship Inventory"); (b) all of the exclusive rights described under this Agreement are available to Learfield throughout the Term; (c) all of the historical sales information provided by University to Learfield is accurate and the amounts set forth in the agreements between the University and its sponsors and advertisers are collected in full by University; and (d) except for the Excluded Agreements (but not the Boise Office Equipment Agreement), there are no advertising or sponsorship agreements which extend past the 2009 – 2010 Athletic Year. If any or all of the Assumptions do not occur, are not accurate or do not remain in effect for the entire Term of the Agreement,

then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee, save that in the event that the Assumptions in sub-paragraph (a) or (c) above are not accurate the Guaranteed Royalty Fee will be adjusted downward on a dollar-for-dollar basis accordingly. If the Base Sponsorship Inventory or elements are materially reduced or eliminated, University will either replace inventory or alleviate those issues specifically identified by Learfield in writing associated with such inventory to Learfield's reasonable satisfaction failing which the Guaranteed Royalty Fee will be adjusted downward on a dollar for dollar basis. All Guaranteed Royalty Fees owed by Learfield shall be paid one-half on December 31 and one-half on June 30 of each Athletic Year with a final distribution of any income derived through the agreed AGR formula or other adjustments made on or before August 31st of the following Athletic Year.

Athletic Year	Guaranteed Royalty Fee
2010 – 2011	$2,135,000*
2011 – 2012	$2,260,000
2012 – 2013	$2,335,000
2013 – 2014	$2,410,000
2014 – 2015	$2,485,000
2015 – 2016	$2,560,000
2016 – 2017	$2,635,000

If the University exercises its option for each Extended Period, the Guaranteed Royalty Fee for each Extended Period shall be as follows:

2017 – 2018	$2,710,000

* This amount reflects a $50,000 reduction to accommodate the University's retention of that amount from the last year of the University's contract with Boise Office Equipment.

2018 – 2019	$2,785,000
2019 – 2020	$2,860,000

4.2 Reduction to Guaranteed Royalty Fee. Notwithstanding anything contained in this Agreement to the contrary, a fair and equitable reduction in the Guaranteed Royalty Fee Payment will be agreed upon by Learfield and University if any one or all of the following events occur and thereby reduce Learfield's revenue during the Term of this Agreement, which reduction will be negotiated in good faith by the Parties unless another manner of reduction is otherwise provided in this Agreement:

A. University's football, men's or women's basketball team incurs sanctions which prevent the team from appearing in conference championship games or post season conference tournaments, NCAA, or NIT tournaments (basketball) or playoff/bowl games (football):

B. The men's football, men's basketball or women's basketball program is eliminated or substantially curtailed; or

C. Should any acts of terrorism, acts of state or the United States, strikes, labor shortages, epidemics or any natural disaster, including, but not limited to, flood, fire, earthquake, tornado, hurricane or extremely severe weather condition, drought, loss of power, whether or not resulting from a natural disaster, prevent a University game being played at its originally scheduled athletic venue. However, the Parties recognize that it is preferred that University reschedule a game at a different date or time in an effort to keep the game as a home game instead of moving the location of the game to the visiting team's home venue or moving the game to a neutral venue; or

D. If Learfield is not permitted to sell any and all categories of sponsorships not specifically prohibited herein, or to sell to any and all sponsors other than those specifically

excluded herein, or to continue to sell all inventory managed or sold by Learfield at any time during the Term of this Agreement, or should the NCAA, the WAC or the University disapprove of any commercial inventory, category, or sponsor that had been previously allowed by the NCAA, the WAC or University for any reason other than compliance with policies, regulations and laws which existed as of the date of the RFP, and such disallowance results in a material deviation in the type, kind or quantity of inventory provided to Learfield and University fails, upon receipt of written notice from Learfield of such a deviation, to cure such deviation within sixty (60) days of such notice, in such case, and both parties have used best efforts to mitigate the material deviation, the University agrees in advance that, pursuant to Section 4.1, then University shall negotiate in good faith with Learfield for a fair and equitable reduction in Learfield's Guaranteed Royalty Fee based upon the amount of commercial sponsorship or sponsorship dollars that were lost due to the exclusion of said sponsor or inventory; or

E. All of the events described in this Section 4.2 and elsewhere in this Agreement which give rise to a reduction in the Guaranteed Royalty Fee are hereafter singularly referred to as an "Adjustment Event" and collectively as "Adjustment Events". Examples of Adjustment Events are:

- the NCAA eliminates malt beverage advertising and Learfield is able to show that it has been financially adversely affected by such decrease;
- the Base Sponsorship Inventory is reduced or adjusted;
- Learfield is prohibited from selling specific sponsorships which were sold by University at the same or higher historical levels; and
- a decrease in the number of games available through Third Tier Television

Rights from that which was historically available and Learfield is able to show that it has been financially adversely affected by such decrease.

Provided however that University exercising its approval rights shall not be considered an "Adjustment Event", unless it was an approval right that was not to be unreasonably withheld and University was unreasonable in its withholding of such approval.

4.3 Conference Change. Notwithstanding anything contained in this Agreement to the contrary, a fair and equitable increase in the Guaranteed Royalty Fee Payment may be negotiated in good faith and agreed upon by Learfield and University if University's men's football, men's basketball or women's basketball is moved to a conference other than WAC and/or the WAC becomes a BCS Conference during the Term of this Agreement.

5.1 Revenue Sharing. In addition to the annual Guaranteed Royalty Fee, Learfield will pay University, on or before August 31st of the following Athletic Year, 50% of collected Adjusted Gross Revenue ("AGR") that exceeds the Revenue Share Hurdle set forth below ("Revenue Share Amount"). Any amounts collected after August 31st of each Athletic Year will be added to the calculation of AGR for the applicable year and paid when collected. AGR is defined as collected gross revenue (defined as total cash revenue, billed and collected, , less agency commissions and third party rights fees such as NCAA or NIT related sponsorship fees) as well as all other direct out-of-pocket promotional costs such as tickets and client fulfillment expenses provided that all such costs have first been approved by University.

Athletic Year	Revenue Share Hurdle
2010 – 2011	$3,885,000
2011 – 2012	$4,035,000

2012 – 2013	$4,335,000
2013 – 2014	$4,445,000
2014 – 2015	$4,485,000
2015 – 2016	$4,635,000
2016 – 2017	$4,785,000

If this Agreement is extended for the Extended Period(s), the Revenue Share Hurdle Amount shall be as following during each Extended Period:

2017 – 2018	$4,935,000
2018 – 2019	$5,085,000
2019 – 2020	$5,235,000

Notwithstanding anything contained in this Section 5.1 or elsewhere in this Agreement to the contrary, if an Adjustment Event or Adjustment Events occur, the Revenue Share Hurdle amounts set forth above will likewise be adjusted to reflect the loss of revenue derived by Learfield under this Agreement. The amount of such adjustment shall be negotiated in good faith by the Parties.

6.1 Trade. In addition to the promotion benefits referenced in section 7.3 below, Learfield will use its best efforts to renew for University during each year of the Term up to the same amount of non-media in-kind-trade benefits in exchange for sponsorship rights which exists in the 2008 - 2009 Athletic Year which is valued at $150,000 ("Threshold Amount"). For the avoidance of doubt, University shall be responsible for any trade, including hotel and

automobile lease/transport trade whereby University exchanges tickets for goods or services in kind, but shall not give such partners any rights in inventory granted to Learfield under this Agreement other than that which has been provided to them historically and which shall be in consultation with Learfield. Learfield will also use its best efforts to secure during each year of the Term at least $150,000 of additional in-kind-trade benefits in exchange for advertising or sponsorship rights granted hereunder above the Threshold Amount ("Additional Trade Amount"). The Threshold Amount and the Additional Trade Amount shall be referred to herein as the "Total Trade Amount". University shall have approval of all such trade agreements, which approval will not be unreasonably withheld. All trade must be for University's athletic marketing purposes only and will not be affected by any trade obtained by the University. Any in-kind-trade renewed or secured by Learfield will not reduce the amount of cash donations or contributions. Learfield reserves the right to substitute alternative inventory to current trade customers if those customers are otherwise displacing cash paying customers with University's approval, which approval will not be unreasonably withheld. In the event that Learfield does not obtain in-kind trade benefits for University of value up to the Total Trade Amount, University shall have the right to enter into in-kind trade agreements with third parties without further recourse to Learfield.

7.1 Extension Bonus.

(i) If University exercises all three (3) of its one year options to extend the Term of this Agreement to include the Extended Period, as set out in Section 1.1(i) above, Learfield will pay University an extension bonus in the aggregate amount of $500,000 once University exercises the third one year option, to be paid no earlier than July 1, 2017;

(ii) If University exercises one option for an extension of three years to extend the Term of this Agreement to include the Extended Period, as set out in Section 1.1(ii) above, Learfield will pay university an extension bonus in the aggregate amount of $500,000 on July 1, 2015.

7.2 Capital Stipend. Beginning August 31, 2011, Learfield will provide University with a capital stipend of One Million Dollars ($1,000,000) ("Capital Stipend"). Such Capital Stipend shall be payable ratably over the remaining Athletic Years of the Initial Term or as otherwise agreed with University, such approval not to be unreasonably withheld and consistent with both University and Learfield's goals to provide significant capital improvements to University Athletics' venues. University agrees that all of the Capital Stipend shall be expended by University toward its procurement of new University athletic venue sponsorship assets which will provide Learfield with additional sources of revenue opportunities and venue enhancements. By way of example, the Capital Stipend could be used by the University to help fund new video boards in the Stadium and/or in the Taco Bell Arena, or new scoreboards or LED or reader boards for football and basketball. All sponsorship opportunities with respect to all of these assets shall belong exclusively to Learfield and all revenue generated therefrom shall belong exclusively to Learfield and shall be included in the calculation of AGR. University agrees that Learfield shall have input into the final decisions regarding which new assets will be installed in which athletic venue with the Capital Stipend as well as input into the "value engineering" of the sponsorship elements associated with these assets. University agrees that it will use its best efforts to use the Capital Stipend to purchase (or assist in the purchase) of assets or inventory at the athletic venue which is sold out on a regular basis or where the inventory at an athletic venue is already maximized (only the

Stadium or the Taco Bell Arena).

7.3 Additional Incentives.

7.3.1 Outdoor Sponsorships. Learfield will provide University throughout the Term through Lamar Outdoor the same amount of billboard sponsorships historically provided to University during the 2008 - 2009 Athletic Year.

7.3.2 Radio Promotion. Learfield will provide University throughout the Term not less than the amount of radio promotion offered by the University's flagship station historically provided to University during the 2008 - 2009 Athletic Year.

7.3.4 Television Promotion. Learfield will provide University throughout the Term not less than the same amount of television promotion provided by television station KTVB historically provided to University during the 2008 - 2009 Athletic Year.

7.3.5 Print and Newspaper Promotion. Learfield will provide to University throughout the Term not less than the same amount of newspaper promotion provided by the Idaho Statesman and if possible, the amount of sponsorship currently provided by Yellow Pages and Impact.

7.4 DVD Guarantee: In consideration for the rights granted under section 2.8 above, Learfield shall pay to University a "DVD Guarantee". This DVD Guarantee shall be calculated by taking the average of the annual revenue received by the Athletics Department of the University in respect of its football DVDs for the football seasons 2005/06 through 2009/2010 excluding, however from the calculation, the highest annual payment and the lowest annual payment received during that time period ("Initial DVD Guarantee Amount"). Annual shall mean calendar year. In addition to the Initial DVD Guarantee Amount, if Learfield produces and sells a football DVD, Learfield shall pay University an additional payment, if

any, computed as follows: From the gross revenue collected by Learfield from DVD video sales there shall be subtracted therefrom the following: (i) approved production and distribution costs which shall be deemed approved if they are consistent with production and distribution costs incurred by Learfield or its Affiliates at other universities; and (ii) the Initial DVD Guarantee. University shall then receive 75% of the resulting amount, if any, and Learfield shall retain 25% of the resulting amount, if any. In no event however shall any of the revenue from DVD video sales be included in the calculation of AGR.

8.1 General Terms and Conditions. The terms and conditions contained in this Agreement will govern and will take precedence over any different or additional terms and conditions which Learfield or University may have included in any documents attached to or accompanying this Agreement, in the RFP and the response thereto or any letters between the Parties thereafter. Any handwritten changes on the face of this document will be ignored and have no legal effect unless initialed by both Parties.

8.2 Choice of Law, Forum Selection, Entire Agreement and Amendment. This Agreement will be construed under Idaho law (without regard for choice of law considerations). This Agreement and the Schedules attached hereto constitutes the entire agreement and understanding of the Parties and replaces any prior or contemporaneous agreement, whether written or oral, including, but not limited to the RFP. No amendments to this Agreement will be effective unless in writing and signed by the Parties. The State courts located in Ada County, Boise, Idaho, shall have exclusive jurisdiction over any disputes relative to this Agreement.

8.3 Assignment. Learfield may not assign any rights or obligations of this Agreement without the prior approval of University, which approval will not be unreasonably withheld. In the event of any assignment, Learfield shall remain responsible for its performance and that of any assignee. This Agreement will be binding upon Learfield, or its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement will be void. Notwithstanding anything contained in this Section 8.3 to the contrary, Learfield will have the right to assign this Agreement and its rights and obligations hereunder to an entity it either controls (owns more than 50%) or manages.

8.4 Termination. Either party may terminate this Agreement in whole or in part for cause upon ninety (90) days written notice if the other party fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Agreement. Notwithstanding anything contained in this Section 8.4, the terminating party must state with particularity the specific matters of the other party's non-compliance, whereupon the other party shall have ninety (90) days to cure such matters, or such longer period if said other party is diligently pursuing a cure. In the event of any material noncompliance on the part of Learfield, Learfield shall continue to pay its Guaranteed Royalty Fee under this Agreement unless Learfield's noncompliance is a result in whole or in part by the actions or inactions of University; provided, however if University elects to administer the rights herein itself, any amounts collected by University from such rights in respect of contracts entered into by Learfield shall offset Learfield's obligation to pay the Guaranteed Royalty Fee by such amounts.

8.5 Independent Contractor. Learfield will perform its duties hereunder as an independent contractor and not as an employee of University. Neither Learfield nor any agent

or employee of Learfield will be or will be deemed to be an agent or employee of University. Learfield will pay when due all required employment taxes and income tax withholding, including all federal and state income tax and any monies paid pursuant to this Agreement. Learfield and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from University. Learfield will be solely responsible for the acts of Learfield, its employees and agents. Learfield shall provide worker's compensation for all its employees and indemnify and hold University harmless therefrom.

8.6 Non-Waiver. No waiver by any party of any default or nonperformance will be deemed a waiver of subsequent default or nonperformance.

8.7 Audit and Retention of Books and Records. University will have the right upon reasonable notice to Learfield, (not more than once per year, and once during the three years following the termination of this Agreement) to inspect and copy such books, records, and documents (in whatever medium they exist) related to the collection of monies, payment of expenses and calculating of the AGR hereunder. Learfield will make such items available for inspection during normal business hours at such location as Learfield's financial books and records are maintained. All such items will be retained by Learfield during the term of this Agreement and for a period of five (5) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Agreement will be retained by Learfield, its agents and subcontractors, if any, until the later of the date when the claim has been resolved or five (5) years after the date of final payment under this Agreement. As part of its right of inspection and copying and not in addition thereto, University will have the right to conduct a formal audit or hire an independent auditor to audit such records. Learfield agrees to

cooperate with the audit and provide access to all books and records required to verify AGR. In the event that such audit reveals unpaid monies due the University, Learfield shall make immediate payment of balances owed with plus interest, calculated at the rate of six percent (6%) per annum, calculated from the date such amount originally became due under this Agreement. In the event any such discrepancy is in excess of Fifty Thousand Dollars ($50,000.00), Learfield shall also reimburse University for the reasonable costs associated with such inspection, including but not limited to, reasonable attorney's fees and legal costs incurred in connection therewith.

8.8 University Information; Learfield Information. Learfield agrees that any information it receives during the course of its performance, which concerns the personal, financial, or other affairs of University, its regents, trustees, directors, officers, or employees will be kept confidential and in conformance with all state and federal laws relating to privacy. University agrees that any information it receives from Learfield under this Agreement which concerns the personal, financial or other affairs of Learfield, its members, stockholders, officers, directors, employees and sponsors including, but not limited to, sales summaries, revenue sharing reports, settle-up documents and any other documents relating to the reporting of financial and sales information by Learfield to University will be kept confidential and in conformance with all state and federal laws relating to privacy.

8.9 Insurance. At all times during its performance under this Agreement, Learfield will obtain and keep in force, at its own cost, comprehensive general and professional liability and general liability insurance, including coverage for death, bodily or personal injury, property damage, including product liability, libel and slander, media and broadcasting liability and automobile coverages, with limits of not less than $1,000,000 each claim and $1,000,000

each occurrence along with business interruption insurance coverage. All certificates evidencing such insurance, will be provided to University upon its request, will name University and its trustees, directors, officers and employees as additional insureds, and will provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such insurance. Learfield represents that it has and will maintain during the Term worker's compensation insurance to the extent required by Idaho law.

8.10 Indemnification. Learfield agrees to defend, indemnify and hold harmless the State of Idaho, the University, their trustees, directors, officers, employees and agents from all liability, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs, expenses, and attorneys' fees, which arise from the negligent acts and omissions of Learfield, its employees, officers and agents under this Agreement. Subject to the limits of liability specified in Idaho Code 6-901 through 6-929 known as the Idaho Tort Claim Act, the University agrees to defend, indemnify and hold harmless Learfield, its members, employees, officers, directors and agents from all liabilities, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs and expenses, and attorneys' fees, which arise from the negligent acts or omissions of University, its trustees, directors, officers faculty, students, employees and agents. In the event of litigation by any party to enforce the terms and conditions of this Agreement, the prevailing party will be awarded costs and reasonable attorneys' fees.

8.11 Notices/Administration. Except as otherwise provided in this Agreement, all notices, requests and other communications that a party is required or elects to deliver will be in writing and delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class,

certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other addresses as such party may designate by notice given pursuant to this section:

If to University :
BOISE STATE UNIVERSITY
Attention: Gene Bleymaier, Director of Intercollegiate Athletics
Boise, Idaho 83725
Facsimile No: (208) 426 1174
E-mail Address gbleymaier@boisestate.edu

With a copy to:
BOISE STATE UNIVERSITY
Attention: General Counsel (Kevin Satterlee)
1900 University Drive,
Boise, Idaho 83725
Facsimile No: 208) 426 1345

If to Learfield:
BRONCO SPORTS PROPERTIES, LLC
c/o Learfield Communications, Inc.
Attention: Greg Brown
2400 Dallas Parkway, Suite 500
Plano, TX 75093
Facsimile No: (469) 241-0110
E-mail Address: gbrown@learfield.com

With a copy to:
Philip A. Kaiser
The Kaiser Law Firm, P.C.
12231 Manchester Road, First Floor
St. Louis, MO 63131
Facsimile No: 314-966-7744
E-mail Address: phil@kaiserlawfirm.com

8.12 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, will not be affected and

each provision of the remainder of the Agreement will be valid and be enforceable to the fullest extent permitted by law.

8.13 Survivability. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder will so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

8.14 Force Majeure. No Party will be considered to be in default of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not restricted to, acts of God or the public enemy, including, but not limited to, acts of terrorism, acts of state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party.

8.15 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which will constitute one Agreement.

8.16 Non-Solicitation by University. University agrees that during the Term of this Agreement, and for a period of twenty-four (24) months, after its termination, irrespective of the reason for its termination, shall not directly or indirectly, hire or solicit an officer, general manager, assistant general manager, or account executive of Learfield or encourage any such person to terminate its relationship with Learfield without first obtaining consent from Learfield. University acknowledges that its breach of this section shall entitle Learfield to injunctive relief.

8.17 Headings. The headings of the sections of this Agreement are used for convenience only and do not form a substantive part of the Agreement.

8.18 Injunctions. In addition to any other remedies permitted by law, should any Party violate the terms set forth herein, the violating party shall be entitled to injunctive relief against the other to restrain any further violation of these provisions. Should any Party be successful in this endeavor, the other party shall pay all costs and expenses associated therewith, including reasonable attorney's fees.

8.19 University's Representations and Warranties Regarding Learfield's Rights Under this Agreement. University represents and warrants to Learfield that (a) University has the absolute right to grant and license the rights described in this Agreement to Learfield and provide Learfield and/or its sponsors all of the benefits described in this Agreement as well as those benefits at the historical levels provided by University to sponsors, (collectively the "Licensed Rights and Benefits"); (b) there are no oral or written agreements, contracts, options or other documents of any kind which University has entered into which would in any way impair or inhibit Learfield from exercising the Licensed Rights and Benefits on an exclusive basis; (c) University is authorized to timely carry out and/or fulfill any obligation of University to Learfield under this Agreement; and (d) Throughout the Term, except as otherwise specifically provided in this Agreement, University shall not directly or indirectly grant any third party any of the Licensed Rights and Benefits granted to Learfield under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, if University materially breaches the provisions of this Section 8.19, an adjustment to the Guaranteed Royalty Fee and the Guaranteed Naming Rights Fee that Learfield will pay University under this Agreement shall be negotiated in good faith in order to recognize and account for the revenue that cannot

be obtained by Learfield as a result of such material breach. Notwithstanding the foregoing, and notwithstanding anything in this Agreement, in the event that a University department other than the Athletics department enters into a sponsorship or advertising agreement, in association with an Athletic event and held on campus (a "Non-Athletics Activity") that could compromise the rights granted herein by University to Learfield, such action shall not be deemed a material breach hereunder provided that the Athletics department uses best efforts to prevent such non-Athletics Activity reoccurring or ensuring that such Non-Athletics Activity does not compromise Learfield's rights in the future.

8.20 Code of Fair Practices. Learfield shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Learfield shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this Agreement, Learfield shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Learfield's non-compliance with the above non-discrimination clause of this contract or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part and Learfield may be declared ineligible for further contracts with the University. In addition, the University may

take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the laws of Idaho.

8.21 Laws and FCC Regulations Learfield agrees to, and shall ensure that its partners, abide by all laws of the Federal government, the State of Idaho and any other state, municipal or governmental entity associated with its activities under this Agreement. It further agrees it will be responsible for securing and paying for all permits necessary to fulfill its obligations under this Agreement. Learfield agrees to operate, and ensure that its media partners operate, both radio and television network activities in strict compliance with all applicable Federal Communication Commission regulations and all rules and regulations of the WAC Conference or any other applicable conference, as well as, the National Collegiate Athletic Association.

9.0 Miscellaneous.

9.1 "Best Efforts" whether or not such term is capitalized shall mean a diligent, reasonable and good faith effort by a Party to accomplish an objective, but does not require its accomplishment. Such degree of effort will take into account unanticipated events and the exigencies of continuing business, but does not require that events or exigencies be overcome at all costs. It only requires that commercially reasonable efforts be exercised within a reasonable time to overcome any hurdles and accomplish the objective, allowing the Party to give reasonable consideration to its own interests.

9.2 **"Net Revenue"** whether or not such term is capitalized shall mean Gross Revenue less those costs incurred by Learfield and agreed by University, provided that if the costs and budget are in line with those of any other Comparable Learfield Schools, as defined in Section 2.1 above, University shall not withhold approval.

9.3 Whenever consent or approval is required, unless otherwise provided herein, the consent or approval shall not be unreasonably withheld.. Learfield agrees that in exercise of its rights granted hereunder, it shall ensure that any advertising, sponsorship or other representation of the University shall be mindful of and consistent with the good image, message and reputation of the University. Furthermore Learfield shall ensure that all sponsors, advertisers, media partners and other parties with whom Learfield enters into arrangements with in accordance with the terms of this agreement, shall be mindful of and consistent with the good image, message and reputation of the University and that promotion or recognition of such third party will not distort or impair the presentation and image of the University, its Athletics program and the respective teams.

9.4 At the request of University, Learfield shall provide a copy of all fully executed advertising and sponsorship contracts to University's Director of Athletics or his/her designee responsible for marketing.

9.5 No contract entered into by Learfield with a sponsor shall exceed the term of this Agreement, unless approved by University. Potential sponsorship contracts extending past the term of this Agreement are to be brought to University. All sponsorship contracts that extend beyond the Agreement Term stated in this Agreement shall include language that automatically assigns and transfers the contract to University, should the Agreement terminate, be terminated consistent with this Agreement, or not be retained by Learfield due to a competitive bid process.

9.6 Learfield agrees it will not contractually restrict the ability of University to enter into business transactions with a sponsor or a competing business of a sponsor. Agreements cannot preclude other non-athletic events that utilize competing sponsors from being scheduled

in University venues and/or facilities including Taco Bell Arena and Bronco Stadium. Learfield may not enter into beverage pour rights contracts for University's facilities, beverage sponsorship contracts for University or beverage advertising contracts that reference University's athletic teams, facilities or events. Learfield may not enter into any contracts or agreements which could conflict with University's apparel contract with Nike (or the applicable provider).

It is understood that apparel and affinity card contracts will be maintained by the University and are not a part of this Agreement. Nothing contained in this Agreement shall prevent University from contracting for sponsorships, acknowledgments and fund raising activities, when such agreements are not associated with the University's Athletic Department, facilities, and teams.

10.1 **Intellectual Property** Both parties agree that University owns the intellectual property rights associated with the University, its athletic teams, its facilities and the associated events and broadcasts. The ownership of intellectual property, which results from activities associated with this Agreement, will remain with University. Each party shall retain ownership of any of its patents copyrights, trademarks, or intellectual property developed prior to the Effective Date of this Agreement. University shall also retain ownership of any patents copyrights, trademarks, or intellectual property developed by University or jointly developed after the Effective Date of this Agreement.

10.2 Use of University Marks: Learfield agrees that the broadcast and advertisement intellectual property rights defined herein shall belong to University. University will maintain all right, title and ownership in its name, trademarks, service marks, logos, symbols, college

colors and other licensed indicia ("University Marks and Indicia"). No rights may be obtained for trademark ownership of the University marks. Upon dissolution or expiration of this Agreement, all use of these items by Learfield shall cease. Learfield agrees that it shall comply with any and all style guidelines and use policies of the University in respect of University Marks and Indicia as may be amended from time to time.

10.3 **Commercial Advertising.** University reserves the right to charge royalty fees for uses of University Marks or Indicia in respect of any items sold at retail (which shall not be permitted without University's prior approval).

[Rest of page left blank intentionally]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date specified above.

BRONCO SPORTS PROPERTIES, LLC

By: **Learfield Communications, Inc., Sole Member**

By: _____

Greg Brown, President – Learfield Sports

BOISE STATE UNIVERSITY

By: _____

Name: **Gene Bleymaier**
Title: **Director of Athletics**

By: _____

Name: **Stacy Pearson**
Title: **Vice President Finance and Administration**

SCHEDULE 2.12.5

UNIVERSITY'S TRADEMARKS

BOISE STATE UNIVERSITY
BOISE STATE
BOISE STATE BRONCOS
BRONCOS



SCHEDULE 3.1

TICKETS TO BE PROVIDED BY UNIVERSITY TO LEARFIELD EACH ATHLETIC YEAR TO BE NO LESS THAN WHAT WAS PROVIDED TO SPONSORS IN THE 2008-09 ATHLETIC YEAR

Tickets provided to Sponsors by Boise State in the 2008-09 Athletic Year

CORPORATE PARTNER	FOOTBALL TIX	PREMIUM SEATS	BB TICKETS
US Bank	4 President's Club	4 Club Seats	8 Season
Verizon Wireless	16 Season		16 Season
St. Luke's	38 Season + 20 End Zone for Bronco Bunch	8 Club Seats	18 Season
Northwest Dodge Dealers	16 Season + 400 End Zone	4 Club Seats	36 Season
Boise Hunter Homes	12 Season	1 Loge Box	12 Season
Boise Office Equipment	16 Season	4 Club Seats	16 Season
Carl's Jr.	12 Season		10 Season + 2 Courtside Seats
Les Schwab	16 Season		12 Season
Idaho Lottery	12 Season	4 Club Seats	12 Season
S1 IT Solutions	12 Season		12 Season
Best Buy	4 Season + 20 End Zone Season		50 to a single game
Blue Cross	20 End Zone Season		50 to a single game
American Family	20 End Zone Season		50 to a single game
Boise State Bookstore	20 End Zone Season		
Champion Windows	20 End Zone Season		
Chicago Connection	18 Season		4 Season
Fiberpipe	8 Season		8 Season
Franklin Bldg. Supply	20 End Zone Season		
Idaho Statesman	16 Season		16 Season
ISMI	20 End Zone Season		6 Season
Impact Directories	6 Season		50 to a single game
Lamar	26 Season		8 Season + 4 Courtside
Old Chicago	20 End Zone Season		50 to a single game
Pioneer Title	20 End Zone Season		
Pizza Hut	4 Season + 20 End Zone SEason		4 Season
Powerbar	4 Season + 20 End Zone Season		4 Season + 50 to a single game
Premier Insurance	4 Season		
Tates Rents	20 Season		4 Season

CORPORATE PARTNER	FOOTBALL TIX	PREMIUM SEATS	BB TICKETS
Zamzows	4 Season + 20 End Zone Season		4 Season + 1,000 during season
Agribeef	8 Season + 10 End Zone Season		
Like Nu Car Wash	4 Season + 20 End Zone Season		4 Season
FastSigns	20 End Zone Season		
Gym Outfitters	4 Season		
Old Spaghetti Factory	2 Season		2 Season
Quiznos	4 Season + 4 End Zone Season		50 to a single game
KWEI	10 End Zone Season		10 Season
Ram/Murphy's	20 End Zone Season		
Texaco	4 Season		
Clear Wireless	4 Season + 4 End Zone Season		
Peak Broadcasting	100 Season		100 Season

SCHEDULE 3.9

LIST OF EXCLUDED AGREEMENTS

Nike apparel contract
Coca-Cola pouring rights contract
Boise Office Equipment (expires June 30, 2011) (University will not renew or extend this agreement)
Agri-Beef – Stueckle Sky Center agreement

Execution Original

NAMING RIGHTS AGREEMENT

BY AND BETWEEN

ALBERTSON'S LLC

AND

BOISE STATE UNIVERSITY

MAY 19, 2014

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EXHIBIT B – SUITE LICENSE AGREEMENT

Execution Original

NAMING RIGHTS AGREEMENT

THIS NAMING RIGHTS AGREEMENT (this "Agreement") is entered into as of May 19, 2014 (the "Execution Date"), by and between (i) Albertson's LLC, a Delaware limited liability company (acting for itself and on behalf of its Affiliates, "Albertsons"), and (ii) Boise State University (the "University"), with offices at 1910 University Drive, Boise, Idaho 83725-1285. (Each of Albertsons and the University are referred to herein individually as a "Party," and collectively referred to herein as the "Parties").

RECITALS

A. The University is the owner and operator of Bronco Stadium, an approximately 36,387 seat multi-purpose stadium initially constructed in 1970 on the campus of the University in Boise, Idaho (the "Stadium").

B. The Stadium is currently used for the home games of the University's varsity football team (the "Team") which is currently a National Collegiate Athletic Association ("NCAA") Division I Football Bowl Subdivision program ("Division I FBS"), and a member of the Mountain West Conference ("MWC). The Stadium is also used for other sporting and non-sporting events.

C. Albertsons owns and operates retail grocery stores throughout the United States and has been operating Albertsons-bannered grocery stores in Boise, Idaho since 1939.

D. The University wishes to provide Albertsons with naming rights to the Stadium and Albertsons wishes to acquire such naming rights from the University.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

The following capitalized terms shall have the meanings set forth below when used in this Agreement.

"Advertising Copy" shall mean any words, slogans, logos, designs, visual and audio content or comparable creative effort with respect to the advertising, marketing and promotion of Albertsons and its Affiliates, including, without limitation, the use of Albertsons Marks in connection with the advertising, marketing and promotion of Albertsons and its Affiliates.

"Affiliate" means, when used with reference to a specified Person, any Person who directly or indirectly controls, is controlled by or is under common control with the specified

Person. The term "control" (including the terms "controlled," "controlled by," and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity.

"Agreement" is defined in the Preamble.

"Albertsons" is defined in the Preamble.

"Albertsons Competitor" shall mean any entity that offers or sells retail grocery products or services in the Category, including by way of example only and without limitation, 7-11, Amazon, Costco, CVS, Fred Meyer, Grocery Outlet, Rosauers, Sam's Club, Target, Trader Joe's, Walgreens, Walmart, Whole Foods, WinCo, and any other retail grocery stores or providers; but excluding fuel center convenience stores operated by Jacksons and Maverik.

"Albertsons Default" is defined in Section 13.1(a).

"Albertsons Indemnitees" is defined in Section 10.1(a).

"Albertsons Marks" is defined in Section 2.2(a).

"Annual Meeting" is defined in Section 3.5.

"Athletic Program" means the University's athletic programs, including the Team, and such programs' products and services.

"Athletic Program Marks" means all Marks associated only with the Athletic Program and, for the avoidance of doubt shall not mean Marks associated with the University, including the University's signature mark.

"BSP" means Bronco Sports Properties, LLC, a Missouri limited liability company qualified to do business in the State of Idaho and the exclusive multi-media marketing and sponsorship rights holder for University athletic events and athletic venues, including the Stadium.

"Category" means any and all retail grocery and/or pharmacy products and services.

"Claims" is defined in Section 10.1(a).

"Contract Year" means each twelve month period of the Term commencing on February 1 and ending on January 31, except that the first Contract Year shall begin on the Execution Date and shall end on January 31, 2015.

"Division I FBS" is defined in Recital B.

"Early Termination Payment" is defined in Section 5.2.

"Equivalent Extension Offer" is defined in Section 5.3(c).

"Execution Date" is defined in the Preamble.

"Existing Suite License" is defined in Section 3.4.

"Extension Agreement" is defined in Section 5.3(c).

"Force Majeure Event" is defined in Section 9.1.

"Home Games" is defined in Section 7.1(h).

"Letter Agreement" is defined in Section 6.1.

"Marks" means designs, logos, service marks, corporate or trade names, trademarks or other identification marks.

"MWC" is defined in Recital B.

"Name Change Notice" is defined in Section 2.3(b).

"NCAA" is defined in Recital B.

"NCAA Agreements" shall mean all constituent documents, rules, regulations, requirements and resolutions of, or issued by, the NCAA, as they currently exist and as they may from time to time, be entered into, created or amended.

"Negotiation Period" is defined in Section 5.3(a).

"Objection Notice" is defined in Section 2.3(c).

"Parking Areas" means the parking areas and lots adjacent to the Stadium, including the parking deck, which are operated or controlled by the University or its Affiliates.

"Party" and "Parties" is defined in the Preamble.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation or other entity or any governmental authority or agency.

"Playing Field" is defined in Section 4.2(b).

"Replacement Agreement" is defined in Section 5.3(a).

"Rights Fees" is defined in Section 6.1.

"SBOE" is defined in Section 14.17(d).

"Signs" is defined in Section 3.2(a).

"Stadium" is defined in Recital A.

"Stadium Grounds" shall mean and include (i) the Stadium and (ii) all areas outside of the Stadium adjacent thereto, or in close physical proximity thereto that would be viewed by the public as part of the overall Stadium complex, in all cases, to the extent the University, or any of its Affiliates, have the right to control and operate such areas.

"Stadium Lender" means any one or more lenders that provide public or private financing, in the form of a loan, a private placement or public offering of debt securities or otherwise, to the University or any of its Affiliate(s) with respect to the Stadium. If Stadium Lender consists of holders of securities, references in this Agreement to Stadium Lender shall be construed as references to the trustee for such securities holders where appropriate.

"Stadium Logo" is defined in Section 2.2(a).

"Stadium Logo Placements" is defined in Section 2.2(a).

"Stadium Logo Usage Guidelines" is defined in Section 2.2(a).

"Stadium Name" is defined in Section 2.1.

"University Default" is defined in Section 13.2(a).

"University" is defined in the Preamble.

"University Indemnitees" is defined in Section 10.1(b).

"Suite" is defined in Section 3.4.

"Team" is defined in Recital B.

"Term" is defined in Section 5.1.

"University" is defined in the Preamble.

"University Intellectual Property" is defined in Section 8.2.

"University Licensed Product" is defined in Section 4.2(d).

ARTICLE II
NAMING RIGHTS

Section 2.1 Naming Rights License. The University hereby grants to Albertsons the exclusive right and license to name the Stadium during the Term (defined below), and the Parties hereby agree that the Stadium shall be known as "Albertsons Stadium" (the "Stadium Name") during the Term in accordance with the terms and conditions of this Agreement. From the date hereof until

the end of the Term, the University shall (i) use the Stadium Name when referring to the Stadium; and (ii) use commercially reasonable efforts (including the placement of appropriate provisions in agreements) to cause all advertisers, sponsors and media rights holders with which the University has agreements (and for which reference to the Stadium is relevant) to use the Stadium Name when referring to the Stadium. As soon as practicable after the date hereof, the University will use commercially reasonable efforts to cause the applicable public entities to (A) provide adequate directional and informational road signs to be located in the primary public rights-of-way, streets or highways in the vicinity of the University's main campus, and (B) cause such signage to refer to the Stadium using the Stadium Name. The University shall keep Albertsons informed of the progress of such directional and informational road signs.

Section 2.2 Development of Stadium Logo; Use of Stadium Name and Stadium Logo.

(a) As soon as reasonably practicable after the date hereof, the University and Albertsons shall work together to create and develop the stylized version(s) of the Stadium Name and accompanying decorative elements (collectively, the "Stadium Logo") as set forth below. The Parties acknowledge that (1) the Stadium Logo will include elements of Marks owned by Albertsons and its Affiliates (collectively, but not including the Stadium Name or Stadium Logo, the "Albertsons Marks") and may also include elements of certain Athletic Marks owned by the University, (2) the Stadium Logo shall be displayed in a manner that is aesthetically consistent with the overall context in which it appears, and (3) the Stadium Name and/or the Stadium Logo shall appear on the signs and in mutually agreed upon locations on the Stadium Grounds (collectively, the "Stadium Logo Placements"). Albertsons will be responsible for the reasonable costs and expense of creating and developing the Stadium Logo (provided Albertsons shall not be responsible for costs and expenses of, or incurred by, the University and its advisors and consultants) based on prompt, significant and meaningful input from the University, and shall provide the University with reasonable updates as to the progress of such creation and development. Should the Stadium Logo include elements of Athletic Marks such as the Bronco logo, Albertsons will comply with all University identity, logo usage guidelines, and color and font restrictions relating to the Athletics Marks. Such guidelines may be found online at http://brandstandards.boisestate.edu/. Only the primary Athletic Marks may be used in the Stadium Logo. The final design of the Stadium Logo and all variations of it shall be subject to the mutual approval of Albertsons and the University, such approval to include the Office of Trademark Licensing of the University. Following mutual approval of the Stadium Logo, Albertsons shall prepare and provide to the University Stadium Logo guidelines that shall set forth all mutually approved variations of the Stadium Logo and mutually approved appropriate usages for each such variation (the "Stadium Logo Usage Guidelines"). The Parties shall use the Stadium Logo in compliance with Stadium Logo Usage Guidelines. In the event that a Party does not use the Stadium Logo in compliance with Stadium Logo Usage Guidelines, the other Party shall provide the offending Party with written notice requesting correction and the offending Party shall use best commercial efforts to correct such use within thirty (30) days of receipt of such written notice.

(b) The University acknowledges and agrees that Albertsons or one of its Affiliates shall at all times be the sole and exclusive owner of all rights in and to the Stadium Name and the Stadium Logo, subject to the terms and conditions of this Agreement and the

ownership by University of any incorporated Athletic Marks. Except for the University's rights in and to any incorporated Athletic Marks, all rights, title, and interests in intellectual property rights in the Stadium Name and Stadium Logo shall immediately upon creation vest in and be owned exclusively by Albertsons or one of its Affiliates, whether designed or developed by Albertsons and its Affiliates individually or in concert with the University, or at its direction. In the event that any or all rights, title, and/or interests in and to the Stadium Name and/or Stadium Logo are deemed not to vest in Albertsons or one of its Affiliates for any reason, the University agrees to assign, transfer and convey, and hereby does assign, transfer, and convey to Albertsons or one of its Affiliates, all such rights, title, and interests, including all economic rights and moral rights of authorship other than University's rights in and to the Athletics Marks and any other University Intellectual Property as described in Section 8.2. Notwithstanding anything to the contrary herein, in the event the University terminates this Agreement as set out in Section 13.1 herein, all rights, title and interest in the same intellectual property rights shall immediately revert to and vest wholly in University; provided, however, such rights will not include rights to the Albertsons Marks. Albertsons hereby grants to the University the non-exclusive, royalty-free right and license: (1) during the Term to use (and/or to license others to use or license) the Stadium Name and the Stadium Logo for any lawful purpose of the University in connection with the marketing, operation and promotion of the University, including but not limited to the production and sale of merchandise; and (2) if the Agreement expires or terminates other than due to default, after the Term, to use (and/or to license others to use or license) the Stadium Name and the Stadium Logo solely in accordance with this Section 2.2. All such uses, and all goodwill in the Stadium Name and the Stadium Logo resulting therefrom, shall inure to the benefit of Albertsons and its Affiliates, subject to Section 8.2. The University agrees that it will require that any and all uses of the Stadium Name and Stadium Logo by any of its sublicensees (including, without limitation, on merchandise) shall conform to the Stadium Logo Usage Guidelines, and it will not grant a sublicense that exceeds the scope of the license to the Stadium Name and Stadium Logo granted to the University herein. Subject to the restrictions set forth herein, Albertsons or its Affiliates shall retain the right during the Term to use the Stadium Name and the Stadium Logo, including the right to reference and display in Advertising Copy the names and Marks of the entities or businesses with whom Albertsons or its Affiliates maintain strategic relationships or jointly develop or offer grocery and/or pharmacy related products or services. Albertsons or its affiliates must first seek and receive University approval, which will not be unreasonably withheld, to use the Stadium Name or Stadium Logo in concert with the names and/or marks of any third party entities, as the University must ensure that no conflicts exist with its then current third party University partners. Strategic relationship partners of Albertsons or its affiliates do not receive pass through rights on the use of the Stadium Name, Stadium Logo, Athletic Marks or other University Intellectual Property.

(c) Both Albertsons and the University shall provide that all merchandise and consumer products displaying or sold under the Stadium Name and/or Stadium Logo pursuant to the license granted hereunder to the respective parties shall be of good quality in design, material, and workmanship and be suitable for their intended purpose; that no injurious, deleterious, or toxic substances shall be used in or on the merchandise or products; that the merchandise and products shall not cause harm when used as instructed and with ordinary care for their intended purpose; that the merchandise and products shall be sold, and distributed in material compliance with all applicable laws and regulations (including, but not limited to, local labor laws, U.S.

Customs requirements, applicable rules and regulations of the U.S. Consumer Product Safety Commission, and garment labeling regulations). Albertsons and its Affiliates shall not be responsible for any costs associated with a product recall, initiated either voluntarily or at the request of a state or federal agency, for any merchandise or consumer products sold pursuant to the license granted to the University hereunder. Any and all merchandise, whether for promotional use or retail, that includes the Stadium Logo and/or University Athletics Marks shall be manufactured by a vendor who is licensed with the University to produce such merchandise. Such licensee shall comply with all licensing requirements including without limitation, fair labor and insurance requirements. All artwork, merchandise and products bearing the Stadium Name, Stadium Logo, Athletics Marks or other University Intellectual Property must be approved by University's Office of Trademark Licensing.

(d) Albertsons shall have the primary right and be solely responsible for controlling and protecting the Stadium Name and the Stadium Logo, but not the Athletic Marks or University Intellectual Property, (including, without limitation, initiating, prosecuting, defending and controlling litigation and prosecuting and maintaining trademark and copyright applications and registrations), solely at Albertsons' cost and expense (provided Albertsons shall not be responsible for costs and expenses of, or incurred by, the University and its advisors and consultants) in its own name, including, without limitation, to prevent and stop any and all potential infringements and unauthorized uses of the Stadium Name or the Stadium Logo, but not the Athletic Marks or University Intellectual Property in jurisdictions in which Albertsons may claim senior trademark rights. The University agrees to cooperate and provide support, specimens, and all information required to prosecute, defend, and maintain any trademark and copyright applications and registrations for the Stadium Name and the Stadium Logo, at Albertsons' request. The University further agrees to cooperate as requested by Albertsons in any legal actions or proceedings to stop third party infringements and/or unauthorized uses of the Stadium Name or Stadium Logo. If Albertsons notifies the University in writing that it elects not to initiate or pursue legal action in connection with a potential or actual infringement or unauthorized use of the Stadium Name or Stadium Logo, and the University, has viable legal claims in connection with such potential or actual infringement or unauthorized use, the University may take such legal action as deemed appropriate, and Albertsons agrees to support such legal action through active consultation with the University; provided that the University shall share equally with Albertsons any amounts that the University recovers as a result of such legal action that exceed the sum of (1) the University's direct damages from such potential or actual infringement or unauthorized use, plus (2) the University's costs and expenses of such legal action (including, without limitation, reasonable attorneys' fees and expenses); and, provided further that the University shall not settle or compromise any such legal action, or consent to the entry of any judgment, without Albertsons' prior written consent, which shall not be unreasonably withheld.

(e) Notwithstanding anything contained in this Agreement to the contrary and throughout the Term of this Agreement, Albertsons agrees that neither it nor its sublicensees: shall use the Stadium Name and/or Stadium Logo in direct association with any of the following prohibited products or classes of services; sell any advertising right to any company that engages in the management of any of the following businesses; or include a reference to any of the following prohibited products or classes of services on the Advertising Copy directly above,

below, next to or in immediate proximity to the Stadium Name and/or Stadium Logo, unless otherwise agreed to by University, which approval may be withheld in University's sole discretion; provided, however, that such prohibitions do not prohibit Albertsons from otherwise promoting or selling the products or classes of services set forth in (i)-(ix) below:

(i) Gambling (except the State authorized lottery)

(ii) Alcoholic Beverages

(iii) Prophylactics

(iv) Feminine Hygiene Products

(v) Tobacco products

(vi) Sexually explicit materials

(vii) Adult entertainment

(viii) Religious and/or political materials

(ix) Ammunition, camouflage, and/or firearms

(x) Material that is reasonably likely to be considered objectively defamatory, obscene, profane, vulgar or otherwise socially unacceptable or offensive to the general public.

(xi) Advertising that is reasonably likely to materially discredit the purposes, values, principles or mission of the NCAA or University or is reasonably likely to have a materially adverse effect on the interests of intercollegiate athletics or higher education.

(f) Albertsons agrees that in exercise of its rights granted hereunder, it shall ensure that any use of the Stadium Name and/or Stadium Logo or any other representation of the University as permitted hereunder shall be mindful of and consistent with the good image, message and reputation of the University and that such promotion or recognition will not materially distort or impair the presentation and image of the University, its Athletics program and the respective teams.

Section 2.3 Change in Stadium Name and Stadium Logo.

(a) Albertsons shall not be entitled to change the Stadium Name unless changing the name is (1) requested: (i) as a result of a change of control of Albertsons, including, without limitation, by way of a merger, corporate restructuring, reorganization, consolidation, divestiture, recapitalization, combination, exchange of shares, spin-off or sale of all or substantially all of Albertsons' outstanding voting securities, sale or other transfer of all or substantially all of Albertsons assets, or (ii) for a reasonable business purpose in connection with a strategic marketing objective, including, but not limited to a change in Albertsons' name (other

than pursuant to clause (i)) and (2) is approved by the University, which approval shall not be unreasonably withheld, delayed, conditioned or denied.

(b) If Albertsons desires to and provides notice to change the Stadium Name in accordance with the terms and conditions of this Section 2.3, Albertsons shall provide at least sixty (60) days prior written notice to the University of the desired name change, which notice shall describe the reasons for the name change, including, to the extent applicable, an explanation of the "reasonable business purpose" and "strategic marketing objective" (the "Name Change Notice").

(c) If the University, in its discretion, objects to any such proposed name change, the University shall provide Albertsons with written notice thereof within thirty (30) days from the receipt of the Name Change Notice (the "Objection Notice"), which Objection Notice shall describe with particularity the reasons for the objection. In the event the University delivers an Objection Notice to Albertsons within such thirty (30) day period, Albertsons and the University shall discuss, in good faith, the name change and the reasons for the request and objections.

(d) If, as a result of a change in the Stadium Name in accordance with Section 2.3(a), or for any other reason, Albertsons wishes to change the Stadium Logo, it shall serve written notice upon the University, which notice shall provide the proposed Stadium Logo and the reason for the proposed change. The proposed Stadium Logo shall be subject to the prior written approval of the University, which shall not be unreasonably withheld, delayed or conditioned.

(e) Albertsons shall bear all direct, out-of-pocket, unaffiliated third-party costs and expenses incurred and associated with any University approved change in the Stadium Name and the Stadium Logo, including, without limitation, (1) creation and development of the new Stadium Name and Stadium Logo; (2) producing and installing new Stadium Logo Placements and Signs bearing the Stadium Name and/or the Stadium Logo; (3) reprinting current publications, stationery and other written materials bearing the Stadium Name and/or the Stadium Logo; and (4) creating and producing Advertising Copy to replace the Stadium Name and/or the Stadium Logo in Albertsons' and its Affiliates' advertising. Such new Stadium Name and new Stadium Logo shall be subject to the terms and conditions of this Agreement, and upon such University approved change, all references herein to Stadium Name and Stadium Logo shall be deemed to be to such new Stadium Name and new Stadium Logo, respectively.

(f) In the event of a University approved change in the Stadium Name and/or the Stadium Logo, the Parties shall cooperate to effect a smooth and orderly transition to the new Stadium Name and/or new Stadium Logo, including, without limitation, notifying advertisers, sponsors and media partners of the change and minimizing the disruption to the operation of the Stadium and of events held at the Stadium and Albertsons shall in good faith take into consideration the transition and any disruption caused thereby in determining when to make such change effective.

(g) In the event either party wishes to change the Stadium Logo due to a significant change in the branding of its corporation or institution, then the Parties shall work in

good faith together to develop a new Stadium Logo. Unless otherwise agreed to by the Parties, the Party that initiates the change in the Stadium Logo under this provision shall be responsible for all costs and expenses associated with the fabrication, construction and installation of the Signs bearing the new Stadium Logo.

Section 2.4 End of Term. Upon expiration or earlier termination of this Agreement other than for default as set out in Section 13.1 herein, the University shall have the right to continue to use (i) the Stadium Name in ordinary typeface and (ii) the then-current Stadium Logo, in each case for up to one hundred eighty (180) days after such expiration or termination, and subject to the Usage Guidelines and the quality control provisions set forth in this Agreement. The University shall also be permitted to market and sell or otherwise dispose of then-existing inventory containing the Stadium Name and the Stadium Logo until such inventory has been depleted but no later than one hundred eighty (180) days after such expiration or earlier termination.

ARTICLE III

SPONSORSHIP ELEMENTS

Section 3.1 Rights and Benefits. Subject to the terms and conditions set forth herein, in consideration for the payments of the Rights Fees (defined below) during the Term, the University shall grant and provide to Albertsons, and Albertsons shall receive, the rights and benefits set forth herein, including the rights and benefits set forth in Sections 2.1 and 2.2 and on Exhibit A attached hereto. Albertsons shall have the right to execute any of its rights and benefits under this Agreement in the name of its Affiliates including New Albertson's, Inc., subject to the reasonable consent of the University, such consent not to be unreasonably withheld.

Section 3.2 Signs.

(a) Subject to the terms and conditions set forth herein, the University grants to Albertsons the right to have the Stadium Name and Stadium Logo displayed at the Stadium, the Stadium Grounds and in the Parking Areas on fixtures designed for advertising space located as described on Exhibit A (such fixtures are referred to as the "Signs" and do not include the Advertising Copy). The University shall, subject to the written approval of Albertsons, determine placement of the Signs. The University shall maintain the Signs in good repair and condition shall secure them from vandalism and theft and shall be solely responsible for obtaining any permits for the installation, maintenance and use of the Signs. Albertsons and the University shall be jointly and equally responsible for all costs and expenses associated with the fabrication, construction and installation of the Signs containing the Stadium Name, the Stadium Logo or the names "Albertsons," as described or depicted on Schedule I to Exhibit A; provided, however, the University shall be responsible for all costs and expenses of fabricating, constructing and installing all other Signs located at the Stadium, Stadium Grounds and University Grounds containing the Stadium Name, the Stadium Logo or the names "Albertsons" and shall also be responsible for all costs and expenses of operating and maintaining all Signs, including any Sign replacements, updates or refurbishments due to vandalism, theft, and wear

and tear. Albertsons shall have the right at any time (and from time to time) to request that the University change or remove any of the Signs with the University's consent, not to be unreasonably withheld, delayed or conditioned. Any such change and/or removal shall be at Albertsons' sole cost and expense without any mark-up by the University. Albertsons shall have approval rights, in its sole discretion, in the design and execution of all Stadium Signs and logos involving Albertsons, the Albertsons Marks or the Stadium Name. The University shall execute any such installation, change and/or removal in a reasonable amount of time.

(b) Through delivery of Stadium Logo Placements and other Albertsons elements set forth in this Agreement, the University shall: (i) cause Albertsons and its Affiliates to be the most prominent sponsor and advertiser within and on the exterior of the Stadium, on the Stadium Grounds and in the Parking Areas during all Team home games and all other events; and (ii) not authorize any other sponsor or its brands to have a presence within, or on the exterior of the Stadium, on the Stadium Grounds or in the Parking Areas, the prominence of which is greater than or equal to that of Albertsons and its Affiliates' presence. The University's obligations regarding prominence of Albertsons and its Affiliates as set forth in this Section 3. 2(b) shall apply regardless of whether the University develops or creates additional sponsorship inventory at the Stadium, Stadium Grounds or in the Parking Areas that is not contemplated on Exhibit A, that is not utilized by another Person or that is to be utilized by another Person but cannot be replicated for, or is of a nature that cannot be provided to, Albertsons and its Affiliates (e.g., due to space limitations).

(c) The University shall use commercially reasonable efforts to prevent any Person from displaying signage or other advertising or promotional materials, or taking other actions, in the areas at the Stadium, on the Stadium Grounds or in the Parking Areas that the University controls, which signage, advertising, promotional materials or actions are intended to, or for which it is reasonably foreseeable will result in, attack on, harm to, or embarrassment or disparagement of Albertsons, its Affiliates or their products or services, or otherwise place in an unfavorable light Albertsons' or its Affiliates' products or services, or otherwise undermine, encroach, compromise or infringe Albertsons' rights and benefits pursuant to Articles II and III of this Agreement. Such commercially reasonable measures shall include, without limitation, using good faith efforts to prevent third parties from (i) engaging in the promotion, without the permission of the University, of any products or services in the Category within the Stadium, on the Stadium Grounds or in the Parking Areas; (ii) associating themselves with the Stadium in the promotion of any products or services in the Category, such as, for example, by allowing third parties to film commercials on the Stadium Grounds for products or services in the Category, unless, in each instance, with the prior written consent of Albertsons in its sole discretion; and (iii) obstructing any Signs or Stadium Logo Placements in or on the interior or exterior of the Stadium, on the Stadium Grounds or in the Parking Areas, including, in the case of this clause (iii) via "virtual" advertising in telecasts of events held at the Stadium if and to the extent the University has the authority and right to prevent any such advertising.

(d) In the event the Stadium's seating is enhanced or remodeling or expansion of the Stadium is undertaken, University will cooperate with Albertsons and the parties will agree to use commercially reasonable efforts to ensure that the prominence of the Stadium Logo Placements are not diminished by the Stadium enhancement, remodeling or expansion.

Section 3.3 Advertising Copy. Subject to the limitations of paragraph 2.2(e) above, the design, layout and visual and audio content of all Advertising Copy used by Albertsons which displays the Stadium Name and/or Stadium Logo in connection with the advertising, marketing and promotion of Albertsons' or its Affiliates' products and services in the Category and Albertsons' general corporate identity pursuant hereto shall be determined by Albertsons, in its sole discretion; provided, however, that no Advertising Copy shall contain any materials that are lewd, vulgar, sexually explicit, offensive, discriminatory against a protected class or offensive to the sensibilities of the community at large. All such Advertising Copy and other signage shall be subject to the approval of the University. Albertsons shall submit all such Advertising Copy to the University a reasonable time prior to the game or other event at which such Advertising Copy is to be displayed or prior to the time such Advertising Copy must be submitted for production, as applicable.

Section 3.4 University Suite License Agreement. The Parties acknowledge that the University and Albertsons have previously entered into a Bronco Stadium Suite License Agreement dated as of August 20, 2013 (the "Existing Suite License"). Pursuant to this Agreement, the Existing Suite License is superseded and replaced by the Suite License Agreement attached hereto as Exhibit B, whereby Albertsons will be provided with a luxury suite (the "Suite") during the Term and shall have exclusive use of the Suite during all events at the Stadium. The Suite shall be the best suite in the Stadium when taking into account the size, location and features. If the Suite is not immediately available, the University will provide the Suite at the earliest date it becomes available, but no later than February 1, 2016. The license fees for the Suite are included in the Rights Fees and Albertsons shall have no obligation to pay any additional license, rental, use or similar fee for the Suite; provided that the cost of food and beverages consumed in the Suite will be the responsibility of Albertsons. The University shall keep and maintain the Suite consistent with that of its other luxury suites at the Stadium.

Section 3.5 Annual Review Meeting. Commencing with the initial Contract Year, each Contract Year, within forty-five (45) days after the completion of the Team's then-current Division I FSB season, the Parties shall meet in person at a location mutually agreed upon by the Parties, to discuss and review each Party's performance of its obligations hereunder, identify opportunities to maximize the benefits and value of this Agreement to Albertsons and the University and to review ways to improve the administration of this Agreement (such meeting referred to herein as, the "Annual Meeting"). Further, during each Annual Meeting:

(a) The Parties will discuss in good faith the prominence criteria as set forth in Section 3.2(b), and ways in which such criteria may be fulfilled; and

(b) The University shall use good faith efforts to cause its multi-media rights partner to notify Albertsons of any advertising, sponsorship or promotional benefits or opportunities with respect to the Athletic Program or the Stadium that are expected to become available during the upcoming Contract Year (either through new initiatives by the University or as a result of the expiration or termination of any then-current agreements with third parties that are expected to terminate or expire during the upcoming Contract Year) that are of a nature that can be provided to Albertsons and its Affiliates and, if Albertsons expresses interest in such advertising, sponsorship or promotional opportunities, the Parties shall enter into good faith discussions regarding Albertsons' acquisition of such advertising, sponsorship or promotional

benefits for additional consideration or as a substitute for other benefits to be provided hereunder.

Section 3.6 Delivery of Event Schedules. Commencing with the initial Contract Year, within five business days after the commencement of each Contract Year, the University shall provide Albertsons with a schedule of all confirmed events scheduled to be held at the Stadium during such Contract Year and shall periodically update such schedule from time to time during each Contract Year but no less frequently than every three months. The University acknowledges and agrees that they will not schedule any events at the Stadium that would (a) violate any law, (b) be patently or morally offensive or obscene, or (c) pose a danger to the Stadium Grounds or the surrounding community.

Section 3.7 Audit Rights. From time to time during the Term, Albertsons shall have the right, upon reasonable notice and at its expense, to access the Stadium (and surrounding areas) to examine and inspect the Signs, Stadium Logo Placements and other promotional elements located at the Stadium to verify that such items conform to the terms and conditions of this Agreement. In the event that Albertsons discovers that any such item does not conform in all material respects with the terms and conditions of this Agreement, the University shall promptly, but in no event later than ten (10) business days after receipt of notice of such non-conformity, correct the non-conformity, or if such nonconformity requires a longer period of time to correct, demonstrate good-faith and diligent efforts to initiate such correction. In addition, the University shall maintain complete, accurate and detailed records regarding all such items, benefits, entitlements and exclusivities. The University shall retain such records and make them available for inspection and audit by Albertsons and its authorized representatives during normal working hours with reasonable advance written notice, during the Term and for a period of three (3) years thereafter to verify that the University's provision thereof to Albertsons and its Affiliates complies with the terms and conditions of this Agreement.

ARTICLE IV

EXCLUSIVITY

Section 4.1 Exclusivity. Subject to the other provisions of this Agreement, the University will not, and will not cause or authorize any third party, with respect to the promotion or advertisement of any products or services in the Category, or any Albertsons Competitors, to (i) use the Athletic Program Marks, Stadium Name, or Stadium Logo in the Stadium, on the Stadium Grounds, in the Parking Areas, or on the outdoor marquees of the Stadium, (ii) exhibit or display signage or otherwise engage in any sponsorship, advertising or other promotional activities in the Stadium, on the Stadium Grounds, in the Parking Areas, on the outdoor marquees of the Stadium, or (iii) advertise, market or promote in publications of the Stadium, or on radio, television, internet or other live audio or video broadcast of events held at the Stadium to the extent the University exercises authority to control the content of such advertising, marketing or promotion. The University shall use good faith efforts to cause its multi-media rights partner to provide to Albertsons from time to time, but no less than once per month, a copy of its sponsors' and advertiser's forecast/pipeline report. If Albertsons has any objections to the University or its multi-media rights partner entering into a sponsorship or advertising agreement

with any entities appearing on such report, Albertsons shall notify the University within three business days of its receipt of such report, and shall in good faith identify any such prospective sponsor or advertiser that is an Albertsons Competitor.

Section 4.2 Limitations on Exclusivity. The benefits provided by Article III and exclusivity provided by Section 4.1 may be limited as set forth in this Section 4.2.

(a) Albertsons acknowledges and agrees that the University shall have the right to solicit and enter into sponsorships for its Athletic Program and its facilities with other parties that are not Albertsons Competitors provided that (A) such sponsorships do not promote or advertise products in the Category and (B) such sponsorships comply with Section 3.2(b), this Article IV and all other provisions of this Agreement, in all respects.

(b) The Parties acknowledge that the playing field at the Stadium (the "Playing Field") is currently named "Lyle Smith Field" and the Parties agree that the University shall have the continued right to retain such name. However in the event that, at any time during the Term, the University chooses to rename the Playing Field, then the University shall negotiate exclusively with Albertsons with respect to the purchase by Albertsons of the naming rights for the Playing Field for a thirty (30) day period after the University notifies Albertsons in writing of such change in circumstances. If the Parties are unable to reach an agreement during such period, then, the University shall be free to grant one or more third party sponsors the right to name the Playing Field; provided that (A) such sponsorships do not promote or advertise products in the Category and (B) such sponsorships comply with Section 3.2(b), this Article IV and all other provisions of this Agreement, in all respects; and provided further that, prior to entering into such an agreement with a third party, the University shall provide Albertsons with the opportunity to acquire such rights on substantially the same terms and conditions as such third party has offered.

(c) Broadcast Advertising. The University's broadcast and publication partners may sell advertising inventory during broadcasts of Team games and in Team publications to another Person (including an Albertsons Competitor) for marketing, promoting or advertising its products and services in the Category if and to the extent the University does not have the authority to control the sale of such inventory. Notwithstanding the fact that they may not have the authority to exercise control over such inventory, the University agrees to use its good faith efforts to seek broadcast and publication partners' cooperation in respecting Albertsons' exclusivity, including where practicable, designating the Category as a "blocked" or "exclusive" category for broadcast or publication advertising.

(d) Albertsons acknowledges and agrees that the University has over 400 licensees who make and sell Boise State related goods and products that feature the University name and Athletics Marks ("University Licensed Product"). Furthermore Albertsons acknowledges and agrees that Albertsons Competitors as defined herein now sell and will continue to sell such University Licensed Product. Albertsons acknowledges and agrees that nothing herein shall prevent the sale and/or advertising of such University Licensed Product by Albertsons Competitors provided that such advertising and sale shall relate solely to the sale of University Licensed Product. Furthermore, Albertsons acknowledges and agrees that nothing in this Agreement shall prevent University from granting similar licenses in the future for goods and products in the Category as defined hereunder.

ARTICLE V

TERM; EXCLUSIVE RIGHT OF FIRST NEGOTIATION

Section 5.1 Term. The term of this Agreement (the "Term") will commence on the Effective Date and, unless sooner terminated or extended pursuant to the provisions hereof, or in the Letter Agreement, will terminate after the expiration of the fifteenth (15^{th}) Contract Year.

Section 5.2 Early Termination Right. Commencing upon the expiration of the fifth (5^{th}) Contract Year, Albertsons shall have the right, in its sole discretion, to terminate this Agreement for any reason (or no reason) upon providing not less than two (2) years prior written notice to the University. As a pre-condition to the effectiveness of such termination, Albertsons must pay an early termination payment as set forth in the Letter Agreement (the "Early Termination Payment").

Section 5.3 Right of First Negotiation.

(a) The University agrees that the University will not directly or indirectly, solicit indications of interest for, or negotiate with any Person regarding, or enter into any agreement or understanding with respect to (A) naming rights for the Stadium for any period following the Term, (B) a similar scope of sponsorship or promotional rights as those granted to Albertsons under this Agreement for any period following the Term, or (C) any portion of the rights granted to Albertsons under this Agreement such that if such rights were granted to another party, the University would not be able to make available to Albertsons substantially similar rights after the Term as are currently granted to Albertsons under this Agreement (a "Replacement Agreement"), without the University having first engaged in good faith exclusive negotiations with Albertsons during the time period beginning February 1, 2028, and ending July 31, 2028 (such period as may be adjusted hereunder, the "Negotiation Period"), for an extension of this Agreement beyond the initial Term. Albertsons understands that, at any time after the Negotiation Period (but not before) the University shall be free to negotiate with any third party regarding a Replacement Agreement for the period commencing immediately following the expiration of the Term; provided, however, the University shall not enter into any Replacement Agreement except as permitted by this Section 5.3.

(b) If the Parties are not able to agree on terms and conditions under which the Term shall be extended and to execute a new naming rights agreement (or an extension or amendment of this Agreement) during the Negotiation Period, then upon the expiration of the Negotiation Period, the University shall thereafter be free to solicit indications of interest for, or negotiate with any Person regarding, or enter into a Replacement Agreement; provided, however, that the University shall not enter into such proposed Replacement Agreement unless and until the University complies with the requirements of Section 5.3(c) below (or if the University enters into such a proposed Replacement Agreement, the effectiveness of such Replacement Agreement shall be conditioned upon Albertsons not exercising its rights hereunder).

(c) The University shall deliver to Albertsons a term sheet or memorandum setting forth all material terms and conditions of any proposed Replacement Agreement described in Section 5.3(b). Albertsons shall have until 5:00 p.m. Boise, Idaho time on the

thirtieth (30th) day following receipt of such term sheet or memorandum to agree to renew this Agreement on substantially similar terms and conditions as the proposed Replacement Agreement, except as may be necessary to reflect the difference of the naming rights partner (an "Equivalent Extension Offer"). If Albertsons makes an Equivalent Extension Offer, the University shall accept it and the University shall decline the proposed Replacement Agreement (or if the Replacement Agreement was conditioned upon Albertsons not exercising its rights hereunder, the University shall immediately terminate the Replacement Agreement). Thereafter the Parties shall immediately enter into a definitive naming rights agreement (or an extension or amendment of this Agreement) reflecting the terms and conditions of the Equivalent Extension Offer (such agreement, extension or amendment of this Agreement being an "Extension Agreement"). This Section 5.3 shall survive the expiration of this Agreement.

ARTICLE VI

CONSIDERATION

Section 6.1 Rights Fees. In consideration for the rights and benefits to be granted by the University hereunder, Albertsons will pay to BSP the amounts set forth, collectively, the "Rights Fees" in that certain letter agreement of even date herewith, the "Letter Agreement," between Albertson's and BSP. University acknowledges and agrees that payment to BSP of the Rights Fees under the Letter Agreement is authorized and approved by University and satisfies Albertson's obligation to pay the Rights Fees under this Agreement. University agrees to look solely to BSP and not Albertson's for all or any portion of the Rights Fees to which University may be entitled pursuant to University's agreements with BSP.

Section 6.2 Payment Terms. All Rights Fees shall be paid by Albertsons by wire transfer of immediately available funds to such account(s) as designated by BSP.

Section 6.3 Reduction of Rights Fees and Other Rights. If for any reason other than Force Majeure, including as the result of NCAA Agreements, (a) the Team does not play all of its home games in the Stadium during any Contract Year, (b) the Team plays fewer than six (6) home games in the Stadium during any Contract Year for any reason, or (c) the Team incurs sanctions which prevent the team from appearing in conference championship games or post season conference tournaments, NCAA, or playoff/bowl games during any Contract Year, then Albertsons shall be entitled to (i) a mutually agreeable equitable adjustment, and/or (but without double recovery), (ii) a corresponding equitable extension at the end of the Term, with no payment obligation for the duration of such extension, or (iii) if applicable, the termination rights provided in Section 13.4.

ARTICLE VII

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.1 Representations, and Warranties and Covenants of the University. The University hereby represents and warrants to Albertsons that:

(a) The University has all requisite power and authority to conduct its business as currently conducted.

(b) The University has the requisite right and legal authority to execute, deliver and fully perform its obligations under this Agreement, including, without limitation, the right to grant naming rights for the Stadium.

(c) The University has taken all necessary action to authorize its execution, delivery and performance of this Agreement. The University has taken all necessary action to approve of BSP entering into the Letter Agreement with Albertson's. This Agreement, when executed and delivered by the University shall constitute a legal, valid and binding obligation of the University, enforceable against the University in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) The execution, delivery and performance of this Agreement by the University does not and will not constitute a violation or a breach of, or constitute a default under (1) organizational documents of the University, (2) any applicable law, rule or regulation of a governmental authority binding upon or applicable to the University, (3) any material agreements to which the University is a party, or (4) any NCAA Agreement. No approval or other action by any governmental authority or agency is required in connection herewith.

(e) There is no pending or, to the University's knowledge, threatened objection or claim being asserted against the University in any administrative or judicial proceeding or by any person or entity with respect to the ownership, validity, registerability, enforceability or use of any of the Athletic Program Marks or challenging or questioning the validity or effectiveness of any such ownership or license and, to the University's knowledge, there is no basis for any such objection or claim.

(f) The University will, at no cost or expense to Albertsons, cause the Stadium to be maintained and operated in material compliance with the standards of operation and maintenance of other Stadiums which are used by Division 1 FSB programs for varsity home football games, keep the Stadium in a good, clean and safe condition fit for the hosting of Team home games and other events held at the Stadium and be responsible for the compliance with the obligations of the University under this Agreement and with all applicable laws, rules and regulations, including, without limitation, the requirements of all safety, health and environmental laws, regulations and rules, and NCAA Agreements.

(g) Nothing contained within the NCAA Agreements or any rules, requirements or agreement with or of the MWC will prevent the University from providing to Albertsons the rights and benefits set forth in this Agreement and on Exhibit A.

(h) The University shall cause the Team to play all pre-season, regular season, playoff, and championship "home" games in the Stadium ("Home Games").

(i) There are no claims, demands, actions or proceedings pending or, to the University's knowledge, threatened against the University that could either individually or in the

aggregate reasonably be expected to have a material adverse effect on the University's ability to perform its obligations.

Section 7.2 Representations, Warranties and Covenants of Albertsons. Albertsons hereby represents and warrants to the University that:

(a) Albertsons has all requisite power and authority to conduct its business as presently conducted.

(b) Albertsons has the requisite right and legal authority to execute, deliver and fully perform its obligations under this Agreement including, without limitation, to grant the rights and licenses set forth in Section 2.2(b) and Section 8.1.

(c) Albertsons has taken all necessary action to authorize its execution, delivery and performance of this Agreement. This Agreement, when executed and delivered by it, shall constitute a legal, valid and binding obligation of such Person, enforceable against it in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) The execution, delivery and performance of this Agreement by Albertsons does not and will not constitute a violation or a breach of, or constitute a default under (1) its organizational documents, (2) any applicable law, rule or regulation of a governmental authority binding upon or applicable to it, or (3) any material agreements to which it is a party. No approval or other action by any governmental authority or agency is required in connection herewith.

(e) There is no pending or, to such Person's knowledge, threatened objection or claim being asserted against it in any administrative or judicial proceeding or by any Person with respect to the ownership, validity, registerability, enforceability or use of any of the Albertsons Marks or challenging or questioning the validity or effectiveness of any such ownership or license and, to such Person's knowledge, there is no basis for any such objection or claim.

(f) There are no claims, demands, actions or proceedings pending or, to Albertsons' knowledge, threatened against Albertsons that could either individually or in the aggregate reasonably be expected to have a material adverse effect on its ability to perform its obligations.

ARTICLE VIII
USE OF MARKS

Section 8.1 The University's Use of Albertsons Marks. In addition to the license granted in Section 2.2(b) relating to the Stadium Name and Stadium Logo, Albertsons hereby grants to the University, during the Term, at no charge, the non-exclusive right and license to use the Albertsons Marks in conjunction with acknowledging Albertsons and its Affiliates' status as an

official sponsor of the University. Albertsons shall have the right to approve in advance any materials to be used by the University in displaying the Albertsons Marks. Except as expressly provided herein and subject to the terms and conditions hereof, the University shall not have any rights whatsoever to utilize any Albertsons Marks. The University acknowledges and agrees that Albertsons Marks shall be and remain the sole property of Albertsons. Any and all rights under trademark or copyright law or otherwise relating to Albertsons Marks and the goodwill associated therewith shall inure to the benefit of Albertsons. The University shall not infringe upon, harm or contest the rights of Albertsons in its Marks. Any use of Albertsons Marks, except as specifically authorized herein, shall require, in each instance, the prior written consent of Albertsons.

Section 8.2 University Intellectual Property: Subject to the superseding rights of the MWC, Albertsons acknowledges and agrees that University owns the intellectual property rights associated with the University, its athletic teams, its facilities and the associated events and broadcasts ("University Intellectual Property"). Notwithstanding anything herein to the contrary, including without limitation the provisions of Section 2.2., Albertsons acknowledges University's exclusive right, title and interest in and to the Athletics Marks and other University Intellectual Property and will not in any manner represent that Albertsons has any ownership therein, or in any registration thereof and will not knowingly in any way do or cause to be done any act or thing contesting or any way impairing any part of such right, title and interest.

ARTICLE IX

FORCE MAJEURE

Section 9.1 Force Majeure. In the event that any Party hereunder is unable to perform or is precluded from performing its obligations under this Agreement due to any unforeseen circumstances beyond the reasonable control of such Party, including, but not limited to, fire, earthquake, explosion or other casualty, riot, or civil commotion, act of government or governmental instrumentality (whether federal, state or local), war, act of terrorism, failure of performance by a common carrier, failure in whole or in part of third party technical facilities (e.g., an Internet hosting company), or act of God (a "Force Majeure Event"), then such inability to perform shall not be deemed to be an Albertsons Default (defined below) or University Default (defined below) hereunder, as the case may be; provided, however, that such Party shall make all reasonable efforts to continue to meet its obligations throughout the duration of the Force Majeure Event and the suspension of any obligations of such Party shall only last during the time the Force Majeure Event continues (and such reasonable time thereafter to allow such Party to respond to such condition). Notwithstanding the foregoing, if during any Contract Year, any Home Games are cancelled at the Stadium due to a Force Majeure Event and is not rescheduled at the Stadium during the Term and as a result, the University fails to provide rights and benefits granted to Albertsons hereunder for such Contract Year, then Albertsons will have the right to receive (a) a mutually agreeable equitable adjustment to the Rights Fees, and/or (but without double recovery) (b) a corresponding equitable extension at the end of the Term; and (c) if applicable, the termination rights provided in Section 13.4.

ARTICLE X
INDEMNIFICATION

Section 10.1 Indemnification.

(a) The University shall defend, indemnify and hold harmless Albertsons, its Affiliates, officers, directors, managers, owners, agents and employees of the foregoing ("Albertsons Indemnitees") from and against any and all claims, damages, demands, suits, actions, complaints, liabilities, judgments, losses, costs and expenses, of any nature whatsoever, including reasonable attorneys' fees and all costs of investigation (collectively, "Claims"), alleged to have arisen out of or relating to (i) any breach by the University of its covenants or obligations hereunder, (ii) any inaccuracy of the representations and warranties of the University hereunder, (iii) any infringing use, or allegation of such use, by Albertsons of Athletic Program Marks (provided that Albertsons' use of Athletic Program Marks is in accordance with and as permitted under the terms of this Agreement) and/or any copyright claim for materials created or distributed by or on behalf of one or more the University that include any Athletic Program Mark, (iv) any unfair or fraudulent advertising charges or claims related to advertisements of the University or its Affiliates, (v) any negligence or willful misconduct by the University or its respective officers, directors, managers, owners, agents and employees relating to the rights and benefits granted hereunder to Albertsons, (vi) the Stadium, including, without limitation, the operation, management or administration of the Stadium and any personal injury (including death) or property damage suffered at or on the Stadium premises or relating to any environmental claims in or about the Stadium, or (vii) a Stadium event, except, in each case, to the extent attributable to the negligence or willful misconduct of any Albertsons Indemnitee; provided, however, that Albertsons Indemnitees shall promptly notify the University of any Claim to which the indemnification set forth in this paragraph applies (it being understood that the failure to so notify shall not excuse the University from its obligations under this paragraph except to the extent that such failure increases the liability of the indemnifying Party hereunder) and shall tender to the University the defense thereof. If the University promptly assumes the defense of a Claim covered by this Section 10.1(a), no Albertsons Indemnitee may settle or compromise such Claim without the prior written approval of the University. If the University fails to assume the defense of such Claim, the Albertsons Indemnitees may settle or compromise such Claim on such terms as the Albertsons Indemnitees may reasonably deem appropriate, and the University shall reimburse the Albertsons Indemnitees for the cost of such settlement, in addition to the University's other obligations hereunder.

(b) Albertsons shall defend, indemnify and hold harmless the University, its respective Affiliates and the respective officers, directors, managers, owners, agents and employees of the foregoing ("University Indemnitees") from and against any and all Claims alleged to have arisen out of (i) any breach by Albertsons of its covenants or obligations hereunder, (ii) any inaccuracy of the representations and warranties of Albertsons hereunder, (iii) any infringing use, or allegation of such use, by the University of Albertsons Marks, the Stadium Name or Stadium Logo (provided that the University's use of Albertsons Marks, Stadium Name and Stadium Logo is in accordance with and as permitted under the terms of this Agreement) and/or any copyright claim for Advertising Copy created or distributed by or on behalf of Albertsons that include any Albertsons Mark, the Stadium Name or Stadium Logo, (iv) the

content of any Advertising Copy or Signs, including unfair or fraudulent advertising charges or claims related thereto, or (v) any negligence and willful misconduct by Albertsons or its officers, directors, managers, owners, agents and employees relating to the exercise or utilization by Albertsons of the rights granted hereunder except, in each case, to the extent attributable to the negligence or willful misconduct of the University Indemnitee; provided, however, that University Indemnitees shall promptly notify Albertsons of any Claim to which the indemnification set forth in this paragraph applies (it being understood that the failure to so notify shall not excuse Albertsons from its obligations under this paragraph except to the extent that such failure increases the liability of Albertsons hereunder) and shall tender to Albertsons the defense thereof. If Albertsons promptly assumes the defense of a Claim covered by this Section 10.1(b), no University Indemnitee may settle or compromise such Claim without the prior written approval of Albertsons. If Albertsons fails to assume the defense of such Claim, the University Indemnitees may settle or compromise such Claim on such terms as the University Indemnitees may reasonably deem appropriate, and Albertsons shall reimburse the University Indemnitees for the cost of such settlement, in addition to the University's other obligations hereunder.

(c) With respect to the indemnitees enumerated in Section 10.1(a) and Section 10.1(b), the indemnifying Party(ies) shall, upon request by the indemnitee(s), allow the indemnitee(s), at its (their) own expense, to cooperate in the defense of any such Claim.

(d) An indemnifying Party's duty to pay any Claim hereunder shall, in each instance, be reduced by the amount the indemnified Party recovers from any third party in connection therewith, including, without limitation, as a result of, at its discretion, exercising its rights as a third party beneficiary under another contract or pursuing and receiving insurance proceeds in connection with such Claim. The intent of this provision is that the indemnified Party be made as whole as possible and not receive a windfall.

(e) Notwithstanding anything to the contrary herein, nothing herein shall be deemed to constitute a waiver by either Party of any privilege, protection, or immunity otherwise afforded it under any state or federal law.

ARTICLE XI
INSURANCE

Section 11.1 University Insurance Coverage. During the Term, the University agrees to maintain at its sole cost and expense, insurance coverage as follows:

University is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902 as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code section 72-205. As such, University shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are proscribed by Idaho Code section 6-924 (not less than $500,000) as well as worker's compensation coverage for its employees, as required under Idaho Code Section 72-301. University's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management

in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code Section 6-919. University shall insure its liability for worker's compensation through the State of Idaho's State Insurance Fund, as provided under Idaho Code section 72-301.

Section 11.2 Certificates and Policies of University's Insurance. Upon execution of this Agreement, the University shall provide Albertsons with evidence of insurance indicating all coverage required by Section 11.1. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. Evidence of insurance and notices shall be sent to: Albertson's LLC, Attn: Records Center-COI, 250 E. Parkcenter Blvd., Boise, ID 83706.

Section 11.3 Albertsons Insurance Coverage. During the Term, Albertsons agrees to maintain at its sole cost and expense, insurance coverage as follows:

(a) Commercial general liability insurance with coverage equal to that provided by the University in Section 11.1 above.

(b) Workers' compensation insurance affording statutory coverage and statutory limits with a minimum in employer liability limits not less than the minimum provided by the University in Section 11.1 above.

Section 11.4 Certificates and Policies of Albertsons' Insurance. Upon execution of this Agreement, Albertsons shall provide the University with evidence of insurance indicating all coverage required by Section 11.3. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. Evidence of insurance and notices shall be sent to University at the Notice address contained in Section 14.5.

ARTICLE XII
PROTECTION OF RIGHTS

Section 12.1 Protection of Albertsons Rights. The Parties acknowledge that this Agreement may be subordinate to any liens of a Stadium Lender or to certain other parties providing financing or other rights. Accordingly, the University shall, upon Albertsons' request, obtain such enforceable written confirmation as Albertsons deems reasonably necessary to ensure that Albertsons' rights shall not be adversely affected by the exercise of any Stadium Lender's rights under the applicable loan documentation, including following a foreclosure upon (or delivery of a deed-in-lieu-of-foreclosure) or other similar process or by any other party with rights in the Stadium that are senior to Albertsons' rights under this Agreement.

ARTICLE XIII

DEFAULT; TERMINATION

Section 13.1 Default by Albertsons.

(a) Events of Default. The occurrence of one or more of the following matters shall constitute a default by Albertsons (an "Albertsons Default"):

(i) Albertsons' failure to pay any of the Rights Fees or other amounts when due to BSP under the Letter Agreement, if such failure shall continue for a period of thirty (30) days after written notice from BSP to Albertsons, specifying the failure and demanding that it be cured.

(ii) Albertsons' failure to perform or comply with any other material term or condition of this Agreement, or its material breach of any representation or warranty made herein, and such failure or breach shall continue for a period of thirty (30) days after written notice from the University to Albertsons, specifying the failure or breach and demanding that it be corrected.

(iii) Albertsons (I) applies for or consents to the appointment of a custodian of any kind, whether in bankruptcy, common law or equity proceedings, with respect to all or any substantial portion of its assets, (II) becomes insolvent or is unable, or admits in writing its inability, to pay its debts generally as they become due, (III) makes a general assignment for the benefit of its creditors, or (IV) (x) files a petition seeking relief under the United States Bankruptcy Code or (y) if such a petition is filed by any of its creditors, such petition is approved by a court of competent jurisdiction and such approval is not vacated within 120 days.

(b) Rights and Remedies of the University upon Albertsons Default. Upon the occurrence of an Albertsons Default, the University shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) recover all damages provided by law or in equity; (iii) exercise any other right or remedy at law or in equity, including seeking an injunction or order of specific performance and (iv) terminate this Agreement.

Section 13.2 Default by the University.

(a) Events of Default. The occurrence of one or more of the following events shall constitute a default by the University (a "University Default"):

(i) The University's failure to pay any amounts when due to Albertsons hereunder, if such failure shall continue for a period of thirty (30) days after written notice by Albertsons specifying the failure and demanding that it be cured.

(ii) The Team ceases to play all of its Home Games in the Stadium in accordance with Section 7.1(h).

(iii) The University's failure to perform or comply with any other material term or condition of this Agreement, or its material breach of any representation or warranty made herein, and such failure or breach shall continue for a period of thirty (30) days after written notice by Albertsons to the University, specifying the failure or breach and demanding that it be cured.

(iv) If the University (I) applies for or consents to the appointment of a custodian of any kind, whether in Bankruptcy, common law or equity proceedings, with respect to all or any substantial portion of its assets, (II) becomes insolvent or is unable, or admits in writing its inability, to pay its debts generally as they become due, (III) makes a general assignment for the benefit of its creditors, or (IV) (x) files a petition seeking relief under the United States Bankruptcy Code or (y) if such a petition is filed by any of its creditors, such petition is approved by a court of competent jurisdiction and such approval is not vacated within one hundred twenty (120) days.

(b) Rights and Remedies of Albertsons upon University Default. Upon the occurrence of a University Default, Albertsons shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) recover all damages provided by law or in equity; (iii) exercise any other right or remedy at law or in equity, including seeking an injunction or order of specific performance, and (iv) terminate this Agreement and the Letter Agreement.

Section 13.3 Cumulative Rights and Remedies. All rights and remedies of the Parties herein specified are cumulative and are in addition to, and not in limitation of, any rights and remedies the Parties may have at law, in equity or otherwise, and all such rights and remedies may be exercised singularly or concurrently.

Section 13.4 Albertsons' Special Termination Rights.

In addition to the rights and remedies set forth in Section 13.2(b) and the Early Termination Right set forth in Section 5.2, Albertsons may terminate this Agreement by providing written notice thereof to the University if (i) the Team ceases to use the Stadium as the location for its Home Games; (ii) the Team ceases to be a Division I FBS program; (iii) a Force Majeure Event results in no regular season Team home games being played at the Stadium for more than twelve (12) months as set forth in Article IX; or (iv) the Team incurs sanctions which prevent the Team from appearing in conference championship games or post season conference tournaments, NCAA, or playoff/bowl games during any Contract Year. Upon a termination by Albertsons of this Agreement in accordance with this Section 13.4 or Section 13.2, Albertsons shall be entitled to a refund from BSP of a pro-rata portion of the Rights Fees previously paid by Albertsons to BSP for the months remaining in the Contract Year after the termination occurs. Such refund shall be paid to Albertsons no later than thirty (30) days after the effective date of termination of this Agreement by Albertsons.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Independent Contractor. Each of the Parties is an independent contractor and no Party is empowered to bind another with respect to any contracts, arrangements or understandings with any outside party.

Section 14.2 Headings. The descriptive heading of the Articles and Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 14.3 Entire Agreement. This Agreement, including the schedules and exhibits attached hereto, which are incorporated herein, constitutes the entire agreement between and among the Parties, and supersedes any previous oral or written agreements, representations and covenants, regarding the subject matter hereof and shall become a binding and enforceable Agreement between and among the Parties hereto and their respective successors (including successors to the Stadium and the Team) and permitted assigns upon the full and complete execution and unconditional delivery of this Agreement by all Parties hereto. This Agreement may not be amended, modified or supplemented unless executed by the University and Albertsons.

Section 14.4 Assignment. This Agreement and the rights and obligations of any Party hereunder may not be assigned without the prior written consent of the other Parties, which written consent shall not be unreasonably withheld; provided, however, that neither Albertsons nor the University, as applicable, shall be required to obtain the written consent of the University or Albertsons, as applicable, for (a) any transfer by such transferor of this Agreement to a transferee in connection with a change of control of transferor, including, without limitation by way of merger, corporate restructuring, reorganization, consolidation, divestiture, recapitalization, combination, exchange of shares, spin-off, sale of such transferor's outstanding voting securities, (b) the sale or other transfer of all or substantially all of such transferor's assets or (c) any transfer of this Agreement or any rights and benefits hereunder to an Affiliate of such transferee. If BSP's Multi-Media Rights Agreement with University terminates or expires before the Term of this Agreement, then all rights and obligations of BSP under the Letter Agreement shall automatically be assigned by BSP and vest in University or University's then Multi Media Rights partner as designated by University with no further documentation necessary or required to give effect to such assignment.

Section 14.5 Notices. All notices and other communications hereunder will be in writing and will be deemed to be given upon receipt if delivered personally, by registered or certified mail (return receipt requested) or by overnight courier to the Parties at the following addresses (or at such other address for a Party as will be specified by like notice):

If to Albertsons, to:

Albertson's LLC
250 E. Parkcenter Boulevard
Boise, ID 83706
Attention: Bob Butler, Chief Operating Officer

with copies to:

Office of the General Counsel
Albertson's LLC
250 E. Parkcenter Boulevard
Boise, ID 83706
Attention: Paul Rowan

If to the University, to:

Boise State University
1910 University Drive
Boise, ID 83725
Attention: Stacy Pearson, Vice President
for Finance and Administration

with a copy to:

Office of the General Counsel
Boise State University
1910 University Drive
Boise, ID 83725

And with a copy to:

Bronco Sports Properties, LLC
1910 University Drive
Boise, ID 83725-1022
Attention: General Manager

Section 14.6 Governing Law. This Agreement will be governed by the laws of the State of Idaho without reference to principles of conflicts of laws.

Section 14.7 Confidentiality. The Parties will keep confidential the specific material terms and conditions of the transaction contemplated hereby, provided that disclosure may be made (a) to their respective counsel, financial advisors, and consultants who require such information to advise their clients in connection with the transaction contemplated hereby, (b) if disclosure is required by Court order, or applicable law or regulation and (c) if disclosure is required to

comply with a request or requirement of a governmental or administrative entity or agent thereof. Each of the Parties will direct their respective counsel, financial advisors and consultants to maintain such information in the strictest confidence. No Party will make any public announcement with respect to this Agreement or the transactions contemplated hereby or disclose the specific terms of this Agreement or the transaction contemplated hereby to any third party without the prior written consent of the other.

Section 14.8 Choice of Venue. Any and all disputes arising under this Agreement shall be initiated and adjudicated exclusively in state courts located in Ada County, Idaho. Each Party waives any objection it has to venue based on forum non conveniens or similar grounds with respect to an action brought in such jurisdiction.

Section 14.9 Waiver of Jury Trial. The Parties waive any rights to a trial by jury in any action, proceeding, or counterclaim brought by any of the Parties against any other Party on, or in respect of, any matter whatsoever arising out of or in any way connected with this Agreement or any document or instrument delivered in connection with this Agreement, the relationship of Parties hereunder, and/or any claim of injury or damage.

Section 14.10 Sovereign Immunity and Standing to Enforce Covenants. The University acknowledges that the ability of Albertsons to enforce the terms of this Agreement and, if necessary, to have the right to pursue injunctive relief is of critical importance to Albertsons and without such rights, Albertsons would not agree to enter into this Agreement. To the fullest extent permitted by law, the University irrevocably waives and forever relinquishes any and all rights it may have to assert a defense of sovereign immunity or similar theory in connection with any action, proceeding, suit, arbitration or other matter before any court, tribunal, arbitrator(s) or other adjudicative body or otherwise in connection with the transaction contemplated by this Agreement, and/or any other agreements or covenants contemplated in connection with this Agreement, and, in connection therewith, agrees to the granting to Albertsons of injunctive relief and to the entry of a judgment for damages in the event of a default or breach by the University. The University agrees to execute such additional waivers and take any and all additional actions reasonably necessary or reasonably requested by Albertsons to ensure that this waiver of sovereign immunity is binding and enforceable.

Section 14.11 Expenses. Each Party shall bear its own expenses in connection with this Agreement, and the transactions contemplated hereby. Without limiting the generality of the foregoing, Albertsons shall be solely responsible for any commissions owing to third parties (e.g., advertising agencies) in connection with the rights and benefits obtained by Albertsons hereunder as a result of any brokers or finders procured by it and the University shall be solely responsible for any commissions owing to third parties (e.g., advertising agencies) in connection with the rights and benefits granted by the University hereunder as a result of any brokers or finders procured by them.

Section 14.12 Drafting. Each Party warrants, represents, and agrees that in executing and delivering this Agreement it does so freely and voluntarily, that such party has consulted with or has had the opportunity to consult with independent counsel of such Party's own choice concerning this Agreement, and that each Party has read and understands this Agreement, is fully aware of its legal effect and has entered into it freely based on such Party's own judgment.

Hence, this Agreement shall not be construed against any Party on the basis that such Party was the drafter.

Section 14.13 No Third Party Beneficiaries. Except for BSP's rights under the Letter Agreement, this Agreement is not intended, and shall not be construed, to create any interests or rights for any third party beneficiaries.

Section 14.14 Severability. If any term, covenant, condition or restriction hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder of the terms, covenants, conditions and restrictions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 14.15 Waiver. No waiver of any right, obligation or default shall be implied, but must be in writing, signed by the Party against whom the waiver is sought to be enforced. Any particular waiver of any right, obligation or default shall not be construed as a waiver of any subsequent or other right, obligation or default.

Section 14.16 Counterparts. This Agreement may be executed in two or more counterparts all of which together shall constitute one and the same agreement. Delivery of a copy of this Agreement by facsimile transmission, by electronic mail in "portable document format" ("pdf") form or by any other electronic means that preserves the original graphic and pictorial appearance of a document shall have the same effect as physical delivery of the paper document bearing the original signature.

Section 14.17 Approvals.

(a) Government Approvals. The Parties acknowledge and agree that certain signage is subject to the requirements of state and local governments and the Federal Highway Administration. Accordingly, all signage shall comply with all applicable governmental rules and regulations.

(b) NCAA and MWC Rules. The Parties also acknowledge and agree that this Agreement is subject to Idaho law and any NCAA and MWC (or any other athletic conference of which University may become a member during the term) rules and regulations applicable to signage, marketing and promotional materials effective as of the date such regulation shall take effect.

(c) University Obligation. It shall be the University's obligation to assure that all signage shall comply with all applicable state and local laws and NCAA and MWC rules and regulations.

(d) State Board of Education. This Agreement is subject to the approval of the State Board of Education ("SBOE"). The University shall seek approval from the SBOE of this Agreement and such naming at the first available regularly scheduled meeting of the SBOE following the Parties' execution of this Agreement. This Agreement shall be of no force or effect

until the SBOE approval is obtained. If this Agreement is not approved by the SBOE, then this Agreement and all terms and conditions contained herein will be null and void.

Section 14.18 Liabilities and Obligations of the Parties. Any and all obligations and liabilities of the University, including the obligation to pay any amounts under this Agreement from and after the time such amounts are due and payable (including, without limitation, arising from a breach hereof) are joint and several.

Section 14.19 Survival. Sections 2.2(b), 2.4, 3.7, Article V, 8.1, 10.1, 11.1, 12.1 and this Article XIV shall survive the expiration or earlier termination of this Agreement, together with any other provision which by its terms or nature is intended to survive such expiration or termination.

Section 14.20 Non-discrimination. The University and Albertsons agree that in fulfilling the terms of this Agreement, neither Party will discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, disability, or Veteran status.

Section 14.21 Limitations of Liability. No claim may be made by any Party hereunder against any other Party or any affiliate, director, member, manager, officer, employee, attorney or agent thereof for any special, indirect, consequential, incidental or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions or relationships contemplated by this Agreement or any other transaction, relationship, act, omission or event arising or occurring in connection therewith. Each Party waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor. Nothing in this Section 14.21 shall limit the liability of any party to indemnify another party under Article X for Claims made by third parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

ALBERTSONS:

ALBERTSON'S LLC

By: _____
Name: ROBERT G. MILLER
Title: CHIEF EXECUTIVE OFFICER

UNIVERSITY:

BOISE STATE UNIVERSITY

By: _____
Name: Robert W. Kustra
Title: President

ACKNOWLEDGED AND AGREED:

BRONCO SPORTS PROPERTIES, LLC

By: _____
Name: Daniel Hawley
Title: General Manager

EXHIBIT A

ADVERTISING/SPONSORSHIP RIGHTS AND BENEFITS

(Capitalized Terms are as defined in the Agreement)

a. Naming

The lobby in the Alumni and Friends building shall be named "Albertsons Lobby."

b. Signage
   i. Stadium Logo on exterior of Stadium over all four spectator gate entrances
   ii. Directional Signage throughout stadium concourse
   iii. "Albertsons' Stadium" included in campus directional signage

c. Print Advertising

Stadium Logo on all Stadium-related literature, including brochures

d. Additional Advertising
   i. Stadium Logo placed on plates, napkins, cups, glassware, etc. as such of those that bear logos, subject to third party agreements or other sponsorships (*e.g.*, Agri Beef napkins are produced for use within the Stueckle Sky Center)
   ii. Stadium Logo placed on Staff uniforms
   iii. Stadium Logo placed on all Stadium event programs, tickets, passes and lanyards
   iv. Dedicated Albertsons Stadium information page hosted within Broncosports.com

e. Travel

One football game trip for four people each season (not including post-season bowl). This trip will include flights to and from the game on the University charter flight, tickets to the game and hotel accommodations.

f. Facility Use

Albertsons can use the Stadium for its official company events, (e.g., Albertsons Stadium Day, company picnics and other family events, Executive meetings in Stueckle Sky Center and charity and philanthropic events),subject to official University events and previously scheduled uses of the Stadium

1. Albertsons will not have to pay a rental fee but will be responsible for all expenses of such use
2. Albertsons may not use the Stadium for revenue generating events
3. Details to be mutually agreed upon
4. Subject to Athletics Department Facility Use Policies and Procedures

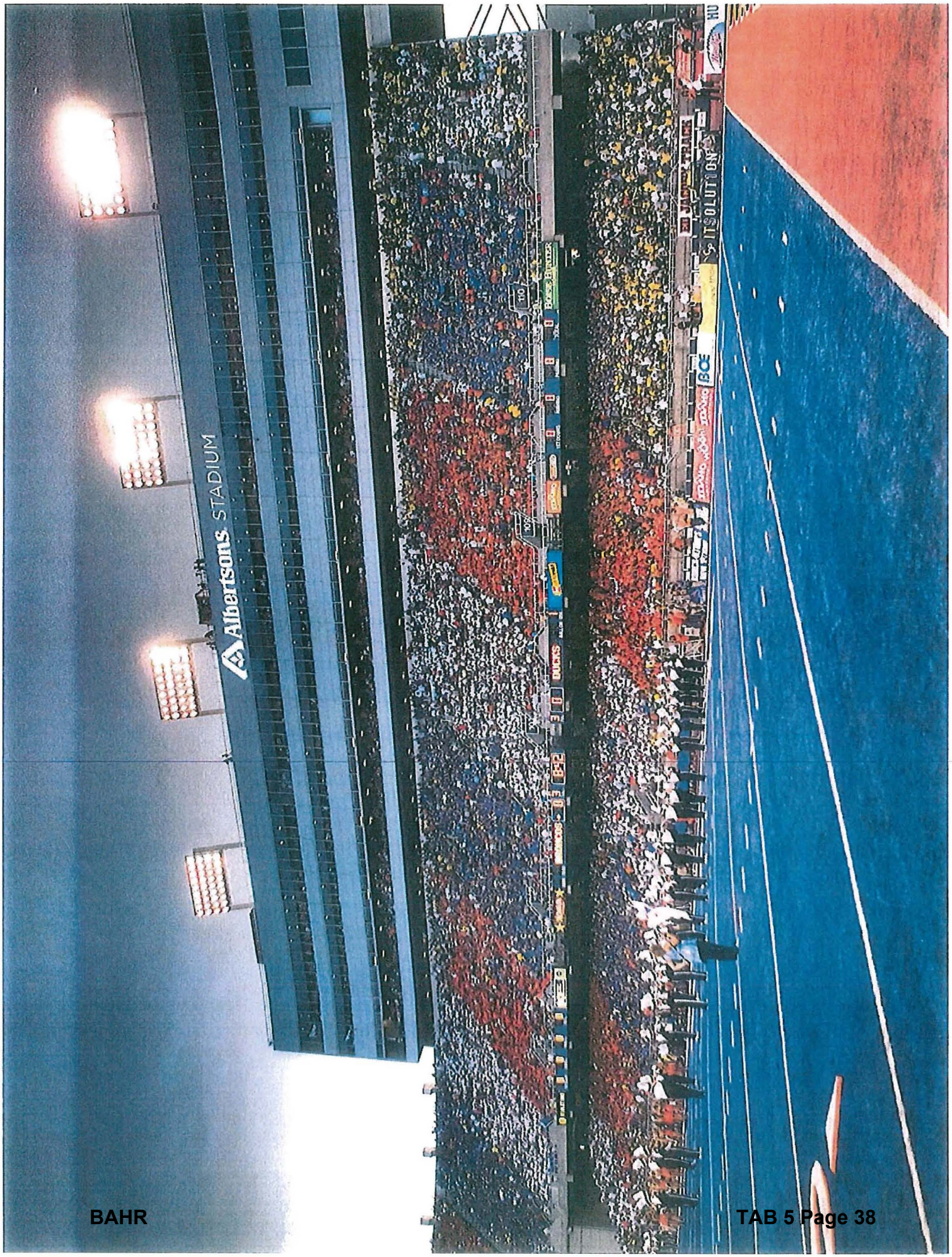
g. Miscellaneous

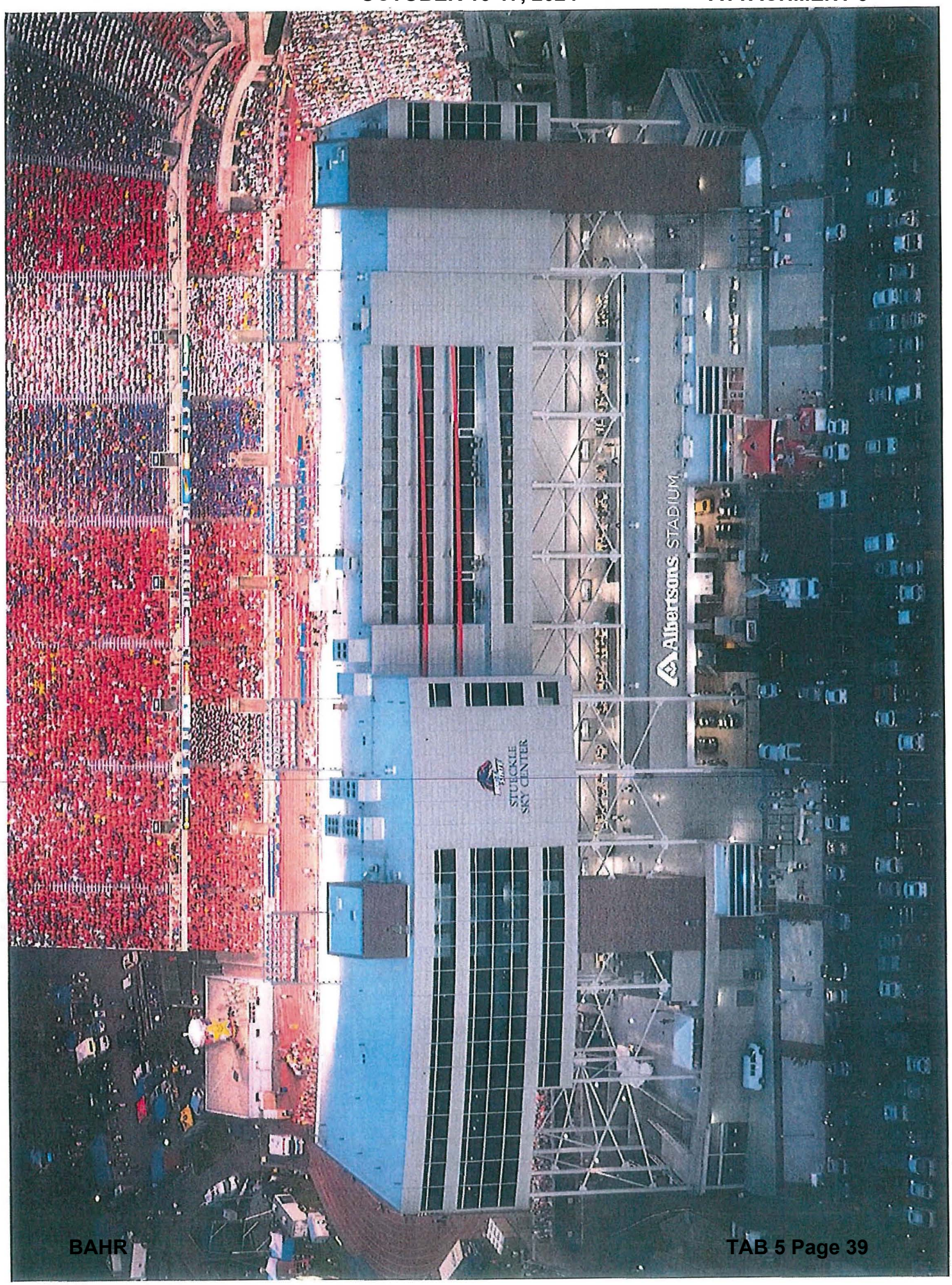
Inside access to Boise State Athletics – coaches' dinners and pregame VIP on field passes subject to escort by University.

SCHEDULE I TO EXHIBIT A

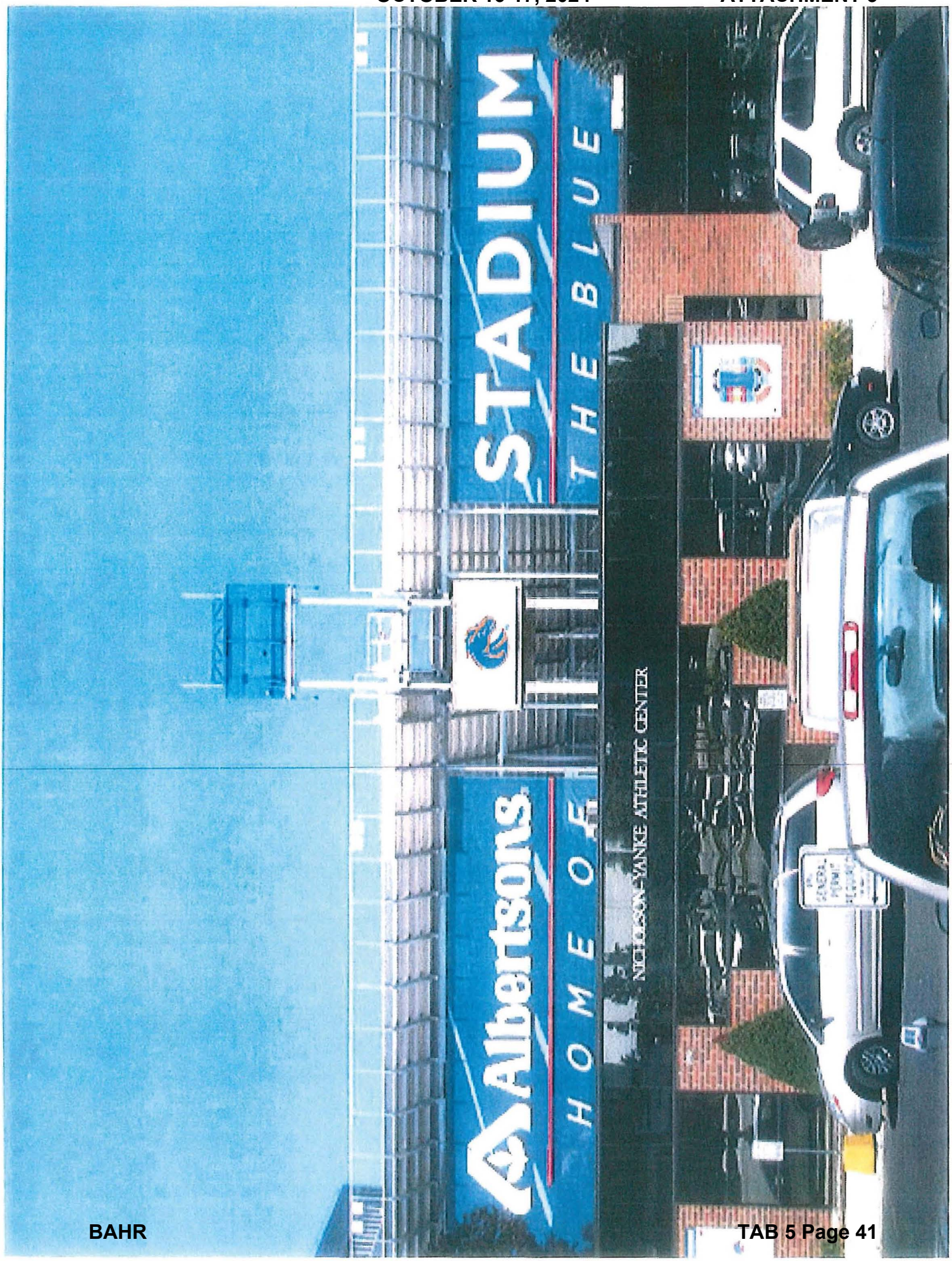
The parties will be jointly and equally responsible for all costs and expenses associated with the fabrication, construction and installation of the four major signs, as illustrated in the examples attached to this Schedule 1 to Exhibit A. Additionally, the parties will be jointly and equally responsible for all costs and expenses associated with the fabrication, construction and installation of stitching the Stadium Name into the stadium turf and the removal, reproduction, and installation of the large football player banners to include the Stadium Name or Stadium Logo as allowed by the NCAA.

However, the addition of the Stadium Logo on the football player banners and Albertsons' name on the Blue Turf (but not commercial logo) during regular season home games is subject to NCAA rules, policies, guidelines, and interpretations and existing name rights e.g. Lyle Smith Field. Should NCAA rules, policies, guidelines or interpretations preclude the addition of either of the Stadium Name, Stadium Logo, Albertsons name or Albertsons Marks on the football player banners, the banners shall not be changed for the purposes of this Agreement and Albertsons shall not be responsible for any costs associated with the banners.


Albertsons STADIUM
IT$OLUTION
BOISE BUILDER
BOISE WOOD TRADES
BCE


Albertsons STADIUM
STUECKLE SKY CENTER


Albertsons STADIUM
PASSION
EXCELLENCE
DISCIPLINE
verizon wireless
St Luke's


Albertsons
HOME OF
STADIUM
THE BLUE
NORTHSIDE-YANKE ATHLETIC CENTER

Albertsons STADIUM
BOISE STATE
Albertsons STADIUM

EXHIBIT B

SUITE LICENSE AGREEMENT

EXHIBIT B

BRONCO STADIUM SUITE LICENSE AGREEMENT

THIS BRONCO STADIUM SUITE LICENSE AGREEMENT ("License") is made and entered into as part of the attached Naming Rights Agreement between Albertsons ("Suite Holder") and University. To the extent any terms of the attached Naming Rights Agreement conflict with the terms in this License, the terms of the Naming Rights Agreement shall control.

1. DEFINITIONS:

a) "Additional Events" means events other than Included Events which occur at Bronco Stadium and which are sponsored by University or open to the general public (such as the Famous Idaho Potato Bowl) and for which University, in its sole and absolute discretion, notifies Suite Holder that the Suite and Suite Tickets are available to the Suite Holder; and

b) "Bronco Stadium" means that certain outdoor athletic stadium located on University's campus known as Bronco Stadium, including all seats and common areas within the stadium, the suites and common areas within the Stueckle Sky Center, and the surrounding University-owned parking lots.

c) "Code" means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

d) "Events" means, collectively, Included Events and Additional Events.

e) "Included Events" means games of University's men's football team that are exhibition, regular season non-conference, and regular season conference home games that are included in the season ticket package and occur at Bronco Stadium.

f) "License Fee" means Suite Holder's payment to University for its License to be paid in accordance with Section 4(a).

g) "Parking Permits" means parking permits provided for Included Events.

h) "Renewal Term" means the term of any subsequent License entered into pursuant to Section 6.

i) "Suite" means the suite located in Stueckle Sky Center at Bronco Stadium that is assigned by University to Suite Holder.

j) "Suite Tickets" means tickets for individuals to access and use the Suite.

k) "Term" or "Original Term" means the term of this License, as set forth in Section 3.

2. LICENSE: University grants to Suite Holder and Suite Holder accepts, upon the terms and conditions set forth in this License, a non-transferable, revocable license to use Suite for viewing all Included Events occurring during the Term of this License. Suite Holder may also be eligible to purchase Suite Tickets for up to the maximum number of Additional Events per year set forth in the following table:

CHECK ONE	YEARS IN ORIGINAL TERM PLUS RENEWAL RIGHT*	MAXIMUM NUMBER OF ADDITIONAL EVENTS PER YEAR*
	3	20
	5	20
	7	20
	10	12
	12	8
	15	5

*As of the date of this License, the University estimates that Included Events will consist of approximately six (6) regular season football games. If the number of Included Events exceeds six (6) in one or more years, the parties agree that the maximum number of Additional Events for which the Suite Holder may use the Suite shall be reduced in one or more years to the extent necessary to ensure that the total number of days on which the Suite Holder has rights to use the Suite under the Original Term and any potential Renewal Term under this License does not exceed 200 within the meaning of the Code.

3. TERM: The Term of this License is coterminous with Naming Rights Agreement attached.

4. LICENSE FEE, TICKETS, FOOD AND PARKING:

a) Suite Holder agrees to pay University a License Fee of $_____zero (0.00)_____ annually (referred to herein as "License Fee" or "License Fee installment") for use of the Suite during Included Events that occur during the Term of this License. Said payment shall be due on June 1st of each year of the License.

b) The License Fee includes the cost of sixteen (16) Suite Tickets for each Included Event.

c) University represents that the License Fee has not been negotiated by the parties hereto. The License Fee for the Suite is equal to the amount set forth in University's fee schedule for licenses of a similar term and for suites similar in size, as such fee schedule is in effect as of the date of this License.

d) University may, in its sole and absolute discretion, notify Suite Holder of Additional Events. Additional Events may require a minimum number of Suite Tickets to be purchased in order to secure the Suite. The purchase price of Suite Tickets to each such Additional Event will be established by the University. In the event Suite Holder does not purchase the minimum number of Suite Tickets required for the Additional Event, University may license such Suite or sell Suite Tickets to members of the general public.

e) The License Fee includes the cost of four (4) Parking Permits for use at all Included Events. The License Fee does not include the cost of parking permits for Additional Events.

f) The License Fee does not include the cost of food or beverages. Food and beverages may be purchased separately from University. Such charges shall be made in accordance with Section 9 of this License. No other food or beverage may be carried in, delivered to, prepared, or consumed in the Suite.

g) The service of alcoholic beverages is subject to the continued approval of the Idaho State Board of Education (the "State Board"). The State Board has exclusive and complete discretion as to whether to allow alcohol on University property. As such, the State Board may revoke, modify, alter or limit the service of alcohol at any time. Thus, the allowance of alcohol is not a right or promise granted by this License and is not a part of the consideration upon which this License is based.

h) Suite Holder agrees to abide by University's policy and guidelines relating to alcohol, as are current in effect and as may be amended or updated from time-to-time in University's sole discretion. The current guidelines are attached as Appendix A.

i) The License Fee is payable in full, except as expressly provided otherwise herein, regardless of any cancellation or postponement of any Event scheduled at Bronco Stadium for any reason.

j) Charges for required and optional Suite Ticket purchases and optional Parking Permits shall be made according to Section 9.

k) It is Suite Holder's intention to make a charitable contribution to the University of the portion of each installment of the License Fee that exceeds the value of the Suite Tickets, Parking Permits, Suite License, food, and other benefits (collectively, the "License Benefits") provided by University to Suite Holder under this License (the "Excess Payment"). University encourages Suite Holder to obtain independent tax advice regarding any charitable contribution deduction, and University makes no representation or warranty regarding any possible tax deductibility of any portion of the License Fee or other amounts payable under this License. University has been advised that a significant percentage of the Excess Payment may be treated as a charitable contribution under Section 170(1) of the Code. University shall annually provide to Suite Holder a statement of payments to University and a good faith estimate of the fair market value of the license benefits received by Suite Holder under this License.

5. NO WARRANTY OF EVENTS: This License shall not operate as or constitute any warranty, representation, covenant, or guarantee by University that any particular Event, sports team, individual, or group shall occur, play, or appear at Bronco Stadium during the Term of this License. Failure by one or more of such teams, individuals, or groups to play or appear, cancellation or postponement of, or failure to schedule, any such Event, or the scheduling or

rescheduling of any Event at a venue other than Bronco Stadium, shall not entitle Suite Holder to any refund of the License Fee.

6. OPTION TO RENEW LICENSE: If Suite Holder is not in breach of the performance of its obligations under this License at the conclusion of the Term, Suite Holder and University may enter into negotiations to renew this License at the generally applicable, fair market value rates in effect at the time of the renewal (as determined by University's fee schedule, as in effect as of the date of such renewal), for a Renewal Term of up to but not exceeding ten (10) years, on such terms and conditions as University may offer. Renewal by Suite Holder is not a matter of right, but is at the sole option of University. University will determine the location of the Suite for the Renewal Term. Unless Suite Holder executes and returns the new agreement to University within the time period stated by the University at the time of submission of the form of the new license agreement, this option to renew shall expire and be of no further effect. Notwithstanding anything to the contrary in this Section or elsewhere in this License, the sum of the Original Term and any Renewal Term shall not exceed the total number of years set forth in the table contained in Section 2.

7. USE OF SUITE:

a) Subject to University's need to access the Suite for a valid University-purpose pursuant to Section 16 of this License, Suite Holder and Suite Holder's invitees shall be entitled to sole and exclusive use of the Suite during each Event for which they hold Suite Tickets, and for the time periods immediately before and after such Event when Bronco Stadium is open to all other ticket holders for such Event. Such time periods shall be designated by University in University's sole discretion. As of the date of this License, with respect to Included Events, the Suite shall be available to Suite Holder approximately two (2) hours prior to kickoff and Bronco Stadium shall be open approximately ninety (90) minutes prior to kickoff.

b) Suite Holder's and Suite Holder's officers, directors, employees, agents, or invitees use of the Suite shall be subject to all provisions, terms, and covenants of this License, all applicable federal and state laws, including any applicable health or safety standard, and the State Board and University policies, which the State Board and University may establish, modify, or amend from time to time in their sole discretion without prior notice to Suite Holder. If during an Event, any Suite Holder or any officer, director, employee, agent, or invitee of the Suite Holder fails to abide by such provisions, terms, covenants, laws, or State Board or University policies, the University, in its sole judgment, may remove Suite Holder or such officer, director, employee, agent, or invitee from the Suite and Bronco Stadium.

c) Suite Holder shall be solely responsible for, and shall promptly pay to University, all amounts due, including applicable taxes, for catering and all other services provided by University or any other vendor in connection with the use of the Suite, pursuant to Section 9 of this License.

d) Neither Suite Holder nor Suite Holder's invitees shall remove alcoholic beverages or food from the Stueckle Sky Center.

e) University reserves the right to prohibit use of alcoholic beverages in the Suite for any Event, including, but not limited to, University commencement and any championship event sponsored or administered by the National Collegiate Athletic Association.

8. FURNISHINGS AND UTILITIES:

a) University shall furnish the Suite as it deems appropriate. Suite Holder shall not make any additions or alterations in the interior or exterior of the Suite or the furniture, furnishings, and equipment therein without the prior written consent of University

b) Suite Holder or Suite Holder's invitees shall not place advertising signs or displays, including signs depicting Suite Holder's name, in or about the Suite without prior University approval.

c) University shall furnish water, heating, air conditioning, and electricity to the Suite without additional cost to Suite Holder. University shall not be liable for any damages suffered by Suite Holder for interruption of such service.

d) University will provide two televisions with local cable service and instant replay video in the Suite. University shall not be liable for any damages suffered by Suite Holder for interruption of such service.

9. PAYMENT FOR TICKETS, PARKING AND SERVICES:

a) Suite Holder must maintain on file with the University a valid Visa or MasterCard credit card number and a list of individuals whom Suite Holder authorizes ("Authorized Individuals") to make, on its behalf, those optional charges indicated in Subsection (b), below. Suite Holder may make changes to the credit card number or the list of Authorized Individuals by giving University written notice, and within five (5) business day after receipt, University will change the list as notified.

b) Suite Holder hereby authorizes University to charge payments for the following to the credit card on file with the University pursuant to paragraph (a), above, if such charges are authorized by Suite Holder or an Authorized Individual: (i) Suite Tickets for Additional Events purchased pursuant to Section 4(d); (ii) Parking Permits other than those included in the cost of the License Fee pursuant to Section 4(f); (iii) orders for catering; and (iv) orders for alcoholic beverages, food, and related services.

10. MAINTENANCE AND REPAIR:

a) University shall make or provide for such repairs as it deems necessary to the Suite and to furniture, fixtures, wall and floor coverings, and appliances provided by University. Such repairs shall be accomplished within a reasonable time, subject to availability of materials.

b) University shall be responsible for normal and customary cleaning of the Suite after each Event for which the Suite is used. Normal and customary cleaning shall include

vacuuming the carpet, dusting surfaces, washing windows and glass doors, wiping counters, and removing refuse and waste. Additional or extraordinary services for cleaning will be billed to Suite Holder.

c) Suite Holder shall keep and maintain the Suite in good repair, order, and condition, except for normal wear and tear, and shall reimburse University for costs incurred to repair any damage caused by Suite Holder or Suite Holder's invitees to the Suite or the property of the University therein.

11. INSURANCE REQUIREMENTS:

a) University will not provide any insurance covering any personal property of the Suite Holder within the Suite. If Suite Holder desires to carry insurance on such personal property, Suite Holder shall be responsible for arranging for such coverage at Suite Holder's sole expense.

b) If Suite Holder consists of one or more corporate or similar business entities, Suite Holder shall provide to University, annually by July 1 of each year of this License, a copy of a certificate of insurance meeting the following insurance requirements to Suite Holder:

COMMERCIAL GENERAL LIABILITY (CGL)	LIMITS
General Aggregate	$2,000,000
Products and Completed Operations	$1,000,000
Personal Injury	$1,000,000
Each Occurrence	$1,000,000
Medical Expense per person	$50,000
Fire Legal Liability	$1,000,000
Liquor Liability	$1,000,000

The policy must (i) be signed by an authorized agent and issued by an insurance company licensed to do business in the State of Idaho; (ii) name as additional insured Boise State University and the State of Idaho; and (iii) Suite Holder will provide for a written notice to University at least sixty (60) days in advance of any reduction in coverage or cancellation of the policy. Suite Holder's liability under this License shall extend beyond the limits of this coverage. University accepts no liability under this Section 11. The certificates of insurance shall be mailed or delivered to University at the following address:

Boise State University
Attn: Risk Management
1910 University Drive
Boise, Idaho 83725-1245

12. DAMAGE:

a) In the event of any damage to the Suite or Bronco Stadium which renders the Suite or Bronco Stadium unusable and if such damage is the result of a cause beyond the control of Suite Holder or its invitees, then the University may, at its option, either repair or restore the Suite or Bronco Stadium or terminate this License.

b) If University elects to repair or restore the Suite or Bronco Stadium, this License shall remain in full force and effect. If seating is unavailable at another location in Bronco Stadium, University shall refund Suite Holder a portion, as determined by University in its reasonable business judgment, of Suite Holder's current License Fee installment. Any refunded portion of a License Fee installment shall, at Suite Holder's option, be either credited to the License Fee installment payment during the next Renewal Term or paid to Suite Holder at the termination of this License.

c) If University elects not to repair or restore the Suite or Bronco Stadium, upon written notice from University to Suite Holder to such effect, this License shall terminate as of the date of such damage, and University shall, after deducting any amounts which may be owed by Suite Holder under this License, refund to Suite Holder a proration, as determined by University in its reasonable business judgment, of Suite Holder's current License Fee installment. Payment of said refund by University shall constitute full and final settlement of all claims by Suite Holder for the early termination of this License, and Suite Holder hereby acknowledges that it shall have no further claim in respect of such termination of this License against University.

13. BREACH:

a) If Suite Holder fails to make in a timely manner any payments required by this License, including without limitation any scheduled payment of the License Fee, payments for optional Suite Tickets or optional Parking Permits, or payment for food, beverages and related services provided by University, or if Suite Holder otherwise breaches this License, University shall have the right to terminate this License by giving Suite Holder thirty (30) days' written notice, during which such 30-day period Suite Holder may cure the breach. In the event Suite Holder fails to cure such breach, then all rights of Suite Holder under this License shall terminate immediately upon conclusion of such thirty (30) day period, and University may immediately or at any time thereafter make available the Suite to any third party or otherwise make use of the Suite in any manner which University deems appropriate in its sole discretion.

b) In the event of any termination of the License resulting from Suite Holder's breach of its obligations under this License, (i) University may apply the amount of any current License Fee installment against any outstanding obligations of Suite Holder to the University under this License, including any loss of future fees relating to the use of the Suite, or to any obligation of Suite Holder to University or any other entity for food, liquor, beverages or services used in the Suite; and (ii) in the event University is able to relicense the Suite prior to the expiration of the stated Term, University shall return to Suite Holder that proration of any current License Fee installment relating to

the unexpired portion of the Term, as measured from the date of such relicensing, less the aggregate of Suite Holder's outstanding obligations and all charges, costs and expenses attributable to Suite Holder's breach of this License, including all legal fees and costs incurred by the University in the enforcement of its rights. If the amounts collected by University upon any such relicensing are not sufficient to pay the full amount of all such obligations of Suite Holder, then Suite Holder shall pay any such deficiency upon University's demand.

c) Nothing hereinabove in Sections 13 (a) or (b) shall be construed to limit University's rights and remedies as set forth by this License or otherwise available to University in law or in equity, should the aggregate of Suite Holder's outstanding obligations and the charges, costs, and expenses attributable to Suite Holder's breach, including all legal fees and costs incurred by University in the enforcement of its rights, exceed the sum of that portion of any current License Fee installment relating to the unexpired portion to this License's Term.

d) No waiver by University of any breach by Suite Holder of its obligations under this License shall be construed to be a waiver or release of any other subsequent default or breach by Suite Holder, and no failure or delay by University in the exercise of any remedy provided for in this License shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to University.

14. TITLE: Title to the Suite remains at all times with University. Suite Holder acknowledges that all improvements now or hereafter in the Suite shall remain the sole and exclusive property of University.

15. TAXES: Suite Holder shall pay and hold University harmless from all taxes including sales tax, use tax, personal property tax, leisure or entertainment tax, or any tax of similar nature, levied upon this License, use of the Suite, tickets or personal property of Suite Holder located in the Suite.

16. ACCESS: University, its agents, and employees shall have access to, and the right to enter, the Suite at any time to examine the Suite's condition, to make any repairs, and to perform services required to be made or performed by the University, to show the Suite to prospective licensees, to use the Suite at times other than Included Events and other Events for which Suite Holder has the right to occupy the Suite, and for any other purpose deemed reasonable by University.

17. LIABILITY:

a) The University shall not be liable for any loss or damage to the persons or property of the Suite Holder or Suite Holder's invitees.

b) The Suite Holder agrees to indemnify and hold harmless the University, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description, including, without limitation, reasonable attorney fees, for damages to persons or property arising out of

or in connection with or occurring during the course of this License where such liability is founded upon and grows out of acts or omissions, neglect or wrongdoing of Suite Holder or any of Suite Holder's officers, employees, agents, or invitees, and Suite Holder shall, at its sole cost and expense, defend and protect the University against any and all such claims. Obligations under this Section 17(b) shall survive termination of this License.

c) Suite Holder agrees to use and occupy the Suite and other facilities of Bronco Stadium at its own risk and hereby releases University from all claims for damage or injury to the fullest extent permitted by law.

d) University shall further not be responsible for any theft , loss, or mysterious disappearance from the Suite of any property of Suite Holder or any of Suite Holder's officers, employees, agents, or invitees.

18. ASSIGNMENT:

a) Suite Holder shall not assign, sell, sublicense, hypothecate, or in any manner transfer any of its rights or interest arising under this License without University's prior written consent, which may be granted or withheld in University's sole discretion. Any attempted assignment, sale, sublicensing, hypothecation, or transfer shall be of no force or effect and shall constitute a breach of this License.

b) Suite Holder shall not sell via ticket brokers, agents, or in any other manner, Suite Tickets or Parking Permits that are made available to Suite Holder under this License.

19. TIME OF THE ESSENCE: Time is of the essence with respect to Suite Holder's payment of the License Fee installments and other charges, and with respect to Suite Holder's exercise of its option to renew as set forth in Section 6.

20. NOTICE: All notices given pursuant to this License shall be in writing and shall be delivered or mailed by registered or certified mail, postage prepaid, and shall be effectively given on the date of such delivery or mailing to the respective parties in the following addresses or to such other addresses either party shall specify to the other by notice given in writing in accordance with this Section 20:

If to the University:	Boise State University, Department of Athletics 1910 University Drive Boise, ID 83725-1022
If to Suite Holder:	as in attached Naming Rights Agreement

21. ENTIRE AGREEMENT: This License Agreement, together with the previously executed Memorandum of Understanding between University and Suite Holder, if any, constitutes the

entire agreement between University and Suite Holder, and no prior written or prior or contemporaneous oral promises or representations will be binding on either party. This License may not be modified or amended except by written instrument signed by both parties. In the event of a conflict between this License and the Memorandum of Understanding, if any, the terms of this License shall prevail.

22. SEVERABILITY: If any provision of this License shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions and shall in no way affect the validity of this License.

23. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: This License shall be binding upon and inure to the benefit of the heirs, personal representatives, successors in interest, and assigns of Suite Holder and University.

24. GOVERNING LAW: This agreement shall be governed by and construed under the laws of the State of Idaho. Any actions to enforce the provisions of this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

Appendix A

Re: Alcohol Rules and Intoxication Prohibition

Dear Bronco Patron,

This letter is an important reminder regarding alcohol service and consumption in the Stueckle Sky Center. Boise State has received permission from the State Board of Education to serve alcohol in the Stueckle Sky Center. We appreciate the State Board's support of our program and we need the involvement of all our patrons to demonstrate that we will not abuse this privilege. Please understand that this permission is a privilege and not a right and it can be removed at any time. With this privilege comes an expectation of responsibility and a duty to abide by the conduct expected of our fans and patrons. To continue to provide this service, we will need your help and cooperation.

All patrons of legal drinking age are required to drink responsibly. No person in the Stueckle Sky Center is allowed to be intoxicated or impaired to the extent that his or her behavior becomes unacceptable or interferes with other fans. The University will enforce a zero tolerance policy on our fans whose use of alcohol results in conduct that is deemed not compatible with the enjoyment of the game. We realize you have paid for the pleasure of attending our events in the Stueckle Sky Center. In order to preserve that enjoyment, the University will enforce a zero tolerance policy on alcohol abuse, public drunkenness, and underage drinking. Underage drinking is against the law and is not allowed anywhere within the Stueckle Sky Center. Regardless of an individual's payment to attend a game in the Stueckle Sky Center, a violation of the principles set forth in this letter will result in removal from the Stueckle Sky Center and revocation of game tickets.

The rules are posted in every suite and in several locations on each level of the Stueckle Sky Center. In addition to the above stated rules regarding alcohol consumption, please adhere to the following rules:

- Please keep all items away from open windows. Items dropped or thrown from the suites could seriously injure fans seated below.
- Ticket must be displayed on a lanyard at all times. If you do not have a lanyard, let an usher know so one can be provided to you.
- Service of alcoholic beverages will cease at the completion of the third quarter.
- Alcoholic beverages are not allowed in the elevators.
- Patrons may not enter or exit the Stueckle Sky Center with any food or beverage.

Your attendance and enjoyment of the game, and the privilege of alcohol service during the game, are responsibilities that the University takes very seriously. Everyone's adherence to the requirements will preserve these privileges in the future. We are very grateful for your loyalty and support and the support of the State Board of Education. Have a great game day. Go Broncos!

TAB	DESCRIPTION	ACTION
1	LEWIS-CLARK STATE COLLEGE – ANNUAL PROGRESS REPORT	Information Item
2	PROPOSED AMENDMENTS TO BOARD BYLAWS – SECOND READING	Action Item
3	BOARD POLICY I.E – EXECUTIVE OFFICERS – SECOND READING	Action Item
4	BOARD POLICY VII.D – SECOND READING AND IDAHO QUALITY PROGRAM STANDARDS	Action Item
5	BOISE STATE UNIVERSITY – EDUCATOR PREPARATION PROGRAM – CYBERSECURITY CTE	Action Item
6	REQUEST FOR APPROVAL OF APPLICATION REQUIREMENTS FOR STEM SCHOOL DESIGNATION	Action Item

LEWIS-CLARK STATE COLLEGE

SUBJECT

Lewis-Clark State College – Annual Progress Report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.3

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for Lewis-Clark State College to provide a progress report on the institution's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

IMPACT

This institutional annual report serves to provide a state of the college update and inform the Idaho Board of Education of the annual Presidential Priorities and how they are and will be used to guide the institution forward.

ATTACHMENTS

Attachment 1 – Lewis-Clark State College Annual Report

BOARD ACTION

This item is for informational purposes only.

LC State Institutional Progress Report

October 2024

LEWIS CLARK STATE COLLEGE

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Institutional Overview

Lewis-Clark State College (LC State) is a regional state institution, operating under the governance of the Idaho State Board of Education. Its mission, as approved by the Idaho State Board of Education, is …*Lewis-Clark State College prepares students to become successful leaders, engaged citizens, and lifelong learners.* In so doing, the LC State emphasizes:

- Undergraduate teaching and learning
    - Research plays a supporting role to teaching
- Application of learning
- Direct interaction among students and faculty (LC State does not rely on teaching assistants)
- A small-school/small-class environment that maximizes the opportunities for the success of LC State's traditional and non-traditional students

Lewis-Clark State College (LC State) was established by the Idaho State Legislature in 1893 as a regional Normal School dedicated to teacher training. Today, LC State is one of Idaho's four public four-year higher education institutions. LC State's Carnegie classification is Baccalaureate College—Diverse Fields, with the "diverse" designation referring to the college's broad mix of undergraduate programs in the professions, arts, and sciences. The Carnegie classification of LC State's size and setting is "small four-year, primarily non-residential."

LC State's credit and non-credit programs fall within three primary mission areas: academic programs, career and technical education programs, and professional programs. In addition to its traditional four-year baccalaureate programs, the LC State has been assigned a collateral mission of providing community college programs within its five-county area of operations (Clearwater, Idaho, Latah, Lewis, and Nez Perce Counties) by its governing body, the State Board of Education; and in 2020 Gov. Brad Little signed a bill [395] that officially amended Idaho Code to allow LC State to offer graduate-level course work. LC State emphasizes teaching and learning (with research playing a supporting role to teaching), application of learning, direct interaction among students and faculty (LC State does not utilize teaching assistants), and a small-school/small-class environment that maximizes the opportunities for the success of LC State's traditional and non-traditional students.

LC State's campus is located in Lewiston, Idaho; also delivering instructional programs at the LC State Coeur d'Alene Center (in collaboration with its Northern Idaho Center for Higher Education [NICHE] partners: Boise State University, Idaho State University, North Idaho College, and the University of Idaho), operates outreach centers in Grangeville, Moscow and Orofino; and in collaboration with Idaho Department of Corrections (IDOC) offers prison education programs in Orofino, Boise and Pocatello. LC State's chief executive officer, Dr. Cynthia Pemberton, assumed her duties as the college's 16th president July 1, 2018. LC State is accredited by the Northwest Commission on Colleges and Universities (NWCCU).

Presidential Priorities

Every year brings new challenges and opportunities, and this year (academic year 2024-25) the Presidential Priorities are:

1. Value Proposition – Accessible, Affordable, Accomplished
2. Enrollment – Recruit & Retain
3. Work better, not harder

The chart below displays the alignment between LC State's Presidential Priorities (PPs), its strategic plan and the Idaho State Board of Education's Strategic Plan.

	State Board of Education Goals[1]		
Lewis-Clark State College Strategic Plan Goals	*Educational System Alignment*	*Educational Attainment*	*Workforce Readiness*
Goal 1: Strengthen and Optimize Instructional and Co-curricular Programming	PP 1, 2	PP 1, 2	PP 1, 2
Goal 2: Optimize Student Enrollment, Retention and Completion	PP 1, 2	PP 1, 2	PP 1, 2
Goal 3: Foster and Support Community Campus Culture	PP 2, 3	PP 2, 3	PP 2, 3
Goal 4: Increase and Leverage Institutional Resources to Support College's Mission	PP 1, 2, 3	PP 1, 2, 3	PP 1, 2, 3

Table 1: The alignment of LC State's Presidential Priorities, strategic plan and the Idaho State Board of Education's strategic plan.

[1] The Idaho State Board of Education (SBOE) has four goals in its strategic plan, three of which are presented here in alignment with LC State's strategic plan goals. The goal missing in the above table from the SBOE plan is composed of measures entirely relating to K-12 education.

Presidential Priority 1: Value Proposition – Accessible, Affordable, Accomplished

Accessible

LC State students are:

- 80% are Idaho residents.
- Overwhelmingly the first generation in their families to attend college.
- Nearly half Pell grant awardees indicating high financial need.

Other important statistics about LC State students:

- Vast majority work, many full-time, while attending college.
- Majority of employed graduates of LC State stay in Idaho.
- Highest proportion of Native American students among Idaho 4-year institutions.
- Veteran students supported by services ranked within the top 10% of small public colleges nationwide.

Affordable & Accomplished

LC State has been named the No. 1 Best Value College in Idaho[2], within the top 10 schools in the West[3] and within the top 30 Best Value Colleges in the Nation.[4] LC State was honored to be identified as having the most affordable online Business Administration degree program among all Idaho higher education institutions and the most affordable Online RN to BSN degree program among all Idaho public institutions.[5] Both of these programs also rank within the top 50 nationally for affordability. Other notable program degree rankings include:

- For the second straight year, LC State's…
    - Social work online degree is ranked No. 2 in the United State for affordability.[6] Program graduates often find jobs working with underserved populations including individuals with physical and mental disabilities, behavioral and mental health challenges, alcohol and drug addiction, and/or those who have experienced trauma in their life.
    - Radiographic science online degree program has been ranked No. 4 in the nation among all colleges and universities.[7] LC State is the only higher education institution in the Western United States ranked in the top 12 online radiographic science programs and was ranked second among all public institutions.
- The Idaho Division of Career Technical Education recognized LC State's graphic communications program as its 2024 postsecondary exemplary program.

[2] Source: Research.com

[3] Sources: U.S. News & World Report & Research.com

[4] Source: Research.com

[5] Source: Intelligent.com

[6] Source: Best-Universities.net

[7] Source: EduMed.org

- **LC State's nursing program has again been ranked No. 1 among four-year higher education institutions in Idaho for the 3rd consecutive year![8]**

These rankings are evidence of LC State's accomplished value proposition and demonstrate the institution's success in delivering programs that are affordable and comprehensive with a commitment to student success. Students can customize their degree by choosing to minor in a specialized field like behavioral science, coaching, health, justice studies, marketing, literacy, and nonprofit management, among others; and pursue and complete co-curricular certificates in Leadership and Career Readiness. This not only helps students stand out on the job market but helps them craft a curriculum best suited to individual goals and passions.

"Lewis-Clark State College is different. We're a small [school] – and we like it that way. Our small size allows us to keep our focus right where it should be – on helping students reach their full potential, no matter who they are, or where they're at in their education journey. Students thrive at LC State."

-President Cynthia Pemberton, September 2023

LC State excels in its student support services as well as its academic programs. LC State has once again been designated as a Military Friendly School and most recently with a special Gold-level designation by the Military Friendly organization. The Gold designation means that LC State is rated within 10% of the 10th-ranked organization for the category of small public college. LC State's Veterans Services Office assists veterans, active-duty serviceman, national guardsman, and their dependents in completing their education, as well as when applying for GI Bill benefits, and Dependent Education Assistance benefits.

LC State's KinderCollege, an on-campus childcare facility for use by LC State students, faculty, staff, and the community, received full accreditation from the National Early Childhood Program Accreditation (NECPA). The designation means KinderCollege joins a select group of early childhood care and education programs nationally and internationally which have shown exceptional commitment to professional and programmatic quality. Not only do student parents receive discounted child care through LC State's KinderCollege, students enrolled in the college's early childhood development program works closely with KinderCollege to enhance 'hands-on'/applied learning experience.

[8] Source: RegisteredNursing.org

#1
BEST VALUE IN IDAHO
RESEARCH.COM, 2023





#1
NURSING IN IDAHO
AMONG FOUR-YEAR INSTITUTIONS
REGISTEREDNURSING.ORG, 2023



#9
IN THE WEST
AMONG TOP PUBLIC SCHOOLS
US NEWS & WORLD REPORT, 2023



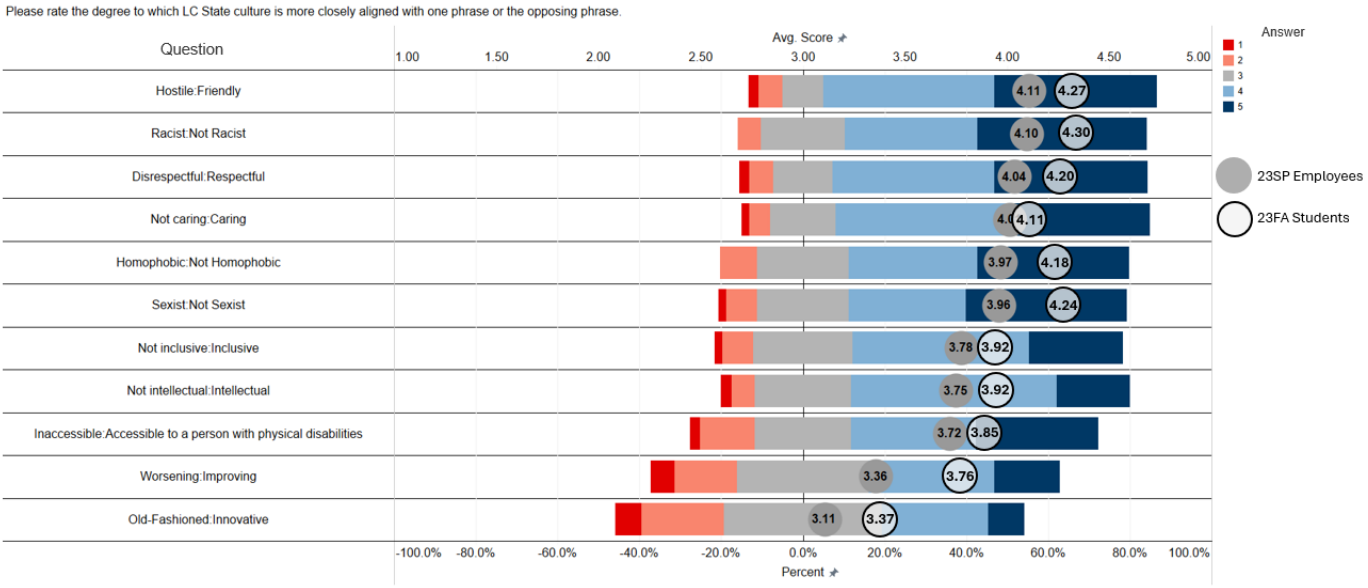
#1
MOST AFFORDABLE
AMONG IDAHO FOUR-YEAR PUBLIC INSTITUTIONS



MILITARY FRIENDLY GOLD
DESIGNATION, 2024

Campus Culture

LC State is and should remain committed to providing an outstanding small school experience, serving and serving well, Idaho students, first-generation, low income, traditional and non-traditional students. Findings from our annual all campus survey continues to affirm that students and employees alike believe LC State is friendly, respectful, and caring, affirming the LC State experience as an outstanding small school experience.



Institutional Data

Annual Enrollments[9]

Total Annual Unduplicated HC	4,779	4,883	4,919	4,912	5,291	4,835	4,636	4,661	4,674
Total Annual FTE	2,751	2,769	2,765	2,687	2,711	2,542	2,483	2,463	2,465

Retention Rates

Retention	FY16 (15 16)	FY17 (16 17)	FY18 (17 18)	FY19 (18 19)	FY20 (19 20)	FY21 (20 21)	FY22 (21 22)	FY23 (22 23)	FY24 (23 24)
First-Time, Full-Time, Baccalaureate-Seeking, Students	58%	57%	63%	60%	61%	63%	63%	64%	*Available after Fall 2024 census*
All Degree-Seeking Students	74%	73%	75%	75%	76%	74%	76%	77%	

Financial Hardship: LC State continues to have a relatively high proportion of its entering class utilizing Pell Grants. Pell grants are a common indicator of financial hardship among students. It is a certainty that financial need impacts a student's ability to enroll/attend and persist in higher education.

Percent of Full Time First Time Undergraduates Awarded Pell Grant[10]	
Lewis-Clark State College	41%
Idaho State University	39%
University of Idaho	29%
Boise State University	20%

[9] As reported to the Idaho State Board of Education on the annual PSR 1, different than annual enrollment figures reported in the IPEDS 12-month Enrollment Survey.

[10] Most recent publicly available figures are from the entering class of fall 2020.

Degree & Certificate Production

Certificates & Degrees	FY16 (15 16)	FY17 (16 17)	FY18 (17 18)	FY19 (18 19)	FY20 (19 20)	FY21 (20 21)	FY22 (21 22)	FY23 (22 23)	FY24 (23 24)
Certificates	22	18	21	15	26	51	62	83	61
Associates	351	414	425	347	365	218	204	314	298
Baccalaureates	541	528	587	626	505	599	579	554	541
Graduate Certificates							2	1	1

150% Graduation Rates

First Time Full Time Cohorts	Degree Attained w/in 150% Time	FY17 (2011 Cohort)	FY18 (2012 Cohort)	FY19 (2013 Cohort)	FY21 (2014 Cohort)	FY22 (2015 Cohort)	FY23 (2016 Cohort)	FY24 (2017 Cohort)
Entered as Bacc.-Seeking	Bacc.	23%	33%	32%	31%	32%	29%	37%
All First-Time, Full-Time Students	Bacc., Assoc., & Certificates	28%	40%	38%	36%	37%	35%	45%

Looking to the Future

Looking forward to the 2024-25 academic year, new challenges and opportunities present themselves, namely continued emphasis on fully implemented Complete College American Game Changer strategies, program prioritization, and LC State's full regional Northwest Commission of Colleges and Universities (NWCCU) accreditation review.

Program Prioritization – Program Performance

This fall, in accordance with the Idaho State Board of Education (SBOE) Policy III. F, the LC State Provost and Vice President of Academic Affairs established a strategy team that includes the three academic deans (of Career and Technical Education, School of Professional and Graduate Studies, and Liberal Arts & Sciences), as well as faculty representatives from each of the seven academic units/divisions. The team has been tasked to review all instructional programs and establish assessment of program criteria that follows the SBOE policy. This process will be a semester long evaluation that will create and establish criteria for each of the 5 quintiles required by the SBOE. The team will review all academic programming and present their quintile findings to the provost. The provost will then review, with the team, and confirm which programs are most aligned with the institution's mission, have the highest impact, and are most efficient in using resources. Based on the findings, LC State will make an informed decision about where to allocate resources, which programs to expand, maintain, reduce, or even eliminate.

The program review of non-instructional programs took place during academic year (AY) 2020-21 and AY 2021-22. Thirty-four (34) non-instructional programs with quintile groupings were identified resulting in 18

programs assigned quintile 1 (sustainable with minor modification), and 16 programs assigned quintile 2 (sustainable with modification). No non-instructional programs were assigned quintile 3 (not sustainable in current operational mode).

NWCCU Self-Study

LC State, as of writing this report, is in its sixth year of a seven-year regional accreditation cycle. In September 2024, LC State submitted its Policies, Regulations, and Financial Review (PRFR) report addressing Standard Two, Governance, Resources, and Capacity, of the Northwest Commission on Colleges and Universities. In the coming year, academic year 2024-25, LC State will write its Year Seven Mission Fulfillment and Sustainability Report. In so doing, LC State will conduct a comprehensive self-evaluation on all standards and eligibility requirements for NWCCU. This self-evaluation will include the institution's assessments of core theme achievement, mission fulfillment and student success and achievement. Year seven evaluations include an on-site visit by a team of peer evaluators. The institution reports are evaluated by the visiting teams and together with its evaluation and analysis of the institution's resources, including financial resources, stability and sustainability, serve as the basis on which the commission grants reaffirmation of accreditation. Regional accreditation is not only necessary, it is the crown gemstone in the assessment of and ultimately affirmation evidence of, LC State's Value Proposition.

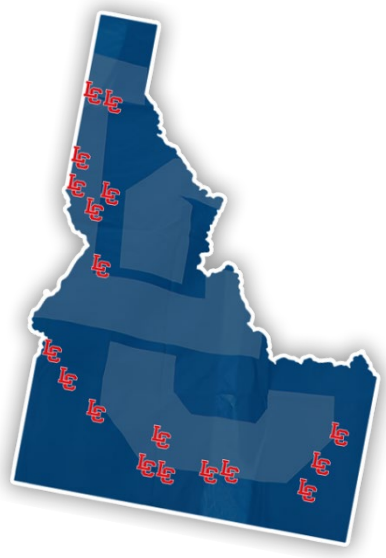
Presidential Priority 2: Enrollment – Recruit & Retain

When degree-seeking students decide to pursue higher education, they will find LC State has evolved to serve their unique needs in a number of ways:

- LC State is one of Idaho's online education leaders in terms of range, scope and number of online programs and degrees. LC State offers more than 20 programs fully online in both traditional and emerging fields. Additionally, LC State is fully integrated into Online Idaho, providing courses and supporting student advising to take advantage of courses offered at sister institutions to help students maintain program of study progress, and ultimately facilitate timely graduation.
- Instead of basing current course schedules on what was offered in the past, LC State is engaging in zero-based course scheduling. This is a method used for planning and offering courses each semester, but unlike traditional course scheduling, where courses are often 'rolled over' from one term to the next based on historical offerings, zero-based course scheduling starts from a "zero base." This means that each course offering is evaluated from scratch each time the schedule is created. Key features of zero-based course scheduling:
    1. Evaluation from Scratch: Every course, regardless of its history or previous demand, is evaluated for necessity and relevance before being scheduled. This ensures that only courses that meet current student needs and institutional priorities are offered.
    2. Focus on Demand: Course offerings are primarily driven by current student demand, program requirements, and institutional goals rather than historical precedent. This approach helps to avoid over-scheduling courses with low enrollment and under-scheduling those with high demand.
    3. Resource Allocation: By starting from zero, LC State can more effectively allocate resources such as faculty, classrooms, and funding to the courses that are most needed. This can help in optimizing the use our resources.
    4. Flexibility: Zero-based course scheduling allows LC State to be more responsive to changes in student interests, labor market demands, or curriculum adjustments. Courses that are no longer relevant can be removed, and new courses can be added more easily.
    5. Increased Efficiency: This new method will lead to a more efficient course schedule that better aligns with both student needs and institutional capacities, potentially leading to higher student satisfaction and retention rates.
- In order to be a better deal for adult learners, LC State:
    - Created individualized success plans, which can include Prior Learning Assessment (PLA; portfolio, challenge and CLEP exams).
    - Expanded eight-week course offerings.
    - Expanded online, evening and weekend courses and student support services.
- Revised Advising services: College leadership, faculty advisors and professional academic advising personnel established new approaches for faculty- and division-based advising services. Procedures surrounding the handling of transfer credits during the admissions process are now coordinated more tightly. More routine communication and training for faculty and staff will occur to provide updates on policies and procedures impacting advising and campus resources (e.g., the college's texting platform) available to engage advisees during key times of the academic year when many students require additional assistance. Faculty-advisor input on additional improvements to the transfer credit process are encouraged.
- Leverage co-admit/co-enrollment MOUs/MOAs ratified with Idaho's two-year schools. These partnerships will help promote students' success for those attending more than one institution by making their transition smoother, increasing curricular choices and allowing them to tailor their

education experiences to fit personal goals, preferences, and needs resulting in greater student success and retention.

Recruitment Investments



Marketing and Promotion

$1.1M investment over four years.

-$385K three-year Career Technical Education (CTE) campaign.

-$448K general campaign funding.

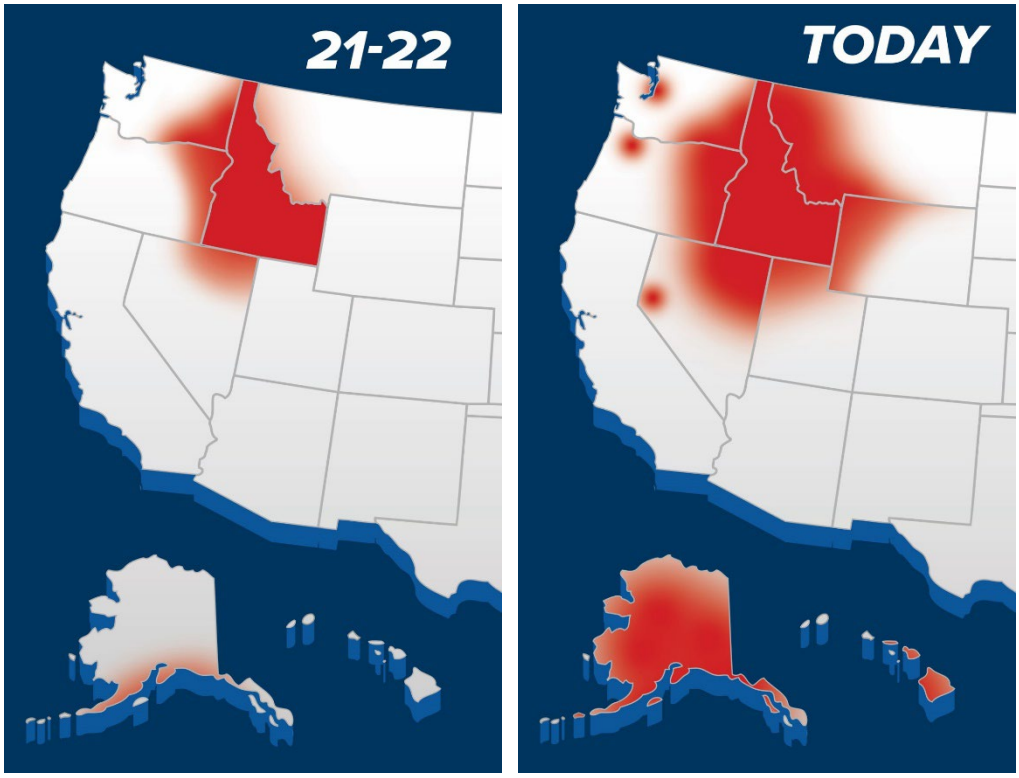
-$324K general campaign planned for this year.

Continuing Admissions Investments

Expanded ACT/SAT/Pre-ACT/PSAT name buys and mailings.

Expanded in and out of state high school, community college and college fair visits.

Southeast Idaho recruiter support.



Expanded Healthcare Education

To help address the healthcare professional shortage in Idaho and most especially given LC State's long history not only of nursing education, but program excellence, LC State increased admissions capacity in

the pre-licensure BSN track. A cohort of 60 students, representing the largest cohort ever, was admitted for the fall 2024 semester. This capacity will continue for each fall and spring admission cycle. In alignment with expanded capacity, in addition to increasing simulation/clinical capacity, and in partnership with local, regional, and state healthcare providers, LC State continues to expand clinical placements for nursing students, specifically in rural and other non-traditional practicum settings. [Clinical placement options are a limiting capacity factor, not LC State program capacity.] The LC State pre-licensure program continues to rank #1 of the Idaho 4-year institutions. And to increase synergy among health professions education programs, to enhance student advising, and to promote seamless articulation, LC State developed the Healthcare Education Center in which all health professions education programs fall under the center providing more strategic opportunity for students to explore and learn about program offerings and career opportunities. It is relevant to note that LC State has and continues to expand its nursing program capacity. LC State works with sister institutions (e.g., BSU) to recruit students who cannot be accommodated by BSU's program due to capacity limits. LC State has not maxed out its nursing program capacity and can and will continue to expand.

Expanded Graduate Programming

Master of Science in Nursing (MSN) Degree

This fall 2024, thanks to recent approval from the Northwest Commission on Colleges and Universities (NWCCU), its accrediting body, LC State will offer a Master of Science in Nursing (MSN) degree. The online graduate program, which is the only one of its kind in Idaho, represents **the first full master's degree offering in the college's 131-year history.** LC State received Idaho State Board of Education approval for the program in February, 2024, and was notified of NWCCU approval in late June, 2024.

"A number of hours were spent collaborating with our sister institutions to ensure we were not duplicating efforts, but addressing healthcare shortages in different areas. LC State is committed to help meet Idaho's healthcare challenges head-on, leading to a healthier population, reduced healthcare costs, and a stronger healthcare infrastructure. This degree investment is not only beneficial for individual nurses but also for the entire community, ensuring that all Idahoans have access to high-quality healthcare services."

- Provost and Vice President for Academic Affairs Fred Chilson, July 2024

Currently, there are no master's degrees focused on nursing leadership offered at Idaho public institutions. LC State offers the degree to fulfill a need expressed by local and regional industry partners for more nurse leaders and managers. The new MSN program includes comprehensive coursework in leadership, management, and business processes. The program, adhering to the American Association of Colleges of Nursing (AACN) Essentials, includes a 500-hour practicum experience and prepares graduates to complete a national certification examination. The program is offered fully online and is expected to be a good fit for registered nurses of industry partners, LC State BSN graduates, and any other nurses looking to advance up the career ladder. Graduates who have earned LC State's graduate certificate in Nursing Management & Leadership will be able to seamlessly transition to the full master's degree. The program will also include a pathway for nurses with an associate degree to complete bridge coursework and then enter the MSN program.

"LC State has a long history of preparing excellent nurses. As healthcare evolves, nurses are integral to contributing to evidence-based practice, and leading in development of new delivery care models. We are proud to have worked with our healthcare industry partners to develop graduate level coursework that provides a strong foundation for nurse leaders who will contribute to health system changes."

- Krista Harwick, associate dean of the School of Professional Studies, July 2024

Master of Science in CyberAccounting degree

LC State has received approval from the Idaho State Board of Education and the Northwest Commission on Colleges and Universities, its accrediting body, to begin offering a second full Master's of Science (MS) in CyberAccounting degree in spring 2025. The fully online degree combines a focus on information technology, fraud detection, and accounting into a 30-credit program not offered by any other Idaho public institution.

"There are very few programs like this in the nation. It will be perfect for graduates of an accounting program who want to pursue the 150 credits needed to sit for the CPA exam."

- Luther Maddy, Dean of the School of Professional & Graduate Studies, August 2024

LC State's accounting program has consistently achieved some of the highest pass rates on the Certified Public Accountant exams among four-year public institutions in Idaho, according to data released by the Idaho State Board of Accountancy (ISBA). Additionally, the college's recently developed cybersecurity management degree is quickly growing in popularity.

"The combination of cybersecurity and accounting not only addresses a high-demand industry need, but it also plays to the strengths of LC State's existing programs and areas of expertise. This innovative program will make a big impact on students, industry and Idaho."

- Provost and Vice President for Academic Affairs Fred Chilson, August 2024

Expanded Prison Education Programming

LC State has extended its presence at the correctional facility in Orofino and is in the final stages of application and review to move forward as a Prison Education Program (PEP) through the U.S. Department of Education (DOE), in partnership with the Idaho Department of Corrections. In anticipation of final approval, and in complement of existing degree offerings at the Orofino correctional facility, LC State has begun offering degree and certificate programs at the correctional facilities in Boise and Pocatello with in-person and online courses starting fall 2024. A south Idaho site coordinator was hired to offer support to both the Pocatello and Boise locations.



Thanks to an ambitious effort to expand education options and opportunities – including in-person instruction – LC State had its very first graduate at the Idaho Correctional Institution - Orofino (ICIO) this past fall 2023. And in spring 2024 held a commencement ceremony for two more graduates at ICIO. The unique event was a full commencement ceremony, was held outside at the facility's recreation yard and was attended by 56 other students in the program; over 20 college administrators, faculty and staff; as well as six family members of the graduates.



"We're really appreciative of the college for what they offer to these guys and to the facility itself. Everyone is outstanding and they're helping my son make progress in his life – making a bad situation good. We're very thankful."

- ICIO Graduate's Father, May 2024

Recruitment and Enrollment Successes

Thanks in large part to a jump in healthcare education, career-technical education students and prison education students, LC State's overall headcount is up 4.3% and its fulltime equivalent (FTE) enrollment has grown 4.4%, according to unofficial totals for fall 2024 as of the writing of this report.[11] While many small public four-year institutions, especially in rural areas, continue to face downturns in enrollment, LC State experienced for last fall 2023 census a second straight year of modest growth.

[11] Official fall numbers will be captured on census day, Oct. 15, 2024.

LC State's enrollment has stabilized since the pandemic and is even growing, which is unique among small rural colleges like ours. This is good news not just for the college, but for Idaho and the region. More students coming and thriving at LC State means that our communities will have more exceptional healthcare workers, teachers, business people, welders, accountants, scientists, cybersecurity experts, and the list goes on and on. When our students thrive, we all thrive."

-President Cynthia Pemberton, August 2024

LC State had a waiting list for campus housing beginning in early summer up to and through the start of the fall 2024 semester. Forty-three (43) students are in off-campus overflow housing (rooms rented at the Seaport wing of the Hells Canyon Grand hotel) at the start of the semester. LC State continues to pursue options for expanding campus housing affordably. For instance, the Music Building was transitioned to a Living and Learning Center to address housing needs and has a capacity for 20 residents.[12] LC State received the Certificate of Occupancy on Friday, August 16, 2024.

Presidential Priority 3: Work Better. Not Harder.

Communication

An integral part of any thriving and productive community is effective communication. Students, staff and faculty are kept 'in the know' by various messaging strategies including:

- Monday all campus email messages; "Tuesdays at Two" and "Ask & Answer" sessions with the president.
- Warrior Weekly emails to all students expressing important dates, campus news, announcements and events.
- All campus meetings at the start of every semester maximizing high-level synergies.
- President's Cabinet, President's Council, Academic Affairs, Student Affairs, and Business/Finance Council meetings, School, Department/Division, Unit meetings.
    - The aggregate expertise of personnel in President's Council, for example, transforms the efforts and metrics associated with Complete College America into important performance metrics analyzed through many lenses in assessing the institution's mission fulfillment as part of NWCCU institutional accreditation.
- Incentivized professional development training available to all faculty and staff.

Strategic Use of Resources

Using Technology Wisely

LC State is and should remain Idaho's most accessible and affordable four-year school – providing a small-school "private" school experience at a public-school price, which means maintaining its lowest tuition/fee position compared to its Idaho sister four-year institutions. This also means fully utilizing

[12] The music program now resides in a building more central to campus so that the campus community can better enjoy their creative works.

technology to lower the cost of doing business. Below are the ways in which LC State is streamlining its use of automation through technology.

- Consolidating data into LC State's central enterprise resource planning (ERP) system.
- Increasing automation between various student information systems (e.g., ERP data system, course sites on the learning management platform, student course registration software).
- Inventorying existing software used across campus with the goal to reduce redundancies, maximize efficiencies and implement better software solutions more globally.
- Automating vendor verifications.
- Standardizing electronic processing of forms in Administrative Services.
- Aligning purchasing processes with those of Idaho sister institutions.
- Enhancing and modernizing employee trainings.

In doing these things, LC State seeks to maximize cross-unit utility and accuracy.

Valuing Personnel

LC State was grateful for state support for the Change in Employee Compensation (CEC) for its employees, distributed based upon the merit (i.e., performance evaluations). The fiscal year (FY)25 compensation plan was composed of:

- An across the board 1% increase for all permanent employees.
- A merit-based increase among staff and faculty between 0% and 3.7% of their FY24 base salary.
- A payline shift for Classified employees who were below the minimum of their applicable FY25 pay structure after the full implementation of the 1% and merit-based increases.
- Additional compensation initiatives included achieving a minimum annual increase of $1,000 per employee, retention increases, faculty promotions and increasing non-classified to their minimum pay schedule.

While salary work remains to be accomplished (LC State instructors and assistant professors still lag, on average, behind Idaho's K12 teacher salary average, and both professional and classified staff are still below state salary medians), $7.6 million has been invested in equity increases in compensation from fiscal year 2019 to the present. For fiscal year 2025, $1.16 million was invested in salary and benefit cost increases. There are many factors, over decades that created LC State's salary shortfalls (e.g., the formulaic disadvantage associated with the Enrollment Workload Adjustment (EWA) funding model), and it will take concerted and united advocacy from the institution, as well as the SBOE/OSBE to begin to address this critical need.

LC State is committed to achieving operational sustainability by focusing on personnel, enrollment-related services, supports, recruitment and retention, creating enrollment stability and ultimately growth. The size of LC State's personnel footprint means cross-training, synergies and efficient problem-solving are key to reducing costly duplication of effort while maintaining crucial business processes.

Capital Facilities Master Planning

LC State continues to make notable progress towards the goals of the Campus Facility Master Plan for FY2023-2029 approved by SBOE in October, 2021, by initiating the following projects:

- The first floor of Clearwater Hall is being renovated to allow Workforce Training to co-locate with our Adult Learning and Small Business Development centers. This project will better position the unit for increased visibility and accessibility, and quite literally result in half a block of Main Street

"retail space" occupied by and focused on LC State programming and auxiliary unit revenue generation. Construction of this important project is slated to start October of 2024.

- The Music Building has transitioned into a Living and Learning Center. We have completed a fire sprinkler project, an interior ADA project, and an exterior ADA improvements project. This work allowed us to gain a certificate of occupancy in August 2024 for this new use. This facility is critical in supporting student success and met our mid-range priority goal of developing additional housing capacity.
- Meriwether Lewis Hall has received upgrades to the fire alarm system (life safety), restrooms to meet ADA accessibility requirements, and several electrical panels have been upgraded.
- An immediate priority identified in our Master Plan is upgrades to building systems. A 2021 deferred maintenance study helped us identify 20 projects to address upgrades to life safety systems, HVAC/plumbing/electrical systems, and building envelopes. That study helped us secure two rounds of funding from the Permanent Building Fund Advisory Council in fiscal years 2024 and 2025. These projects are currently underway, and to date, we have completed an HVAC upgrade in Thomas Jefferson Hall, and fire alarm system upgrades in Reid Centennial Hall, Meriwether Lewis Hall, and the Activity Center. The remainder of the projects are in various stages of design, and construction will be completed within the next 2-3 years.
- Additionally, we have secured funding from the Permanent Building Fund Advisory Council for Fiscal Year 2025 to make the following campus improvements: Mechanical-Technical Building and Wittman Complex system upgrades, Williams Conference Center fire sprinkler system, Multi-building fire alarm system installation, Thomas Jefferson Hall Envelope Repairs, and Campus sidewalk improvements.
- We continue to make strides in the repurposing of the Mechanical-Technical Building. Recent improvements include interior renovations of two classrooms in support of Workforce Training classes such as CPR, phlebotomy, and medications administration. Renovations to the CNA lab are also underway which will help that program service a larger student population.

Annual Campus Resource Planning and Assessment

Anytime a program or key unit on campus asks for resources, those requests must be tied to program objectives, outcome indicators, Presidential Priorities, and/or justified as repairs, replacements or upgrades. A summary of FY25 resource allocation decisions can be found in Appendix A. Highlights of FY25 resource allocation decision include funding:

- Year three of a LC State marketing campaign and campus community branding project.
- Funds for promoting career services to students.
- Software to give faculty live/real-time feedback as students complete their course evaluations.
- Dance studio facility updates in support of LC State's Title IX planning and compliance.

Fundraising

The LC State Foundation reported $20,564,337 in total assets as of June 30, 2024:

- $15,700,127 are endowed funds.
- Endowment distributions increased by 9.5% in FY24 in comparison to FY23.
- Annual fund distributions increased by 5.2% in FY24 in comparison to FY23.

Key Data	FY2020	FY2021	FY2022	FY2023**	FY2024
Total Assets	$12,078,104*	$16,070,808	$15,914,916	$17,268,054	$20,564,337
Revenues	$2,427,102	$2,905,131	$3,725,494	$1,614,610	$3,256,954
Endowment Funds	$8,786,877	$11,723,556	$11,514,532	$12,791,175	$15,700,127
Funds Distributed for Scholarships	$551,189	$532,656	$542,798	$591,088	$623,268
Distributions to LC Programs and Capital Projects	$3,861,664*	$1,432,096	$1,312,478	$879,766	$951,410

*In FY2020, the LC State Foundation began distributing donations earmarked towards the CTE Center to LC State, resulting in a decrease in total assets and increase in distributions to LC State.
**FY2024 figures are unaudited as per June 30, 2024.

Examples of Program Funding Synergies

In the field of nursing and other health professions, learning on equipment currently utilized in healthcare is crucial to producing graduates ready to perform in workplaces where life and death are held in the balance. It is therefore important that LC State create and fund learning environments in which state-of-the-art equipment is available and used by students. This is why the LC State Nursing & Health Sciences Division was honored to be awarded a $50,000 grant from the Lewis Clark Valley Healthcare Foundation (LCVHF) for skills lab equipment updates in the Clinical Resource Center. To complement what nursing students learn in the classroom, LC State has a state-of-the-art simulation suite and two nursing skills labs providing hands-on training in a student-centered learning environment.

Another funding highlight in support of the LC State Healthcare Education Center is the Healthcare Immersive Learning Lab (HILL), an interactive facility equipped with the latest in simulation technology. Thanks to $180,000 secured from two private foundations, students will have the opportunity to engage in hands-on learning experiences with virtual cadaver tables and virtual reality experiences that closely mimic real-world scenarios. Additional grant funding is being requested from the Idaho Workforce Development Council to add peripheral equipment to the HILL, including a trailer to take equipment and a virtual cadaver table to recruitment events at high schools, for example, and to industry partners to expand training opportunities ‘on the road’.

College Highlights

Ranking and Accolades

#1 BEST VALUE IN IDAHO – LC State was named the No. 1 Best Value College in Idaho and was ranked No. 7 overall in the West by Research.com in its 2023 ranking of U.S. colleges. LC State was also No. 29 in the nation.

#9 IN THE WEST – LC State was ranked No. 9 in the Top Public Schools – West Region category, which includes public colleges in the West and Southwest, in U.S. News & World Report’s annual ranking of best colleges. The college has been regularly ranked in the top 10 in this category.

NAMED A HIDDEN GEM – For the third consecutive year and the sixth time in the last seven years, College Raptor name LC State a Hidden Gem in the Rocky Mountains Region by College Raptor, a leading college search site that helps students, parents, counselors and college officials with college planning.

MOST AFFORDABLE DEGREES – LC State was honored for having the Most Affordable Online Business Administration and RN to BSN programs among all Idaho higher education institutions by Intelligent.com. According to Intelligent.com, LC State's business administration program ranks No. 33 nationally and No. 9 in the West and its RN TO BSN program rank No. 43 and No. 8, respectively, when it comes to affordability.

NURSING RANKED #1 IN IDAHO – The college's nursing program was ranked No. 1 among four-year higher education institutions in Idaho for the third straight year by RegisteredNursing.org, which ranks programs based on NCLEX-RN test pass rates.

SOCIAL WORK RANKED #2 IN NATION – For the second straight year, LC State's online social work degree was ranked No. 2 in the United States for affordability by Best-Universities.net, a leading higher education research organization.

RADIOGRAPHY RANKED #4 IN NATION – For the second straight year, LC State's radiographic science online degree program was ranked No. 4 in the nation among all colleges and universities by EduMed.org in its annual rankings. LC State is the only higher education institution in the Western United States ranked in the top 12 and was ranked second among all public institutions.

MILITARY FRIENDLY GOLD – LC State was once again designated a Military Friendly School and this time with a special Gold-level designation by Military Friendly. The Gold designation means that LC State is rated within 10% of the 10th-ranked organization for the category of small public college.

GRAPHIC COMMUNICATIONS AWARD – The Idaho Division of Career Technical Education recognized the Lewis-Clark State College graphic communications program as its 2024 postsecondary exemplary program.

TREE CAMPUS HIGHER EDUCATION – For the fourth straight year, LC State was recognized as a Tree Campus Higher Education institution by the Arbor Day Foundation. The award is a recognition of LC State's commitment to effective urban forest management. LC State's campus is known for its unique beauty and is home to more than 1,000 trees.

KINDERCOLLEGE ACCREDITED – KinderCollege, an on-campus child care facility for use by LC State students, faculty, staff, and the community, received full accreditation from the National Early Childhood Program Accreditation (NECPA). The designation means KinderCollege joins a select group of early childhood care and education programs nationally and internationally "which have shown exceptional commitment to professional and programmatic quality," according to NECPA.

Firsts &New Initiatives

FIRST MASTER'S PROGRAM – With approval from the Northwest Commission on Colleges and Universities, the college launched a Master of Science in Nursing degree. The online graduate program, which is the only one of its kind among Idaho public institutions, is the first full master's degree in the college's 131-year history.

CYBERACCOUNTING MASTER'S – LC State announced plans to offer a Master of Science in CyberAccounting degree in spring 2025. The fully online degree combines a focus on information technology, fraud detection, and accounting into a 30-credit program not offered by any other Idaho public institution.

COMMENCEMENT AT OROFINO PRISON – LC State held a spring commencement ceremony for two more graduates of its prison education program at Idaho Correctional Institution - Orofino (ICIO). The unique event was held outside at the facility's recreation yard and was attended by 56 other students in the program; over 20 college administrators, faculty and staff; as well as six family members of the graduates. The college graduated its first resident in the fall of 2023.

HEALTHCARE MOU WITH IDAHO STATE – LC State signed a Memorandum of Understanding with Idaho State University (ISU) to cement and streamline a partnership that will serve the vital healthcare education needs of north and south Idaho for years to come. The agreement included express intent to create a cohort of ISU Physician Assistant graduate students at LC State and to continue exploration for collaboration in numerous other health professions education areas.

NORTHWEST INDIAN COLLEGE ARTICULATION – LC State and Northwest Indian College (NWIC) signed a transfer articulation agreement that will facilitate the transfer of NWIC students into baccalaureate degree programs at LC State. NWIC's main campus is located on the Lummi Nation Reservation in Bellingham, Wash. The college is the only accredited tribal college serving Washington, Idaho and Oregon.

LC STATE, NIC EXPLORE HEALTH SCIENCE PARTNERSHIP – LC State and North Idaho College (NIC)

administrators announced and implemented plans to explore creating a pathway to a bachelor's of applied science (BAS) degree in health science. The pathway is applicable to various health concentrations including the schools' existing dental hygiene partnership.

Enrollment &Graduation

GRADUATION RATE JUMPS – LC State's six-year graduation rate increased from 29% in 2022 to 37% in 2023, continuing a decade-long trend upward. In 2015, the college's graduation rate was 21%.

RETENTION INCREASING – For the second straight year, LC State's student retention increased, landing at 77%, up from 74% two years ago among degree-seeking students.

SPRING ENROLLMENT UP – According to census day numbers, LC State's overall headcount was up 2.1% and fulltime enrollment climbed 1.8% compared to the previous spring. Divisions seeing growth included Technical & Industrial (9.9% increase in headcount), Business & Computer Science (3.8%), Nursing & Health Sciences (3.7%), and Social Sciences (2.6%).

FALL ENROLLMENT UP – While many small public four-year institutions, especially in rural areas, continue to face downturns in enrollment, LC State experienced a second straight year of modest growth, according to the college's official Oct. 15, 2023, census day totals. Overall, enrollment inched up 0.2% to 3,789 students, a 2.1% increase from 2021.

NATIVE AMERICANS & VETERANS – Fall 2023 census numbers showed a 6% increase in Native American students (232), and a 25% increase in veterans (106).

Warrior Athletics

OLYMPIC RUNNER – Warrior alum Sam Atkin represented Team Great Britain once again, this time doing so in his second Olympic appearance. The two-time Olympian ran in the 5,000m in Paris as part of the 2024 Olympic Games. Atkin is the first LC State athlete to appear in multiple Olympic Games. He entered the Games as the No. 35 ranked runner in the world in the event and placed 18th in his heat.

FEMALE ATHLETE OF THE YEAR – Callie Stevens was named Cascade Collegiate Conference (CCC) 2023-24 Female Athlete of the Year. The award represents all women's sports in the Cascade Conference and is voted on by CCC Athletic Directors. Stevens was the first LC State student-athlete to earn the distinction of CCC Male or Female Athlete of the Year in school history.

ACADEMIC EXCELLENCE – The LC State athletic department earned Cascade Collegiate Conference (CCC) Presidents' Academic Excellence status for the 2023-24 school year. LC State had the third-highest overall grade point average in the conference at 3.41, and had the third-best percentage of eligible student-athletes earn Academic All-Cascade Conference at 72%.

MAJOR LEAGUE DRAFT – Drake George became the first LC State baseball player since 2018 to be selected in the Major League Baseball Draft. The righty from Riddle, Ore., was picked in the 13th round (Pick 388) by the San Francisco Giants.

NATIONAL CHAMPION – Carter Gordon became the fourth Warrior to win an individual national title in indoor men's track and field at the 2024 NAIA Indoor Track and Field National Championships. The junior from Coeur d'Alene won the second 800m national title in program history.

INAUGURAL DANCE SEASON – The 2023-24 season marked the inaugural campaign for LC State's varsity dance team, the college's 13th sport program.

PRESIDENT NAMED TO NAIA COUNCIL – LC State President Cynthia Pemberton was selected to be an at-large representative to the National Association of Intercollege Athletics' Council of Presidents. Pemberton's term will conclude in June 2026. In addition, Pemberton has been named, as of fall 2024, to the NAIA Council of President's Executive Committee. Pemberton also chairs the Cascade Collegiate Conference (CCC) Council of Presidents (COP).

PRESIDENT TO CHAIR THE AMERICAN ASSOCIATION OF STATE COLLEGES AND UNIVERSITIES (AASCU) sustainability sub-committee and to lead the prestigious Rural Presidents and Chancellors Affinity Group.

Conclusion

In conclusion, LC State has been proudly serving students since 1893 as Idaho's small "private" school experience offered at a public school price. Guided by its mission, LC State is fully committed to expanding access to higher education and ensuring success for all of our students. Despite the challenges of the past few years, LC State's enrollment has stabilized and is beginning to demonstrate strategic growth. As a result, we have emerged in a strong and fiscally stable and sustainable position, having evolved to serve the unique needs of our students under unique circumstances. This institutional annual report serves to provide a state of the college and to inform the Idaho SBOE of the annual Presidential Priorities guiding the institution forward.

Appendix A

LEWIS-CLARK STATE COLLEGE
FY25 RESOURCE ALLOCATION DECISIONS
(Includes both General Education and Career & Technical Education)

A. Salary & Benefit Cost Increases (Gen Ed/CTE):
1. CEC/CSO Payline Shift Increases
2. Faculty Promotions
3. PSO Payline Shift & All Employee Groups Equity Adjustments
4. Health Insurance and Variable Benefits

Subtotal-Salary & Benefit Cost Increases

B. Ongoing RRF Funded Items (Gen Ed Only):

1. (Administrative Services) Audit Software to Manage GASB Requirements
2. (Human Resource Services) Vector Solutions Employee Compliance Training
3. (Human Resource Services) Reclassify HR Associate (classified position) to HR Coordinator (exempt position)
4. (Purchasing) Card integrity
5. (Institutional Research & Effectiveness/Grants & Contracts) Qualtrics Course Evaluation Module (add-on)
6. (Writing Center) Student tutor wage increases

Subtotal-Ongoing Gen Ed RRF Funded Items

C. One-Time RRF Funded Items (Gen Ed Only):

1. (Administrative Services) IH Administrative Assistant to help with Transparent Idaho & with increase Risk Management workload
2. (Physical Plant) Simple Key Management Software
3. (Physical Plant) Genie Scissor Lift, GS-3232 E-Drive, with trailer
4. (Physical Plant) Milwaukee refrigerant pro-press tool kit
5. (Physical Plant) Milwaukee plumbing mega-press
6. (Physical Plant) Milwaukee portable bandsaw
7. (Physical Plant) Walker mulching mower decks
8. (Physical Plant) John Deere tractor pallet forks attachment
9. (Physical Plant) Rigid pipe threading machine
10. (Physical Plant) TruTech HVAC Tools
11. (Physical Plant) Walker snow blower mower attachment
12. (Athletics) Shower heads/curtains in P1FCU AC
13. (Athletics) Carpet in training room
14. (Athletics) Lawn mower for Harris Field
15. (Athletics) Dance studio facility updates
16. (Native American, Minority & Veterans' Services) Increased recruitment dollars to support Pacific Northwest Indian College MOU
17. (Registrar & Records) New carpet
18. (Student Services-CDA) Laptop for student check-out

19. (Student Employment and Career Center) Booth, 6 Pipe and Drape kits
20. (Student Employment and Career Center) Funds for promoting career services to students
21. (The Advising Center) One time Outreach & Peer Advisors
22. (Admissions Office) Additional OE Funds for expanded recruitment
23. (PLMSS) Replace lights in ACW 122, the dance studio
24. (Communications & Marketing) Marketing Campaign – Year 3
25. (Communications & Marketing) Campus/Community Branding – Year 3
26. (International Programs) International Peer Mentor Stipends

Subtotal-One-Time Gen Ed RRF Funded Items

D. One-Time RRF Funded Items (CTE Only):

Subtotal-One-Time CTE RRF Funded Items

TOTAL FY25 COLLEGE RESOURCE ALLOCATIONS

Local RRF Funded Items:

1. (Human Resource Services) Reclassify HR Associate (classified position) to HR Coordinator (exempt position)
2. (Public Safety) Parking permit increase - $5 per permit per year
3. (Student Services-CDA) Campus visit travel funding

Auxiliary RRF Funded Items:

1. (Athletics) Conference room video & sound
2. (Residence Life) Salto locks on external doors in College Place
3. (SUB/CSL) Down spouts & drip caps
4. (SUB/CSL) Kitchen repair
5. (SUB/CSL) WCC Bookstore lighting fixtures
6. (SUB/CSL) WCC tables
7. (SUB/CSL) WCC pipe & drain
8. (SUB/CSL) 8 passenger mini-van

SUBJECT

Proposed Amendments to Board Bylaws – Second Reading

REFERENCE

June 2016	The Board approved the first reading of proposed amendments to the Board Bylaws regarding actions at meetings that were not in existing Board policy and amendments to the Audit Committee.
August 2016	The Board approved the second reading of amendments to the Board Bylaws.
August 2019	The Presidents' Council presented to the Board a new proposed role for the Council and proposed changes to the name of the Council.
December 2019	Board approved the first reading of proposed amendments to the Board Bylaws eliminating non-functioning committees and restructuring the Presidents Council reporting.
February 2020	Board approved second reading of proposed amendments.
February 2022	Board approved first reading of proposed amendments to Board Bylaws reflecting the responsibilities of standing committees of the Board.
April 2022	Board approved second reading of proposed amendments.
August 2024	Board approved first reading of proposed amendments to Board Bylaws to realign the policy with the statutory changes that went into effect on July 1, 2024.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures - Bylaws
Idaho Code Chapter 2, Title 74, Transparent and Ethical Government

BACKGROUND/DISCUSSION

HB21 (2024) amended Sections 33-102A and 33-104, Idaho Code. The amendment to 33-102A, Idaho Code provides that the governor is authorized to appoint the executive officer of the Board who shall serve at the pleasure of the governor and receive a salary fixed by the governor. The amendment to 33-104, Idaho Code provides that the president of the board shall be selected by the governor and that at the first Board meeting in April, the president shall select a vice president and secretary.

IMPACT

The proposed amendments to Board Policy - Bylaws realign the policy with the above statutory changes which went into effect July 1, 2024.

ATTACHMENTS

Attachment 1 – Proposed Amendments to Board Bylaws – Redline
Attachment 2 – Proposed Amendments to Board Bylaws – Clean Copy

BOARD STAFF COMMENTS AND RECOMMENDATIONS

No changes were made between the first and second readings of the proposed amendments.

Board Staff recommends approval of the second reading of the proposed amendments to Board Bylaws as submitted in Attachment 2.

BOARD ACTION

I move to approve the second reading of Board Policy - Bylaws as submitted in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

A. Office of the State Board of Education

The Board maintains an Office of the State Board for the purpose of carrying out the administrative, financial, and coordinating functions required for the effective operation of the institutions and agencies under the governance of the Board. The staff of the Office of the State Board serve under the direction of the executive director, who is responsible directly to the Board.

B. Meetings

1. The Board will maintain a 12-month rolling meeting schedule. To accomplish this, the Board will, at each of its regularly scheduled meetings, update its 12-month rolling schedule of Board meetings, provided, however, that the Board by majority vote, or the Board president after consultation with Board members, may reschedule or cancel any meeting.

2. The Board may hold special meetings by vote of a majority of the Board taken during any regular meeting or by call of the Board president.

3. All meetings of the Board are held at such place or places as may be determined by the Board.

4. Actions that impact ongoing future behavior of agencies and institutions shall be incorporated into Board policy. Actions limited to a specific request from an institution or agency, if not acted on within one year of approval, must be brought back to the Board for reconsideration prior to action by the institution or agency. This requirement does not apply to program approval time limits.

C. Rules of Order

1. Meetings of the Board are conducted in accordance with controlling statutes and applicable bylaws, regulations, procedures, or policies. In the absence of such statutes, bylaws, regulations, procedures, or policies, meetings are conducted in accordance with the current edition of *Robert's Rules of Order, Newly Revised*.

2. A quorum of the Board consists of five (5) Board members.

3. With the exception of procedural motions, all motions, resolutions, or other propositions requiring Board action will, whenever practicable, be reduced to writing before submission to a vote.

4. A roll-call vote of the Board is taken on all propositions involving any matters of bonded indebtedness; convening an executive session of the Board; or on any other action at the request of any Board member or upon the advice of legal counsel. The first voter is rotated on each subsequent roll-call vote.

D. Officers and Representatives

1. The officers of the Board include:
   a. A president, a vice president, and a secretary, who are members of the Board.
   b. An executive secretary, who is the state superintendent of public instruction.

2. The president of the Board is selected by the governor under Section 33-14004, Idaho Code. At the Board's first meeting in April, the president shall select a vice president and secretary who shall serve ~~The president, vice president, and secretary are elected at the organizational meeting~~ for one (1) year terms and hold office until their successors are selected. Vacancies in these offices are filled by ~~election~~ president for the remainder of the unexpired term.

3. Board representatives to serve on other boards, commissions, committees, and similar bodies are appointed by the Board president.

4. The executive director is appointed by and serves at the pleasure of the ~~Board~~ governor~~unless the contract of employment specifies otherwise~~. The executive director serves as the chief executive officer of the Office of the State Board of Education.

E. Duties of Board Officers

1. Board President
   a. Presides at all Board meetings, with full power to discuss and vote on all matters before the Board.
   b. Submits such information and recommendations considered proper concerning the business and interests of the Board.
   c. Signs, in accordance with applicable statutes and Board action, all contracts, minutes, agreements, and other documents approved by the Board, except in those instances wherein the Board, by its procedures, has authorized the Board president to designate or has otherwise designated persons to sign in the name of or on behalf of the Board.
   d. Gives prior approval for any official out-of-state travel of seven (7) days or more by Board members, institution heads, and the executive director.
   e. Subject to action of the Board, gives notice and establishes the dates and locations of all regular Board meetings.
   f. Calls special Board meetings at any time and place designated in such call in accordance with the Open Meeting Law.
   g. Establishes screening and selection committees for all appointments of agency and institutional heads.
   h. Appoints Board members to all standing and interim committees of the Board.
   i. Establishes the Board agenda in consultation with the executive director.
   ~~j.~~ Serves as chief spokesperson for the Board and, with the executive director,

carries out the Board's policies between meetings.

~~k.~~j.

2. Vice President
   a. Presides at meetings in the event of absence of the Board president.
   b. Performs the Board president's duties in the event of the Board president's inability to do so.
   c. Becomes the acting Board president in the event of the resignation or permanent inability of the Board president until such time as a new president is elected.

3. Secretary
   a. Presides at meetings in the event of absence of the Board president and vice president.
   b. Signs, in accordance with applicable statutes and Board action, all minutes, contracts, agreements, and other documents approved by the Board except in those instances wherein the Board, by its procedures, has authorized or has otherwise designated persons to sign in the name of or on behalf of the Board secretary.

4. Executive Secretary
   The state superintendent of public instruction, when acting as the executive secretary, is responsible for:
   a. Carrying out policies, procedures, and duties prescribed by the Constitution of the State of Idaho, and Idaho Code or established by the Board for all elementary and secondary school matters.
   b. Presenting to the Board recommendations concerning elementary and secondary school matters and matters of the State Department of Education.

5. Executive Director

   The executive director serves as the chief executive officer of the Board, as chief administrative officer of Office of the State Board of Education, and as chief executive officer of such federal or state programs as are directly vested in the State Board of Education. Pursuant to Section 33-102A, Idaho Code, the executive director, under the direction of the state board, shall have such duties and powers as prescribed by the Board.~~The position description for the executive director, as approved by the Board, defines the scope of duties for which the executive director is responsible and is accountable to the Board~~.

F. Standing Committees of the Board

The Board may organize itself into standing and other committees as necessary. Committee members are appointed by the Board president after informal consultation with other Board members. Any such standing committee is responsible for performing

work pursuant to Board policy or delegation. Such committees may not take any action, except when authority to act has been delegated by the Board. The Board president may serve as an ex-officio member of any standing or other committee. The procedural guidelines for Board committees appear in the Board Governing Policies and Procedures.

For purposes of the bylaws, the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, College of Eastern Idaho, College of Western Idaho, College of Southern Idaho, and North Idaho College are included in references to the "institutions;" and Idaho Public Television, the Division of Vocational Rehabilitation, the Division of Career Technical Education, and the State Department of Education, are included in references to the "agencies." An institution or agency may, at its option and with concurrence of the Board president, comment on any committee report or recommendation.

1. Planning, Policy and Governmental Affairs Committee

   a. Purpose

      The Planning, Policy and Governmental Affairs Committee is a standing advisory committee of the Board. It is responsible for developing and presenting guidance to the agencies and institutions under the Board on the implementation of Board action on matters of policy, planning, and governmental affairs. The committee, in conjunction with the chief executive officers and chief administrators of the Board governed agencies and institutions, will develop guidance on the implementation of the Board's planning initiatives and goals. This committee shall also provide more detailed information to the Board on collaborative and cooperative measures for all education entities and branches of state government necessary to provide for the general supervision, governance and control of the state educational institutions, agencies and public schools, with the goal of producing a seamless educational system.

   b. Composition

      The Planning, Policy and Governmental Affairs Committee is composed of two (2) or more members of the Board, appointed by the president of the Board, who designates one (1) member to serve as the chairperson and spokesperson of the committee, and is staffed by the Board's Chief Planning and Policy Officer. The Planning, Policy and Governmental Affairs Committee may form working unit or units, as necessary, to advise the committee. The chairperson presents all committee and working unit updates to the Board.

   c. Responsibilities and Procedures

The Planning, Policy and Governmental Affairs Committee is responsible for providing updates to the Board in the following general areas:

i. Long range planning and coordination;
ii. Initial discussions and direction on strategic policy initiatives and goals;
iii. Legislative proposals and administrative rules for Board agencies and institutions;
iv. Coordination and communication with the Governor, the Legislature, and all other governmental entities with regard to items of legislation, Board policy and planning initiatives;
v. Review and revision of Board policies, administrative rules and education-related statutes for consistency and compatibility with the Board's strategic direction;
vi. Reports and recommendations from workgroups and committees pertaining to education policy, planning and governmental affairs, including career technical education;
vii. Other matters as assigned by the Board.

At the direction of the Board president, any matter before the Board may be removed to the Planning, Policy and Governmental Affairs Committee for initial action or consideration.

The Planning, Policy and Governmental Affairs Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's Chief Planning and Policy Officer, under the direction of the chairperson, prepares the agenda for the Planning, Policy and Governmental Affairs Committee work that is under consideration at each meeting of the Board.

2. Instruction, Research and Student Affairs Committee

a. Purpose

The Instruction, Research and Student Affairs Committee is a standing advisory committee of the Board. It is responsible for implementing Board action and developing guidance to the institutions and agencies on matters of policy and procedure concerning instruction, research and student affairs.

b. Composition

The Instruction, Research and Student Affairs Committee is composed of two (2) or more members of the Board, appointed by the president of the Board, who designates one (1) member to serve as chairperson and spokesperson of the committee, and is staffed by the Board's Chief Academic Officer. The Instruction, Research and Student Affairs Committee may appoint a working

unit or units, as necessary, to advise the committee. One such working unit shall be the Council on Academic Affairs and Programs (CAAP), which shall be composed of the Board's Chief Academic Officer and the chief academic officers of the institutions and agencies. The chairperson presents all committee and working group recommendations to the Board.

c. Responsibilities and Procedures

The Instruction, Research and Student Affairs Committee is responsible for updates to the Board in the following general areas:

i. Agency and institutional instruction, research and student affairs agenda items;
ii. Instruction, academic or career technical program approval;
iii. Instruction, academic or career technical program review, consolidation, modification, and discontinuance, and course offerings;
iv. Outreach, technology and distant learning impacting programs and their delivery;
v. Long-range instruction, academic and career technical planning;
vi. Registration of out-of-state institutions offering programs or courses in Idaho;
vii. Continuing education, professional development, workforce training, programs for at-risk populations, career guidance;
viii. Student organizations' activities and issues; and
ix. Other matters as assigned by the Board.

The Instruction, Research and Student Affairs Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's chief academic officer, under the direction of the chairperson, prepares the agenda for the Instruction, Research and Student Affairs Committee work that is under consideration at each meeting of the Board.

3. Business Affairs and Human Resources Committee

a. Purpose

The Business Affairs and Human Resources Committee is a standing advisory committee of the Board. It is responsible for developing and presenting updates to the Board on matters of policy and procedures concerning business affairs and human resources affairs.

b. Composition

The Business Affairs and Human Resources Committee is composed of two (2) or more members of the Board appointed by the president of the Board, who designates one (1) member to serve as chairperson and spokesperson of the committee, and is staffed by the Board's Chief Fiscal Officer. The Business Affairs and Human Resources Committee may appoint a working unit or units, as necessary, to advise the committee. One such working unit shall be the Financial Vice Presidents council, which shall be composed of the Board's Chief Fiscal Officer and the chief financial officers of the institutions and agencies. The chairperson presents all committee updates to the Board.

c. Responsibilities and Procedures

The Business Affairs and Human Resources Committee is responsible, through its various working unit or units, for providing guidance on the implementation of Board action to the institutions and agencies under the Board in the following general areas:

i. Agency and institutional financial agenda items;
ii. Coordination and development of guidelines and information for agency and institutional budget requests and operating budgets;
iii. Long-range fiscal planning;
iv. Fiscal analysis of the following:

1) New and expanded financial programs;
2) Establishment, discontinuance or change in designation of administrative units;
3) Consolidation, relocation, or discontinuance of programs;
4) New facilities and any major modifications to facilities which would result in changes in programs or program capacity;
5) Student fees and tuition; and
6) Other matters as assigned by the Board.

The Business Affairs and Human Resources Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's chief fiscal officer, under the direction of the chairperson, prepares the agenda for the Business Affairs and Human Resources Committee work that is under consideration at each meeting of the Board.

4. Audit, Risk and Compliance Committee

a. Purpose

The Audit, Risk and Compliance Committee is a standing committee of the Board. The Audit, Risk and Compliance Committee provides oversight to the

organizations under its governance (defined in Idaho State Board of Education, Policies and Procedures, Section I. A.1.) for: financial statement integrity, financial practices, internal control systems, financial management, and standards of conduct.

b. Composition

The Audit, Risk and Compliance Committee members shall be appointed by the Board and shall consist of five or more members. Three members of the Committee shall be current Board members and at least two members shall be independent non-Board members who are familiar with the audit process and permanent residents of the state of Idaho. No employee of an institution or agency under the governance of the Board shall serve on the Audit, Risk and Compliance Committee. Each Committee member shall be free from any relationship that would interfere with the exercise of independent judgment. Committee members shall not be compensated for their service on the committee, and shall not have a financial interest in, or any other conflict of interest with, any entity doing business with the Board, or any institution or agency under the governance of the Board. Audit, Risk and Compliance Committee members who are Board members may be compensated for Board service. The Audit, Risk and Compliance Committee may appoint a working unit or units, which could include the chief financial officers of the institutions and financial officers of the Board office.

All members shall have an understanding of financial affairs and the ability to exercise independent judgment. Committee appointments will be made is such a way that collectively the Committee membership possesses sufficient knowledge of internal audit, external audit, accounting, finance, information technology, compliance, risk management, higher education, and governance concepts. At least one member of the committee shall have current accounting or related financial management expertise in the following areas:

i. An understanding of generally accepted accounting principles, experience in preparing, auditing, analyzing, or evaluating complex financial statements, and;
ii. The ability to assess the general application of such principles in the accounting for estimates, accruals, and reserves, and;
iii. Experience in preparing or auditing financial statements and;
iv. An understanding of internal controls.

Members may be reappointed. The Audit, Risk and Compliance Committee chair shall be appointed by the Board president and shall be a Board member.

c. Responsibilities and Procedures

It is not the Committee's duty to plan or conduct audits or to determine that the institution's financial statements are complete, accurate and in accordance with generally accepted accounting principles. Management of the applicable institutions and agencies shall be responsible for the preparation, presentation, and integrity of the financial statements and for the appropriateness of the accounting principles and reporting policies used. The following shall be the principal duties and responsibilities of the Committee:

i. Recommend the appointment and compensation to the Board of the external auditors. Evaluate and oversee the work of the external auditors. The Committee must review any services prior to being provided by the external auditor. The external auditing firm shall report directly to the committee as well as the Board and the auditor's "engagement letter" shall be addressed to the Committee and the president of each institution. The Committee shall have the authority to engage the Board's legal counsel and other consultants as necessary to carry out its duties.
ii. Evaluate and oversee the work of the Internal Audit and Advisory Services unit (IAAS), located within the Board office.
iii. Discuss with the external auditors the audit scope, focusing on areas of concern or interest;
iv. Review the financial statements, adequacy of internal controls and findings with the external auditors. The external auditor's "management letter" shall include management responses and be addressed to the Audit, Risk and Compliance Committee and president of the institution.
v. Ensure the external auditor presents the financial statements to the Board and provides detail and summary reports as appropriate.
vi. Oversee standards of conduct (ethical behavior) and conflict of interest policies of the Board and the institutions and agencies under its governance including establishment of confidential complaint mechanisms.
vii. Monitor the independence and performance of each organization's external auditor and internal auditing departments;
viii. Provide general guidance for developing risk assessment models for all institutions.
ix. Provide an avenue of communication among the external auditor, management, the internal audit staff and the Board.
x. Maintain audit review responsibilities of institutional affiliates to include but not limited to foundations and booster organizations.
xi. Oversee institutional compliance programs.

The Audit, Risk and Compliance Committee will meet at least four times per year. The committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's Chief Fiscal Officer, under

the direction of the chair, prepares the agenda for work that is under consideration at each meeting of the Board.

5. Executive Committee

a. Purpose

The Executive Committee is responsible for assisting the full Board in discharging its responsibilities with respect to the management of the business and affairs of the Board and the Board Office, to consider matters concerning the Board that may arise from time to time, and to provide direction to the executive director on any of such matters.

b. Composition

The Executive Committee is composed of the current Board president, vice president, and secretary, and the immediate past Board president. The Board's executive director also shall serve on the Executive Committee. The current Board president serves as chairperson of the committee. In the event the past Board president is unable to serve on the Executive Committee, then the Board president may appoint another member of the Board to serve in the place of such former officer.

c. Responsibilities and Procedures

The Executive Committee shall have such duties, responsibilities, and authority as may be delegated from time to time to the Executive Committee by the Board, and in the intervals between meetings of the Board, the Executive Committee shall, in conjunction with the executive director, assist in directing the management of the business and affairs of the Board. However, the Executive Committee may not undertake any action that, pursuant to any applicable law, rule, or policy of the Board, must be performed by another committee of the Board, or which must be acted upon by the whole Board in public session. The Board's executive director, under the direction of the Board president, prepares the agenda for and schedules each meeting of the Executive Committee, which may be conducted telephonically. A written record is not kept of the committee's activities, but it shall be the responsibility of the executive director to promptly communicate to all Board members who are not members of the committee regarding information related to the committee's discussions and activities.

G. Committee Presentations

1. The agenda for each regular meeting of the Board shall be organized using the areas of responsibility provided for in regard to each permanent standing

committee of the Board, as described in Subsection F above, with the exception of the Audit Committee.

2. The Board member who is the chair of the permanent standing committee and spokesperson shall present the agenda items in the area of the committee's responsibility. This presentation may include calling on institutional/agency representatives and/or other individuals. In the event of an absence or conflict with respect to the committee chairperson, the Board president may designate a substitute Board member or Board officer to present the agenda items.

H. Conflict of Interest

1. Policy

Members of the Board serve a public interest role and have a clear obligation to conduct all business of the Board in a manner consistent with that role. All decisions of the Board are to be made solely on the basis of a desire to promote the best interests of the public good.

2. Procedure

a. A conflict of interest occurs when a member's private interests compete with his or her professional obligations to the Board to a degree that an independent observer might reasonably question whether the person's professional actions or decisions are materially affected by personal considerations, including but not limited to personal gain, financial or otherwise.

b. In the event the Board must consider any transaction for an institution, school or agency that also involves (a) a member of the Board or (b) a member of his or her immediate family or close relative ("immediate family" means spouse, parent, child, stepchild or sibling), or a person residing in the member's household or a legal dependent of the member, or (c) an organization with which a member of the Board is affiliated, such Board member, at the first knowledge of such transaction, must publicly disclose such real or potential conflict to the Board.

c. Disclosure is also required concerning all relationships and business affiliations that reasonably could give rise to a conflict of interest involving a matter before the Board. Affiliation is understood to exist if a Board member or a member of the Board member's immediate family, or a person residing in the member's household or a legal dependent of the member, is:

(1) An officer, director, trustee, partner, employee, or agent of such organization; or

(2) Either the actual or beneficial owner of more than five percent (5%) of the voting stock or controlling interest of such organization; or

(3) Has any other direct or indirect dealings with such organization from which he or she knowingly benefited (e.g., through receipt directly or indirectly of cash or other property in excess of one thousand dollars ($1000) a year).

d. Board members shall also comply with all applicable statutes and rules governing conflicts of interest including, but not limited to, the Bribery and Corrupt Influences Act, Idaho Code §18-1351 et. seq. and the Ethics in Government Act of 1990, Idaho Code §74-401 et. seq.

A. Office of the State Board of Education

The Board maintains an Office of the State Board for the purpose of carrying out the administrative, financial, and coordinating functions required for the effective operation of the institutions and agencies under the governance of the Board. The staff of the Office of the State Board serve under the direction of the executive director, who is responsible directly to the Board.

B. Meetings

1. The Board will maintain a 12-month rolling meeting schedule. To accomplish this, the Board will, at each of its regularly scheduled meetings, update its 12-month rolling schedule of Board meetings, provided, however, that the Board by majority vote, or the Board president after consultation with Board members, may reschedule or cancel any meeting.

2. The Board may hold special meetings by vote of a majority of the Board taken during any regular meeting or by call of the Board president.

3. All meetings of the Board are held at such place or places as may be determined by the Board.

4. Actions that impact ongoing future behavior of agencies and institutions shall be incorporated into Board policy. Actions limited to a specific request from an institution or agency, if not acted on within one year of approval, must be brought back to the Board for reconsideration prior to action by the institution or agency. This requirement does not apply to program approval time limits.

C. Rules of Order

1. Meetings of the Board are conducted in accordance with controlling statutes and applicable bylaws, regulations, procedures, or policies. In the absence of such statutes, bylaws, regulations, procedures, or policies, meetings are conducted in accordance with the current edition of *Robert's Rules of Order, Newly Revised*.

2. A quorum of the Board consists of five (5) Board members.

3. With the exception of procedural motions, all motions, resolutions, or other propositions requiring Board action will, whenever practicable, be reduced to writing before submission to a vote.

4. A roll-call vote of the Board is taken on all propositions involving any matters of bonded indebtedness; convening an executive session of the Board; or on any other action at the request of any Board member or upon the advice of legal counsel. The first voter is rotated on each subsequent roll-call vote.

D. Officers and Representatives

1. The officers of the Board include:
   a. A president, a vice president, and a secretary, who are members of the Board.
   b. An executive secretary, who is the state superintendent of public instruction.

2. The president of the Board is selected by the governor under Section 33-104, Idaho Code. At the Board's first meeting in April, the president shall select a vice president and secretary who shall serve for one (1) year terms and hold office until their successors are selected. Vacancies in these offices are filled by president for the remainder of the unexpired term.

3. Board representatives to serve on other boards, commissions, committees, and similar bodies are appointed by the Board president.

4. The executive director is appointed by and serves at the pleasure of the governor. The executive director serves as the chief executive officer of the Office of the State Board of Education.

E. Duties of Board Officers

1. Board President
   a. Presides at all Board meetings, with full power to discuss and vote on all matters before the Board.
   b. Submits such information and recommendations considered proper concerning the business and interests of the Board.
   c. Signs, in accordance with applicable statutes and Board action, all contracts, minutes, agreements, and other documents approved by the Board, except in those instances wherein the Board, by its procedures, has authorized the Board president to designate or has otherwise designated persons to sign in the name of or on behalf of the Board.
   d. Gives prior approval for any official out-of-state travel of seven (7) days or more by Board members, institution heads, and the executive director.
   e. Subject to action of the Board, gives notice and establishes the dates and locations of all regular Board meetings.
   f. Calls special Board meetings at any time and place designated in such call in accordance with the Open Meeting Law.
   g. Establishes screening and selection committees for all appointments of agency and institutional heads.
   h. Appoints Board members to all standing and interim committees of the Board.
   i. Establishes the Board agenda in consultation with the executive director.
   j. Serves as chief spokesperson for the Board and, with the executive director, carries out the Board's policies between meetings.

2. Vice President
   a. Presides at meetings in the event of absence of the Board president.
   b. Performs the Board president's duties in the event of the Board president's inability to do so.
   c. Becomes the acting Board president in the event of the resignation or permanent inability of the Board president until such time as a new president is elected.

3. Secretary
   a. Presides at meetings in the event of absence of the Board president and vice president.
   b. Signs, in accordance with applicable statutes and Board action, all minutes, contracts, agreements, and other documents approved by the Board except in those instances wherein the Board, by its procedures, has authorized or has otherwise designated persons to sign in the name of or on behalf of the Board secretary.

4. Executive Secretary
   The state superintendent of public instruction, when acting as the executive secretary, is responsible for:
   a. Carrying out policies, procedures, and duties prescribed by the Constitution of the State of Idaho, and Idaho Code or established by the Board for all elementary and secondary school matters.
   b. Presenting to the Board recommendations concerning elementary and secondary school matters and matters of the State Department of Education.

5. Executive Director

   The executive director serves as the chief executive officer of the Board, as chief administrative officer of Office of the State Board of Education, and as chief executive officer of such federal or state programs as are directly vested in the State Board of Education. Pursuant to Section 33-102A, Idaho Code, the executive director, under the direction of the state board, shall have such duties and powers as prescribed by the Board..

F. Standing Committees of the Board

The Board may organize itself into standing and other committees as necessary. Committee members are appointed by the Board president after informal consultation with other Board members. Any such standing committee is responsible for performing work pursuant to Board policy or delegation. Such committees may not take any action, except when authority to act has been delegated by the Board. The Board president may serve as an ex-officio member of any standing or other committee. The procedural guidelines for Board committees appear in the Board Governing Policies and Procedures.

For purposes of the bylaws, the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, College of Eastern Idaho, College of Western Idaho, College of Southern Idaho, and North Idaho College are included in references to the "institutions;" and Idaho Public Television, the Division of Vocational Rehabilitation, the Division of Career Technical Education, and the State Department of Education, are included in references to the "agencies." An institution or agency may, at its option and with concurrence of the Board president, comment on any committee report or recommendation.

1. Planning, Policy and Governmental Affairs Committee

   a. Purpose

      The Planning, Policy and Governmental Affairs Committee is a standing advisory committee of the Board. It is responsible for developing and presenting guidance to the agencies and institutions under the Board on the implementation of Board action on matters of policy, planning, and governmental affairs. The committee, in conjunction with the chief executive officers and chief administrators of the Board governed agencies and institutions, will develop guidance on the implementation of the Board's planning initiatives and goals. This committee shall also provide more detailed information to the Board on collaborative and cooperative measures for all education entities and branches of state government necessary to provide for the general supervision, governance and control of the state educational institutions, agencies and public schools, with the goal of producing a seamless educational system.

   b. Composition

      The Planning, Policy and Governmental Affairs Committee is composed of two (2) or more members of the Board, appointed by the president of the Board, who designates one (1) member to serve as the chairperson and spokesperson of the committee, and is staffed by the Board's Chief Planning and Policy Officer. The Planning, Policy and Governmental Affairs Committee may form working unit or units, as necessary, to advise the committee. The chairperson presents all committee and working unit updates to the Board.

   c. Responsibilities and Procedures

      The Planning, Policy and Governmental Affairs Committee is responsible for providing updates to the Board in the following general areas:

      i. Long range planning and coordination;
      ii. Initial discussions and direction on strategic policy initiatives and goals;

iii. Legislative proposals and administrative rules for Board agencies and institutions;
iv. Coordination and communication with the Governor, the Legislature, and all other governmental entities with regard to items of legislation, Board policy and planning initiatives;
v. Review and revision of Board policies, administrative rules and education-related statutes for consistency and compatibility with the Board's strategic direction;
vi. Reports and recommendations from workgroups and committees pertaining to education policy, planning and governmental affairs, including career technical education;
vii. Other matters as assigned by the Board.

At the direction of the Board president, any matter before the Board may be removed to the Planning, Policy and Governmental Affairs Committee for initial action or consideration.

The Planning, Policy and Governmental Affairs Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's Chief Planning and Policy Officer, under the direction of the chairperson, prepares the agenda for the Planning, Policy and Governmental Affairs Committee work that is under consideration at each meeting of the Board.

2. Instruction, Research and Student Affairs Committee

a. Purpose

The Instruction, Research and Student Affairs Committee is a standing advisory committee of the Board. It is responsible for implementing Board action and developing guidance to the institutions and agencies on matters of policy and procedure concerning instruction, research and student affairs.

b. Composition

The Instruction, Research and Student Affairs Committee is composed of two (2) or more members of the Board, appointed by the president of the Board, who designates one (1) member to serve as chairperson and spokesperson of the committee, and is staffed by the Board's Chief Academic Officer. The Instruction, Research and Student Affairs Committee may appoint a working unit or units, as necessary, to advise the committee. One such working unit shall be the Council on Academic Affairs and Programs (CAAP), which shall be composed of the Board's Chief Academic Officer and the chief academic officers of the institutions and agencies. The chairperson presents all committee and working group recommendations to the Board.

c. Responsibilities and Procedures

The Instruction, Research and Student Affairs Committee is responsible for updates to the Board in the following general areas:

i. Agency and institutional instruction, research and student affairs agenda items;
ii. Instruction, academic or career technical program approval;
iii. Instruction, academic or career technical program review, consolidation, modification, and discontinuance, and course offerings;
iv. Outreach, technology and distant learning impacting programs and their delivery;
v. Long-range instruction, academic and career technical planning;
vi. Registration of out-of-state institutions offering programs or courses in Idaho;
vii. Continuing education, professional development, workforce training, programs for at-risk populations, career guidance;
viii. Student organizations' activities and issues; and
ix. Other matters as assigned by the Board.

The Instruction, Research and Student Affairs Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's chief academic officer, under the direction of the chairperson, prepares the agenda for the Instruction, Research and Student Affairs Committee work that is under consideration at each meeting of the Board.

3. Business Affairs and Human Resources Committee

a. Purpose

The Business Affairs and Human Resources Committee is a standing advisory committee of the Board. It is responsible for developing and presenting updates to the Board on matters of policy and procedures concerning business affairs and human resources affairs.

b. Composition

The Business Affairs and Human Resources Committee is composed of two (2) or more members of the Board appointed by the president of the Board, who designates one (1) member to serve as chairperson and spokesperson of the committee, and is staffed by the Board's Chief Fiscal Officer. The Business Affairs and Human Resources Committee may appoint a working unit or units, as necessary, to advise the committee. One such working unit shall be the

Financial Vice Presidents council, which shall be composed of the Board's Chief Fiscal Officer and the chief financial officers of the institutions and agencies. The chairperson presents all committee updates to the Board.

c. Responsibilities and Procedures

The Business Affairs and Human Resources Committee is responsible, through its various working unit or units, for providing guidance on the implementation of Board action to the institutions and agencies under the Board in the following general areas:

i. Agency and institutional financial agenda items;
ii. Coordination and development of guidelines and information for agency and institutional budget requests and operating budgets;
iii. Long-range fiscal planning;
iv. Fiscal analysis of the following:

1) New and expanded financial programs;
2) Establishment, discontinuance or change in designation of administrative units;
3) Consolidation, relocation, or discontinuance of programs;
4) New facilities and any major modifications to facilities which would result in changes in programs or program capacity;
5) Student fees and tuition; and
6) Other matters as assigned by the Board.

The Business Affairs and Human Resources Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's chief fiscal officer, under the direction of the chairperson, prepares the agenda for the Business Affairs and Human Resources Committee work that is under consideration at each meeting of the Board.

4. Audit, Risk and Compliance Committee

a. Purpose

The Audit, Risk and Compliance Committee is a standing committee of the Board. The Audit, Risk and Compliance Committee provides oversight to the organizations under its governance (defined in Idaho State Board of Education, Policies and Procedures, Section I. A.1.) for: financial statement integrity, financial practices, internal control systems, financial management, and standards of conduct.

b. Composition

The Audit, Risk and Compliance Committee members shall be appointed by the Board and shall consist of five or more members. Three members of the Committee shall be current Board members and at least two members shall be independent non-Board members who are familiar with the audit process and permanent residents of the state of Idaho. No employee of an institution or agency under the governance of the Board shall serve on the Audit, Risk and Compliance Committee. Each Committee member shall be free from any relationship that would interfere with the exercise of independent judgment. Committee members shall not be compensated for their service on the committee, and shall not have a financial interest in, or any other conflict of interest with, any entity doing business with the Board, or any institution or agency under the governance of the Board. Audit, Risk and Compliance Committee members who are Board members may be compensated for Board service. The Audit, Risk and Compliance Committee may appoint a working unit or units, which could include the chief financial officers of the institutions and financial officers of the Board office.

All members shall have an understanding of financial affairs and the ability to exercise independent judgment. Committee appointments will be made is such a way that collectively the Committee membership possesses sufficient knowledge of internal audit, external audit, accounting, finance, information technology, compliance, risk management, higher education, and governance concepts. At least one member of the committee shall have current accounting or related financial management expertise in the following areas:

i. An understanding of generally accepted accounting principles, experience in preparing, auditing, analyzing, or evaluating complex financial statements, and;
ii. The ability to assess the general application of such principles in the accounting for estimates, accruals, and reserves, and;
iii. Experience in preparing or auditing financial statements and;
iv. An understanding of internal controls.

Members may be reappointed. The Audit, Risk and Compliance Committee chair shall be appointed by the Board president and shall be a Board member.

c. Responsibilities and Procedures

It is not the Committee's duty to plan or conduct audits or to determine that the institution's financial statements are complete, accurate and in accordance with generally accepted accounting principles. Management of the applicable institutions and agencies shall be responsible for the preparation, presentation, and integrity of the financial statements and for the appropriateness of the

accounting principles and reporting policies used. The following shall be the principal duties and responsibilities of the Committee:

i. Recommend the appointment and compensation to the Board of the external auditors. Evaluate and oversee the work of the external auditors. The Committee must review any services prior to being provided by the external auditor. The external auditing firm shall report directly to the committee as well as the Board and the auditor's "engagement letter" shall be addressed to the Committee and the president of each institution. The Committee shall have the authority to engage the Board's legal counsel and other consultants as necessary to carry out its duties.
ii. Evaluate and oversee the work of the Internal Audit and Advisory Services unit (IAAS), located within the Board office.
iii. Discuss with the external auditors the audit scope, focusing on areas of concern or interest;
iv. Review the financial statements, adequacy of internal controls and findings with the external auditors. The external auditor's "management letter" shall include management responses and be addressed to the Audit, Risk and Compliance Committee and president of the institution.
v. Ensure the external auditor presents the financial statements to the Board and provides detail and summary reports as appropriate.
vi. Oversee standards of conduct (ethical behavior) and conflict of interest policies of the Board and the institutions and agencies under its governance including establishment of confidential complaint mechanisms.
vii. Monitor the independence and performance of each organization's external auditor and internal auditing departments;
viii. Provide general guidance for developing risk assessment models for all institutions.
ix. Provide an avenue of communication among the external auditor, management, the internal audit staff and the Board.
x. Maintain audit review responsibilities of institutional affiliates to include but not limited to foundations and booster organizations.
xi. Oversee institutional compliance programs.

The Audit, Risk and Compliance Committee will meet at least four times per year. The committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's Chief Fiscal Officer, under the direction of the chair, prepares the agenda for work that is under consideration at each meeting of the Board.

5. Executive Committee

   a. Purpose

      The Executive Committee is responsible for assisting the full Board in discharging its responsibilities with respect to the management of the business and affairs of the Board and the Board Office, to consider matters concerning the Board that may arise from time to time, and to provide direction to the executive director on any of such matters.

   b. Composition

      The Executive Committee is composed of the current Board president, vice president, and secretary, and the immediate past Board president. The Board's executive director also shall serve on the Executive Committee. The current Board president serves as chairperson of the committee. In the event the past Board president is unable to serve on the Executive Committee, then the Board president may appoint another member of the Board to serve in the place of such former officer.

   c. Responsibilities and Procedures

      The Executive Committee shall have such duties, responsibilities, and authority as may be delegated from time to time to the Executive Committee by the Board, and in the intervals between meetings of the Board, the Executive Committee shall, in conjunction with the executive director, assist in directing the management of the business and affairs of the Board. However, the Executive Committee may not undertake any action that, pursuant to any applicable law, rule, or policy of the Board, must be performed by another committee of the Board, or which must be acted upon by the whole Board in public session. The Board's executive director, under the direction of the Board president, prepares the agenda for and schedules each meeting of the Executive Committee, which may be conducted telephonically. A written record is not kept of the committee's activities, but it shall be the responsibility of the executive director to promptly communicate to all Board members who are not members of the committee regarding information related to the committee's discussions and activities.

G. Committee Presentations

1. The agenda for each regular meeting of the Board shall be organized using the areas of responsibility provided for in regard to each permanent standing committee of the Board, as described in Subsection F above, with the exception of the Audit Committee.

2. The Board member who is the chair of the permanent standing committee and spokesperson shall present the agenda items in the area of the committee's responsibility. This presentation may include calling on institutional/agency representatives and/or other individuals. In the event of an absence or conflict with respect to the committee chairperson, the Board president may designate a substitute Board member or Board officer to present the agenda items.

H. Conflict of Interest

1. Policy

   Members of the Board serve a public interest role and have a clear obligation to conduct all business of the Board in a manner consistent with that role. All decisions of the Board are to be made solely on the basis of a desire to promote the best interests of the public good.

2. Procedure

   a. A conflict of interest occurs when a member's private interests compete with his or her professional obligations to the Board to a degree that an independent observer might reasonably question whether the person's professional actions or decisions are materially affected by personal considerations, including but not limited to personal gain, financial or otherwise.

   b. In the event the Board must consider any transaction for an institution, school or agency that also involves (a) a member of the Board or (b) a member of his or her immediate family or close relative ("immediate family" means spouse, parent, child, stepchild or sibling), or a person residing in the member's household or a legal dependent of the member, or (c) an organization with which a member of the Board is affiliated, such Board member, at the first knowledge of such transaction, must publicly disclose such real or potential conflict to the Board.

   c. Disclosure is also required concerning all relationships and business affiliations that reasonably could give rise to a conflict of interest involving a matter before the Board. Affiliation is understood to exist if a Board member or a member of the Board member's immediate family, or a person residing in the member's household or a legal dependent of the member, is:

      (1) An officer, director, trustee, partner, employee, or agent of such organization; or

      (2) Either the actual or beneficial owner of more than five percent (5%) of the voting stock or controlling interest of such organization; or

(3) Has any other direct or indirect dealings with such organization from which he or she knowingly benefited (e.g., through receipt directly or indirectly of cash or other property in excess of one thousand dollars ($1000) a year).

d. Board members shall also comply with all applicable statutes and rules governing conflicts of interest including, but not limited to, the Bribery and Corrupt Influences Act, Idaho Code §18-1351 et. seq. and the Ethics in Government Act of 1990, Idaho Code §74-401 et. seq.

SUBJECT

Board Policy I.E. Executive Officers – Second Reading

REFERENCE

August 2016	Board approved first reading of Board Policy I.E. Executive Officers – vehicle allowance
October 2016	Board approved second reading of Board Policy I.E.
April 2018	Board approved the first reading of proposed amendments to Board policies: I.E., V.I. and V.U. removing provisions regarding housing, automobile allowances and reimbursement of entertainment expenses.
June 2018	Board approved second reading of Board policies I.E., V.I., and V.U.
August 2021	Board approved the first reading of amendments to Board Policy I.E. delegating to the Board's chief executive officers the ability to take actions on campus to prevent the spread of contagious or infectious disease
October 2021	Board approved the second reading of Board Policy I.E.
August 2024	Board approved the first reading of proposed amendments to Board Bylaws to realign the policy with the statutory changes that went into effect on July 1, 2024.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections I.E.
Sections 33-107, Idaho Code

BACKGROUND/DISCUSSION

HB521 (2024) amended Sections 33-102A and 33-104, Idaho Code. The amendment to 33-102A, Idaho Code provides that the governor is authorized to appoint the executive officer of the Board who shall serve at the pleasure of the governor and receive a salary fixed by the governor. The amendment to 33-104, Idaho Code provides that the president of the Board shall be selected by the governor and that at the first Board meeting in April, the president shall select a vice president and secretary.

IMPACT

The proposed amendments to Board Policy I.E. realign the policy with the above statutory changes which went into effect July 1, 2024.

ATTACHMENTS

Attachment 1 – Proposed Amendments to Board Policy I.E. Executive Officers – Redline

Attachment 2 – Proposed Amendments to Board Policy I.E. Executive Officers – Clean Copy

BOARD STAFF COMMENTS AND RECOMMENDATIONS

No changes were made between the first and second readings of the proposed amendments.

Board Staff recommends approval of the second reading of the proposed amendments to Board Policy I.E. Executive Officers as submitted in Attachment 2.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy Section I.E. Executive Officers, as submitted in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

1. Executive Director

   a. The Executive Director is appointed by and serves in this position at the pleasure of the ~~Board~~Governor, with the advice and consent of the senate. The Executive Director serves as the chief executive officer of the State Board of Education. Pursuant to ~~Idaho Code~~ Section 33-102A(2), Idaho Code, the Executive Director shall be under the direction of the Board and shall have such duties and powers as are prescribed by the Board. The Executive Director is charged with ensuring the effective articulation and coordination of institution, and agency concerns and is advisor to the Board and the Presidents/Agency Heads on all appropriate matters.

2. Presidents/Agency Heads

   a. Responsibilities

      The President/Agency Head is the chief program and administrative officer of the institution or agency. The President/Agency Head has full power and responsibility within the framework of the Board's Governing Policies and Procedures for the organization, management, direction, and supervision of the institution or agency and is held accountable by the Board for the successful functioning of the institution or agency in all of its units, divisions, and services.

      For the higher education institutions, the Board expects the Presidents to obtain the necessary input from the faculty, classified and exempt employees, and students, but it holds the Presidents ultimately responsible for the well-being of the institutions, and final decisions at the institutional level rest with the Presidents. The Presidents shall keep the Board apprised, within 24 hours, through the Executive Director, of all developments concerning the institution, its employees, and its students, which are likely to be of interest to the public.

   b. The ~~Chief~~ chief e~~E~~xecutive o~~O~~fficer is held accountable to the Board for performing the following duties within his or her designated areas of responsibility:

      i. Relations with the Board

         1) Conduct of the institution or agency in accordance with the Governing Policies and Procedures of the Board and applicable state and federal laws.

         2) Effective communication among the Board, the Board office, and the institution or agency.

         3) Preparation of such budgets as may be necessary for proper reporting and planning.

         4) Transmittal to the Board of recommendations initiated within the institution or agency.

5) Participation and cooperation with the office of the Board in the development, coordination, and implementation of policies, programs, and all other matters of state-wide concern.

6) Notification to Board President or Executive Director of any absence exceeding one week during which time the chief executive officer will be unavailable or out-of-country.

ii. Leadership of the Institution or Agency

1) Recruitment and retention of employees

2) Development of programs, in accordance with an evolving plan for the institution or agency.

3) In cooperation with appropriate parties, the promotion of the effective and efficient functioning of the institution or agency.

4) Development of methods that will encourage responsible and effective contributions by various parties associated with the institution or agency in the achievement of the goals of the institution or agency.

iii. Relations with the Public

1) Development of rapport between the institution or agency and the public that each serves.

2) Official representation of the institution or agency and its Board-approved role and mission to the public.

c. Appointment Terms and Conditions

Each chief executive officer is employed and serves at the pleasure of the Board as an at-will employee. Appointments to the position of President of the higher education institutions ~~and Executive Director of the Board~~ are made by the Board. The Executive Director shall have authority to identify candidates and make recommendations for the appointment of Agency Heads, which must be approved and appointed by the Board. The Board and each chief executive officer may enter into an employment agreement for a term not to exceed five (5) years that documents the period of appointment, compensation, and any additional terms. The Board's Policies regarding Non-classified Employees, Section II, Subsection F, do not apply to the Board's chief executive officers.

d. Evaluations

The Agency Heads are evaluated by the Executive Director annually, who makes recommendations to the Board with respect to compensation and employment actions. The Presidents ~~and Executive Director~~ are evaluated by the Board annually. The performance evaluation is based upon the terms of any employment agreement, the duties outlined in the policy and mutually agreed upon goals. Final decisions with respect to compensation and employment actions with regard to chief executive officers are made by the Board.

e. Compensation and Benefits

i. Each chief executive officer's annual compensation shall be set and approved by the Board. The Governor shall set the salary of the Executive Director. A chief executive officer shall not receive supplemental salary compensation related to his or her service as chief executive officer from an affiliated institutional foundation, or from any other source. A chief executive officer must disclose to the Board, through its Executive Director or in executive session as appropriate (with updates as necessary), any activities and financial interests, including compensation from an outside source unrelated to his or her service as chief executive officer, that affects or could potentially affect the chief executive officer's judgment or commitment to the Board or the institution.

ii. In addition to the compensation referred to above, each chief executive officer shall receive the usual and ordinary medical, retirement, leave, educational, and other benefits available to all institutional, and agency employees.

iii. Each chief executive officer shall receive reasonable and adequate liability insurance coverage under the state's risk management program.

iv. Relocation and moving expenses incurred by each chief executive officer will be paid in accordance with the policies and rates established by the State Board of Examiners.

v. Each chief executive officer earns annual leave at a rate of two (2) days per month or major fraction thereof of credited state service.

f. Termination
In the event a chief executive officer's appointment is terminated by Board action (for or without cause), than such individual shall only be entitled to continued compensation or benefits, if any, for which he or she may be eligible under the terms of his or her employment agreement.

3. Institutional Presidents: Official Duties Related Spousal Expenses

The Board acknowledges that the spouse of an institutional president provides valuable service activities on behalf of the institution, the Board, and to the Idaho higher education system. The Board further recognizes that the spouse may be expected to attend certain functions related to the ongoing mission and purposes of

the institution. Accordingly, a spouse shall be eligible for reimbursement of authorized official travel and business related expenses, in accordance with the State of Idaho's travel and expense policies, as long as such expenses have a bona fide business purpose. To be a bona fide business purpose the presence and activities of the spouse at the function must be significant and essential (not just beneficial) to the institution. A president's spouse attending official functions as part of protocol or tradition and where the spouse makes an important contribution to the function can be considered serving a business purpose. For example, ceremonial functions, fundraising events, alumni gatherings, community, and recruiting events are examples of activities at which the presence of a spouse may contribute to the mission of the University. If a spouse has no significant role, or performs only incidental duties of a purely social or clerical nature, then such does not constitute a bona fide business purpose. Spousal expenses may not be charged to state funds; various non-state funds controlled by the institution may be used to fund spousal expenses.

4. President Emeritus/Emerita Designation

The Board may choose to grant President Emeritus/Emerita status to a retiring President. President Emeritus/Emerita status should be reserved to honor, in retirement, a president who has made distinguished professional contributions to the institution and who has also served a significant portion of his/her career at the institution. The intent of conferring President Emeritus/Emerita status is to bestow an honorary title in recognition of successful tenure in the Presidential role.

a. Appointment Procedure

An institution may forward a recommendation to the Board that this honorary title be conferred upon a President that is retiring or has retired from the institution. Each institution shall provide for input into the recommendation from the campus community.

b. Rights, Privileges and Responsibilities

Rights and privileges of such a distinction shall be, insofar as resources will allow, similar to those of active institutional staff, including such privileges as:

i. staff privileges for activities, events and campus facilities;

ii. receipt of institutional newspaper and other major institutional publications and receipt of employee/spouse fee privilege (see Section V. R.).

5. Procedures to Prevent the Spread of Infectious Disease.

Pursuant to section 33-3730, Idaho Code, the ~~e~~Executive ~~d~~Director is delegated authority to, upon request from an institution in situations requiring immediate action, close an institution or any of its buildings or campuses if needed to prevent

the spread of contagious or infectious disease. Also pursuant to section 33-3730, Idaho Code, the Pp~~p~~resident of each institution is delegated the authority to implement measures required to prevent the spread of contagious or infectious disease, including limiting programs or activities. Any such action taken shall be considered by the Board at its next meeting.

1. Executive Director

   a. The Executive Director is appointed by and serves in this position at the pleasure of the Governor, with the advice and consent of the senate. The Executive Director serves as the chief executive officer of the State Board of Education. Pursuant to Section 33-102A(2), Idaho Code, the Executive Director shall be under the direction of the Board and shall have such duties and powers as are prescribed by the Board. The Executive Director is charged with ensuring the effective articulation and coordination of institution, and agency concerns and is advisor to the Board and the Presidents/Agency Heads on all appropriate matters.

2. Presidents/Agency Heads

   a. Responsibilities

      The President/Agency Head is the chief program and administrative officer of the institution or agency. The President/Agency Head has full power and responsibility within the framework of the Board's Governing Policies and Procedures for the organization, management, direction, and supervision of the institution or agency and is held accountable by the Board for the successful functioning of the institution or agency in all of its units, divisions, and services.

      For the higher education institutions, the Board expects the Presidents to obtain the necessary input from the faculty, classified and exempt employees, and students, but it holds the Presidents ultimately responsible for the well-being of the institutions, and final decisions at the institutional level rest with the Presidents. The Presidents shall keep the Board apprised, within 24 hours, through the Executive Director, of all developments concerning the institution, its employees, and its students, which are likely to be of interest to the public.

   b. The chief executive officer is held accountable to the Board for performing the following duties within his or her designated areas of responsibility:

      i. Relations with the Board

         1) Conduct of the institution or agency in accordance with the Governing Policies and Procedures of the Board and applicable state and federal laws.

         2) Effective communication among the Board, the Board office, and the institution or agency.

         3) Preparation of such budgets as may be necessary for proper reporting and planning.

         4) Transmittal to the Board of recommendations initiated within the institution or agency.

5) Participation and cooperation with the office of the Board in the development, coordination, and implementation of policies, programs, and all other matters of state-wide concern.

6) Notification to Board President or Executive Director of any absence exceeding one week during which time the chief executive officer will be unavailable or out-of-country.

ii. Leadership of the Institution or Agency

1) Recruitment and retention of employees

2) Development of programs, in accordance with an evolving plan for the institution or agency.

3) In cooperation with appropriate parties, the promotion of the effective and efficient functioning of the institution or agency.

4) Development of methods that will encourage responsible and effective contributions by various parties associated with the institution or agency in the achievement of the goals of the institution or agency.

iii. Relations with the Public

1) Development of rapport between the institution or agency and the public that each serves.

2) Official representation of the institution or agency and its Board-approved role and mission to the public.

c. Appointment Terms and Conditions

Each chief executive officer is employed and serves at the pleasure of the Board as an at-will employee. Appointments to the position of President of the higher education institutions are made by the Board. The Executive Director shall have authority to identify candidates and make recommendations for the appointment of Agency Heads, which must be approved and appointed by the Board. The Board and each chief executive officer may enter into an employment agreement for a term not to exceed five (5) years that documents the period of appointment, compensation, and any additional terms. The Board's Policies regarding Non-classified Employees, Section II, Subsection F, do not apply to the Board's chief executive officers.

d. Evaluations

The Agency Heads are evaluated by the Executive Director annually, who makes recommendations to the Board with respect to compensation and employment

actions. The Presidents are evaluated by the Board annually. The performance evaluation is based upon the terms of any employment agreement, the duties outlined in the policy and mutually agreed upon goals. Final decisions with respect to compensation and employment actions with regard to chief executive officers are made by the Board.

e. Compensation and Benefits

i. Each chief executive officer's annual compensation shall be set and approved by the Board. The Governor shall set the salary of the Executive Director. A chief executive officer shall not receive supplemental salary compensation related to his or her service as chief executive officer from an affiliated institutional foundation, or from any other source. A chief executive officer must disclose to the Board, through its Executive Director or in executive session as appropriate (with updates as necessary), any activities and financial interests, including compensation from an outside source unrelated to his or her service as chief executive officer, that affects or could potentially affect the chief executive officer's judgment or commitment to the Board or the institution.

ii. In addition to the compensation referred to above, each chief executive officer shall receive the usual and ordinary medical, retirement, leave, educational, and other benefits available to all institutional, and agency employees.

iii. Each chief executive officer shall receive reasonable and adequate liability insurance coverage under the state's risk management program.

iv. Relocation and moving expenses incurred by each chief executive officer will be paid in accordance with the policies and rates established by the State Board of Examiners.

v. Each chief executive officer earns annual leave at a rate of two (2) days per month or major fraction thereof of credited state service.

f. Termination
In the event a chief executive officer's appointment is terminated by Board action (for or without cause), than such individual shall only be entitled to continued compensation or benefits, if any, for which he or she may be eligible under the terms of his or her employment agreement.

3. Institutional Presidents: Official Duties Related Spousal Expenses

The Board acknowledges that the spouse of an institutional president provides valuable service activities on behalf of the institution, the Board, and to the Idaho higher education system. The Board further recognizes that the spouse may be expected to attend certain functions related to the ongoing mission and purposes of the institution. Accordingly, a spouse shall be eligible for reimbursement of authorized official travel and business related expenses, in accordance with the State of Idaho's

travel and expense policies, as long as such expenses have a bona fide business purpose. To be a bona fide business purpose the presence and activities of the spouse at the function must be significant and essential (not just beneficial) to the institution. A president's spouse attending official functions as part of protocol or tradition and where the spouse makes an important contribution to the function can be considered serving a business purpose. For example, ceremonial functions, fundraising events, alumni gatherings, community, and recruiting events are examples of activities at which the presence of a spouse may contribute to the mission of the University. If a spouse has no significant role, or performs only incidental duties of a purely social or clerical nature, then such does not constitute a bona fide business purpose. Spousal expenses may not be charged to state funds; various non-state funds controlled by the institution may be used to fund spousal expenses.

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   a. Appointment Procedure

      An institution may forward a recommendation to the Board that this honorary title be conferred upon a President that is retiring or has retired from the institution. Each institution shall provide for input into the recommendation from the campus community.

   b. Rights, Privileges and Responsibilities

      Rights and privileges of such a distinction shall be, insofar as resources will allow, similar to those of active institutional staff, including such privileges as:

      i. staff privileges for activities, events and campus facilities;

      ii. receipt of institutional newspaper and other major institutional publications and receipt of employee/spouse fee privilege (see Section V. R.).

5. Procedures to Prevent the Spread of Infectious Disease.

   Pursuant to section 33-3730, Idaho Code, the Executive Director is delegated authority to, upon request from an institution in situations requiring immediate action, close an institution or any of its buildings or campuses if needed to prevent the spread of contagious or infectious disease. Also pursuant to section 33-3730, Idaho Code, the President of each institution is delegated the authority to

implement measures required to prevent the spread of contagious or infectious disease, including limiting programs or activities. Any such action taken shall be considered by the Board at its next meeting.

IDAHO DIVISION OF CAREER TECHNICAL EDUCATION

SUBJECT

Board Policy VII.D. Second Reading and Idaho Quality Program Grant Standards

REFERENCE

August 14, 2014	Board, acting as the State Board for Career Technical Education, approved Proposed Rule Docket 55-0104-1401, first reading of Board Policy IV.E.2. and the Idaho Quality Program Standards.
November 2014	Board approved Pending Rule Docket 55-0104-1401.
June 2023	Board approved first reading of Board Policy VII.D. moving the Division's section of Board policy from subsection IV.E. to its own section, Section VII.
August 2023	Board approved second reading of Board Policy VII.D.
August 2024	Board approved first reading of amendments to Board Policy VII.D. and amendments to the Idaho Quality Program Grant Standards.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Policies and Procedures, Section VII.D.
Section 33-1629, Idaho Code
Idaho Administrative Code, IDAPA 55.01.04

BACKGROUND/DISCUSSION

The Idaho Legislature enacted Section 33-1629, Idaho Code, Agricultural and Natural Resource Education Programs during the 2014 Legislative session. The purpose of this section was to establish (1) Idaho Quality Program Standards Incentive Grants, and (2) Agricultural Education Program Start-Up Grants and requires the State Board for Career Technical Education to adopt rules to implement the Idaho Quality Program Standards Incentive Grants and Agricultural Education Program Start-Up Grants. The Board adopted the required rules through the 2014-2015 negotiated rulemaking process and approved the grant program standards at the August 14, 2014 regular Board meeting.

The current Idaho Quality Program standards, incorporated by reference into Board policy VII.D., have not been updated since the original August 2014 approval. During summer and fall 2023, Division staff held a number of meetings with agriculture education stakeholders across the state who have received, applied for, or are eligible to apply for one or both of the two grant programs. The purpose of the meetings was to verify the continued relevance of the standards and to update the current standards where needed. Updates include changes to clarify and streamline the review process for eligible applicants.

The standards have been amended to provide a technical correction related to the acronyms used within the policy, to summarize the introductory paragraph and provide the more specific reference to the section of Idaho code creating the two grant programs and to incorporate the change requested by the Board at the August 2024 regular Board meeting to expand the original reference to agriculture instruction to the agriculture, food, and natural resource (AFNR) pathway name or acronym.

The substantive change in the introduction has been highlighted in Attachment 1. The technical change to the name and use of the acronym have been made throughout the document.

IMPACT

Approval of the standards and update of Board policy incorporating the new approval date of the standards will allow the Division to use the updated standards for the new grant award period.

ATTACHMENTS

Attachment 1 – Idaho Quality Program Standards amendments redlined
Attachment 2 – Board Policy VII.D. Second Reading redlined
Attachment 3 – Idaho Quality Program Standards amendments clean copy
Attachment 4 – Board Policy VII.D. Second Reading clean copy

BOARD STAFF COMMENTS AND RECOMMENDATIONS

No changes were made to the proposed policy amendment between the first and second reading. Changes were made to the Idaho Quality Program Standards between readings. These changes were responsive to Board discussion at the August board meeting and were discussed at the Policy, Planning and Government Affairs Committee Meeting on September 25, 2024. All parties agreed that the changes were not substantive.

Board staff recommends approval of the IQPS standards as presented in Attachment 1 and approval of the proposed amendment to Board Policy VII.D. as presented in Attachment 2.

BOARD ACTION

I move to approve the Idaho Quality Program Standards as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the second reading of proposed amendments to Board Policy VII.D. as provided in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

~~**INTRODUCTION**~~

Idaho Quality Program Standards (IQPS)

Standards and Quality Indicators

This document was prepared and reviewed by representatives of: Idaho Team Ag Ed; Idaho Division of Career Technical Education; Idaho Agriculture Teachers Association; Department of Agricultural Education and 4-H Youth Development, University of Idaho.

Introduction

~~The Idaho Agricultural Education Quality Program Standards are a result of a need to provide a consistent delivery of high quality agricultural education programs across the state of Idaho focused on relevant instruction, rigorous clear goals, continuous program improvement and the development of essential skills for student success. Input from local and state leaders was sought and obtained regarding the qualities of highly successful agricultural education programs.~~

~~The Idaho Agricultural Education Quality Program Standards are designed to be used by the local instructor(s), administration, community partners and/or stakeholders, advisory council, FFA Alumni and/or an external assessment team to conduct an evaluation of the local agricultural education program and develop clear goals and objectives for program improvement. The local self-assessment or evaluation will serve as the basis for further review by the State Division of Career Technical Education in determining how well an agricultural education program meets the Idaho Agricultural Education Quality Program Standards.~~

~~During the 2014 sixty-second Legislative regular session, Senate Bill 1275 was passed to amend Chapter 16, Title 33 of the Idaho Code to establish provisions relating to the Idaho Quality Standards Incentive Grants and direct the State Board of Career Technical Education to adopt and implement the Idaho Agriculture Education Quality Program Standards.~~The Idaho Quality Program Standards Incentive Grants program and the Agricultural Education Program Start-Up Grants program were established in 2014 with the enactment of Section 33-1629, Idaho Code, Agricultural and Natural Resource Education programs. Agricultural and natural resource education programs are part of the career technical education agriculture, food and natural resources (AFNR) pathway.

The Idaho Agriculture and Natural Resource Education Quality Program Standards comprise seven main areas dealing with the school based agricultural education program and the agricultural education instructor in the AFNR pathway. Standards 1 – 6, address the ~~agricultural education~~AFNR program and standard 7 addresses the ~~agricultural education~~AFNR instructor. Each standard and standard statement is followed by a series of quality indicators which further define ~~or assess~~ the standard or standard statement.

Local Program Success materials found in the National ~~FFA Local~~Council for Agricultural Education's National Program ~~Resource Guide~~Quality Standards rubric may provide

additional tools, resources and information to help ~~agricultural~~ AFNR education programs meet the standards and standard statements in this document.

ATTACHMENT 1

Standard 1: ~~Program Planning, Design & Curriculum~~
~~Standard Statement:~~
A standards-based curriculum in Agriculture, Food ~~&~~and Natural Resources Systems is delivered through an integrated model that incorporates classroom and laboratory instruction, experiential learning and student leadership ~~&~~and personal development.

Quality Indicators:

1. The ~~agricultural education~~applicable curriculum includes~~: 1.) approved Ag/NR courses; 2.)~~ course names ~~&~~and descriptions~~; 3.),~~ course objectives~~/~~ and competencies~~; 4.),~~ course sequences, ~~5.)~~ course prerequisites, ~~6.)~~and staffing assignments for all courses.

2. The Program(s) of Study (POS) establishes the course sequence~~)~~ offered by the AFNR program and is cross-~~ walked/~~ and aligned to the ~~Idaho Department of Education (SDE) academic content standards and references the Idaho Core Standards~~content standards established in IDAPA 08.02.03.004.

~~1. Experiential learning (SAE) is integrated throughout the instructional program.~~

~~2. Student leadership & personal development (FFA) is integrated throughout the instructional program.~~

~~3. The agricultural education program consults with an advisory board, recognized by the local board of education, with current constitution and bylaws on program planning, design and curriculum.~~

3. The ~~agricultural~~ AFNR education program provides students with “value added” components to enhance their ability to be either college or career ready.

4. Instructional activities throughout the year are balanced between classroom and laboratory instruction, experiential learning ~~(SAE)~~, and leadership and personal development ~~(FFA)~~.

Standard 2: ~~Instruction & Assessment~~
~~Standard Statement:~~
Programs promote ~~academic~~ achievement and skill development of all students through year-round instruction using multiple methods to assess student learning that illustrates academic achievement and skill development.

Quality Indicators:

~~1. Instructional activities throughout the year are balanced between classroom & laboratory instruction, experiential learning (SAE), and leadership & personal development (FFA).~~

1. Course instructional outlines are documented and based upon an approved ~~P~~program of ~~S~~study ~~(POS)~~.

2. Instruction reinforces written objectives and appropriate assessments aligned to relevant and rigorous academic content and the Idaho ~~Core~~ content standards.

~~2.~~3. The instructor uses multiple instructional strategies for varied student learning styles and incorporates real-life experiences to facilitate learning.

~~3.~~4. The instructional program uses a variety of current instructional materials, ~~equipment,~~ techniques, ~~technology~~ and community-based ~~resources.~~support.

Standard 3: ~~Facilities & Equipment~~
~~Standard Statement:~~
The facilities and equipment support implementation of the ~~agricultural education~~AFNR program and curriculum by providing all students opportunities for the development and application of knowledge and skills. (Facilities are defined as classroom, agricultural education science laboratory, computer laboratory, wood and metal shop, greenhouse, head house, land laboratory, livestock facilities, storage areas and office).

Quality Indicators:
1. Facility size, layout, storage and labs provide for effective delivery of the courses offered and student enrollment.

2. Facility is clean, organized, and maintained to provide an environment conducive to learning.

3. Facility meets existing local, state, and~~/or~~ federal health standards including air, temperature, water, acoustics, ventilation, light and particulate control.

~~1. Idaho Building Safety Inspection (IBSI) has been conducted on the facility, equipment and tools with all defective items removed, repaired, or replaced.~~

4. Current equipment is ~~available and maintained~~industry relevant and adequate for student instruction.

~~4.~~5. Adequate consumable supplies are provided annually to deliver instruction.

~~5.~~6. Current technology is available, maintained, and updated to offer high quality instruction and support experiential learning and student leadership development.

Standard 4: ~~Experiential Learning~~
~~Standard Statement:~~
Education is enhanced through active participation by all students in a year-~~-~~round experiential learning program that is planned, developed and managed by the student with instruction and support by the ~~agriculture~~AFNR instructor.

Quality Indicators:

1. All students have experiential learning programs based on career pathways~~/~~, clusters~~/~~, interests, and ~~agricultural~~ AFNR education curriculum standards.

2. Continuous instruction and supervision of student experiential learning programs are provided by the ~~agriculture~~ AFNR education instructor throughout the calendar year.

3. Students have a comprehensive experiential learning program that shows evidence of improvement.

~~3.~~4. Students have comprehensive experiential learning programs ~~that show evidence of~~ and keep accurate record of continuous improvement.

~~1. The agricultural education program consults with an advisory board, recognized by the local board of education, with current constitution and bylaws on experiential learning.~~

Standard 5: ~~Leadership Development~~

~~Standard Statement~~:

All students participate in year-round intra-curricular ~~agricultural~~ AFNR education student organization programs and activities.

Quality Indicators:

1. The FFA chapter annually plans and implements a program of activities and reviews and approves Chapter ~~constitution and/or bylaws.~~Constitution and Bylaws.

2. The ~~agricultural~~ AFNR education program students participate in FFA programs and activities ~~and have a progressive plan for leadership and personal development.~~listed in the program of activities.

3. The FFA chapter conducts and/or participates in local activities and events.

4. The FFA chapter conducts or participates in district, state and national activities.

5. Students who are FFA members show evidence of continuous improvement by achieving advanced degrees based on ~~the~~their SAE program and FFA participation.

~~1. The agricultural education program consults with an agricultural ducation advisory board, recognized by the local board of education, with current constitution and bylaws on leadership development.~~

Standard 6: ~~Partnerships & Marketing~~

~~Standard Statement~~:

Key stakeholders are continually engaged, consulted and invested in the ~~agricultural~~ AFNR education program.

Quality Indicators:

1. The ~~School~~AFNR education program consults with an educational advisory board, recognized by the local board of education, to plan and ~~community partners (~~direct the program's curriculum, supervised agriculture experiences (SAE), and leadership development.

2. Technical Advisory Committee is comprised of School Board, Administration, ~~agriculture advisory board, ~~Alumni, parents, ~~media,~~local decision makers, and ~~agricultural~~ AFNR industry leaders ~~and community) are familiar with the agricultural education model (classroom, SAE and FFA), are involved in shaping~~ from the community and ~~strengthening the program~~ its impact area.

~~1.~~3. Stakeholder groups (Technical Advisory Committee or Alumni and ~~promoting program accomplishments~~Supporters Group) collaborate often in order to maintain consistent support of the AFNR education program and promote its success.

~~2.~~4. ~~Agricultural education p~~Program stakeholders and supporters (e.g. Technical Advisory Committee or Alumni and Supporters group) are recognized for their support of the agricultural education program.

~~3.~~5. Community volunteers (FFA Alumni and Supporters group or others) are organized and involved in supporting the agricultural education program.

~~4.~~6. The ~~agricultural~~ AFNR education program provides relevant data/information to key stakeholders and other entities.

~~5.~~7. A recruitment and retention plan is annually ~~developed and~~ implemented for prospective and current students.

~~6.~~8. Follow-up data is collected and maintained on all ~~agriculture~~ program graduates.

Standard 7: ~~Certified Agricultural Education Instructor and Professional Growth~~
~~Standard Statement:~~
Competent and certified ~~agricultural~~ applicable AFNR education instructor provides the core of the program.

Quality Indicators:

1. The ~~agricultural education~~ instructor has current applicable Idaho certification ~~to teach agriculture~~ and has advanced training to enhance instruction in the ~~agricultural education~~ program.

ATTACHMENT 1

2. The ~~agricultural education~~ instructor provides student instruction and supervision throughout the year in classroom ~~&~~and laboratory, experiential learning and leadership ~~&~~and personal development (FFA).

3. The ~~agricultural education~~ instructor demonstrates effectiveness in quality teaching that promotes student growth.

4. The ~~agricultural education~~ instructor practices classroom management that maximizes time-on-task and minimizes disruptive behaviors.

5. The ~~agricultural education~~ instructor demonstrates effectiveness involving experiential learning activities that promotes student growth.

6. The ~~agricultural education~~ instructor demonstrates effectiveness involving leadership and personal development (FFA) activities that promotes student growth.

7. The ~~agricultural education~~ instructor demonstrates professional growth through activities to promote knowledge of content, instructional strategies, industry practices~~,~~ and instructor leadership roles.

8. The ~~agricultural education~~ instructor is an active member in local, state and national professional education associations.

ATTACHMENT 2

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: VII. DIVISION OF CAREER TECHNCIAL EDUCATION
Subsection: D. Miscellaneous Grant Program Standards and Requirements
~~**August 2023**~~**October 2024**

1. Section 33-1629, Idaho Code, establishes the Idaho Agricultural Education Quality Program Standards Incentive Grants and Agricultural Education Program Start-Up Grants. These grants shall be administered based on the provisions of Section 33-1629, Idaho Code, and IDAPA 55.01.04.

   The Idaho Agricultural Education Quality Program Standards shall be used to evaluate the quality of Agricultural, Food and Natural Resource education programs. The Idaho Agricultural Education Quality Program Standards as approved ~~August 14, 2014~~ October 17, 2024, are adopted and incorporated by reference into this policy. The standards may be found on the Division of Career Technical Education website at http://cte.idaho.gov.

2. Industry Partner Fund

   Section 33-2213, Idaho Code, establishes the Industry Partner Fund. In an effort to increase the capacity of each of Idaho's six public technical colleges to work with regional industry partners to provide a "rapid response to gaps in skills and abilities," Idaho has established the Industry Partner Fund. The purpose of the fund is to provide funds that give the technical colleges the flexibility to work with Idaho employers to provide "timely access to relevant college credit and non-credit training and support projects."

   a. Industry Partner Fund Definitions:

      i. Technical College Leadership Council (TCLC) means the career technical education deans of Idaho's six public technical colleges
      ii. Wage threshold means evidence that training will lead to jobs that provide living wages appropriate to the local labor market or local standard of living.
      iii. Regional means the six defined career technical service regions pursuant to Board Policy III.Z.
      iv. Support project means supplemental items, activities, or components that may enhance program outcomes (such as job analysis, placement services, data collection and follow up, workplace readiness skills training, etc.)
      v. Regional industry partners means employers that operate in Idaho and/or serve as a talent pipeline for Idaho students and employees.
      vi. Impact potential means the extent to which the training or project will increase regional capacity to meet talent pipeline needs. May include number of students or employees affected, associated wages, and long-term regional improvement or sustainability. May also include the timeframe for implementation.

vii. Demonstrated commitment means the promissory financial commitment made by the partner employer that includes cash or in-kind contribution to the project.

b. Roles and Responsibilities

The Administrator and TCLC are jointly responsible for reviewing and administering the application process for accessing Industry Partner Fund monies.

The TCLC, in accordance with the deadlines outlined in the following section, shall conduct the preliminary review of all proposals to ensure they meet the eligibility requirements and align with legislative intent. Each institution shall have one vote on the TCLC throughout the recommendation process. Deans shall not vote on proposals from their institution. The TCLC shall make recommendations to the division administrator to approve, deny, or modify submitted proposals.

The Administrator shall review all eligible proposals and make the final determination on the award of those proposals.

The Division shall be responsible for management and distribution of all moneys associated with the fund.

c. Submission and Review Process

Proposals will be accepted quarterly, on a schedule set by the Division. The TCLC shall provide the Administrator with recommendations on which proposals to award within 14 calendar days of the closing date of the application period. Pursuant to language outlined in Section 33-2213, Idaho Code, the TCLC and the Administrator will notify the technical college within 30 days of submission of their proposal as to whether their proposal was approved.

Submitted proposals must contain all required supporting documentation, as outlined by the Administrator, the TCLC, and as specified in the application.

Proposals must be signed by the College Dean, Financial Vice President/Chief Fiscal Officer, Provost/Vice President for Instruction, and institution President.

Proposals must outline how the institution and industry partner(s) are unable to meet industry need with existing resources.

d. Eligibility Criteria

Each proposal will be reviewed and evaluated according to the following criteria:

i. The extent to which the proposal meets regional demand
ii. Relevant labor market information, which must include, but is not limited to, Idaho Short Term Projections (Idaho Department of Labor)

iii. Wage thresholds – low wage program starts should be accompanied with appropriate justification including regional economic demand.
iv. Impact potential
v. Degree of employer commitment
vi. The extent to which the proposal aligns with and/or supports career technical education programs and relevant workforce training
vii. the anticipated administrative costs
viii. any special populations that may benefit from the proposed education or training
ix. sustainability of the program

Preference will be given to proposals that include:

i. Multiple employers
ii. Higher number of impacted workers
iii. Demonstrated commitment (highest consideration will be given to proposals with a matching component)

Each college may submit more than one proposal per quarter. In the event a qualified proposal isn't selected in the quarter in which it was submitted, the proposal may be resubmitted the following quarter. Resubmission of an eligible proposal is not a guarantee of future awards.

e. Distribution and Use of Funds

The Administrator, in awarding funds, shall ensure that funds are available each quarter. As such, the Administrator may adjust or reduce the award amount to an accepted proposal. These adjustments or reductions shall be made in consultation with the TCLC and the technical college impacted and will ensure the original intent of the proposal can still be met.

Funds will be distributed on a one-time basis; renewal proposals may be submitted, based on the nature of the project or training.

Industry Partner Fund moneys may be used for:

i. Facility improvement/expansion
ii. Facility leasing
iii. Curriculum development
iv. Salaries and benefits (if the training program needs are anticipated to go beyond the initial award, the college must provide additional details on long-term sustainability of the position filled through the fund)
v. Staff development
vi. Operating expenses
vii. Equipment and supplies
viii. Travel related to the project
ix. Approved administrative costs, as outlined in the application

Funds may not be used for:

i. Real property
ii. indirect costs
iii. the cost of transcribing credits
iv. tuition and fees
v. materials and equipment normally owned by a student or employee for use in the program or training

f. Performance Measures and Reporting Requirements

In accordance with the approved proposal, colleges shall provide a quarterly update and closeout report on elements such as:

i. Number of affected workers
ii. Number of enrolled or participating students
iii. Placement rate of training completers
iv. Average wages and any wage differential
v. Industry match
vi. If practicable, Idaho public college credits, certificates, certifications, qualifications or micro certifications of value toward postsecondary certificates or degrees.
vii. Funds obligated and expended. Any funds not obligated within 18 months of the initial award shall revert back to the fund.

ATTACHMENT 1

Idaho Quality Program Standards (IQPS)

Standards and Quality Indicators

This document was prepared and reviewed by representatives of: Idaho Team Ag Ed; Idaho Division of Career Technical Education; Idaho Agriculture Teachers Association; Department of Agricultural Education and 4-H Youth Development, University of Idaho.

Introduction

The Idaho Quality Program Standards Incentive Grants program and the Agricultural Education Program Start-Up Grants program were established in 2014 with the enactment of Section 33-1629, Idaho Code, Agricultural and Natural Resource Education programs. Agricultural and natural resource education programs are part of the career technical education agriculture, food and natural resources (AFNR) pathway.

The Idaho Agriculture and Natural Resource Education Quality Program Standards comprise seven main areas dealing with the school based agricultural education program and the agricultural education instructor in the AFNR pathway. Standards 1 – 6, address the AFNR program and standard 7 addresses the AFNR instructor. Each standard and standard statement is followed by a series of quality indicators which further define the standard or standard statement.

Local Program Success materials found in the National Council for Agricultural Education's National Program Quality Standards rubric may provide additional tools, resources and information to help AFNR education programs meet the standards and standard statements in this document.

ATTACHMENT 1

Standard 1:
A standards-based curriculum in Agriculture, Food and Natural Resources Systems is delivered through an integrated model that incorporates classroom and laboratory instruction, experiential learning and student leadership and personal development.

Quality Indicators:
1. The applicable curriculum includes course names and descriptions, course objectives and competencies, course sequences, course prerequisites, and staffing assignments for all courses.

2. The Program(s) of Study (POS) establishes the course sequence offered by the AFNR program and is cross-walked and aligned to the content standards established in IDAPA 08.02.03.004.

3. The AFNR education program provides students with “value added” components to enhance their ability to be either college or career ready.

4. Instructional activities throughout the year are balanced between classroom and laboratory instruction, experiential learning , and leadership and personal development.

Standard 2:
Programs promote achievement and skill development of all students through year-round instruction using multiple methods to assess student learning that illustrates academic achievement and skill development.

Quality Indicators:
1. Course instructional outlines are documented and based upon an approved program of study.

2. Instruction reinforces written objectives and appropriate assessments aligned to relevant and rigorous academic content and the Idaho content standards.

3. The instructor uses multiple instructional strategies for varied student learning styles and incorporates real-life experiences to facilitate learning.

4. The instructional program uses a variety of current instructional materials, techniques, and community-based support.

Standard 3:
The facilities and equipment support implementation of the AFNR program and curriculum by providing all students opportunities for the development and application of knowledge and skills. (Facilities are defined as classroom, agricultural education science laboratory, computer laboratory, wood and metal shop, greenhouse, head house, land laboratory, livestock facilities, storage areas and office).

Quality Indicators:

1. Facility size, layout, storage and labs provide for effective delivery of the courses offered and student enrollment.

2. Facility is clean, organized, and maintained to provide an environment conducive to learning.

3. Facility meets existing local, state, and federal health standards including air, temperature, water, acoustics, ventilation, light and particulate control.
4. Current equipment is industry relevant and adequate for student instruction.

5. Adequate consumable supplies are provided annually to deliver instruction.

6. Current technology is available, maintained, and updated to offer high quality instruction and support experiential learning and student leadership development.

Standard 4:

Education is enhanced through active participation by all students in a year-round experiential learning program that is planned, developed and managed by the student with instruction and support by the AFNR instructor.

Quality Indicators:

1. All students have experiential learning programs based on career pathways, clusters, interests, and AFNR education curriculum standards.

2. Continuous instruction and supervision of student experiential learning programs are provided by the AFNR education instructor throughout the calendar year.

3. Students have a comprehensive experiential learning program that shows evidence of improvement.

4. Students have comprehensive experiential learning programs and keep accurate record of continuous improvement.

Standard 5:

All students participate in year-round intra-curricular AFNR education student organization programs and activities.

Quality Indicators:

1. The FFA chapter annually plans and implements a program of activities and reviews and approves Chapter Constitution and Bylaws.

2. The AFNR education program students participate in FFA programs and activities listed in the program of activities.

3. The FFA chapter conducts and/or participates in local activities and events.

4. The FFA chapter conducts or participates in district, state and national activities.

5. Students who are FFA members show evidence of continuous improvement by achieving advanced degrees based on their SAE program and FFA participation.

Standard 6:
Key stakeholders are continually engaged, consulted and invested in the AFNR education program.

Quality Indicators:

1. The AFNR education program consults with an educational advisory board, recognized by the local board of education, to plan and direct the program's curriculum, supervised agriculture experiences (SAE), and leadership development.

2. Technical Advisory Committee is comprised of School Board, Administration, Alumni, parents, local decision makers, and AFNR industry leaders from the community and its impact area.

3. Stakeholder groups (Technical Advisory Committee or Alumni and Supporters Group) collaborate often in order to maintain consistent support of the AFNR education program and promote its success.

4. Program stakeholders and supporters (e.g. Technical Advisory Committee or Alumni and Supporters group) are recognized for their support of the agricultural education program.

5. Community volunteers (FFA Alumni and Supporters group or others) are organized and involved in supporting the agricultural education program.

6. The AFNR education program provides relevant data/information to key stakeholders and other entities.

7. A recruitment and retention plan is annually implemented for prospective and current students.

8. Follow-up data is collected and maintained on all program graduates.

Standard 7:
Competent and certified applicable AFNR education instructor provides the core of the program.

Quality Indicators:

ATTACHMENT 1

1. The instructor has current applicable Idaho certification and has advanced training to enhance instruction in the program.

2. The instructor provides student instruction and supervision throughout the year in classroom and laboratory, experiential learning and leadership and personal development (FFA).

3. The instructor demonstrates effectiveness in quality teaching that promotes student growth.

4. The instructor practices classroom management that maximizes time-on-task and minimizes disruptive behaviors.

5. The instructor demonstrates effectiveness involving experiential learning activities that promotes student growth.

6. The instructor demonstrates effectiveness involving leadership and personal development (FFA) activities that promotes student growth.

7. The instructor demonstrates professional growth through activities to promote knowledge of content, instructional strategies, industry practices and instructor leadership roles.

8. The instructor is an active member in local, state and national professional education associations.

ATTACHMENT 2

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: VII. DIVISION OF CAREER TECHNCIAL EDUCATION
Subsection: D. Miscellaneous Grant Program Standards and Requirements
October 2024

1. Section 33-1629, Idaho Code, establishes the Idaho Agricultural Education Quality Program Standards Incentive Grants and Agricultural Education Program Start-Up Grants. These grants shall be administered based on the provisions of Section 33-1629, Idaho Code, and IDAPA 55.01.04.

   The Idaho Agricultural Education Quality Program Standards shall be used to evaluate the quality of Agricultural, Food and Natural Resource education programs. The Idaho Agricultural Education Quality Program Standards as approved October 17, 2024, are adopted and incorporated by reference into this policy. The standards may be found on the Division of Career Technical Education website at http://cte.idaho.gov.

2. Industry Partner Fund

   Section 33-2213, Idaho Code, establishes the Industry Partner Fund. In an effort to increase the capacity of each of Idaho's six public technical colleges to work with regional industry partners to provide a "rapid response to gaps in skills and abilities," Idaho has established the Industry Partner Fund. The purpose of the fund is to provide funds that give the technical colleges the flexibility to work with Idaho employers to provide "timely access to relevant college credit and non-credit training and support projects."

   a. Industry Partner Fund Definitions:

      i. Technical College Leadership Council (TCLC) means the career technical education deans of Idaho's six public technical colleges
      ii. Wage threshold means evidence that training will lead to jobs that provide living wages appropriate to the local labor market or local standard of living.
      iii. Regional means the six defined career technical service regions pursuant to Board Policy III.Z.
      iv. Support project means supplemental items, activities, or components that may enhance program outcomes (such as job analysis, placement services, data collection and follow up, workplace readiness skills training, etc.)
      v. Regional industry partners means employers that operate in Idaho and/or serve as a talent pipeline for Idaho students and employees.
      vi. Impact potential means the extent to which the training or project will increase regional capacity to meet talent pipeline needs. May include number of students or employees affected, associated wages, and long-term regional improvement or sustainability. May also include the timeframe for implementation.

vii. Demonstrated commitment means the promissory financial commitment made by the partner employer that includes cash or in-kind contribution to the project.

b. Roles and Responsibilities

The Administrator and TCLC are jointly responsible for reviewing and administering the application process for accessing Industry Partner Fund monies.

The TCLC, in accordance with the deadlines outlined in the following section, shall conduct the preliminary review of all proposals to ensure they meet the eligibility requirements and align with legislative intent. Each institution shall have one vote on the TCLC throughout the recommendation process. Deans shall not vote on proposals from their institution. The TCLC shall make recommendations to the division administrator to approve, deny, or modify submitted proposals.

The Administrator shall review all eligible proposals and make the final determination on the award of those proposals.

The Division shall be responsible for management and distribution of all moneys associated with the fund.

a. Submission and Review Process

Proposals will be accepted quarterly, on a schedule set by the Division. The TCLC shall provide the Administrator with recommendations on which proposals to award within 14 calendar days of the closing date of the application period. Pursuant to language outlined in Section 33-2213, Idaho Code, the TCLC and the Administrator will notify the technical college within 30 days of submission of their proposal as to whether their proposal was approved.

Submitted proposals must contain all required supporting documentation, as outlined by the Administrator, the TCLC, and as specified in the application.

Proposals must be signed by the College Dean, Financial Vice President/Chief Fiscal Officer, Provost/Vice President for Instruction, and institution President.

Proposals must outline how the institution and industry partner(s) are unable to meet industry need with existing resources.

d. Eligibility Criteria

Each proposal will be reviewed and evaluated according to the following criteria:

i. The extent to which the proposal meets regional demand
ii. Relevant labor market information, which must include, but is not limited to, Idaho Short Term Projections (Idaho Department of Labor)

iii. Wage thresholds – low wage program starts should be accompanied with appropriate justification including regional economic demand.
iv. Impact potential
v. Degree of employer commitment
vi. The extent to which the proposal aligns with and/or supports career technical education programs and relevant workforce training
vii. the anticipated administrative costs
viii. any special populations that may benefit from the proposed education or training
ix. sustainability of the program

Preference will be given to proposals that include:

i. Multiple employers
ii. Higher number of impacted workers
iii. Demonstrated commitment (highest consideration will be given to proposals with a matching component)

Each college may submit more than one proposal per quarter. In the event a qualified proposal isn't selected in the quarter in which it was submitted, the proposal may be resubmitted the following quarter. Resubmission of an eligible proposal is not a guarantee of future awards.

b. Distribution and Use of Funds

The Administrator, in awarding funds, shall ensure that funds are available each quarter. As such, the Administrator may adjust or reduce the award amount to an accepted proposal. These adjustments or reductions shall be made in consultation with the TCLC and the technical college impacted and will ensure the original intent of the proposal can still be met.

Funds will be distributed on a one-time basis; renewal proposals may be submitted, based on the nature of the project or training.

Industry Partner Fund moneys may be used for:

i. Facility improvement/expansion
ii. Facility leasing
iii. Curriculum development
iv. Salaries and benefits (if the training program needs are anticipated to go beyond the initial award, the college must provide additional details on long-term sustainability of the position filled through the fund)
v. Staff development
vi. Operating expenses
vii. Equipment and supplies
viii. Travel related to the project
ix. Approved administrative costs, as outlined in the application

Funds may not be used for:

i. Real property
ii. indirect costs
iii. the cost of transcribing credits
iv. tuition and fees
v. materials and equipment normally owned by a student or employee for use in the program or training

c. Performance Measures and Reporting Requirements

In accordance with the approved proposal, colleges shall provide a quarterly update and closeout report on elements such as:

i. Number of affected workers
ii. Number of enrolled or participating students
iii. Placement rate of training completers
iv. Average wages and any wage differential
v. Industry match
vi. If practicable, Idaho public college credits, certificates, certifications, qualifications or micro certifications of value toward postsecondary certificates or degrees.
vii. Funds obligated and expended. Any funds not obligated within 18 months of the initial award shall revert back to the fund.

IDAHO DIVISION OF CAREER TECHNICAL EDUCATION (DIVISION)

SUBJECT

Boise State University – Educator Preparation Program – Cybersecurity CTE

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section VII.C.
Section 33-2203, Idaho Code
Idaho Administrative Code, IDAPA 08.02.02.015 Idaho Educator Credential

BACKGROUND/DISCUSSION

Pursuant to Section 33-2203, Idaho Code, the State Board for Career Technical Education is responsible for providing "for the preparation of teachers. . ." of career technical subjects and to . . ."prescribe qualification for teachers, directors and supervisors for such subjects, and to have full authority to provide for the certification. . ." and ". . . to establish and determine by general rule the qualifications to be possessed by persons engaged in the training of career technical teachers". Currently, there are two approved degree-based career technical educator preparation programs provided through Idaho State University and the University of Idaho. Boise State University is requesting approval to extend their Board approved educator preparation program to career technical cybersecurity teachers for the purpose of Idaho instructional staff certification.

A CTE-focused team facilitated by the Division reviewed Boise State University's educator preparation program proposal. After review of all elements of the program submission, the Division is recommending approval of the Cybersecurity CTE educator preparation program at Boise State University.

IMPACT

Approval of this program will provide an additional option for educators who wish to go through a degree-based program for CTE teacher certification in cybersecurity. Approval of the CTE foundational coursework embedded in this educator preparation program request may lead to Boise State University seeking to offer additional CTE-focused educator preparation programs in the future.

ATTACHMENTS

Attachment 1 – Boise State University - CTE Educator Preparation Program Application
Attachment 2 – Boise State University – Evidence Items to Support Application – CTE Educator Preparation Program

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The PPGA Committee discussed the need for this endorsement program and the likelihood of future requests from BSU for CTE programs. The committee also discussed the current approval process for educator preparation programs.

Board staff recommends approval of the request as presented.

BOARD ACTION

I move to adopt the recommendation by the Division of Career Technical Education to approve Boise State University's proposed Cybersecurity CTE educator preparation program for the purpose of career technical instructional staff certification as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

ATTACHMENT 1

NEW CAREER TECHNICAL EDUCATION EDUCATOR PREPARATION PROGRAM
PROGRAM GUIDE and APPLICATION

INTRODUCTION

This document describes the process by which Idaho State Board for Career Technical Education Approved Career Technical Education (CTE) Educator Preparation Programs (CTE EPP) seek approval for a new endorsement program leading to certification. The Idaho Division of Career Technical Education (IDCTE) facilitates the approval process.

Public universities and colleges seeking a new degree or certificate program will also follow their institutional policies and procedures and the process identified in State Board Policy III.G – Postsecondary Program Review and Approval. Additional information may be found on the Idaho State Board of Education's website at Postsecondary Program Approval | Idaho State Board of Education. Educator Preparation Programs seeking a new degree or certificate program will complete the Postsecondary Program approval process in addition to the new program approval process for programs leading to educator certification.

STATUTORY AUTHORITY AND REFERENCES

Idaho Code 33-114: Supervision and control of the certification of professional education personnel is vested in the State Board. The Board shall approve the program of education of such personnel in all higher institutions in the state, both public and private, and shall accredit as teacher training institutions those in which such programs have been approved.

Idaho Code 33-2203: The board shall have full power to formulate plans for the promotion of career technical education in such subjects as are an essential and integral part of the public school system of the state of Idaho, and to provide for the preparation of teachers of such subjects…to prescribe qualifications for teachers, directors and supervisors for such subjects, and to have full authority to provide for the certification of such teachers, directors and supervisors, subject to the laws and rules governing the state board of education; to cooperate in the maintenance of classes supported and controlled by the public for the preparation of teachers, directors and supervisors of such subjects, or to maintain such classes under its own direction and control; and to establish and determine by general rule the qualifications to be possessed by persons engaged in the training of career technical teachers.

IDAPA 08.02.02.021: Idaho Educator Preparation Programs shall prepare candidates to teach in area(s) of endorsements in accordance with the Idaho Standards for Initial Certification of Professional School Personnel.

IDAPA 08.02.02.015.04: Approved Educator Preparation Programs shall prepare career technical education candidates for Degree Based Career Technical Certificate requirements.

ATTACHMENT 1

State Board Policy VII.C: Identifies the endorsement and endorsement requirements that attach to Degree Based Career Technical Certificates.

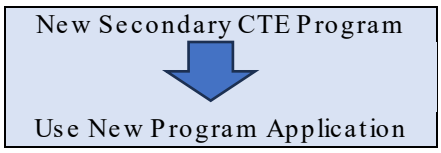
NEW PROGRAM APPROVAL PROCESS STEPS

The new program approval process has a total of three steps as follows:

1. Preparation and Submission of the New Program Application
2. Review and Feedback
3. Determination of Approval Status

Step 1: Preparation and Submission of the New Program Application

The CTE Educator Preparation Provider will use the New CTE Program Application to request approval of the new program.



The new program application includes the following:

- New Program Design
- Explanation how the New Program will meet the provider standards and components
- Clinical Experience Design

Upon completion, the new program application and all applicable supporting documentation is submitted to IDCTE – Educator Certification Director, 650 W State St Ste 324, Boise, Idaho 83702 | certification@cte.idaho.gov.

Step 2: Review and Feedback

After receiving a completed new program application, IDCTE will assemble and facilitate a team to include one member of the Professional Standards Commission and members from at least two of the following groups:

- Approved Idaho Educator Preparation Program staff
- Idaho Department of Education certification staff
- Idaho Division of Career Technical Education staff
- Idaho experts from the field who have experience with Educator Preparation Program reviews
- Idaho local practicing K-12 educators
- Idaho local practicing K-12 administrators

The review team will assess whether the new program as proposed meets the criteria listed in the new program application. A new program application that meets the criteria listed in the new program application and shows alignment to the Idaho Standards for Educator Preparation Providers (Provider Standards) will move to Step 3. The review team will use the review rubrics to guide input and make the determination if the program application meets the criteria listed in the new program application and shows alignment to the Provider Standards.

A new program application that does not meet the criteria listed in the new program application will be returned to the Educator Preparation Provider by electronic mail and accompanied by review team feedback. The Educator Preparation Provider may address the feedback and resubmit a new program application to IDCTE for review as described in Step 1.

Incomplete new program applications received by IDCTE will be returned to the Educator Preparation Program Provider for completion.

Step 3: Determination of Approval Status

The review team will provide a program recommendation to the Board Office, for consideration by the State Board for Career Technical Education (State Board) at their next regularly scheduled meeting. The State Board will either recommend the new program application to be approved or not approved. Upon State Board approval or non-approval of the new program application, IDCTE will notify the Educator Preparation Provider of the new program approval status by electronic mail. If the New Program Application is approved by the State Board, the Educator Preparation Program Provider may advertise the program and recruit candidates to the program. If the program application is not approved by the State Board, the application may be revised and resubmitted. Approved new programs will be reviewed at the same time as the Educator Preparation Programs state review that typically occurs on a seven-year cycle.

ATTACHMENT 1

New Program Application – Secondary CTE Program

New Program Application for Idaho State Board-Approved Educator Preparation Programs			
Name of Educator Preparation Provider	**Boise State University**	**Date of Submission**	April 15, 2024
New Program Name (as applicable)	**Cybersecurity CTE**	**Certification/Endorsement**	Degree-based certification

STANDARD ONE: PROFESSIONAL, CONTENT, AND PEDAGOGICAL KNOWLEDGE
Educator Preparation Programs ensure candidates develop an understanding of the critical concepts, principles, and practices of their discipline, and are able to use practices flexibly to advance the learning of all students.

1.1 CONTENT KNOWLEDGE AND PEDAGOGY
Educator Preparation Programs ensure candidates are able to apply their knowledge in critical concepts, principles, and practices as identified in the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and State Board approved Idaho Student Content Standards.

Component	How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (i.e. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)	
	Evidence Item (Only link to PDFs)	**Narrative/Rationale for Meeting Standard**
Idaho Teaching Standards The Learner and Learning ● Standard 1: Learner Development	For all standards and evidence items, see: Cybersecurity CTE, evidence items for IDCTE new teacher prep program approval	
Idaho Teaching Standards The Learner and Learning ● Standard 2: Learning Differences		
Idaho Teaching Standards The Learner and Learning ● Standard 3: Learning Environment		
Idaho Teaching Standards Content ● Standard 4: Content Knowledge		
Idaho Teaching Standards Content ● Standard 5: Application of Content		
Idaho Teaching Standards Instructional Practice ● Standard 6: Assessment		
Idaho Teaching Standards Instructional Practice		

• Standard 7: Planning for Instruction		
Idaho Teaching Standards Instructional Practice • Standard 8: Instructional Strategies		
1.2 PROFESSIONAL KNOWLEDGE Educator Preparation Programs ensure candidates are able to apply their knowledge of the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and the State Board approved Idaho Student Content Standards.		
Component	**How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (i.e. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)**	
	Evidence Item (Link Syllabus only as a PDF)	**Narrative/Rationale for Meeting Standard**
Idaho Teaching Standards Professional Responsibility: • Standard 9: Professional Learning and Ethical Practice		
Idaho Teaching Standards **Professional Responsibility** • Standard 10: Leadership and Collaboration		
1.3 IDAHO EDUCATIONAL EXPECTATIONS Educator Preparation Programs integrate State Board of Education policies and procedures and Idaho Rules Governing Uniformity into the preparation of candidates.		
Component	**How is each standard met? What is the plan to meet the standard? Please share your program design, policy, narrative, and evidence. (i.e. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)**	
	Evidence Item (Only link to PDFs)	**Narrative/Rationale for Meeting Standard**
Idaho Teaching Standards State Specific Standards: • Standard 11: American Indian Tribes in Idaho		
Idaho Teaching Standards State Specific Standards: • Standard 12: Code of Ethics for Idaho Professional Educators		
Idaho Teaching Standards State Specific Standards: • Standard 13: Digital Technology and Online Learning		
Idaho Comprehensive Literacy Standards • Standard 1: Foundational Literacy Concepts • Standard 1: Fluency, Vocabulary Development, and Comprehension		

• Standard 3: Literacy Assessment Concepts • Standard 4: Writing Process • Standard 5: Diverse Reading and Writing Profiles – Reading and Writing Difficulties		
Certificate and Endorsement Requirements* (IDAPA 08.02.02 & State Board Policy VII.C *Show how your sequence of courses/modules/evidence of student learning meet the requirements in policy and rule.		

STANDARD TWO: CLINICAL EXPERIENCE
Educator Preparation Programs ensure diverse high-quality clinical experiences to develop knowledge, skills, and professional dispositions in candidates and educators.

ATTACHMENT 1

2.1 CLINICAL PRACTICE Educator Preparation Programs include clinical practice of depth, breadth, coherence, and duration to enable candidates or educators to demonstrate proficiency in their area of endorsement.		
Component	**How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (i.e. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)**	
	Evidence Item (Only link to PDFs)	**Narrative/Rationale for Meeting Standard**
Clinical preparation depth, breadth, coherence, and duration		
Comprehensive clinical experience		

Signatures			
Signature of the Program/College Chair, Director, or Other Designee	Sherry Dism **Dr. Sherry Dismuke** **Assistant Dean for Teacher Education**	**Date** 5/7/2024	
Signature of the College of Education Dean or Educator Preparation Provider Head Official	James W Satterfield, Jr **Dr. James Satterfield, Jr.** **College of Education Dean**	**Date** 5/7/2024	

**Applications without appropriate dated signatures will not be considered.*

**Public universities and colleges seeking a new degree or certificate program will also follow the process identified in State Board Policy III.G – Postsecondary Program Review and Approval.*

**The signatures serve as an attestation that the Educator Preparation Provider understands the requirements and has met all policies, rules, and statutes, and institutional procedures.*

Upon completion, the new program application and all applicable supporting documentation is submitted to IDCTE – Educator Certification Director, 650 W State St Ste 324, Boise, Idaho 83702 | certification@cte.idaho.gov.

ATTACHMENT 2

BOISE STATE UNIVERSITY

Important note about course prefixes and course assignments (April 2024):

During the 2023-2024 academic year, the College of Education completed the final year of restructuring planning. The College restructured from five departments to two. This planned restructuring will affect all course prefixes as the departments they are currently connected to will no longer exist. For example, "ED-LLC" and "ED-ESP" courses will eventually reflect the new department and program areas they are housed in (which are still being finalized).

Note about evidence items: This is a brand new program. All courses and assignments are in development. **The CTE courses listed in this document will be developed from Summer 2024-Spring 2025**. CTE syllabi and specific assignments will eventually be linked as evidence items during future state accreditation reviews.
The Cybersecurity courses and evidence items linked in content Standards 4 and 5 have already been developed as part of the existing Cyberoperations BA and BAS programs.

Idaho Core Teaching Standards	**Evidence Item** **Cybersecurity CTE teacher preparation program courses**	**Narrative/Rationale for Meeting Standard**
Standard 1: Learner Development. The teacher candidate understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.	EDU 301/501 Foundations of CTE This course familiarizes the student with various aspects of career and technical education (CTE): history, legislation, state & federal funding, philosophy, and organization of career and technical education. It examines career guidance concepts, job-seeking skills, and information sources, and develops strategies to implement individual student planning, goal-setting, decision-making, social skills, and transition to career or post-secondary planning in CTE. EDU 401/511 Career and Technical Student Organizations Leadership and Advising This course emphasizes the development, operation, and evaluation of Career and Technical	EDU 301/501 course content includes emphases on the individual student and planning for those student's specific career and post-secondary planning goals. EDU 401/511 emphasis on CTSO operations and supervision feature learner development across programs, chapters, conferences, etc. ED-LLC 442, ED-LLC 544 and ED-ESP 550 prepare teacher candidates to work with individual students learning differences especially in the areas of dyslexia and exceptionalities.

ATTACHMENT 2

Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
	Student Organizations (CTSO). Students participate in post-secondary CTSO competitive events programs, supervision of a secondary regional chapter and/or a state secondary CTSO conference. Focus on CTSO recruitment and retention, management practices for Supervised Occupational Experiences including record keeping and student reports, presentation skills, content specific technical skills, key programming issues, and implications of state and federal CTSO standards. ED-LLC 442 Integrated Disciplinary Literacy in the Social Sciences (undergraduate) Knowledge, strategies, and tools for integrating comprehension, vocabulary and written text through elementary social studies curricula, philosophies, and methodologies. Prepares pre-service teachers for Standard 2 of the Idaho Comprehensive Literacy Assessment. Focus is on cross disciplinary literacy skills within the ten strands of social studies to develop an integrated unit emphasizing critical thinking, values in a democratic and pluralistic society, and global issues. ED-LLC 544 Content and Literacy for Secondary Students (graduate) Emphasis on using instructional materials in the various content subjects and developing instructional skills to meet the reading, writing, and studying needs of all learners in today's diverse society. Students will examine professional literature on best teaching practices.	

ATTACHMENT 2

Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
	ED-ESP 550 Teaching Students with Exceptional Needs at the Secondary Level Education of students with exceptional needs at the secondary level. Characteristics of students with disabilities, relevant legislation, assessment techniques, curricular adaptations and accommodations, and collaboration.	
Standard 2: Learning Differences. The teacher candidate uses understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments that enable each learner to meet high standards.	ED-LLC 442 Integrated Disciplinary Literacy in the Social Sciences (undergraduate) Knowledge, strategies, and tools for integrating comprehension, vocabulary and written text through elementary social studies curricula, philosophies, and methodologies. Prepares pre-service teachers for Standard 2 of the Idaho Comprehensive Literacy Assessment. Focus is on cross disciplinary literacy skills within the ten strands of social studies to develop an integrated unit emphasizing critical thinking, values in a democratic and pluralistic society, and global issues. ED-LLC 544 Content and Literacy for Secondary Students (graduate) Emphasis on using instructional materials in the various content subjects and developing instructional skills to meet the reading, writing, and studying needs of all learners in today's diverse society. Students will examine professional literature on best teaching practices. ED-ESP 550 Teaching Students with Exceptional Needs at the Secondary Level	ED-LLC 442, ED-LLC 544 and ED-ESP 550 prepare teacher candidates to work across individual student learning to ensure inclusive learning environments. EDU 404/514 provides integrated coverage of differentiated instruction to reach all students including diverse learners (like English learners, gifted and talented, and students in special education). EDU 460/560 and EDU 461/561 provides teacher candidates with opportunities to prepare and deliver instruction for all students which requires an understanding of individual differences and diverse cultures and communities to ensure inclusive learning environments (FFT domains 1 and 3).

Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
	Education of students with exceptional needs at the secondary level. Characteristics of students with disabilities, relevant legislation, assessment techniques, curricular adaptations and accommodations, and collaboration. EDU 404/514 Career Technical Education Course Construction and Analysis This course includes development of CTE instructional materials based on state standards and performance objectives, and the design and use of formative and summative assessments. The course will provide integrated coverage of differentiated instruction to reach all students including diverse learners (like English learners, gifted and talented, and students in special education) along with classroom management. State and national CTE learning standards will be used for lesson design and assessment. EDU 460/560 CTE Professional Year I Classroom placement focusing on activities related to planning and preparation of curriculum and instruction, and professional responsibilities. Students complete a minimum of 250 hours in the CTE classroom, lab, work/career experience, CTSO, and apply knowledge and skills from all professional education coursework. EDU 461/561 CTE Professional Year II Supervised teaching experience in a partnership school, including activities related to planning and preparation, classroom environments, curriculum	

Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
	and instruction, and professional responsibilities. Students will complete a full-time CTE teaching experience consistent with the calendar of the assigned partnership school and including specific experiences in their middle level endorsement area under the supervision of university faculty.	
Standard 3: Learning Environments. The teacher candidate works with others to create environments that support individual and collaborative learning, and that encourage positive social interaction, active engagement in learning, and self-motivation.	EDU 302/502 Career Technical Education Facility and Resource Management This course emphasizes organization, safety, and management of career and technical education teaching facilities. An in-depth study of laboratory requirements and total facility planning along with state reporting, financial management and budgets to equip facilities. EDU 512 Policies and Procedures for the CTE classroom This course emphasizes the diverse aspects of CTE, and policies and procedures associated with CTE classroom administration. Topics include CTE ethics, licensing of projects developed and created in the CTE classroom, how to manage a 501C3, how to plan travel with CTSOs, grant writing, and other unique policies affecting CTE educators. EDU 404/514 Career Technical Education Course Construction and Analysis This course includes development of CTE instructional materials based on state standards and performance objectives, and the design and use of formative and summative assessments. The course will provide integrated coverage of differentiated	EDU 302/502 is specifically focused on the organization, safety, and management of career and technical education teaching facilities which will support individual and collaborative learning, encourage positive social interaction, and active engagement in learning. EDU 512 establishes policies and procedures associated with CTE classroom administration that will support learning environments. EDU 404/514 provides teacher candidates with integrated coverage of differentiated instruction to reach all students including diverse learners (like English learners, gifted and talented, and students in special education) along with classroom management. EDU 460/560 and EDU 461/561 provides teacher candidates with opportunities to create learning environments for all types of

Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
	instruction to reach all students including diverse learners (like English learners, gifted and talented, and students in special education) along with classroom management. State and national CTE learning standards will be used for lesson design and assessment. EDU 460/560 CTE Professional Year I Classroom placement focusing on activities related to planning and preparation of curriculum and instruction, and professional responsibilities. Students complete a minimum of 250 hours in the CTE classroom, lab, work/career experience, CTSO, and apply knowledge and skills from all professional education coursework. EDU 461/561 CTE Professional Year II Supervised teaching experience in a partnership school, including activities related to planning and preparation, classroom environments, curriculum and instruction, and professional responsibilities. Students will complete a full-time CTE teaching experience consistent with the calendar of the assigned partnership school and including specific experiences in their middle level endorsement area under the supervision of university faculty.	students (FFT domains 1 and 2).
Standard 4: Content Knowledge. The teacher candidate understands the central concepts, tools of inquiry, and structures of the discipline(s) he or she teaches and	20 credits brought in from the content specific bachelor's degree (examples in the next column like CPS 301, 411 and 412) per the degree-based endorsement language AND	Selected example courses from the content specific bachelor's degree are listed below as evidence, and the overall curriculum emphasizes the content knowledge in various courses. More information about course content and

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Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
creates learning experiences that make the discipline accessible and meaningful for learners to assure mastery of the content.	EDU 401/511 Career and Technical Student Organizations Leadership and Advising This course emphasizes the development, operation, and evaluation of Career and Technical Student Organizations (CTSO). Students participate in post-secondary CTSO competitive events programs, supervision of a secondary regional chapter and/or a state secondary CTSO conference. Focus on CTSO recruitment and retention, management practices for Supervised Occupational Experiences including record keeping and student reports, presentation skills, content specific technical skills, key programming issues, and implications of state and federal CTSO standards.	assignments can be found here. -CPS 301 Info Assurance & Critical Thinking introduces the area of study and -CPS 411 Essentials IT Network Practit and CPS 412 Essentials for IT Cybersecurity are learning content with labs that can lead to industry certifications. EDU 401/511 emphasizes the development, operation, and evaluation of CTSOs which provides students with opportunities to practically apply content knowledge.
Standard 5: Application of Content. The teacher candidate understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to authentic local and global issues.	20 credits brought in from the content specific bachelor's degree (examples in the next column like CPS 301, 411 and 412) per the degree-based endorsement language AND EDU 401/511 Career and Technical Student Organizations Leadership and Advising This course emphasizes the development, operation, and evaluation of Career and Technical Student Organizations (CTSO). Students participate in post-secondary CTSO competitive events programs, supervision of a secondary regional chapter and/or a state secondary CTSO conference. Focus on CTSO recruitment and retention, management practices for Supervised Occupational Experiences including	Selected example courses from the content specific bachelor's degree are listed below as evidence, and the overall curriculum emphasizes the content knowledge in various courses. More information about course content and assignments can be found here. -CPS 301 Info Assurance & Critical Thinking introduces the area of study and -CPS 411 Essentials IT Network Practit and CPS 412 Essentials for IT Cybersecurity are learning content with labs that can lead to industry certifications.

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Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
	record keeping and student reports, presentation skills, content specific technical skills, key programming issues, and implications of state and federal CTSO standards. EDU 403/513 Career Technical Education Methods of Instruction This course develops instructional skills relevant to CTE classrooms and laboratory management; understanding and application of learning theories, classroom instruction, engaging laboratory activities, human relations, classroom management, program building, student recruitment and retention, and leadership skills.	EDU 403/513 emphasizes the development, operation, and evaluation of CTSOs which provides students with opportunities to practically apply content knowledge for authentic and real world settings.
Standard 6: Assessment. The teacher candidate understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide the teacher's and learner's decision making.	EDU 403/513 Career Technical Education Methods of Instruction This course develops instructional skills relevant to CTE classrooms and laboratory management; understanding and application of learning theories, classroom instruction, engaging laboratory activities, human relations, classroom management, program building, student recruitment and retention, and leadership skills. EDU 404/514 Career Technical Education Course Construction and Analysis This course includes development of CTE instructional materials based on state standards and performance objectives, and the design and use of formative and summative assessments. The course will provide integrated coverage of differentiated instruction to reach all students including diverse learners (like English	EDU 403/513 provides teacher candidates with CTE specific methods of instruction to engage learners. EDU 404/514 provides teacher candidates with opportunities to design and use formative and summative assessments specific to their CTE content areas and classrooms. ED-ESP 550 provides teacher candidates with assessment techniques for students with exceptionalities.

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Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
	learners, gifted and talented, and students in special education) along with classroom management. State and national CTE learning standards will be used for lesson design and assessment. ED-ESP 550 - Teaching Students with Exceptional Needs at the Secondary Level Education of students with exceptional needs at the secondary level. Characteristics of students with disabilities, relevant legislation, assessment techniques, curricular adaptations and accommodations, and collaboration.	
Standard 7: Planning for Instruction. The teacher candidate plans instruction that supports every student in meeting rigorous learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, and pedagogy, as well as knowledge of learners and the community context.	EDU 403/513 Career Technical Education Methods of Instruction This course develops instructional skills relevant to CTE classrooms and laboratory management; understanding and application of learning theories, classroom instruction, engaging laboratory activities, human relations, classroom management, program building, student recruitment and retention, and leadership skills. EDU 512 Policies and Procedures for the CTE classroom This course emphasizes the diverse aspects of CTE, and policies and procedures associated with CTE classroom administration. Topics include CTE ethics, licensing of projects developed and created in the CTE classroom, how to manage a 501C3, how to plan travel with CTSOs, grant writing, and other unique policies affecting CTE educators.	EDU 403/513 prepares teacher candidates with specific instructional methods for CTE classrooms. EDU 512 provides teacher candidates with policies and procedures associated with CTE classroom administration.

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Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
Standard 8: Instructional Strategies. The teacher candidate understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.	EDU 403/513 Career Technical Education Methods of Instruction This course develops instructional skills relevant to CTE classrooms and laboratory management; understanding and application of learning theories, classroom instruction, engaging laboratory activities, human relations, classroom management, program building, student recruitment and retention, and leadership skills. EDU 404/514 Career Technical Education Course Construction and Analysis This course includes development of CTE instructional materials based on state standards and performance objectives, and the design and use of formative and summative assessments. The course will provide integrated coverage of differentiated instruction to reach all students including diverse learners (like English learners, gifted and talented, and students in special education) along with classroom management. State and national CTE learning standards will be used for lesson design and assessment.	EDU 403/513 develops instructional skills relevant to CTE classrooms and laboratory management to help students develop deep understanding of content areas and their connections. EDU 404/514 prepares teacher candidates with integrated coverage of differentiated instruction to support all learners.
Standard 9: Professional Learning and Ethical Practice. The teacher candidate engages in ongoing professional learning and uses evidence to continually evaluate	EDU 401/511 Career and Technical Student Organizations Leadership and Advising This course emphasizes the development, operation, and evaluation of Career and Technical Student Organizations (CTSO). Students participate in post-secondary CTSO competitive events programs, supervision of a secondary regional	EDU 401/511 provides teacher candidates with the training and support needed to engage in ongoing professional learning outside of the classroom, especially in the activities related to CTSO and content specific activities.

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Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.	chapter and/or a state secondary CTSO conference. Focus on CTSO recruitment and retention, management practices for Supervised Occupational Experiences including record keeping and student reports, presentation skills, content specific technical skills, key programming issues, and implications of state and federal CTSO standards. EDU 460/560 CTE Professional Year I Classroom placement focusing on activities related to planning and preparation of curriculum and instruction, and professional responsibilities. Students complete a minimum of 250 hours in the CTE classroom, lab, work/career experience, CTSO, and apply knowledge and skills from all professional education coursework. EDU 461/561 CTE Professional Year II Supervised teaching experience in a partnership school, including activities related to planning and preparation, classroom environments, curriculum and instruction, and professional responsibilities. Students will complete a full-time CTE teaching experience consistent with the calendar of the assigned partnership school and including specific experiences in their middle level endorsement area under the supervision of university faculty.	EDU 460/560 and EDU 461/561 provides teacher candidates with clinical field experience in the CTE classroom while being supported with Danielson-trained and certified faculty (university "liaisons") and a K-12 mentor teacher. These supported clinical experiences allow candidates to have ongoing professional learning and to continually evaluate their practice, particularly the effects of their choices and actions on others (Danielson Framework for Teaching, domains 1 and 4).
Standard 10: Leadership and Collaboration. The teacher candidate seeks appropriate leadership roles and opportunities to take	EDU 401/511 Career and Technical Student Organizations Leadership and Advising This course emphasizes the development, operation, and evaluation of Career and Technical Student Organizations (CTSO).	EDU 401/511 focuses on management practices for CTSOs and Supervised Occupational Experiences including record keeping and student reports, presentation skills, content specific

Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession.	Students participate in post-secondary CTSO competitive events programs, supervision of a secondary regional chapter and/or a state secondary CTSO conference. Focus on CTSO recruitment and retention, management practices for Supervised Occupational Experiences including record keeping and student reports, presentation skills, content specific technical skills, key programming issues, and implications of state and federal CTSO standards. EDU 460/560 CTE Professional Year I Classroom placement focusing on activities related to planning and preparation of curriculum and instruction, and professional responsibilities. Students complete a minimum of 250 hours in the CTE classroom, lab, work/career experience, CTSO, and apply knowledge and skills from all professional education coursework. EDU 461/561 CTE Professional Year II Supervised teaching experience in a partnership school, including activities related to planning and preparation, classroom environments, curriculum and instruction, and professional responsibilities. Students will complete a full-time CTE teaching experience consistent with the calendar of the assigned partnership school and including specific experiences in their middle level endorsement area under the supervision of university faculty.	technical skills, key programming issues, and implications of state and federal CTSO standards.This focus provides teachers candidates to take responsibility for student learning, to collaborate with learners, families, colleagues, other school professionals, and community members to ensure learner growth, and to advance the profession. EDU 460/560 and EDU 461/561 provides teacher candidates with clinical field experience in the CTE classroom while being supported with Danielson-trained and certified faculty (university "liaisons") and a K-12 mentor teacher. These supported clinical experiences allow candidates to have ongoing professional learning and to continually evaluate their practice, particularly the effects of their choices and actions on others (Danielson Framework for Teaching, domains 1 and 4).
Standard 11: American Indian Tribes in Idaho*. The teacher	EDU 403/513 Career Technical Education Methods of Instruction This course develops instructional skills relevant to CTE classrooms and	In alignment with the other educator preparation programs in the college, the instructional methods courses

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Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
candidate should be able to distinguish between each of the federally recognized tribes with respect to the retention of their ancestral lands in Idaho: Coeur d'Alene Tribe, Kootenai Tribe of Idaho, Nez Perce Tribe, Shoshone-Bannock Tribes, and the Shoshone-Paiute Tribes. Teacher candidates build capacity in learners to utilize the assets that each learner brings to the learning community based on their backgrounds and experiences. *The federal, state, local, and tribal governments of Idaho recognize the unique inherent self-determination of each tribe. The self-determination of each tribe recognizes Indigenous peoples as peoples, rather than populations or national minorities. The tribes are separate and distinct from each other.	laboratory management; understanding and application of learning theories, classroom instruction, engaging laboratory activities, human relations, classroom management, program building, student recruitment and retention, and leadership skills. EDU 460/560 CTE Professional Year I Classroom placement focusing on activities related to planning and preparation of curriculum and instruction, and professional responsibilities. Students complete a minimum of 250 hours in the CTE classroom, lab, work/career experience, CTSO, and apply knowledge and skills from all professional education coursework. EDU 461/561 CTE Professional Year II Supervised teaching experience in a partnership school, including activities related to planning and preparation, classroom environments, curriculum and instruction, and professional responsibilities. Students will complete a full-time CTE teaching experience consistent with the calendar of the assigned partnership school and including specific experiences in their middle level endorsement area under the supervision of university faculty.	is one of the areas candidates receive information about Idaho's tribes. EDU 403/513 will include information about Idaho's tribes as part of the instructional methods curriculum. Additionally, during the professional year (intern and student teaching semesters), teacher candidates are required to attend a series of full-day, monthly seminars. Standard 11 is covered as part of the seminar curriculum, and specifically addresses Idaho's tribal designations. EDU 460/560 and EDU 461/561 will support this learning during the teacher candidate's clinical experience.

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Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
Standard 12: Code of Ethics for Idaho Professional Educators. The teacher candidate understands the Code of Ethics for Idaho Professional Educators and its place in supporting the integrity of the profession.	EDU 302/502 Career Technical Education Facility and Resource Management This course emphasizes organization, safety, and management of career and technical education teaching facilities. An in-depth study of laboratory requirements and total facility planning along with state reporting, financial management and budgets to equip facilities.	EDU 302/502 includes the Code of Ethics for Idaho Professional Educators as part of the in-depth study of requirements and planning for CTE classrooms. Additionally, the Idaho Department of Education is developing a module on ethics that will also be included in the course.
Standard 13: Digital Technology and Online Learning. The teacher candidate knows how to use digital technology to create lessons and facilitate instruction and assessment in face-to-face, blended, and online learning environments to engage students and enhance learning.	EDU 403/513 Career Technical Education Methods of Instruction This course develops instructional skills relevant to CTE classrooms and laboratory management; understanding and application of learning theories, classroom instruction, engaging laboratory activities, human relations, classroom management, program building, student recruitment and retention, and leadership skills. EDU 404/514 Career Technical Education Course Construction and Analysis This course includes development of CTE instructional materials based on state standards and performance objectives, and the design and use of formative and summative assessments. The course will provide integrated coverage of differentiated instruction to reach all students including diverse learners (like English learners, gifted and talented, and students in special education) along with classroom management. State and national CTE learning standards will be used for lesson design and assessment.	As part of its curriculum on instructional methods, EDU 403/513 will also include information on how to use digital technology to create lessons and facilitate instruction and assessment in face-to-face, blended, and online learning environments to engage students and enhance learning. EDU 404/514 provides teacher candidates with integrated coverage of differentiated instruction to reach all students including diverse learners.

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Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
Idaho Comprehensive Literacy Standards Standard 1: Foundational Literacy Concepts Standard 1: Fluency, Vocabulary Development, and Comprehension Standard 3: Literacy Assessment Concepts Standard 4: Writing Process Standard 5: Diverse Reading and Writing Profiles – Reading and Writing Difficulties	ED-LLC 442 Integrated Disciplinary Literacy in the Social Sciences (undergraduate) Knowledge, strategies, and tools for integrating comprehension, vocabulary and written text through elementary social studies curricula, philosophies, and methodologies. Prepares pre-service teachers for Standard 2 of the Idaho Comprehensive Literacy Assessment. Focus is on cross disciplinary literacy skills within the ten strands of social studies to develop an integrated unit emphasizing critical thinking, values in a democratic and pluralistic society, and global issues. ED-LLC 544 Content and Literacy for Secondary Students (graduate) Emphasis on using instructional materials in the various content subjects and developing instructional skills to meet the reading, writing, and studying needs of all learners in today's diverse society. Students will examine professional literature on best teaching practices.	ED-LLC 442 and ED-LLC 544 are the undergraduate and graduate versions of the secondary content literacy course. This curriculum prepares pre-service teachers for Standard 2 of the Idaho Comprehensive Literacy Assessment.
Certificate and Endorsement Requirements* (IDAPA 08.02.02 & State Board Policy VII.C *Show how your sequence of courses/modules/evidence of student learning meet the requirements in policy and rule.	See: Evidence provided for standards 1 - 13, Idaho Comprehensive Literacy Standards and clinical experience.	

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Idaho Core Teaching Standards	Evidence Item Cybersecurity CTE teacher preparation program courses	Narrative/Rationale for Meeting Standard
Clinical preparation depth, breadth, coherence, and duration Comprehensive clinical experience	EDU 460/560 CTE Professional Year I Classroom placement focusing on activities related to planning and preparation of curriculum and instruction, and professional responsibilities. Students complete a minimum of 250 hours in the CTE classroom, lab, work/career experience, CTSO, and apply knowledge and skills from all professional education coursework. EDU 461/561 CTE Professional Year II Supervised teaching experience in a partnership school, including activities related to planning and preparation, classroom environments, curriculum and instruction, and professional responsibilities. Students will complete a full-time CTE teaching experience consistent with the calendar of the assigned partnership school and including specific experiences in their middle level endorsement area under the supervision of university faculty.	Both EDU 460/560 and EDU 461/561 provide teacher candidates with clinical experience supported by a university liaison and mentor teacher.

IDAHO STEM ACTION CENTER

SUBJECT

Request for Approval of Application Requirements for STEM School Designation

REFERENCE

April 2018	Board approved an initial set of 11 STEM School Designation standards
December 2018	Board received an update from the STEM Action Center on the process for identifying schools for STEM School Designation and a general update on the activities of the STEM Action Center.
January 2019	Board designated the first four Idaho STEM Schools: Barbara Morgan STEM Academy, Galileo STEM Academy, Temple View Elementary, and Bingham Academy.
February 2020	Board approved North Idaho STEM Charter Academy and Southside Elementary as Designated STEM Schools.
August 2020	Board approved updated list of 16 STEM School Designation standards.
February 2022	Board approved Basin Elementary as a Designated STEM School
February 2023	Board approved 5 additional Designated STEM Schools: Project Impact STEM Academy, Columbia HS, Ernest Hemmingway STEAM School, JR Simplot Elementary, and Fernan STEM Academy
December 2023	Board approves a revised, Idaho-developed set of Idaho Standards for STEM School Designation.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-4701, Idaho Code

BACKGROUND/DISCUSSION

Section 33-4701, Idaho Code, was enacted by the Legislature in 2017, establishing a STEM school designation that may be earned by schools and programs that meet specific standards approved by the State Board of Education (Board).

Pursuant to Section 33-4701, Idaho Code, the Board is charged with awarding STEM school and STEM program designations annually to those public schools and public school programs that meet the standards established by the Board in collaboration with the STEM Action Center (STEM AC).

At the December 2023 Regular Board meeting, the Board approved a revised set of 9 Idaho Standards for STEM School Designation which had been developed in cooperation with a STEM AC working group comprised of Idaho STEM School

administrators and select STEM education experts. These Idaho-centric standards ensure for greater alignment with the expectations called out in statute than had existed under prior frameworks.

Since the passage of those revised standards, STEM AC staff have continued to collaborate with the working group and various stakeholders to develop an aligned, Idaho-specific application and review process. An overview of the associated application requirements and the required membership for the designation review team—which includes appropriate personnel from the Idaho Department of Education and the Idaho Division of Career Technical Education—can be found in Attachment 1.

Pursuant to Section 33-4701, Idaho Code, it is not only the standards for STEM School Designation which must be approved by the Board, but also the application requirements themselves. Prior to this request, no specific application requirements for this process had been approved by the Board. Thus, the STEM AC requests that the Board approve the proposed application requirements so that it may resume carrying out its statutory obligation to review Idaho schools for STEM designation.

IMPACT

If the Board approves the Application Requirements for STEM School Designation, the STEM Action Center will begin implementing a new review process that aligns with those requirements and includes the appropriate membership from agencies under Board governance.

If the Board does not approve the proposed application requirements, there will be no Board approved process by which Idaho schools may seek STEM designation under the recently approved standards.

ATTACHMENTS

Attachment 1 - Proposed Application Requirements

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The STEM Action Center's advisory board approved the application requirements as presented in Attachment 1 on 9/24/2025. As the PPGA Committee met on 9/25, there was not sufficient time for the committee to thoroughly review the materials before its committee meeting. However, the committee did discuss the statutory requirement for a Board approved application process, and the generally anticipated contents of the proposed application process.

Board staff has reviewed the application requirements and finds them non-controversial; therefore, Board staff recommends approval as presented in Attachment 1.

BOARD ACTION

I move to approve the application requirements for Idaho STEM School Designation as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

Idaho STEM School Designation

Application Requirements

This document outlines the high-level application requirements for an eligible public school or public school program (STEM program) seeking to be awarded an Idaho STEM School Designation by the Idaho State Board of Education pursuant to Section 33-4701, Idaho Code. In compliance with this framework, Idaho STEM Action Center will develop internal policies, procedures, and processes for reviewing such applications and recommending STEM programs annually to the Idaho State Board of Education for formal designation.

I. Annual Application Cycle

1. **INTENT NOTIFICATION**

   Deadline: On or Before May 31st of School Year PRIOR to the Review School Year

   - STEM programs hoping to become designated or renew their designation will notify Idaho STEM Action Center by May 31 of the school/fiscal year prior to the year they hope to be reviewed/approved in (their review school year).

2. **PORTFOLIO BUILDING & STEM PROGRAM SELF-ASSESSMENT**

   Targeted Timeframe: Summer/Fall of Review School Year

   - Idaho STEM Action Center will provide the STEM program seeking designation access to an online platform to upload their application materials (as outlined in Section III of this document).
   - These application materials will constitute a "review portfolio" by which Idaho STEM Action Center will assess the STEM program's success in implementing the State Board-approved Idaho Standards for STEM School Designation.
   - As the STEM Program builds its review portfolio, it will perform a self-assessment of the portfolio utilizing the review criteria developed and published by the Idaho STEM Action Center. This self-assessment will be submitted to the Idaho STEM Action Center as part of the application process.

3. **PORTFOLIO READINESS CHECK**

   Targeted Timeframe: End of Fall/Early Winter of Review School Year

   - Idaho STEM Action Center will do perform a high-level check of the STEM program's review portfolio and self-assessment to ensure it is complete and appears sufficiently developed to warrant formal review.
   - If ready, a review team will be assembled (as outlined in Section II of this document) and an on-site visit will be scheduled with the STEM Program.
   - If the portfolio is deemed incomplete or obviously not-ready, formative feedback will be issued by the Idaho STEM Action Center. The STEM program will need to delay review until feedback can be implemented and/or necessary adjustments can be made.

4. **DESK REVIEW & ON-SITE VISIT**

Targeted Timeframe: Late Winter/Early Spring of Review School Year

- The review team will perform a desk review of the review portfolio to identify areas of interest, gaps in evidence, or questions that may still need clarified during the on-site visit.
- Basic feedback from the desk review will be given to the STEM program to provide a preparation focus for the review team's on-site visit.
- The on-site visit will occur, and the review team will determine an overall recommendation for/against designation in accordance with the State Board-approved Idaho Standards of STEM School Designation and the related review criteria developed and published by the Idaho STEM Action Center.

5. **IDAHO STEM ACTION CENTER RECOMMENDATION**

Targeted Timeframe: Mid-to-Late March of Review School Year

- Idaho STEM Action Center will prepare a final report summarizing the review team's findings and official recommendation regarding the STEM program's application.

6. **IDAHO STATE BOARD OF EDUCATION DESIGNATION**

Deadline: April of Review School Year, Regular Meeting of Idaho State Board of Education

- Idaho STEM Action Center will bring the approved recommendations to the Idaho State Board of Education for official designation.
- Awarded designations will be good for 5 full school years (pursuant Idaho Code § 33-4701), beginning when school starts in the coming Fall. However, a STEM program may publicly announce themselves as having achieved Idaho STEM Designation as soon as the Idaho State Board of Education votes to officially approve their designation.

7. **IDAHO STEM ACTION CENTER AGREEMENT & AWARD EXECUTION**

Deadline: By May 31 of Review School Year

- Idaho STEM Action Center will work with the STEM program's administrative/financial team to execute an agreement for the following school year, which will be renewable for up to the 5 years of designation.
- The agreement will entitle the STEM program to ongoing public recognition, financial support, and professional development resources from Idaho STEM Action Center (as allowed by available and appropriated funds).
- Under the agreement, the STEM program will be required to execute their submitted *Plan for STEM implementation* to the best of their ability and provide the Idaho STEM Action Center with any reasonable and appropriate data related to the implementation of Idaho Code § 33-4701, the State Board-approved Idaho Standards for STEM School Designation, or Idaho STEM Action Center fiscal reporting requirements.
- Failure to comply with the above requirements may, at the discretion of the Idaho STEM Action Center, result in a revocation of the benefits associated Idaho STEM Designation.

II. Required Review Team Composition

The review team will be composed of 5 individuals as described below:

- **1 staff representative from the Idaho STEM Action Center** (who shall be familiar with the STEM Designation process and capable of leading and training the review team)
- **1 staff representative from the Idaho State Department of Education** (who shall have relevant expertise in STEM-related K-12 instruction, assessment, and/or educational program evaluation)
- **1 staff representative from the Idaho Division of Career Technical Education** (who shall have relevant expertise in STEM-related K-12 CTE instruction, college & career readiness education, and/or educational program evaluation)
    - For reviews of STEM programs that exclusively serve elementary students, the applying STEM program may request that an alternative representative take this slot in place of a representative from the Idaho Division of Career Technical Education. In such cases, the Idaho STEM Action Center will fill this slot with an appropriate individual from one of the other groups identified in this section.
- **1 certified staff member representing the leadership team of a current STEM-designated program or school** (strong preference given to individuals who hold a current Teacher Leader and/or Administrator endorsements).
- **1 representative from a STEM-related industry, professional community, or higher-education partner** (who shall have relevant background, training, and/or substantial experience engaging with youth STEM programs and/or K-12 education) will also serve.
    - If an appropriate industry, professional community, or higher-education partner is not reasonably available to participate on the review team, the 5th member may be an additional individual from any of the groups listed above.

Exceptional Circumstances: Should exceptional circumstances necessitate it, a STEM Designation review may be conducted with fewer than 5 individuals serving on the review team, or without membership from one of the required groups listed above.

However, this exception must be approved by both the Executive Director of the Idaho STEM Action Center and the leadership team of the program being evaluated prior to the start of the desk review.

- The reason for the exception must be explicitly documented in the review team's final report and cited in the recommendations provided by the Idaho STEM Action Center to the Idaho State Board of Education.

Conflicts of Interest: All members of the review team must be free of any interests, commitments, or personal relationships that could reasonably affect their ability to evaluate the STEM program and it's provided portfolio in an impartial and objective manner.

III. Required Review Submissions

As part of their application, all STEM programs will be required to submit a review portfolio that includes the items described in this section. The review team will assess the review portfolio utilizing the criteria and processes established and published by the Idaho STEM Action Center in alignment with the State Board-adopted Idaho Standards for STEM School Designation. Definitions and descriptions for each required item in the portfolio submission are also provided below.

Review Submission Definitions

Artifact: A document, file, record, picture, video, or other piece of media (or a related and intentionally curated collection of such) submitted as a single, cohesive unit to serve as evidence of meeting some aspect of a standard.

- If multiple files or documents are meant to work together in support of a single claim or to demonstrate the same aspect of a given standard, they should be submitted together as a collection, serving as a single artifact.

Narrative: A persuasively written statement intended to make a compelling case for how a program is meeting a given standard and to provide specific context for how each submitted artifact supports that case.

- An effective narrative will intentionally address each submitted artifact. It will also draw specific connections between the artifacts and the related standard's rubric descriptors.
- The goal of the narrative is to make it indisputably clear to the review team that the standard is being met and that sufficient evidence has been provided to support that claim. It is recommended to be extremely explicit and leave as little up to interpretation by the review team as possible. In the absence of solid evidence for an aspect of a standard (either from artifacts or the on-site review), the review team will be forced to assume that there is no supporting evidence that aspect and score accordingly.

Portfolio: The organized collection of narratives, artifacts, and additional information assembled by a program to demonstrate that they are meeting the requirements laid out in Idaho Code § 33-4701 and each of the nine (9) State Board-approved Idaho Standards for STEM School Designation. This portfolio will be collected via an online, digital portal and assessed by the review team as part of an official STEM Designation Review led by the Idaho STEM Action Center.

- Contributions to the portfolio can (and, ideally, should) come from all staff within a program, but it is the responsibility of the program's STEM leadership team to assemble the portfolio.
- The portfolio will be considered by the review team, alongside evidence gathered during the on-site visit, to determine the final recommendation regarding STEM Designation.

Review Portfolio Submission Requirements

Plan for STEM Implementation / Program Strategic Plan – Pursuant Idaho Code § 33-4701(3)(c), all programs applying for Idaho STEM Designation must "adopt a plan of STEM implementation that includes, but is not limited to, how the school and district integrate proven best practices into non-

STEM courses and practices and how lessons learned are shared with other schools within the district and throughout the state."

- The exact structure and length of this document is left to the discretion of program leadership. However, it should at a minimum include:
    1. A statement of the program's mission and values/philosophy
    2. Specific goals for the next 5 years, related to the implementation of STEM program-wide and the integration of STEM best practices into traditionally non-STEM areas.
    3. A plan of action articulating how the program will work towards accomplishing those goals and share their successes/lessons learned with other programs over the next 5 years.
    4. Information on how and when this plan was formally adopted by program, school, and/or district leadership.
- So long as the above items are fully addressed, this requirement may be met through the submission of an existing school or district planning document. There is no expectation that a unique document be created specifically for achieving STEM designation if all the information already exists within another official document prepared by/for the program.

In addition, for each of the nine Idaho Standards for STEM School Designation, a program must submit the following to the Idaho STEM Action Center for formal consideration by the review team:

One (1) Narrative – 100 words minimum, 500 words maximum

- The narrative should address any aspect of the standard not explicitly demonstrated by the submitted artifacts for that standard and articulate how relevant evidence may be gathered during the on-site visit.

Three (3) to Six (6) Artifacts – The total collection of artifacts for a given standard should ideally attempt to address all aspects of that standard.

- At least one (1) artifact must come from the review school year, with the intention of demonstrating current performance.
- At least one (1) artifact must come from the two (2) years preceding the review school year, with the intention of demonstrating consistency and/or growth over time.
- Although it is a separate submission requirement (detailed above), the program's *Plan for STEM Implementation*—or a subsection of said plan—may serve as an artifact for any/all of the standards (if noted appropriately in the STEM program's review portfolio).

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENTS' UPDATE (K-12)	Information Item
2	ASSESSMENT ITEM REVIEW COMMITTEE REPORT	Information Item
3	PROPOSED ADOPTION OF WIDA ALTERNATE ACCESS ACHIEVEMENT LEVEL STANDARDS AND WIDA ALTERNATE ACCESS ACHIEVEMENT LEVEL DESCRIPTORS AS PART OF THE ENGLISH LANGUAGE PROFICIENCY ASSESSMENT ACHIEVEMENT STANDARDS	Action Item

SUBJECT

K-12 Overview

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Bylaws (Operational Procedures) Section E.4.
Section 33-125, 125A, and 127, Idaho Code

BACKGROUND/DISCUSSION

Idaho State Board of Education Bylaws establish the superintendent of public instruction as responsible for carrying out policies, procedures, and duties prescribed by the Constitution of the State of Idaho, and Idaho Code or established by the Board for all elementary and secondary school matters.

Debbie Critchfield was sworn into office as the Idaho Superintendent of Public Instruction on January 2, 2023. She will update the State Board of Education (SBOE) on the Superintendent's priorities moving forward.

- FY 2026 Budget Submission
- H 521 Implementation Update
- The Path Forward Comprehensive Action Plan and Implementation Outlook
- K-12 Administrator Recruitment and Retention
- Assessment and Accountability Update
    - IRI

BOARD ACTION

This item is for informational purposes only.

DEPARTMENT OF EDUCATION

SUBJECT

Assessment Item Review Committee Report

REFERENCE

February 2015	The Board approved the removal of an audio clip and associated items per the recommendation of the committee members.
December 2016	The Board approved the removal of the three (3) ELA, one (1) grade 11 passage with five (5) associated items, one (1) grade 8 passage with eleven (11) associated items, and one (1) grade 6 math item.
October 2017	The Board approved the removal of one (1) grade 4 ELA item.
November 2018	The Board approved the removal of one (1) grade 5 ELA Item.
October 2019	The Board approved the removal of one (1) High School ELA item and one (1) High School Science item.
December 2022	The Board approved the removal of one (1) grade 4 ELA item.
December 2023	The Board approved the removal of (1) ISAT ELA/L stimulus set, which was determined not to pass the Idaho Bias and Sensitivity guidelines. This stimulus set affected 14 items that were also rejected.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-134, Idaho Code
Idaho Administrative Code, IDAPA 08.02.03, Rules Governing Thoroughness

BACKGROUND/DISCUSSION

The Assessment Item Review Committee establishes that stakeholders of Idaho's public education system have the opportunity to review the types of questions that are being used on Idaho state assessments. The committee consists of 30 Idaho residents from the six educational regions who will make recommendations to the State Board of Education on the revision or elimination of summative computer adaptive test questions from the state assessments. Membership includes two parents of public school or public charter school students, one school district or public charter school administrator, and one member from a district board of trustees or public charter school board of directors, from each educational region. The Assessment Item Review Committee met in August 2024 and flagged zero (0) items for recommendation to the Board for removal or revision.

IMPACT

As the committee did not flag any items for proposed removal or revision, there is no action necessary. However, the materials used to train the committee, the committee's final report noting zero recommendations, and the expenditure report regarding the cost to facilitate the review process are included as attachments for the Board's information.

The total cost to facilitate the assessment review for fiscal year 2024 was $72,448.32 (see Attachment 3).

ATTACHMENTS

Attachment 1 – 2024 Assessment Item Review Committee Report
Attachment 2 – 2024 Assessment Item Review Committee Training Presentation
Attachment 3 – 2024 Assessment Item Review Expenditure Report
Attachment 4 - 2024 Assessment Item Review Committee Members and Attendance

BOARD ACTION

This item is for informational purposes only.

IDAHO DEPARTMENT OF EDUCATION

Bias and Sensitivity Committee Report

August 2024

Section 1: Background and Introduction

In accordance with Idaho Code § 33-134 – Assessment Item Review Committee, the Cambium Assessment, Inc. (CAI) and the Idaho Department of Education (Department) established a review committee intended to ensure that stakeholders of Idaho's public education system (parents, teachers, administrators, and school board members) have the opportunity to review the types of questions that are being used on Idaho state assessments. The law requires that a committee annually review all summative computer adaptive test questions for possible issues of bias and sensitivity. The committee is authorized to make recommendations to the State Board of Education and the Department regarding the revision or elimination of summative computer adaptive test questions from the state assessments. According to the law, the committee is to consist of at least 30 Idaho residents and shall include the following members from the six regions of Idaho and shall be appointed by the State Board of Education: two parents of public school or public charter school students; one public school or public charter school teacher; one member who is an administrator of a school district or public charter school; and one member from the district board of trustees or public charter school board of directors. The Department recruited 30 participants from the six regions adhering to the legislative requirements to participate in the Assessment Item Review Committee. Thirteen participants attended the meeting.

Section 2: Two-Round Review Process

The Round 1 review process in 2024 is adjusted so each item is reviewed by at least two (2) committee members, chosen at random from the overall committee pool. Items that are

"flagged" as displaying bias and sensitivity issues by any reviewers move on to Round 2 for a large group discussion and review.

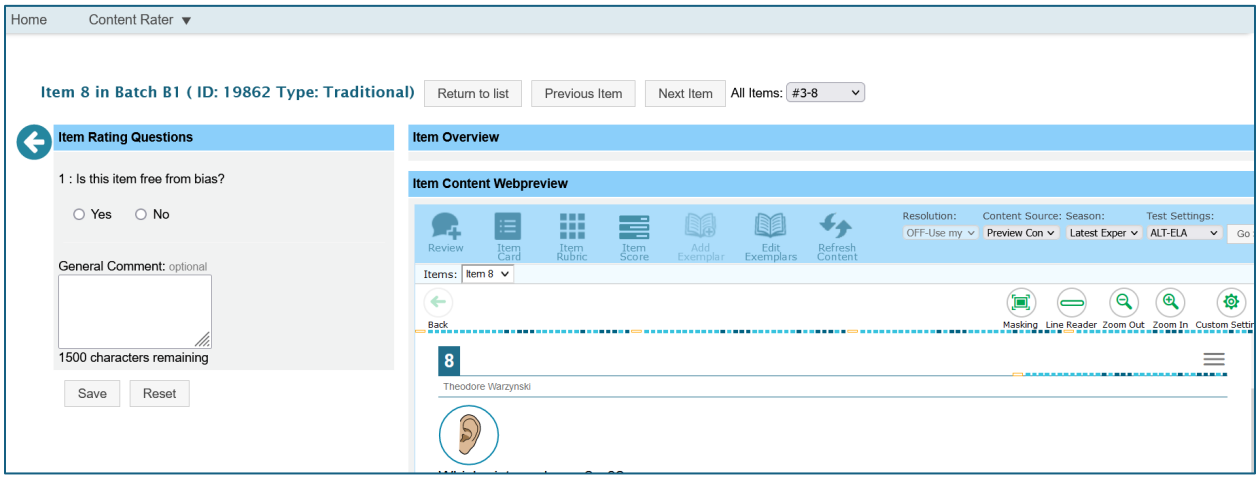
Round 2 consists of a large group discussion where committee members share their point of view and hear the perspectives and input of other members for each item flagged for displaying bias and sensitivity issues in Round 1. After discussion, committee members individually vote if an item meets bias and sensitivity criteria. Items for which a majority of the full committee vote an item does not meet bias and sensitivity criteria are then recommended to the State Board of Education for exclusion from the Idaho test bank in the following spring administration.

Section 3: Preparation

For ease of assignment and review by the committee, CAI organized the items into batches by subject. Each of the batches was assigned to every committee member at random in the first round.

CAI configured the Item Tracking System software to create a "Bias and Sensitivity Survey" in its Content Rater application so that committee members could submit electronic feedback about each item in real time. As shown in Figure 1, the user interface for Content Rater displayed each item with a "click-to-enlarge" box that contained the "Item Rating Question" (with comment boxes for feedback); an "Item Overview" dialog pane, which included information about the content alignment of the item; and an "Item Content Web Preview" dialog pane, which presented a rendering of the item as it would appear to a student taking an actual test administration. The Content Rater application contained a single question for the committee to answer: "Bias and Sensitivity: Meets Criteria." A response of "Yes" or "No" was required for this question on each item that an individual reviewed. If a participant determined that the item did not meet the Bias and Sensitivity criteria as outlined in the training presentation and as per standing CAI L.A.B.S. (Language Accessibility Bias and Sensitivity) guidelines (i.e., the item **did** display a bias and sensitivity concern), then the panelist would select "No." A "No" response from a committee member would require a comment.

Figure 1. Content Rater Interface



Prior to the committee meeting, CAI created usernames and passwords for each committee member within the Item Tracking System. CAI loaded and randomly pre-assigned batches of items for each committee member to review. Participants were instructed to ask for additional batches as they completed and submitted their initial assignment.

Section 4: Training

Committee members are trained to identify bias and sensitivity concerns in items annually. The “Idaho Bias & Sensitivity Review” PowerPoint presentation is included in Appendix 1.

Additionally, CAI provided a training presentation for the participants to learn what they should be looking for when reviewing items. This presentation included the steps in the item development process, information about the difference between bias and content related issues, noted that participants should only be flagging items for bias issues, and provided specific examples of items that may show bias. Upon completion of the Bias and Sensitivity training, the committee was trained to use the Item Tracking System and Content Rater to submit their feedback on each item electronically (Figure 1).

Section 5: 2024 Summary of Committee Review

Round 1 Procedures

After being trained on the item review process, committee members individually reviewed their randomly assigned item batches in the Content Rater Interface. Again, each item was reviewed by at least two committee members. Any items flagged as "Rejected" moved on to Round 2.

Round 1 Results

In August 2024, 1,634 items were presented to the committee. The results of the Round 1 review appear in Table 1.

Table 1. Results of Round 1

Subject	Total Items Reviewed	Number of Items with Zero Flags	Number of Items Flagged for Round 2 Review
ISAT ELA/Literacy	511	507	4
ISAT MATHEMATICS	476	471	5
ISAT SCIENCE	113	113	0
IDAA ELA/Literacy	206	204	2
IDAA MATHEMATICS	175	174	1
IDAA SCIENCE	153	149	4
TOTAL	1634	1618	16

Round 2 Procedures

At the beginning of Round 2, committee members participated in a whole group discussion about the items flagged for bias and sensitivity issues from Round 1. After the discussion, the committee members individually voted on each remaining item. Prior to members being assigned the batch of items to review that were discussed at the beginning of Round 1, CAI provided a reminder about the issues that they should be looking for, specifically bias and sensitivity issues. Committee members used the same Content Rater Interface and were asked to answer the same "Bias and Sensitivity: Meets Criteria" question. A response of "Yes" or "No" was required for each item; if individuals determined the item did

not meet the Bias and Sensitivity criteria as outlined in the training presentation and the L.A.B.S. guidelines, then he/she answered the "Bias and Sensitivity: Meets Criteria" question "No," and entered a comment explaining his/her reasoning. A majority vote rule was established for identifying items "Rejected" during Round 2 that should be submitted to the State Board of Education for further consideration. CAI analyzed the items that were "Rejected" by 2/3 of all committee members after Round 2.

Round 2 Results

No items were rejected or flagged as needing further review by the Department and State Board of Education. A detailed summary of the results of Round 2 is provided in Table 2.

Table 2. Results of Round 2

Subject	Total Items Reviewed	Number of Items with Zero Flags	Number of Items Flagged for Round 3 Review
ISAT ELA/Literacy	4	4	0
ISAT MATHEMATICS	5	5	0
ISAT SCIENCE	0	0	0
IDAA ELA/Literacy	2	2	0
IDAA MATHEMATICS	1	1	0
IDAA SCIENCE	4	4	0
TOTAL	16	16	0

Section 6. Final Results

Of the 1634 items reviewed by the committee per Idaho Code § 33-134, **no items were rejected or flagged as needing further review by the Department and State Board of Education.**

Implications of Excluding the Rejected and Flagged Items

There was no need for an analysis of the risks associated with how rejected items may impact Item Bank pools because no items were recommended for rejection by the 2024 Bias and Sensitivity Committee.

For additional questions, please contact Ayaka Nukui, Director of Assessment & Accountability, at the Idaho State Department of Education (208-332-6926 or anukui@sde.idaho.gov)

IDAHO | AUGUST 26-28, 2024

FAIRNESS REVIEW STAKEHOLDER MEETING

Cambium Assessment, Inc. | Idaho Department of Education

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Idaho Department of Education

Assessment Item Review Committee



Welcome and Thank You

Thank you for volunteering your time to participate in the 2024 Assessment Item Review Committee Meeting.

3

Support Staff

- Idaho Department of Education Staff
  - Ayaka Nukui (Director)
  - Kristi Pierce (ISAT Coordinator)
  - Amber Van Vooren (ISAT Coordinator)
  - Karren Streagle (IDAA Coordinator)

4

Background

- Formed by the Idaho Legislature in 2014 through Idaho Code 33-134.
- Last met in fall 2023.

5

Purpose

- To ensure that statewide assessments measure what they intend to measure (i.e. student's knowledge and skills) by removing questions that could unfairly interfere with student performance.

6

Your Role

- To make recommendations to the State Board of Education to revise or eliminate questions that could interfere with student performance.

7

Your Role

- To make recommendations to the State Board of Education to revise or eliminate questions that could interfere with student performance.

8

Statewide Assessments

- Idaho Standards Achievement Test (ISAT)
- Grades 3-8, HS
- English language arts, mathematics, science
- Administered in March-May
- All students (except for those who qualify for IDAA)

9

What's Next?

- Training
- Review Items
- Review Items
- Review Items
- ...
- Possibly Virtual Follow-up (if not finished)

10

Questions?



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Contact

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Assessment & Accountability
Idaho State Department of Education
208-332-6979 | avanvooren@sde.idaho.gov

Kristi Pierce| ISAT Coordinator
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Idaho State Department of Education
208-332-6903 | kpierce@sde.idaho.gov

Karren Streagle| IDAA Coordinator
Assessment & Accountability
Idaho State Department of Education
208-332-6824 | kstreagle@sde.idaho.gov

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Test Security

- Non-disclosure agreements should have already been signed.
- All test materials viewed during this meeting are considered secure.
- Do NOT discuss test material content outside of this meeting.

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Agenda – Day 1

Day 1 Meeting Agenda (August 26, 2024)	
8:00 – 8:30	Check In
8:30 – 9:00	System Set Up
9:00 – 9:15	Welcome/Introductions/Overview
9:15 – 9:45	Item Review Training
9:45 – 10:30	Individual Item Review: ISAT Science Round 1
10:30 – 10:45	Break
10: 45 – 11:30	Individual Item Review: ISAT Science Round 1
11:30 – 12:45	Individual Item Review: ISAT ELA Round 1
12:45 – 1:15	Working Lunch
1:00 – 2:30	Individual Item Review: ISAT ELA Round 1
2:30 – 2:45	Break
2:45 – 3:45	Individual Item Review: IDAA ELA Round 1
3:45 – 5:00	Individual Item Review: IDAA Math Round 1
5:00	Adjourn

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Agenda – Day 2

Day 2 Meeting Agenda (August 27, 2024)	
8:00 – 8:30	Check In/System Set Up
8:30 – 10:00	Facilitated Item Review: ISAT Science Round 2
10:00 – 10:15	Break
10:15 – 11:30	Facilitated Item Review: ISAT ELA Round 2
11:30 – 12:15	Working Lunch
12:15 – 1:15	Facilitated Item Review: IDAA ELA Round 2
1:15 – 2:45	Individual Item Review: ISAT Math Round 1
2:45 – 3:00	Break
3:00 – 4:00	Individual Item Review: ISAT Math Round 1
4:00 – 5:00	Individual Item Review: IDAA Science Round 1
5:00	Adjourn

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Agenda – Day 3

Day 3 Meeting Agenda (August 28, 2024)	
8:00 – 8:30	Check In/System Set Up
8:30 – 9:30	Facilitated Item Review: IDAA Math Round 2
9:30 – 10:30	Facilitated Item Review: ISAT Math Round 2
10:30 – 10:45	Break
11:00 – 12:00	Facilitated Item Review: IDAA Science Round 2
12:00 – 1:00	Working Lunch
1:00 – 1:30	Closing Statements
1:30 – 2:30	Supplies and Materials Return and Adjourn

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Steps in the Development Process

Steps in Item Development Process

- Item development
- Client review/approval
- Educator Review (Content & Fairness)
- Field Test with Students
  - Rubric Validation and Data Review
- **Idaho Stakeholder Review (Fairness)**
- Operational Use

Fairness Review Process

Assessment Fairness

Purpose:

- Test materials need to be free from unnecessary barriers to the success of diverse groups of students.

Why?

1. Valid measurement of student achievement.
2. Positive student experience.

Assessment Fairness

Assessment content is...

1. free of bias and stereotypes.
2. sensitive to student and community beliefs and experiences.
3. accessible to all students, to the greatest extent possible.

Assessment Fairness

Assessment content is free of bias and stereotypes.

- Assessment content does not express bias or present stereotypes of people of different groups.
- Assessment content demonstrates respect for people of different groups.
- Assessment content is inclusive and reflects the diversity of the community.

Assessment Fairness

Assessment content is free of bias and stereotypes.

- Gender
- Race, Ethnicity, Culture
- Religion
- Age
- Disability
- Socioeconomic

Assessment Fairness

Assessment content is sensitive to student and community beliefs and experiences.

- Assessment content does not include topics that are considered controversial by the community, unless these topics are part of the learning standards.
- Assessment content avoids emotionally-charged topics.
- Assessment content does not give advice or promote specific morals, unless these are universally accepted.
- Assessment content does not depict people engaged in dangerous activities.

Assessment Fairness

Assessment content is sensitive to student and community beliefs and experiences.

- Does the material require a student to take a position that challenges authority?
- Does the material present sensitive or highly controversial subjects, such as death, war, abortion, euthanasia, or natural disasters, except where they are needed to assess learning standards?
- Does the material trivialize significant or tragic human experiences?
- Does the material require the parent, teacher, or examinee to support a position that is contrary to their religious beliefs?
- Does the material contain advice pertaining to health and well-being about which there is not universal agreement?
- Does the material portray people engaged in dangerous activities, unless required to assess the learning standard?

Assessment Fairness

Assessment content is accessible to all students to the greatest extent possible.

- Language used in the assessment is understandable and inclusive.
  a. Does the material use exclusive or gender-specific terms rather than inclusive terms?
  b. Does the material use words or phrases that may not be similarly understood by students of different groups?
- Assessment content does not rely on vocabulary or background knowledge that would be significantly more or less familiar to a student because of their demographic group. (Differential familiarity)
  a. Does the material require knowledge of individuals, events, or groups that is not familiar to all groups of students?

Fairness Review Process

1. Enter Content Rater system and begin batch.

2. Review each item from a fairness perspective.
   a. Utilize Fairness Criteria Guidelines if needed
   b. Document comments and answers to questions in content rater for discussion

3. Items flagged for possible BNS concern go to Round #2 (small group review)

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Norms and Participant Guidelines

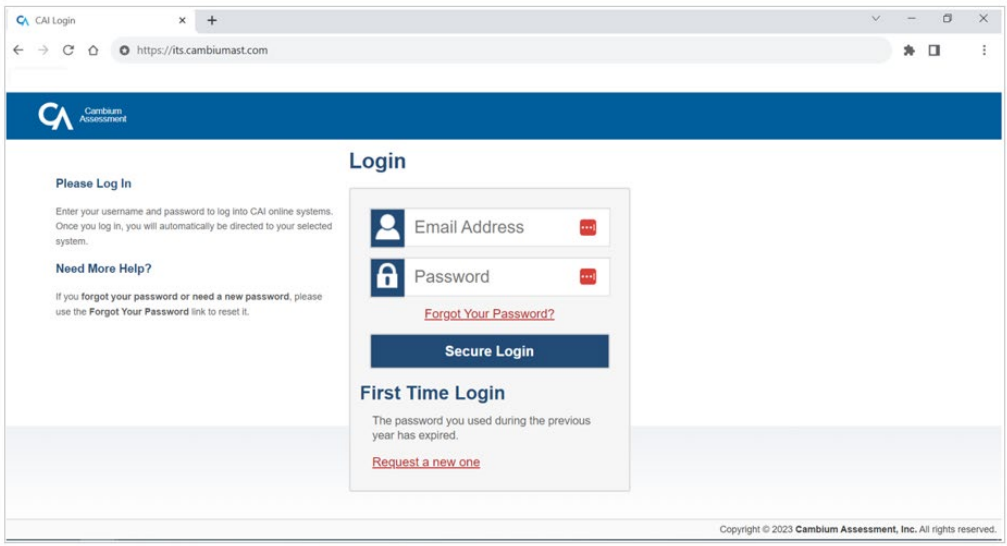
Participant Guidelines

- Do not record, screenshot, or download specific content.
- After the meeting, destroy any personal notes related to content or phenomenon discussed.
- Do not speak to other panelists about specific passages or items outside of the meeting.
- To limit disruptions, try to take breaks at designated break times.
- If you have any questions about the review or procedures, feel free to ask Cambium staff.

Questions?

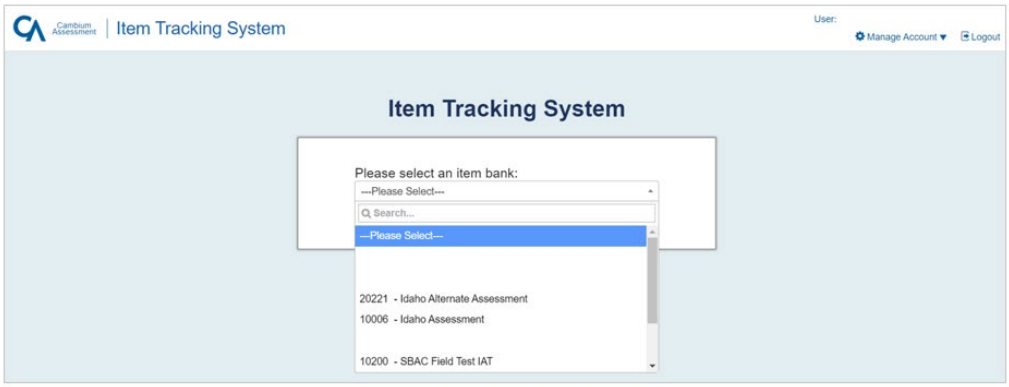
Accessing Content Rater

Accessing Content Rater

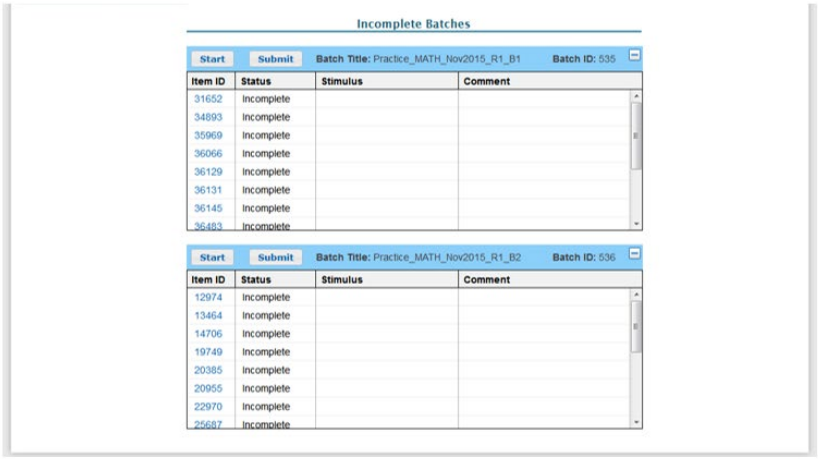


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Accessing Content Rater



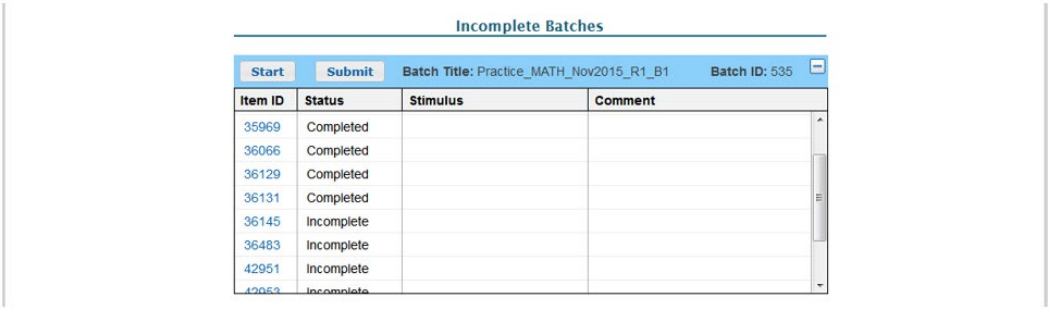
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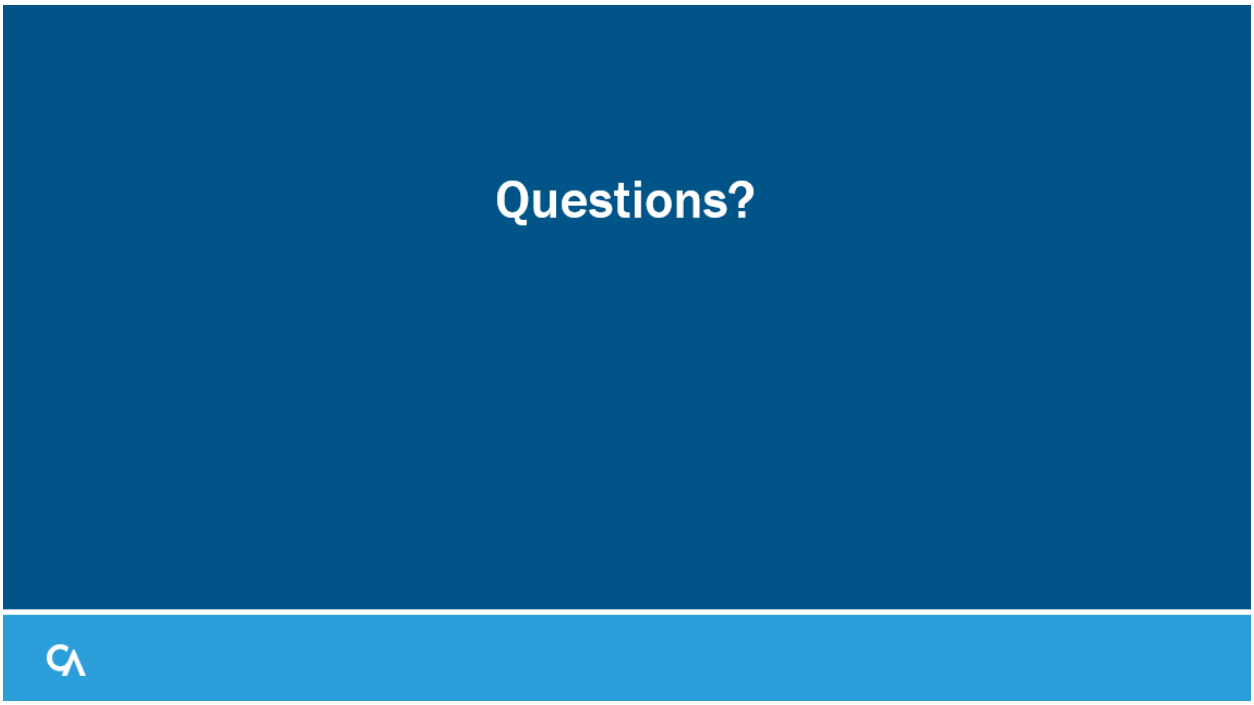


Accessing Content Rater



Accessing Content Rater




Questions?

Type of Cost	Cost Incurred
Travel Reimbursements	**$ 3,470.60**
Room Costs	$ 1,815.00
Meeting Room Fee	$ 650.00
Total Hotel Costs	**$ 2,140.00**
Catering Costs	$ 1,270.50
Per Diem/Meal Reimbursement	$ 1,224.00
Coffee and Refreshments	$ 343.24
Total Meal Costs	**$ 2,837.74**
Contract Cost from Cambium	**$ 64,000.00**
TOTAL MEETING COST	**$ 72,448.74**

Region	First Name	Last Name	Role	Exit Year	Attended 2024 Meeting?
1	Richard	Meyer	Board Member	2027	No
1	Peggy	Loutzenhiser	Administrator	2027	No
1	Jennifer	Kelly	Parent	2027	No
1	Tim	Hunt	Parent	2025	Yes
2	Alicia	Wheeler	Teacher	2027	No
2	Jolyn	Hobson	Administrator	2027	Yes
3	Joy	McDaniel	Parent	2027	Yes
3	Lori	Frasure	Board Member	2027	No
3	Allyson	Randall	Teacher	2027	No
Region	**First Name**	**Last Name**	**Role**	**Exit Year**	**Attended 2024 Meeting?**
3	Kim	Arrasmith	Administrator	2025	No
3	Tanya	Koyle	Parent	2025	Yes
4	Joy	Kane	Administrator	2027	Yes
4	Charity	Smith	Teacher	2027	Yes
4	Chelsea	Lee	Parent	2027	Yes
4	Darlene	Dyer	Parent	2025	Yes
5	Angie	Eldredge	Parent	2027	No
5	JoDee	Cook	Teacher	2027	No
5	Carmelita	Benitez	Administrator	2025	No
6	Christina	Fullmer	Teacher	2027	No
6	Lisa	Puckett	Administrator	2027	Yes
6	Mark	Olsen	Parent	2027	No
6	Karen	Pyron	Board Member	2027	Yes
4	Sally	Toone	Alternate	--	Yes

4	Erin	Denney	Alternate	--	Yes
4	Laree	Jensen	Alternate	--	Yes

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Proposed adoption of WIDA Alternate ACCESS Achievement Level Standards and WIDA Alternate ACCESS Achievement Level Descriptors as part of the Idaho English Language Proficiency Assessment Achievement Standards.

REFERENCE

August 2006	Board adopted the Idaho English Language Development Standards on August 10, 2006.
August 2012	Board adopted 2012 WIDA English Language Development (ELD) Standards**.**
October 2017	Board approved Idaho English Language Proficiency Assessment (ELPA) Achievement Standards in IDAPA 08.02.03.004.03.
August 2021	Board approved Proposed Rule Docket 08-0203-2101 to update the incorporated by reference document from the 2012 WIDA English Language Development Standard to the 2020 WIDA English Language Development Standards in IDAPA 08.02.03.004.02.
November 2022	Board approved Pending Rule Docket 08-0203-2201 to move the Idaho English Language Proficiency Assessment (ELPA) Achievement Standards from IDAPA 08.02.03.004.03 to 08.02.03.111.08.

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.03.111.08

BACKGROUND/DISCUSSION

Since Idaho became a member of the WIDA Consortium (Consortium) in 2015, the state has utilized the WIDA suite of assessments to evaluate English language proficiency of English learners (ELs). In 2016, Idaho adopted and introduced a large-print, paper-based alternate assessment (WIDA Alternate ACCESS) to ELs with the most significant cognitive disabilities in grades K-12 to assess their English language proficiency.

Using the Advancing Alternate English Language Learning (ALTELLA) Competitive Assessment Grant awarded by the U.S. Department of Education, the Consortium developed new alternate English language achievement level descriptors (also known as WIDA Alternate Proficiency Level Descriptors). The revised descriptors include five proficiency levels: PL1-Entering, PL2-Emerging, PL3-Developing, PL4-Expanding, and PL5-Bridging. These levels delineate the expected outcomes for ELs with significant cognitive disabilities in terms of their ability to produce and interpret language across Discourse and Word/Phrase dimensions.

The Consortium also conducted an analysis comparing the original version of Alternate ACCESS with WIDA's 2020 Standards Framework. This analysis revealed the necessity of replacing a substantial portion of the original test items—only 15% of the previous item pool remained. Additionally, the Consortium implemented the rescaling of Alternate ACCESS's score range from 910-960 to a new range of 900-980 to enhance the assessment's capacity for growth analysis. Consequently, a new standard-setting procedure was required after the initial administration of the redesigned WIDA Alternate ACCESS.

The redesigned WIDA Alternate ACCESS, incorporating 85% new test items, new scaling changes, and updated achievement level descriptors, was administered in Idaho for the first time during the 2024 school year. In July 2024, the Consortium convened a standard-setting event in Minneapolis, MN, with 64 panelists, including two from Idaho districts. The participants engaged in creating threshold level descriptors using a modified Angoff Yes/No methodology. The Consortium ratified the new WIDA Alternate ACCESS Achievement Level Standards in August 2024.

Given these substantial changes, it is recommended for the Board to adopt the following elements to ensure accurate monitoring and reporting of English language growth and proficiency for ELs with significant cognitive disabilities:

1. **The New WIDA Alternate ACCESS Achievement Level Descriptors**: These descriptors provide clear benchmarks for assessing proficiency at various levels (PL1-Entering to PL5-Bridging) and are essential for accurately tracking student progress and language acquisition.

2. **The New WIDA Alternate ACCESS Achievement Level Standards**: These standards are necessary to align with the updated proficiency descriptors and ensure consistency in assessment outcomes.

IMPACT

Once the revised Idaho English Language Proficiency Assessment Achievement Standards are approved by the Board, the Department will finalize the Alternate ACCESS performance reporting for the 2023-24 school year. Local education agencies have already received individual student reports and performance results based on the old achievement standards for distribution to the parents. The Department will publish the underlying report card data for the 2023-24 school year.

ATTACHMENTS

Attachment 1 – WIDA Alternate Achievement Level Standards
Attachment 2 – WIDA Alternate Proficiency Level Descriptors (Listening, Reading, Writing, Speaking).

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to approve the request by the Department of Education to adopt the 2024 revised WIDA Alternate ACCESS Achievement Level Descriptors and the 2024 revised WIDA Alternate ACCESS Achievement Level Standards as presented in Attachments 1 and 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

WIDA™
UNIVERSITY OF WISCONSIN–MADISON

WIDA Alternate Proficiency Level Descriptors

Listening

At each grade, toward the end of a given level of English language proficiency, and with individualized instruction, appropriate supports, accommodations, and communication tools, English language learners with the most significant cognitive disabilities will use English to interpret and respond to the Discourse and Word/Phrase Dimensions for each of the proficiency levels described below.

Proficiency Level	Discourse Dimension Linguistic Complexity	Word/Phrase Dimension Vocabulary Usage
5 Bridging	A variety of connected and complex statements or questions across academic topics. Organized, related ideas across academic content areas.	Specific content area language A variety of academic contexts (e.g., across content areas).
4 Expanding	Compound connected conveyed expression(s) through one or more representations of language. Related, familiar ideas characteristic of academic content areas.	General and increasingly specific content area language. Increasingly expanding familiar and novel contexts.
3 Developing	Simple connected statements or questions. A familiar idea with an example.	General content words and expressions. Expanding familiar contexts.
2 Emerging	Simple conveyed expression(s). A single idea in expanding familiar contexts.	General high frequency and content-related words. Routine, shared contexts.
1 Entering	Routine and familiar conveyed expressions. An idea conveyed within familiar contexts.	Single representations of a conveyed expression. Intentional communication in concrete, immediate contexts.

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Reading

At each grade, toward the end of a given level of English language proficiency, and with individualized instruction, appropriate supports, accommodations, and communication tools, English language learners with the most significant cognitive disabilities will use English to interpret and respond to the Discourse and Word/Phrase Dimensions for each of the proficiency levels described below.

Proficiency Level	Discourse Dimension Linguistic Complexity	Word/Phrase Dimension Vocabulary Usage
5 Bridging	Connected text with a variety of sentences (e.g., simple, compound, and complex sentences). Organized related ideas across academic content areas.	Specific content area language. A variety of academic contexts (e.g., across content areas).
4 Expanding	Simple connected text. Related familiar ideas across content areas.	General and specific content area language. Increasingly expanding familiar and novel contexts.
3 Developing	Simple sentence or sentences. A familiar idea an example.	General content words and expressions. Expanding familiar contexts.
2 Emerging	Multiple representations or short phrases. A single idea in expanding familiar contexts.	General high frequency and content-related words. Routine, shared contexts.
1 Entering	A single representation. An idea within words, phrases, or chunks of language in familiar contexts or in environmental print.	Single representations of letters or words. Familiar contexts or in environmental print.

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Speaking

At each grade, toward the end of a given level of English language proficiency, and with individualized instruction, appropriate supports, accommodations, and communication tools, English language learners with the most significant cognitive disabilities will use English to produce the Discourse and Word/Phrase Dimensions for each of the proficiency levels described below.

Proficiency Level	Discourse Dimension Linguistic Complexity	Word/Phrase Dimension Vocabulary Usage
5 Bridging	A combination of short and expanded statements (at least two) across social and academic contexts with emerging complexity. New ideas in the context of familiar and novel content.	General and specific content area language. Increasingly expanding familiar and novel contexts.
4 Expanding	Two or more simple connected statements or questions. Expanded expression of one idea or emerging expression of multiple related ideas in particular content areas.	General content words and expressions. Expanding familiar contexts.
3 Developing	One or more simple statements or questions. Expression of one idea in particular content area.	General content-related words. Routine, shared contexts.
2 Emerging	Chunks of language or phrases (at least two). Emerging expression of a familiar idea.	General high-frequency and content-related words. Concrete, immediate contexts.
1 Entering	At least one intentional sound or word. Intentional communication of an idea.	Single representations of a spoken expression. Intentional communication in immediate contexts.

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Writing

At each grade, toward the end of a given level of English language proficiency, and with individualized instruction, appropriate supports, accommodations, and communication tools, English language learners with the most significant cognitive disabilities will use English to produce the Discourse and Word/Phrase Dimensions for each of the proficiency levels described below.

Proficiency Level	Discourse Dimension Linguistic Complexity	Word/Phrase Dimension Vocabulary Usage
5 Bridging	Student writes at least two simple sentences or at least one compound sentence related to one or more ideas that reflect a coherent idea, concept, or experience. New ideas in the context of familiar and novel content.	General and specific content area language. Increasingly expanding familiar and novel contexts.
4 Expanding	The student writes one simple sentence related to an increasingly complex idea. Expanded expression of an idea in a particular content area.	General content words and expressions. Expanding familiar contexts.
3 Developing	The student writes one or more chunks of language, phrases, or clauses about an idea. Emerging expression of an idea in a particular content area.	General content-related words. Routine, shared contexts.
2 Emerging	The student writes a single word. Emerging expression of a familiar idea.	General high-frequency words. Concrete, immediate contexts.
1 Entering	The student writes one single representation of something (e.g., number, letter, symbol). Intentional written expression to convey meaning.	Single representations of words. Intentional communication in immediate contexts.

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WIDA Alternate ACCESS Achievement Level Standards					
Grade	WIDA Alternate ACCESS Listening Cut Scores				
	PL 1	PL2	PL3	PL4	PL5
	Entering	Emerging	Developing	Expanding	Bridging
K	900-936	937-942	943-948	949-958	959-980
1	900-936	937-942	943-948	949-958	959-980
2	900-936	937-942	943-948	949-958	959-980
3	900-939	940-947	948-953	954-960	961-980
4	900-939	940-947	948-953	954-960	961-980
5	900-939	940-947	948-953	954-960	961-980
6	900-942	943-949	950-957	958-961	962-980
7	900-942	943-949	950-957	958-961	962-980
8	900-942	943-949	950-957	958-961	962-980
9	900-944	945-950	951-958	959-964	965-980
10	900-944	945-950	951-958	959-964	965-980
11	900-944	945-950	951-958	959-964	965-980
12	900-944	945-950	951-958	959-964	965-980

Grade	WIDA Alternate ACCESS Reading Cut Scores				
	PL 1	PL2	PL3	PL4	PL5
	Entering	Emerging	Developing	Expanding	Bridging
K	900-942	943-949	950-956	957-962	963-980
1	900-942	943-949	950-956	957-962	963-980
2	900-942	943-949	950-956	957-962	963-980
3	900-942	943-949	950-956	957-964	965-980
4	900-942	943-949	950-956	957-964	965-980
5	900-942	943-949	950-956	957-964	965-980
6	900-943	944-949	950-956	957-966	967-980
7	900-943	944-949	950-956	957-966	967-980
8	900-943	944-949	950-956	957-966	967-980
9	900-943	944-949	950-956	957-967	968-980
10	900-943	944-949	950-956	957-967	968-980
11	900-943	944-949	950-956	957-967	968-980
12	900-943	944-949	950-956	957-967	968-980

Grade	WIDA Alternate ACCESS Speaking Cut Scores				
	PL 1	PL2	PL3	PL4	PL5
	Entering	Emerging	Developing	Expanding	Bridging
K	900-940	941-947	948-957	958-961	962-980
1	900-940	941-947	948-957	958-961	962-980
2	900-940	941-947	948-957	958-961	962-980
3	900-945	946-952	953-958	959-964	965-980
4	900-945	946-952	953-958	959-964	965-980
5	900-945	946-952	953-958	959-964	965-980
6	900-945	946-953	954-960	961-965	966-980
7	900-945	946-953	954-960	961-965	966-980
8	900-945	946-953	954-960	961-965	966-980
9	900-945	946-953	954-960	961-965	966-980
10	900-945	946-953	954-960	961-965	966-980
11	900-945	946-953	954-960	961-965	966-980
12	900-945	946-953	954-960	961-965	966-980

Grade	WIDA Alternate ACCESS Writing Cut Scores				
	PL 1	PL2	PL3	PL4	PL5
	Entering	Emerging	Developing	Expanding	Bridging
K	900-940	941-950	951-959	960-967	968-980
1	900-940	941-950	951-959	960-967	968-980
2	900-940	941-950	951-959	960-967	968-980
3	900-941	942-952	953-959	960-967	968-980
4	900-941	942-952	953-959	960-967	968-980
5	900-941	942-952	953-959	960-967	968-980
6	900-944	945-954	955-962	963-971	972-980
7	900-944	945-954	955-962	963-971	972-980
8	900-944	945-954	955-962	963-971	972-980
9	900-946	947-956	957-964	965-974	975-980
10	900-946	947-956	957-964	965-974	975-980
11	900-946	947-956	957-964	965-974	975-980
12	900-946	947-956	957-964	965-974	975-980

Grade	WIDA Alternate ACCESS Overall Cut Scores				
	PL 1	PL2	PL3	PL4	PL5
	Entering	Emerging	Developing	Expanding	Bridging
K	900-940	941-948	949-956	957-963	964-980
1	900-940	941-948	949-956	957-963	964-980
2	900-940	941-948	949-956	957-963	964-980
3	900-942	943-950	951-957	958-964	965-980
4	900-942	943-950	951-957	958-964	965-980
5	900-942	943-950	951-957	958-964	965-980
6	900-944	945-951	952-959	960-967	968-980
7	900-944	945-951	952-959	960-967	968-980
8	900-944	945-951	952-959	960-967	968-980
9	900-945	946-952	953-960	961-969	970-980
10	900-945	946-952	953-960	961-969	970-980
11	900-945	946-952	953-960	961-969	970-980
12	900-945	946-952	953-960	961-969	970-980

Grade	WIDA Alternate ACCESS Oral Cut Scores				
	PL 1	PL2	PL3	PL4	PL5
	Entering	Emerging	Developing	Expanding	Bridging
K	900-938	939-945	946-953	954-960	961-980
1	900-938	939-945	946-953	954-960	961-980
2	900-938	939-945	946-953	954-960	961-980
3	900-942	943-950	951-956	957-962	963-980
4	900-942	943-950	951-956	957-962	963-980
5	900-942	943-950	951-956	957-962	963-980
6	900-944	945-951	952-959	960-963	964-980
7	900-944	945-951	952-959	960-963	964-980
8	900-944	945-951	952-959	960-963	964-980
9	900-945	946-952	953-959	960-965	966-980
10	900-945	946-952	953-959	960-965	966-980
11	900-945	946-952	953-959	960-965	966-980
12	900-945	946-952	953-959	960-965	966-980

Grade	WIDA Alternate ACCESS Literacy Cut Scores				
	PL 1	PL2	PL3	PL4	PL5
	Entering	Emerging	Developing	Expanding	Bridging
K	900-941	942-950	951-958	959-965	966-980
1	900-941	942-950	951-958	959-965	966-980
2	900-941	942-950	951-958	959-965	966-980
3	900-942	943-951	952-958	959-966	967-980
4	900-942	943-951	952-958	959-966	967-980
5	900-942	943-951	952-958	959-966	967-980
6	900-944	945-952	953-959	960-969	970-980
7	900-944	945-952	953-959	960-969	970-980
8	900-944	945-952	953-959	960-969	970-980
9	900-945	946-953	954-960	961-971	972-980
10	900-945	946-953	954-960	961-971	972-980
11	900-945	946-953	954-960	961-971	972-980
12	900-945	946-953	954-960	961-971	972-980

Grade	WIDA Alternate ACCESS Comprehension Cut Scores				
	PL 1	PL2	PL3	PL4	PL5
	Entering	Emerging	Developing	Expanding	Bridging
K	900-940	941-948	949-956	957-963	964-980
1	900-940	941-948	949-956	957-963	964-980
2	900-940	941-948	949-956	957-963	964-980
3	900-942	943-950	951-957	958-964	965-980
4	900-942	943-950	951-957	958-964	965-980
5	900-942	943-950	951-957	958-964	965-980
6	900-944	945-951	952-959	960-967	968-980
7	900-944	945-951	952-959	960-967	968-980
8	900-944	945-951	952-959	960-967	968-980
9	900-945	946-952	953-960	961-969	970-980
10	900-945	946-952	953-960	961-969	970-980
11	900-945	946-952	953-960	961-969	970-980
12	900-945	946-952	953-960	961-969	970-980

WORK SESSION
OCTOBER 16-17, 2024

TAB	DESCRIPTION	ACTION
A	**PPGA - PUBLIC EDUCATION SYSTEM - PERFORMANCE REPORTING**	Information Item
B	**BAHR – NCAA NIL (NAME IMAGE AND LIKENESS) – BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY AND UNIVERSITY OF IDAHO**	Information Item
C	**IRSA – GENERATIVE ARTIFICIAL INTELLIGENCE IN HIGHER EDUCATION**	Information Item

SUBJECT

Public Education System - Performance Reporting

REFERENCE

October 2017	Board reviewed K-20 Education system performance for the period from FY14 – FY17
December 2017	Board approved new institution system-wide performance measures for use starting in FY19.
October 2018	Board reviewed K-20 Education system performance.
October 2019	Board reviewed K-20 Education system performance.
October 2020	Board reviewed K-20 Education system performance.
October 2021	Board reviewed K-20 Education system performance.
October 2022	Board reviewed K-20 Education system performance.
October 2023	Board reviewed K-20 Education system performance.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section I.M.
Idaho Code §§ 67-1901 to -1905

BACKGROUND/DISCUSSION

Sections 67-1901 through 1905, Idaho Code establish a statewide strategic planning process. The purpose of this process is to improve state agency accountability to state citizens and lawmakers, increase the legislature's ability to oversee agency performance, assist lawmakers with policy and budget decisions, and to increase the ability of state agencies to improve delivery of services and overall program effectiveness. The process is applicable to all state agencies and special programs thereof that receive state funds through legislative appropriation.

The statutorily established process includes a strategic planning "front end", and a performance reporting "back end". Strategic plans outline goals, which the Board must approve. At the end of any given fiscal year, performance reports provide a snapshot of each agency's outcomes on the goals established for that year.

Pursuant to Section 67-1905, Idaho Code, The Division of Financial Management is authorized to administer the statewide strategic planning process, including maintaining guidelines, managing timelines, and providing training to agencies and legislators. Performance reports are submitted to DFM in August as part of the budget submission process.

The Performance reports presented today are for informational purposes only and may serve to guide future discussions. The Board's decision points in this process are in February and June when strategic plans are approved. Additionally, the Board may choose to alter the established "systemwide" measures or to amend Board Policy I.M. which establishes the following:

- that all agencies and institutions under the Board will submit strategic plans (aligned to the Board's K-20 plan) for board approval prior to DFM submission;
- that OSBE staff will complete that submission on behalf of all agencies and institutions; and
- that all four and two-year institutions of higher education will include the board approved "systemwide" measures in their performance reports.

The OSBE agency performance report (Attachment 2) reports outcomes drawn from the current K-20 strategic plan which the Board approved in February of 2024. This plan includes three goals: Educational Readiness (K-12), Educational Access (transition to college and career), and Educational Attainment (higher education).

The outcomes are presented at the highest level in the performance report. As various committees and teams of experts are tasked with providing more targeted reports to the Board throughout the year and some of the data is not fully available in October, a deeper dive into the data is more actionable in alignment with those reports.

Goal 1: Educational Readiness – (K-12 literacy, mathematics, and graduation)

- Available in Fall: Annual outcomes for K-12 proficiency, growth, and graduation rate are available here: https://idahoschools.org/
- Available in April: All measures under this goal are thoroughly evaluated by the Accountability Oversight Committee. The AOC annual report is presented to the Board each April. The most recent AOC report is found here: https://boardofed.idaho.gov/k-12-education/k-12-accountability/

Goal 2: Educational Access – (advanced opportunities, engagement in postsecondary opportunities, and college going)

- Available in December: The Department of Education is statutorily required to provide the Board and the legislature with a report on Advanced Opportunities in December of each year. The most recent reports can be found here: https://www.sde.idaho.gov/student-engagement/advanced-ops/public.html
- Recommended in December: The OSBE College and Career Access team has not historically provided the Board with a formal report, but does collect the data required by the measures defined in Goal 2, Objective B. This team could provide an update or formal report to the Board in December.
- OSBE staff is currently reconfiguring the timeline and accessibility of information related to college going data.

Goal 3: Educational Attainment: (freshman retention, timely completion, degree attainment)

- OSBE staff is currently reconfiguring the timeline and accessibility of information related to the measures in this section.

IMPACT

Attachments 2-16 have been submitted to DFM and will be posted on DFM's website prior to the start of the upcoming legislative session. Reports can be found here:
https://dfm.idaho.gov/publication/?type=budget&level=performance

While no action is necessary today, the Board generally engages in a strategic planning work session in December. The Board may wish to discuss the data in these reports further or to make changes to future reporting cycles at that time.

Changes to performance measures included in these reports can be made in one of four ways:

1. by revising Board Policy I.M. thereby adjusting the measures that two and four-year institutions of higher ed are required to submit;
2. by revising the Systemwide measures adopted in 2021;
3. by adjusting the Board's K-20 strategic plan in February; or
4. by providing feedback to individual agencies or institutions regarding an individual strategic plan.

ATTACHMENTS

Attachment 1 – K 20 Strategic Plan
Attachment 2 – Office of the State Board of Education Performance Report 2024
Attachment 3 – Idaho Department of Education Performance Report 2024
Attachment 4 – College of Eastern Idaho Performance Report 2024
Attachment 5 – College of Southern Idaho Performance Report 2024
Attachment 6 – College of Western Idaho Performance Report 2024
Attachment 7 – North Idaho College Performance Report 2024
Attachment 8 – Lewis Clarck State College Performance Report 2024
Attachment 9 – Boise State University Performance Report 2024
Attachment 10 – Idaho State University Performance Report 2024
Attachment 11 – University of Idaho Performance Report 2024
Attachment 12 – Full Circle Health Performance Report 2024
Attachment 13 – Division of Career Technical Education Performance Report 2024
Attachment 14 – Division of Vocational Rehabilitation Performance Report 2024
Attachment 15 – Public Television Performance Report 2024
Attachment 16 – Public Charter School Commission Performance Report 2024
Attachment 17 – Slide Deck

BOARD ACTION

This item is for informational purposes only.

Idaho State Board of Education

FY2025-FY2029
Idaho K-20 Public Education – Strategic Plan

MISSION STATEMENT
To drive improvement of the K-20 education system for the citizens of Idaho, focusing on quality, results, and accountability.

VISION STATEMENT
A student-centered education system that creates opportunities for all Idahoans to improve their quality of life.

GOAL 1: EDUCATIONAL READINESS Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.		
Objective A – Literacy Provide effective literacy instruction across grades K-3	**Objective B – Mathematics** Provide effective mathematics instruction across grades 6-8.	**Objective C – Graduation** Increase Idaho's high school graduation rate.
GOAL 2: EDUCATIONAL ACCESS Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.		
Objective A – Advanced Opps Increase high-school student participation in advanced opportunities.	**Objective B – Engagement** Increase high-school student engagement in exploring postsecondary opportunities.	**Objective C – College Going** Increase the rate at which high school graduates pursue postsecondary opportunities.
GOAL 3: EDUCATIONAL ATTAINMENT Idaho's public colleges and universities and career technical education programs fuel a strong workforce pipeline evidenced through a greater number of students completing certificates and/or degrees, including workforce credentials.		
Objective A – Retention Increase the retention rate of first-year students into the second year.	**Objective B–Timely Completion** Increase on-time degree completion.	**Objective C – Attainment** Increase completion of certificates and degrees through Idaho's educational system.

FY2025-FY2029

Idaho K-20 Public Education – Strategic Plan

An Idaho Education: High Potential – High Achievement

MISSION STATEMENT

To drive improvement of the K-20 education system for the citizens of Idaho, focusing on quality, results, and accountability.

VISION STATEMENT

A student-centered education system that creates opportunities for all Idahoans to improve their quality of life.

GUIDING VALUES

- Access
- Innovation
- Preparedness
- Resilience

MID-TERM PRIORITY FOCUS AREAS

Elementary and Secondary Education

- Literacy Proficiency and Growth – Kindergarten through grade 3
- Mathematics Proficiency and Growth – Grades 6 through 9
- High School Credit Recovery, Completion, and Transition (Workforce or Postsecondary)

Postsecondary Education

- Recruitment and Access
- Retention
- Transfer and Completion

GOAL 1: EDUCATIONAL READINESS (student-centered) – Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.

Objective A: Literacy - Provide effective literacy instruction across grades K-3. L

Performance Measures:

I. **Proficiency: Statewide aggregated % of K-3 students achieving proficiency on the spring administration of the statewide literacy assessment (currently the Idaho Reading Indicator, IRI).**
Benchmark: 75%[1]

II. **Growth: Statewide aggregated percentage of K-3 students whose performance on the statewide literacy assessment increased by at least one sub-category between the fall and spring administrations of the assessment.**
Benchmark: New Measure[2]

Objective B: Mathematics - Provide effective mathematics instruction across grades 6-8. M

Performance Measures:

I. **Proficiency: Statewide aggregated percentage of 6-8 students who achieved proficiency on the spring administration of the statewide mathematics assessment (currently the Idaho Standards Achievement Test, ISAT).**
Benchmark: 43%[3]

II. **Growth: Statewide aggregated percentage of students in grades 6-8 whose performance on the statewide mathematics assessment increased by at least one sub-category between spring-to-spring administrations of the assessment.**

Benchmark: New Measure

Objective C: Graduation: Increase Idaho's high school graduation rate. HS

Performance Measures:

I. **5-Year Adjusted Cohort Graduation Rate (ACGR)[4]**
Benchmark: 87% or more

GOAL 2: EDUCATIONAL ACCESS - Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location**.**

Objective A: Advanced Opportunities – Increase high-school student participation in advanced opportunities.

HS	R/A

Performance Measures:

I. **Percent of high school graduates who were funded for or more advanced opportunities.**
Benchmark: 90% or more

Objective B: Student Engagement - Increase high-school student engagement in exploring postsecondary opportunities.

HS	R/A

Performance Measures:

I. **Percent of Idaho public high school seniors who complete the Free Application for Federal Student Aid (FAFSA).**
Benchmark: 60% or more

II. **Percent of Idaho public high school seniors who submit at least one application through Apply Idaho.**
Benchmark: New Measure

Objective C: College-Going - Increase the rate at which high school graduates pursue postsecondary opportunities.

HS	R/A

Performance Measures:

I. **Percent of high school graduates who enroll in an Idaho public postsecondary institution in the fall immediately following graduation.**
Benchmark: 60%[5] or more

II. **Percent of high school graduates who enroll in an Idaho public postsecondary institution** Within 36 months of high school graduation.
Benchmark: 80%[6] or more

GOAL 3: EDUCATIONAL ATTAINMENT (opportunity) – Idaho's public colleges and universities and career technical education programs fuel a strong workforce pipeline evidenced through a greater numbers of student completing certificates and/or degrees, including workforce credentials.

Objective A: First-Year Student Retention: Increase the retention rate of first-year students into the second year.

R

Performance Measures:

I. **Percentage of new full-time degree-seeking students who return (or who graduate) for second year in an Idaho postsecondary public institution.**
Benchmark: 75%[7] or more

II. **Percent of undergraduate, degree-seeking students completing two full-time semesters[8] per academic year at the institution reporting.**
Benchmark: 55%[9] or more

Objective B: Timely Degree Completion – Increase on-time degree completion.

T/C

Performance Measures:

I. **Percent of full-time first-time freshman graduating within 100% of the allotted time (e.g. 4-year degree in 4 years; 2-year degree in 2 years).**
Benchmark: 30%

II. **Percent of full-time first-time freshman graduating within 150% of the allotted time (e.g. 4-year degree in 6 years; 2-year degree in 3 years).**
Benchmark: 50%

Objective C: Educational Attainment – Increase completion of certificates and degrees through Idaho's educational system.

T/C

Performance Measures:

I. **Percent of total credentials conferred in STEM fields[10].**
Benchmark: 25%

II. **Unduplicated headcount of graduates, by highest level attained.**
Benchmark: 18,000[11]

KEY EXTERNAL FACTORS

The Board's responsibility of governance and oversight of public education in Idaho is focused on providing a high-quality educational system with opportunities and access for all Idaho residents regardless of where they intersect with the educational system. The structure of public education in Idaho provides an opportunity of focusing work towards common goals, however, the work of communicating out these common focus areas and helping each segment of the public education system to understand and make progress in those areas can be difficult when the system or parts of the system are not adequately resourced or there is not a common vision of success or accountability.

EVALUATION PROCESS

The Board convenes representatives from the institutions, agencies, and other interested education stakeholders to review and recommend amendments to the Board's Planning, Policy and Governmental Affairs Committee regarding the development of the K-20 Education Strategic Plan. Recommendations are then presented to the Board for consideration in December. Additionally, the Board reviews and considers amendments to the strategic plan annually, changes may be brought forward from the Planning, Policy, and Governmental Affairs Committee, Board staff, or other ad hoc input received during the year. This review and re-approval takes into consideration performance measure progress reported to the Board in October.

Performance towards meeting the set benchmarks is reviewed and discussed annually with the State Board of Education in October. The Board may choose at that time to direct staff to change or adjust performance measures or benchmarks contained in the K-20 Education Strategic Plan. Feedback received from the institutions and agencies as well as other education stakeholders is considered at this time.

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[1] Benchmark is based on the FY2023 statewide, spring administration, all students, composite outcome of 66%.
[2] New measures are expected to collect baseline data in the first year, and to establish a target and report outcomes in the second year.
[3] Benchmark is based on Accountability Oversight Committee recommendations and reflects the FY23 6-8 aggregated baseline proficiency ate of 38.8%.
[4] 5-Year ACGR considers students who graduate within 4 years of entering 9th grade, plus the summer after 12th grade. Benchmark is based on Accountability Oversight Committee recommendations.
[5] Outcomes over the past five years have fallen by approximately 10% and are most recently reported at 42%. The benchmark remains at 60%.
[6] Outcomes over the past five years have fallen by approximately 10% and are most recently reported at 52%. The benchmark remains at 80%.
[7] The 2021-2022 systemwide outcome was 70%.
[8] A full-time semester at a four-year institution is 30 credit hours. A full-time semester at a two-year institution is 24 credit hours.
[9] The 2021-2022 systemwide outcome was 50%.
[10] For the purpose of this measure, STEM fields will use the CCA/IPEDS Definition.
[11] A supplemental report will separate graduates by credential issued for further analysis. The benchmark for the aggregated total is based on a fiscal year 2023 aggregated total of 17,483 graduates.

Office of the State Board of Education Performance Report

Part I – Agency Profile

Agency Overview

Mission –The mission of the State Board of Education is to drive improvement of the K-20 education system for the citizens of Idaho, focusing on quality, results and accountability.

Vision – The State Board of Education envisions a student-centered education system that creates opportunities for all Idahoans to improve their quality of life.

The Idaho Constitution, Article IX, Section 2, provides that the general supervision of the state educational institutions and public school system of the State of Idaho, "shall be vested in a state board of education, the membership, powers and duties of which shall be prescribed by law." The Idaho educational system, consisting of the diverse agencies, institutions, school districts, and charter schools governed by the State Board of Education; delivers public elementary, secondary, and postsecondary education, training, rehabilitation, outreach, information, and research services throughout the state. These public organizations collaborate to provide educational programs and services that are high quality, readily accessible, relevant to the needs of the state, and delivered in the most efficient manner.

The State Board of Education is comprised of the state superintendent of public instruction, who serves as an ex officio voting member and as board secretary as well as seven (7) members appointed by the Governor. Board members are appointed for a term of five (5) years. H644 (2024) amended Section 33-102, Idaho Code, thereby requiring board members to be representative of seven (7) geographical regions of Idaho. The Board holds six (6) regularly meetings each year.

Section 33-102A establishes the Office of the State Board of Education (OSBE) as an executive agency that operates under the direction of an Executive Director appointed by the governor. OSBE is staffed by 83 FTE and includes expertise in areas such as research, finance, and policy, as well as divisions focused on supporting academic programs, scholarships, and grant management. The Board adopted a revised Strategic Plan in February of 2024, which realigned existing measures and added new areas of focus. This report reflects these changes

Core Functions/Idaho Code

Pursuant to Section 33-101, Idaho Code, the Board is charged with the general supervision, governance and control of all educational institutions and agencies supported in whole or in part by state funds, including public schools, colleges and universities (including special and health program). OSBE is tasked with supporting the Board in its governance role and with implementing the initiatives delegated to the Board or requested by the Board. More specific responsibilities are identified throughout Idaho Code, Title 33. Agencies and Institutions under the Board include:

<u>Four Year Institutions</u>

1) Boise State University
   a) Small Business Development Center
   b) Tech Help
2) Idaho State University
   a) Family Medicine Residency
   b) Idaho Dental Education Program
   c) Museum of Natural History
3) Lewis-Clark State College
4) University of Idaho
   a) WIMU Veterinary Medicine Program
   b) WWAMI Medical Education
   c) Agriculture Research and Extension
   d) Forest Utilization Research
   e) Idaho Geological Survey

<u>Two Year Institutions</u>

5) College of Eastern Idaho
6) College of Southern Idaho
7) College of Western Idaho
8) North Idaho College

<u>Agencies</u>

9) Office of the State Board of Ed.
10) State Department of Ed.
11) K-12 Public School District and Public School Districts and Charter Schools
12) Idaho Division of Career Technical Education
13) Idaho Division of Vocational Rehabilitation
14) Idaho Public Charter School Commission
15) Idaho Public Televisio

Revenue and Expenditures

Office of the State Board of Education Performance Report

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Fund	7,761,000	8,582,900	9,428,100	41,353,500
Federal Grant	502.100	9,036,800[1]	17,650,500	48,002,400
Misc. Revenue	7,831,900	6,924,400	6,963,300	7,020,300
Total	**16,095,000**	**24,544,100**	**34,041,900**	**96,376,200**
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	5,541,000	6,136,500	7,197,300	9,133,700
Operating Expenditures	8,979,000	6,924,400	3,884,300	33,892,800
Capital Outlay[2]	0	6,152,400	6,238,700	6,125,000
Trustee/Benefit Payments	1,575,000	8,334,000	16,721,600	47,224,700
Total	**16,095,000**	**24,544,100**	**34,041,900**	**96,376,200**

Profile of Cases Managed and/or Key Services Provided

In addition to supporting the Board's general supervision and governance duties, the Office of the State Board of Education manages a variety of scholarships, grants, programs, and reporting. The chart below highlights a selection of outcomes. Links are provided for relevant reports and dashboards.

Cases Managed / Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
SCHOLARSHIPS				
Opportunity Scholarship				
• Total Awardees	6,301	6,147	6,272	6,714
• Total Distribution	$20,610,953	$19,900,569	$20,132,982.46	$21,877,136.08
• Total Awardees (Adult Learners)	118	89	81	69
• Total Distributions (Adult Learners)	$329,082	$224,434	$205,621.50	$190,040
GEER UP				
• Total Awardees	769	582	283	195
• Total Distribution	$3,332,961	$1,960,264	$1,070,698	$400,483
Armed Forces/Public Safety Officer Dependent Scholarship				
• Total Awardees	9	13	11	16
• Total Distribution	$98,915	$175,784	$183,717	$235,566.43
Cases Managed / Key Services Provided	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
GRANTS				
Empowering Parents				
• Total Awardees	NA	NA	29,019	49,445
• Total Distribution	NA	NA	$29,019,00	$49,445,000
Rural and Underserved Educator Incentive Program				
• Total Awardees	NA	NA	495	685
• Total Distribution	NA	NA	$741,765.25	$1,443,028.62
Expanding Arts Access in Rural Public Schools				
• Districts awarded	NA	NA	71	71
• Total Distribution	NA	NA	$962,092.29	$999,178.62
Securing Our Future				
• Total Schools awarded	NA	NA	NA	664[1]
• Total Distribution	NA	NA	NA	$19,914,999.80

Cases Managed / Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024

[1] This grant was distributed in 2 rounds.

Office of the State Board of Education Performance Report

PROGRAMS				
See Tell Now (STN) – A confidential and anonymous tipline for all students and schools to use at no cost to the school districts. https://schoolsafety.idaho.gov/see-tell-now/				
• Number of relevant tips received	**57**	**117**	**456**	**582**
• Number deemed urgent/critical	**10**	**28**	**48**	**51**

REPORTS AND DASHBOARDS[2]	
Postsecondary Dashboard	ISBE Postsecondary Dashboard (idaho.gov)
College Going Dashboard	College-Going Dashboard (idaho.gov)
K-12 EVASS Dashboards[3]	https://osbe.sas.com/welcome.html?as=t&aj=bo
2023 Annual Factbook	https://boardofed.idaho.gov/resources/fact-book/
Educator Pipeline Report	https://boardofed.idaho.gov/resources/fy24-educator-pipeline-report/
Additional Reports and Publications	https://dashboard.boardofed.idaho.gov/Publications.html

Part II – Performance Measures

Goal 1: EDUCATIONAL READINESS

Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1. Objective A – Literacy Proficiency – Statewide aggregated % of K-3 students achieving proficiency on the spring administration of the statewide literacy assessment (IRI).	Actual	65.1%	68.2%	65.7%	67.7%	
	Target	*Not Applicable*	*Not Applicable*	*Not Applicable*	*Baseline (New measure)*[4]	*75%*
2. Objective B – Mathematics Proficiency – Statewide aggregated % of 6-8 students who achieve proficiency on the spring administration of the statewide mathematics assessment (ISAT).	Actual	37.5%	39.3%	38.3%	40.8%	
	Target	*Not Applicable*	*Not Applicable*	*Not Applicable*	*Baseline (New measure)*[4]	*43%*
3. Objective C – Graduation 5 YR ACGR – 5 Year Adjusted Cohort Graduation Rate (ACGR).	Actual	*Class of 2021* 80.1%	*Class of 2022* 79.9%	*Class of 2023* 82.5%	*Class of 2024* TBD[5]	
	Target	95%*	95%*	95%*	95%	*87%*[6]

[2] Reports and Dashboards are updated annually. This report includes links to the most recently published annual reports. 2024 annual reports are generally updated in December and will be made available online.
[3] OSBE manages the EVASS dashboard which is specific to learning loss recovery. For a deep dive on K-12 assessment data, please visit the School Report Card, managed by the State Department of Education at: https://idahoschools.org/

[4] The State Board of Education established this measure in February of 2024.
[5] Graduation data for the class of 2024 will not be available until January of 2025. This release date allows for the inclusion of summer graduates as well as an appeal window to address any necessary corrections before the final data is published.
[6] The State Board of Education adjusted this benchmark in February of 2024 to present a more achievable short-term goal.

Office of the State Board of Education Performance Report

4. Objective A – Advanced Opportunities Advanced Opps – % of graduates from Idaho public high schools who were funded for one or more advanced opportunity.						
	Target	*Not Applicable*	*Not Applicable*	*Not Applicable*	*Baseline (New measure)*[8]	*TBD*
5. Objective B – Engagement FAFSA – % of Idaho public high school seniors who complete the Free Application for Federal Student Aid (FAFSA).						
	Target	*Not Applicable*	*Not Applicable*	*Not Applicable*	*Baseline (New measure)*	*TBD*
6. Objective C – College Going Fall Immediate College Going – % of graduates from Idaho public high schools who enroll in and Idaho public postsecondary institution in the fall immediately following graduation.						
	Target	*60%*	*60%*	*60%*	*60%*	*60%*

7. Objective A – Retention First-Year Retention – % of new full-time degree-seeking students who return for a second year in an Idaho public postsecondary institution (or who graduated).						
	Target	*75%*	*75%*	*75%*	*75%*	*75%*
8. Objective B – Timely Completion 100% of Time – % of full-time first-time freshman graduating within 100% of the allotted time. 4-year degree in 4 years [12]						
	Target	*60%*	*60%*	*60%*	*60%*	*50%*[14]

Performance Measure	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025

[7] This data is not yet available for FY24
[8] The State Board of Education elevated this measure from a "cases managed" item to a strategic plan goal in February of 2024. Advanced opportunities include: Advanced Placement, International Baccalaureate, dual credit and industry certification.
[9] Due to federal delays in the release and evaluation of FAFSA in FY24, data for this year may not be entirely comparable to previous years.
[10] The college going rate will not be available until January of 2025.
[11] The percentage currently excludes data from BSU for they will be submitting to the board when data is available in December.
[12] FY 23 and 24, this data preliminary.
[13] Graduation rates will not be available for FY24 until January 2025.
[14] The State Board of Education adjusted this benchmark in February of 2024 to present a more achievable short-term goal.

Office of the State Board of Education Performance Report

9. Objective B – Timely Completion 100% of Time – % of full-time first-time freshman graduating within 100% of the allotted time. 2-year degree in 2 years[12]	Actual	*2019 2-Yr Cohort* 22.1%	*2020 2-Yr Cohort* 22.7%	*2021 2-Yr Cohort* 26.9%	*2022 2-Yr Cohort* N/A[13]	
	Target	*50%*	*50%*	*50%*	*50%*	*50%*
10. Objective C – Attainment STEM – % of total credentials conferred that are STEM field.	Actual	22.4%	22%	24.3%	17.7%	
	Target	*25%*	*25%*	*25%*	*25%*	*25%*

For More Information Contact

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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Office of State Board of Education

Director's Signature

Date 8/28/2024

Please return to:

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304 N. 8th Street, 3rd Floor
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Public Schools Performance Report

Performance Report – Agency Profile

Agency Overview

The Idaho State Department of Education (SDE) is a government agency supporting students and schools. We are responsible for implementing policies, distributing funds, administering statewide assessments, licensing educators, and providing accountability data. We deliver leadership, expertise, and technical assistance to school districts and public charter schools to support the academic learning and achievement of all Idaho students.

The vision of the State Department of Education is to support schools and students to achieve by ensuring:

All Idaho graduates are ready for life and prepared for college, job training and in-demand careers.

The State Department of Education's mission is to provide the highest quality of support and collaboration to Idaho's public schools, teachers, students and parents. The Department is responsible for ensuring that professional development and contracted services align with the statewide goals of supporting early literacy, middle school math, and career/technical education in Idaho. The Department will identify barriers to success, strategies for improvement, and any additional resources necessary to make measurable progress.

Core Functions/Idaho Code

Pursuant to Title 33, chapter 1, Section 125, there is hereby established as an executive agency of the State Board of Education a department known as the State Department of Education. The State Superintendent shall serve as the executive officer of such department and shall have the responsibility for carrying out policies, procedures, and duties authorized by law or established by the State Board of Education for all elementary and secondary school matters, and to administer grants for the promotion of science education as provided in sections 33-128 and 33-129, Idaho Code.

Revenue and Expenditures

Revenue	FY 2021[1]	FY 2022[2]	FY 2023[3]	FY 2024[4]
General Fund	1,886,178,500	2,110,235,800	2,319,809,400	2,698,842,500
Federal Grant	432,702,200	528,359,600	505,545,400	421,704,900
Dedicated Fund	103,282,200	98,979,800	128,652,000	126,498,300
Total	**2,422,162,900**	**2,737,575,200**	**2,954,006,800**	**3,247,045,700**
Expenditure	**FY 2021[5]**	**FY 2022[6]**	**FY 2023[7]**	**FY 2024[8]**
Personnel Costs	0	9,827,900.00	11,167,900.00	14,030,100.00
Operating Expenditures	10,378,800	15,048,500	14,830,400	14,861,400
Capital Outlay	0	231,000	109,000	200,000
Trustee/Benefit Payments	2,411,784,100	2,712,467,800	2,927,899,500	3,217,954,200
Total	**2,422,162,900**	**2,737,575,200**	**2,954,006,800**	**3,247,045,700**

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Number of K-12 School Districts & Charters Supported[9]	115 Districts 66 Charters 1 COSSA	115 Districts 68 Charters 1 COSSA	115 Districts 70 Charters 1 COSSA	115 Districts 74 Charters 1 COSSA
Number of K-12 Public School Students, excluding preschool[10]	307,342	312,643	315,254	314,596
Teacher FTE	17,778[11]	18,097[12]	18,259[13]	18,286[14]

Public Schools Performance Report

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
FTE Student Teacher Ratio	17.29	17.28	17.27	17.2

Part II – Performance Measures

Performance Measure		FY2020	FY 2021	FY 2022	FY 2023	FY 2024
Goal 1 *Ensure 80% of Idaho's K-3 students are proficient readers, as indicated by the Spring Idaho Reading Indicator (IRI).* **Objective A** *Support school district and public charter schools that align with the science of reading.* **Objective B** *Identify 50 "new" Idaho schools that will use the Professional Learning Community (PLC) practice, as a means to ensure their students are achieving reading proficiency on the IRI.*						
I. Percentage of students placing as proficient on the Idaho Reading Indicator (IRI) K-3 (Spring).[15]		***2020-21 School Yr.***	***2021-22 School Yr.***	**2022-23 School Yr.**	**2023-24 School Yr.**	**2024-2025 School Yr.**
	Actual	65 %	68%	65.7%	65.7%	
	Benchmark	*NA*	*NA*	*NA*	*80%*	*80%*

Goal 2 *All Idaho graduates are ready for life and prepared for college, job training and in-demand careers.* **Objective B** *Ensure funding and programs are strategically aligned for student achievement.*						
I. Percentage of high school juniors and seniors. - Opportunities, which technical competency credit, Advanced Placement and International Baccalaureate		***2020-21 School Yr.***	***2021-22 School Yr.***	***2022-23 School Yr.***	***2023-24 School Yr.***	***2024-25 School Yr.***
	Actual	*55.77*	*54.18%*	*57.09%*	*54.98%*[16]	
	Benchmark	*80%*	*80%*	*80%*	*80%*	*80%*
II. Percentage of Idaho high school graduates meeting college placement/entrance exam college readiness benchmarks		***Class of 2021***	***Class of 2022***	***Class of 2023***	***Class of 2024***	***Class 2025***
	SAT	29%	28%	N/A	TBD (available in November)	
	SAT Benchmark	*60%*	*60%*	*60%*	*60%*	*60%*
III. High School Cohort Graduation Rate (4-Year)[17] [18]		***Class of 2021***	***Class of 2022***	***Class of 2023***	***Class of 2024***	***Class of 2025***
	Graduation Rate Actual	80.1%	79.9%	81.1	TBD (available in January)	
	Graduation Rate Benchmark	92.4%	94.9%	94.9%	94.9%	94.9%

Public Schools Performance Report

Goal 3
Idaho attracts and retains great teachers and school building leaders.
Objective A
Work with university and alt-route partners to ensure Idaho teachers are prepared for the difficulties of real-work, classroom teaching.
Objective B
Work with the State Board of Education, Idaho universities, and local districts to provide on-site training and mentorship for teachers in their first and second years of classroom teaching.

		2020-21 School Yr.	2021-22 School Yr.	2022-23 School Yr.	2023-2024 School Yr.	2024-2025 School Yr.
I. Teacher Retention Rate[19]	Actual	90.8%[20]	90.8%[21]	89.5%	TBD (available October)	
	Benchmark	92.%	92%	92%	92%	92%

For More Information Contact

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Phone : (208) 332-6800
Website : www.sde.idaho.gov

[1] https://legislature.idaho.gov/lso/bpa/pubs/lfr/?y=2022
[2] https://legislature.idaho.gov/lso/bpa/pubs/lfr/?y=2023
[3] https://legislature.idaho.gov/lso/bpa/pubs/lfr/?y=2024
[4] https://legislature.idaho.gov/lso/bpa/pubs/lfr/?y=2024
[5] https://legislature.idaho.gov/lso/bpa/pubs/lfr/?y=2022
[6] https://legislature.idaho.gov/lso/bpa/pubs/lfr/?y=2023
[7] https://legislature.idaho.gov/lso/bpa/pubs/lfr/?y=2024
[8] https://legislature.idaho.gov/lso/bpa/pubs/lfr/?y=2024
[9] Historical-Enrollment-by-District-or-Charter.xlsx (live.com)
[10] Historical-Enrollment-by-District-or-Charter.xlsx (live.com)
[11] Historical-Enrollment-by-District-or-Charter.xlsx (live.com)
[12] Historical-Enrollment-by-District-or-Charter.xlsx (live.com)
[13] 2022-2023 Statewide Certificated Staff Salary Report (idaho.gov)
[14] 2022-2023 Statewide Certificated Staff Salary Report (idaho.gov)
[15] New assessment administered in 2018/19 School Year. Benchmarks to be determined after 2 years of data is available.
[16] This is preliminary data. The SDE provides a full Advanced Opportunities Report to the legislature in December each year, after the data set has been finalized.
[17] https://idahoschools.org/state/ID/graduation, Four Year Graduation Rate
[18] https://www.sde.idaho.gov/topics/consolidated-plan/files/Idaho-Consolidated-State-Plan-2019-Amendment.pdf
[19] https://idahoschools.org/state/ID/teacher-quality, Teacher Retention Rate
[20] https://idahoschools.org/state/ID/teacher-quality, Teacher Retention Rate
[21] https://idahoschools.org/state/ID/teacher-quality, Teacher Retention Rate

Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: State Department of Education

Director's Signature

8/15/2024
Date

Please return to:

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College of Eastern Idaho Performance Report

Part I – Agency Profile

Agency Overview

College of Eastern Idaho (CEI) is a comprehensive community college. It is a place of hope and opportunity. This campus serves a vibrant, hardworking region that believes that higher education should strengthen the economy and prepare its local citizens to take the region's best jobs. To do that, CEI invites the entire community to this campus, offering them a wide range of educational experiences that build lifelong learning and collaboration.

CEI's main campus has served the community for more than half a century. Since transitioning to a comprehensive community college in 2017, that service has grown exponentially. CEI has grown an already thriving workforce training and community education division, generating more than 90% more career education opportunities since 2017. The academic population has grown every year, too, with a 265% increase from 2017 to 2024.

The college now offers 18 degree programs, 10+ workforce programs, 22 certificate programs, and many other educational offerings. The college has built or expanded programs that align with the state's priorities to have more graduates in high-demand fields like cybersecurity, healthcare, and nuclear energy. Faculty works closely with industry partners to ensure that CEI graduates are well prepared to meet employer challenges. The college aligns its offerings with its peers to allow seamless transfer to four-year institutions.

CEI is committed to being a welcoming, data-informed institution whose graduates are respected and sought by our regional employers. CEI students choose this campus to become highly trained employees, leaders, and entrepreneurs. Faculty and staff work every day to meet their ambitions. CEI's quality education opens access to lifelong prosperity. The entire Idaho community shares in that success.

Core Functions/Idaho Code

College of Eastern Idaho provides career and technical, academic transfer, and community education opportunities.

Idaho Statute Title 33, Chapter 21.

Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024*
General Fund and Misc. Receipts	13,079,571	13,495,174	14,794,226	
Grants and Contracts	12,141,098	29,394,296	29,400,733	
Student Fees	3,035,131	3,480,939	3,879,745	
Capital Grants and Appropriations	0	0	0	
Sales and Services	1,317,346	1,558,987	1,730,541	
Other	505,523	3,040,813	1,227,796	
Total	**30,078,669**	**50,970,209**	**51,033,041**	
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024***
Personnel Costs	17,181,484	17,371,312	20,481,416	
Operating Expenses	1,249,764	13,891,439	13,897,185	
Capital Outlay	584,776	554,939	50,946	
Total	**30,016,024**	**31,817,690**	**34,429,547**	

**FY 2023 financial numbers will be provided in November, 2023*

College of Eastern Idaho Performance Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Annual Enrollment Headcount, unduplicated				
Career & Technical Education	648	672	655	706
General Studies & Non-Degree	1,245	1,235	1,172	1,182
Dual Credit	734	1,318	1,641	1,801
TOTAL	2,627	3,225	3,468	3,689
Dual Credit Total Credit Count				
Total annual credit hours	4,298	7,369	9,012	10,902
Annual Enrollment FTE				
Career & Technical Education	358	417	385	458
General Studies[i]	739	795	881	906
Workforce Training Headcount, duplicated	14,582	17,494	20,068	14,460
Timely Degree Completion III: Total number of certificates/degrees produced, disaggregated				
Certificates of less than one year	9	3	1	5
Certificates of 1 academic year or more	110	103	116	153
Associate's degrees	229	276	278	319
Timely Degree Completion IV: Total number of unduplicated graduates				
Certificates of less than one year	9	3	1	5
Certificates of 1 academic year or more	110	102	115	148
Associate's degrees	222	263	263	304
Positive Placement of Career Technical Education Completers[ii]	FY 2020 Cohort 96%	FY 2021 Cohort 99%	FY 2022 Cohort 97%	FY 2023 Cohort 98%

College of Eastern Idaho Performance Report

Part II – Performance Measures

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Institutional Goal 1, Objective A, Measure 2 *Innovation and Economic Development.*						
1. Increase the percentage of entering CEI students who enroll in CEI programs during the first year after high school graduation.	actual	41%	40%	43%	40%	-----
	target	*33%*	*37%*	*39%*	*40%*	*46%*

Statewide Measures *Not included above.*						
2. Timely Degree I - Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting.	actual	*11%*	*11%*	*12%*	*10%*	-----
	target	*10%*	*10%*	*10%*	*12%*	*13%*
3. Timely Degree II - Percent of full-time first-time freshman graduating within 150% of time or less (2yr and 4yr)	actual	*46%*	*44%*	*35%*	*37%*	-----
	target	*65%*	*55%*	*60%*	*60%*	*37%*
4. Reform Remediation V- Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher. (English and Math)	actual	*45%*	*66%*	*66%*	*63%*	-----
	target	45%	39%	39%	70%	69%
5. Math Pathways VI - Percent of new degree-seeking freshmen completing a gateway math course within two years.	actual	*70%*	*71%*	*70%*	*60%*	-----
	target	*30%*	*30%*	*20%*	*58%*	*73%*
6. Guided Pathways VII - Percent of first time, full-time freshman graduating within 100% of time.[iii]	actual	*41%*	*33%*	*28%*	*36%*	-----
	target	*45%*	*45%*	*50%*	*40%*	*25%*

College of Eastern Idaho Performance Report

Performance Measure Explanatory Notes

[i] Includes all general education students, including adult learners, dual credit, and non-degree seeking students

ii Per Perkins requirements, the placement rates are one year delayed (e.g., the FY 2023 figure is reporting on the FY2022 report which surveys graduates from Summer 2021, Fall 2021, and Spring 2022).

[iii] The most current data is preliminary because the registrar may still process graduation applications after this due date. CEI will make any necessary revisions in November when it submits FY 2024 financial data.

For More Information Contact

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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Institutional Research



Director's Signature — August 15, 2024 Date



President's Signature — August 15, 2024

Please return to:

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College of Southern Idaho Performance Report

Part I – Agency Profile

Agency Overview

The College of Southern Idaho (CSI) represents a shared vision and a collaborative effort of the citizens of south-central Idaho. In 1963, the Idaho Legislature passed the Junior College Act, which provided for the establishment of junior college districts. Twin Falls County voted to form a junior college district in November 1964. The following year Jerome County citizens voted to join the junior college district and the college began offering courses in the fall of 1965.

CSI continues to be funded by the two-county community college district, student tuition and fees, and state allocations, and operates under the direction of a locally elected five-member Board of Trustees in cooperation with the Idaho State Board of Education. The Board of Trustees hired Dr. James L. Taylor as the first president of the College of Southern Idaho. He served as president until his death in November of 1982. Gerald R. Meyerhoeffer became president in 1983, Dr. Gerald Beck became CSI's third president in 2005, and Dr. Jeff Fox was selected to be the College of Southern Idaho's fourth president in 2014. On June 1, 2020, Dr. L. Dean Fisher was selected to be the fifth president of the College of Southern Idaho, and he continues to serve in that role.

CSI's service area is defined in Idaho Code primarily as an eight-county area consisting of Twin Falls, Jerome, Lincoln, Camas, Blaine, Gooding, Minidoka, and Cassia counties. CSI offers programs and courses at its more than 315-acre main campus in Twin Falls, as well as at off-campus centers in Burley (Mini-Cassia Center), and Jerome (Jerome Center). Additionally, CSI offers Early College opportunities at dozens of high schools throughout Idaho.

The College of Southern Idaho's mission is to provide quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities it serves. Students can choose from a wide range of transfer and career-technical programs with more than 110 program completion options ranging from short-term certificates to two-year associate degrees. The college also offers one Bachelor of Applied Science degree. Additionally, CSI provides workforce training opportunities to its students, along with basic skills, Adult Basic Education, and English as a Second Language courses for students requiring pre-college-level work.

Faculty teach in a variety of modalities including face-to-face in traditional classrooms and laboratories, online (both synchronously and asynchronously), and via other hybrid combinations. CSI partners with sister public post-secondary institutions in Idaho, which offer more than 50 bachelor's, master's, and other terminal degrees for students on the CSI campus or via online delivery. CSI is also active within its community, offering various enrichment courses, cultural and athletic events, business partnerships, and supporting economic development.

The institution was initially accredited by the Northwest Commission on Colleges and Universities (NWCCU) in 1968 and has had its accreditation continuously reaffirmed by NWCCU, most recently in June 2022.

Core Functions/Idaho Code

The College of Southern Idaho was established and is governed under Chapter 21 of Title 33 of Idaho Code. The primary function of the College of Southern Idaho as stated in Idaho Code is "instruction in academic subjects, and in such non-academic subjects as shall be authorized by its board of trustees" (Section 33-2102, Idaho Code).

College of Southern Idaho — Performance Report

Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
Academic Appropriation	$13,797,500	$15,303,300	$17,146,200	$18,468,500
One Time Appropriation	$0	$0	$0	$0
Liquor Fund	$200,000	$200,000	$200,000	$200,000
Inventory Phaseout	$752,500	$820,800	$849,050	$839,649
Property Taxes	$8,794,600	$9,433,700	$9,686,430	$10,616,758
Tuition & Fees	$13,309,100	$13,551,900	$13,772,913	$15,049,450
County Tuition	$1,811,600	$2,153,000	$2,447,621	$2,450,485
Other	$1,698,700	$1,455,900	$1,673,986	$1,767,858
Total	**$40,364,000**	**$42,918,600**	**$45,776,200**	**$49,392,700**
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	$25,768,000	$26,804,000	$29,520,300	$30,701,900
Operating Expenditures	$10,640,000	$14,989,000	$15,993,200	$15,066,800
Capital Outlay	$3,956,000	$1,125,600	$262,700	$3,624,000
Total	**$40,364,000**	**$42,918,600**	**$45,776,200**	**$49,392,700**

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Annual Enrollment (Undup. Headcount) Career Technical Academic (Source: State Board of Education (SBOE) Post-Secondary (PSR) Annual Enrollment Report)	12,944 1,060 11,884 (2020-2021)	14,386 1,140 13,246 (2021-2022)	15,178 1,133 14,045 (2022-2023)	16,586 1,076 15,510 (2023-2024)
Annual Enrollment (Full Time Equivalent) Career Technical Transfer (Source: SBOE PSR Annual Enrollment Report)	4,105.0 775.4 3,329.6 (2020-2021)	4,447.7 815.7 3,632.0 (2021-2022)	4,599.5 912.8 3,686.7 (2022-2023)	4,899.9 940.7 3,959.2 (2023-2024)
Dual Credit Enrollment Unduplicated Headcount Total Credit Hours (Source: SBOE Dual Credit Enrollment Report)	7,472 42,793 (2020-2021)	8,866 51,879 (2021-2022)	9,682 57,488 (2022-2023)	11,066 69,614 (2023-2024)
Remediation Rate First-Time, First-Year Students Attending Idaho High School within Last 12 Months (broken out by math and English) (Source: CSI) (Required for Idaho State Board Strategic Plan)	Math 32.9% (223/678) English 9.0% (61/678) (2020-2021)	Math 20.0% (145/724) English 5.1% (37/724) (2021-2022)	Math 13.5% (89/660) English 4.7% (31/660) (2022-2023)	Math 18.3% (119/650) English 4.9% (32/650) (2022-2023)
Timely Degree Completion-Completions Total number of certificates/degrees produced, broken out by certificates of one academic year or more; associate degrees (Source: IPEDS[1] Completions Report) (Statewide Performance Measure)	1,094[2] completions 147 certificates 947 degrees[2] (2020-2021)	1,143[2] completions 134 certificates 1009 degrees[2] (2021-2022)	1,132[2] completions 141 certificates 991 degrees[2] (2022-2023)	1,239[2] completions 173 certificates 1066 degrees[2] (2023-2024)

College of Southern Idaho Performance Report

Timely Degree Completion-Completers Total number of unduplicated graduates, broken out by certificates of one academic year or more and associate degrees (Source: IPEDS Completions Report) (Statewide Performance Measure)	979[2] graduates 147 certificates 876 degrees[2] (2020-2021)	1,027[2] graduates 134 certificates 943 degrees[2] (2021-2022)	1,079[2] graduates 139 certificates 940 degrees[2] (2022-2023)	1,149[2] graduates 169 certificates 980 degrees[2] (2023-2024)
Workforce Training Completions Total Duplicated Completions (Source: State Workforce Training Report)	7,367 (2020-2021)	5,948 (2021-2022)	6,583 (2022-2023)	6,731 (2023-2024)
Positive Placement of Career Technical Education Completers Percentage Placed (Source: CTE Postsecondary Follow-Up Report)	98% (2019-2020 graduates)	99% (2020-2021 graduates)	93% (2021-2022 graduates)	96% (2022-2023 graduates)

Part II – Performance Measures

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Strategic Goal #3: Drive Student Success **Objective 3.2: Increase the rate of college completion by removing barriers, providing targeted support measures, creating multiple pathways to completion, and increasing flexible schedule options.**						
1. Timely Degree Completion-Credits completed per academic year Percentage of undergraduate, degree-seeking students completing 30 or more credits per academic year (Source: CSI) (Goal 3 Objective 3.2; Measure 3.2.1) (Statewide Performance Measure)	actual	*(2020-21)* 13% (467/3,676)	*(2021-22)* 13% (496/3,810)	*(2022-23)* 13% (510/3,795)	*(2023-24)* 14% (511/3,767)	
	target	*12%*	*15%*	*15%*	*15%*	15%
Strategic Goal #3: Drive Student Success **Objective 3.2: Increase the rate of college completion by removing barriers, providing targeted support measures, creating multiple pathways to completion, and increasing flexible schedule options.**						
2. Timely Degree Completion-150% Percentage of first-time, full-time degree/certificate seeking students who graduate within 150% of time (Source: IPEDS) (Goal 3; Objective 3.2; Measure 3.2.2) (Statewide Performance Measure)	actual	*Fall 2018 Cohort* 36% (210/591)	*Fall 2019 Cohort* 44% (297/677)	*Fall 2020 Cohort* 43% (295/686)	*Fall 2021 Cohort* TBD	
	target	*30%*	*35%*	*42%*	*44%*	45%
Strategic Goal #3: Drive Student Success **Objective 3.2: Increase the rate of college completion by removing barriers, providing targeted support measures, creating multiple pathways to completion, and increasing flexible schedule options.**						
3. Guided Pathways-100%	actual	*Fall 2019 Cohort* 31% (208/677)	*Fall 2020 Cohort* 31% (212/686)	*Fall 2021 Cohort* 34% (238/697)	*Fall 2022 Cohort* TBD	

College of Southern Idaho Performance Report

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Percentage of first-time, full-time degree/certificate seeking students who graduate within 100% of time (Source: IPEDS) (Goal 3; Objective 3.2; Measure 3.2.3) (Statewide Performance Measure)	*target*	*19%*	*22%*	*33%*	*33%*	30%
Strategic Goal #3: Drive Student Success Objective 3.1: Adapt learning environments, regardless of modality, to engage our diverse student population and to enhance student attainment of educational goals while using innovative technologies and pedagogies.						
4. Remediation Reform-Math Percent of undergraduate, degree-seeking students who took a remedial course and completed a subsequent credit-bearing course (in the area identified as needing remediation) with a "C" or higher (Source: CSI) (Goal 3; Objective 3.1; Measure 3.1.1) (Statewide Performance Measure)	actual	*(2020-21)* 48% (484/1,012)	*(2021-22)* 51% (384/759)	*(2022-23)* 44% (231/525)	*(2023-24)* 42% (139/332)	
	target	*40%*	*48%*	*50%*	*52%*	50%
Strategic Goal #3: Drive Student Success Objective 3.1: Adapt learning environments, regardless of modality, to engage our diverse student population and to enhance student attainment of educational goals while using innovative technologies and pedagogies.						
5. Remediation Reform-English Percent of undergraduate, degree-seeking students who took a remedial course and completed a subsequent credit-bearing course (in the area identified as needing remediation) with a "C" or higher (Source: CSI) (Goal 3; Objective 3.1; Measure 3.1.2) (Statewide Performance Measure)	actual	*(2020-21)* 71% (151/214)	*(2021-22)* 69% (115/168)	*(2022-23)* 71% (72/101)	*(2023-24)* 67% (54/80)	
	target	72%	*78%*	*75%*	*75%*	70%
Strategic Goal #3: Drive Student Success Objective 3.1: Adapt learning environments, regardless of modality, to engage our diverse student population and to enhance student attainment of educational goals while using innovative technologies and pedagogies.						
6. Math Pathways Percent of new degree-seeking freshmen completing	actual	*(2020-21)* 50% (517/1,030)	*(2021-22)* 51% (597/1,183)	*(2022-23)* 52% (641/1,225)	*(2023-24)* 48% (619/1,285)	

College of Southern Idaho Performance Report

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
a gateway math course within two years (Source: CSI) (Goal 3; Objective 3.1; Measure 3.2.3) (Statewide Performance Measure)	target	*43%*	*50%*	*52%*	*52%*	55%
Strategic Goal #2: Optimize Student Access **Objective 2.1: Establish robust support systems and processes that enhance and expand opportunities for entry, reentry, and retention.**						
7. Retention Rates Percentage of first-time, full-time, degree-seeking students retained or graduated the following year (Source: IPEDS) (Goal 2; Objective 2.1; Measure 2.1.3)	actual	*Fall 2019 Cohort* New Students 66% (445/678) Transfer 57% (63/110)	*Fall 2020 Cohort* New Students 60% (412/686) Transfer 62% (73/118)	*Fall 2021 Cohort* New Students 64% (448/697) Transfer 51% (65/127)	*Fall 2022 Cohort* New Students 64% (424/658) Transfer 56% (75/133)	
	target	*60% (New Students)*	*63% (New Students)*	*67% (New Students)*	*67% (New Students)*	*67% (New Students)*

Performance Measure Explanatory Notes

[1] Integrated Postsecondary Education Data System (IPEDS)

[2] Excludes graduates in the Bachelor of Applied Science program.

For More Information Contact

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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: College of Southern Idaho

Director's Signature

8/16/24
Date

Please return to:

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Boise, Idaho 83720-0032

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College of Western Idaho Performance Report

Part I – Agency Profile

Agency Overview

The College of Western Idaho (CWI) is Idaho's largest community college and is located in the vibrant and active Treasure Valley area. CWI has quickly become a valuable college resource for the region.

CWI is a comprehensive community college fostering student learning and development academically, as well as personally and occupationally. CWI offers undergraduate, professional-technical, fast-track career training, and adult education. With nearly 100 credit programs and dozens of non-credit courses, students have an abundance of options when it comes to developing career skills or preparing for further study at a baccalaureate institution. CWI serves as an exceptional economic engine for western Idaho, serving the local business and industry training needs with customized training to garner an edge in today's competitive market.

CWI's service area is unique, and the area's characteristics have implications for the future of local higher education. CWI's service area includes Ada County, Adams County, Boise County, Canyon County, Gem County, Payette County, Valley County, Washington County, and portions of Elmore and Owyhee Counties.

CWI adheres to Idaho Code Title 33 Education, Chapter 21 Junior (Community) Colleges. Policies of the Idaho State Board of Education that apply to CWI are limited as specified by Board Policy Section III, Subsection A.

Core Functions/Idaho Code

CWI is a two-year comprehensive community college as defined by Idaho Code 33, Chapters 21 and 22. The core functions of CWI are to provide instruction in: 1) academic courses and programs, 2) career-technical courses and programs, 3) workforce training through short- term courses and contract training for business and industry, and 4) non-credit, special interest courses.

Revenue and Expenditures[1]

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Funds–Gen Ed	$15,168,300	$17,188,500	$19,095,000	
Liquor Fund	200,000	200,000	200,000	
Property Taxes	9,804,500	10,386,800	10,982,200	
Tuition and Fees	24,557,500	23,669,000	22,940,700	
County Tuition	954,200	971,900	1,058,400	
Misc. Revenue	1,115,300	1,738,100	3,189,700	
Total	**$51,799,800**	**$54,154,300**	**$57,466,000**	
General Funds - CTE	8,906,300	9,536,900	10,345,000	
Total (with General Funds - CTE)	**$60,706,100**	**$63,691,200**	**$67,811,000**	
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	$41,367,700	$40,601,800	$46,815,200	
Operating Expenditures	11,667,900	12,278,000	15,016,300	
Capital Outlay	1,906,800	1,722,200	734,600	
Total	**$54,942,400**	**$54,602,000**	**$62,566,100**	

Footnotes

[1] Financials represent Total Expenditures on the Budget Request (B2) submitted to the Idaho SBOE. FY 2024 audited financials are available end of October 2024.

College of Western Idaho Performance Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Annual Enrollment Headcount[2] Career & Technical Academic *(PSR 1 Annual Enrollment Report, SBOE)*	 1,017 19,762	 1,012 20,120	 1,558 19,800	 1,759 20,186
Annual Enrollment FTE[2] Career & Technical Academic *(PSR 1 Annual Enrollment Report, SBOE)*	 690 6,013	 678 5,792	 681 5,729	 792 5,842
Dual Credit Headcount (unduplicated) Total Annual Credit Hours Total Annual Student Headcount *(Annual Dual Credit Enrollment Report, SBOE)*	 64,590 11,310	 68,238 12,252	 74,950 13,053	 79,039 13,524
Workforce Training Headcount (duplicated)[3] *(Workforce Training Network Report, Idaho Career and Technical Education)*	6,131	5,884	11,543	13,919
AE/ASE/ESL (unduplicated)[4] *(Adult Education Workforce Innovation and Opportunity Act (WIOA) Title II Report*, Idaho Career and Technical Education)* **Ignores minimum attendance*	1,965	3,197	3,408	3,718
Total number of certificates/degrees produced Certificates of *one academic year* or more *(system-wide measure III)*	328	302	277	230
Total number of certificates/degrees produced Associate degrees *(system-wide measure III)*	944	1,037	991	1,001
Number of unduplicated graduates Certificates of one academic year or more *(system-wide measure IV)*	259 *(1,086 w/General Education Awards)*	241 *(1,260 w/General Education Awards)*	227 *(1,096 w/General Education Awards)*	200 *(1,106 w/General Education Awards)*
Number of unduplicated graduates Associate degrees. *(system-wide measure IV)*	913	1,009	962	966

Footnotes

[2] Academic includes Dual Credit students. Beginning FY 2023, CTE reflects students enrolled in an approved CTE program of study and taking at least one required course in that program of study, including general education. Prior to FY 2023, CTE reflects the Perkins definition of a CTE Participant, which are CTE students who also complete a CTE course.

[3] In FY 2023, CWI Workforce Development Apprenticeship programs' annual course enrollment model moved from a single 9-month course to multiple 8-week courses, resulting in an increase in duplicated Workforce Development headcount.

[4] AE: Adult Education, ASE: Adult Secondary Education, ESL: English as a Second Language

College of Western Idaho Performance Report

FY 2024 Performance Highlights

- Graduation rates have improved since implementing new student advising models and guided pathways. (Noted in performance measures 5 and 6.)
- Math Remediation and gateway math completion have increased due to an improved CWI hybrid emporium remedial math model, co-requisite math options, a technical math course, and targeted coaching for math placement and remedial coursework thanks to the addition of a full-time Math Coach (a Fiscal Year 2024 line item request under STEM). (Noted in performance measures 3 and 4.)

Part II – Performance Measures

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Timely Degree Completion I						
1. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting. *(system-wide measure I)*	actual	***4%***	***4%***	***4%***	***5%***	
	Target	*>=8%*	*>=8%*	*>=5%*	*>=5%*	*>=5%*

Reform Remediation V						
2. Percent of undergraduate, degree-seeking students who took a remedial course and completed a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher. a) English *(system-wide measure V)*	actual	***70%***	***64%***	***65%***	***67%***	
	Target	*>=72%*	*>=72%*	*>=72%*	*>=70%*	*>=70%*
3. Percent of undergraduate, degree-seeking students who took a remedial course and completed a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher. b) Math *(system-wide measure V)*	actual	***25%***	***25%***	***30%***	***51%***	
	Target	*>=25%*	*>=25%*	*>=27%*	*>=27%*	*>=35%*

College of Western Idaho Performance Report

Math Pathways VI						
4. Percent of new degree-seeking freshmen completing a gateway math course within two years *(system-wide measure VI)*	actual	***31%***	***30%***	***32%***	***59%[5]***	
	Target	*>=25%*	*>=25%*	*>=33%*	*>=33%*	*>=34%*

Timely Degree Completion II						
5. Percent of first-time, full-time, freshmen graduating within 150% of time. *(system-wide measure II)*	actual	***25%*** *(Fall 2018 Cohort)*	***27%*** *(Fall 2019 Cohort)*	***27%*** *(Fall 2020 Cohort)*	*NA*[6] *(Fall 2021 Cohort)*	
	Target	*>=26%*	*>=26%*	*>=26%*	*>=27%*	*>=30%*

Guided Pathways VII						
6. Percent of first-time, full-time freshmen graduating within 100% of time *(system-wide measure VII)*	actual	***16%*** *(Fall 2019 Cohort)*	***15%*** *(Fall 2020 Cohort)*	***19%*** *(Fall 2021 Cohort)*	*NA*[6] *(Fall 2022 Cohort)*	
	Target	*>=19%*	*>=19%*	*>=19%*	*>=16%*	*>=20%*

Footnotes

[5] FY24 value for performance measure 4 reflects OSBE's updated methodology for calculating this measure.
[6] FY24 values for performance measures 5 and 6 are not available at the time of this reporting, as data is still being collected. Graduation rates will be submitted with the FY24 financials in October 2024.

For More Information Contact

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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Institutional Effectiveness - CWI

Alexa Malepeai
Director's Signature

8/15/24
Date

Please return to:

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North Idaho College Performance Report

Part I – Agency Profile

NIC is so much more than a starting point – it's a launch pad to better opportunities for all residents of North Idaho.

North Idaho College is a comprehensive community college established in 1933 on the shores of Lake Coeur d'Alene at the headwaters of the Spokane River. NIC's vibrant college community includes 5,000+ students enrolled in credit courses and more than 5,200 students taking non-credit courses. College faculty and staff relentlessly focus on providing a rich, rewarding higher education experience for every student.

NIC offers a broad spectrum of career paths for students to choose from, with more than 80 academic degree and career and technical education certificate programs. These career pathways at NIC cover various interest areas, including arts, communications and humanities; healthcare; science, technology, engineering and math; business administration and management; manufacturing and trades; and social sciences and human services.

With state-of-the-art facilities, the college's beautiful main campus is in Coeur d'Alene, Idaho, a waterfront city of 56,000+ residents. Coeur d'Alene lies within Kootenai County, which is home to approximately 185,000 citizens. The larger city of Spokane, Washington, is just 34 miles west. The greater Spokane-Coeur d'Alene metropolitan area, with a population of 781,000+, is the economic and cultural center of the U.S. Inland Northwest.

NIC plays a vital role in the region's economic development by preparing competent, trained employees for area businesses, industries and governmental agencies. NIC's service area is the Idaho Panhandle, which includes Kootenai, Benewah, Bonner, Shoshone and Boundary counties.

Beyond Coeur d'Alene, NIC meets the diverse educational needs of residents of Idaho's five northern counties with the NIC at Sandpoint, online services and courses and comprehensive outreach services. The college's regional facilities include the NIC Parker Technical Education Center in Rathdrum and the Workforce Training Center in Post Falls.

Core Functions/Idaho Code

North Idaho College is a two-year community college as defined by Idaho Code 33, Chapter 21 and 22. The core functions of North Idaho College are to provide instruction in academic courses and programs and in career and technical courses and programs. As a part of career and technical education, the college also offers workforce training through short-term courses, contract training for business and industry, and non-credit, special interest courses.

As a second core function, the college confers the associate of arts degree and the associate of science degree for academic programs, and confers the associate of applied science degree and certificates for career and technical programs. Students obtaining an associate of arts or an associate of science degree can transfer with junior standing to all other Idaho public colleges and universities.

North Idaho College Performance Report

Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Funds	$11,805,400	$12,980,400	$14,566,100	$14,982,400
Economic Recovery	$0	$0	$0	$0
Liquor Fund	$200,000	$200,000	$200,000	$200,000
Property Taxes	$16,894,100	$17,309,100	$17,659,100	$17,820,607
Tuition and Fees	$11,002,300	$11,206,400	$10,242,200	$8,630,199
County Tuition	$676,400	$583,100	$537,900	$480,850
Misc. Revenue	$6,799,400	$5,547,700	$7,544,600	$4,047,786
Total	**$47,377,600**	**$47,826,700**	**$50,749,900**	**$46,161,842**
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	$29,549,800	$29,291,500	$30,691,100	$28,478,263
Operating Expenditures	$17,040,400	$17,862,300	$19,660,300	$17,534,467
Capital Outlay	$787,400	$672,900	$398,500	$149,112
Total	**$47,377,600**	**$47,826,700**	**$50,749,900**	**$46,161,842**

Source for FY21-FY23: Audited financials (actuals) as stated on the B2 report submitted to SBOE.
Source for FY24: Unaudited preliminary financials.

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Unduplicated Annual Headcount [1] CCM 146 Total Annual Enrollment General Studies Headcount Career & Technical Headcount	6,098 5,368 730	5,717 5,085 632	5,478 4,920 558	5,060 4,549 511
Annual Full-Time Equivalent [2] CCM 150 Total Annual Full-Time Equivalent General Studies FTE Career & Technical FTE	2,876 2,376.1 500.2	2,784 2,338.9 445.2	2,593 2,203.4 389.8	2,385 2,032.2 353.3
Dual Credit - Headcount CCM 017 Unduplicated Annual Headcount Percentage of Total Headcount	1,670 27% of total	1,636 29% of total	1,750 32% of total	1,650 33% of total
Dual Credit – Credit Hours CCM 019 Annual Credit Hours Percentage of Total Credits	18,534 21% of total	18,722 22% of total	18,743 24% of total	17,719 25% of total
Workforce Training [3] CCM 149 Unduplicated Annual Headcount	4,794	4,189	4,757	5,236
Adult Basic Education [4] CCM 147 Unduplicated Annual Headcount	284	316	248	254
GED Completions [4] CCM 154 Number of Credentials Awarded	35	58	47	64

North Idaho College — Performance Report

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Timely Degree Completion - Completions [5]				
Total number of certificates/degrees produced	1,469	1,380	1,523	1,416
Certificates of less than one year	96	83	119	131
Certificates of at least one year	639	568	661	601
Associate degrees	734	729	743	684
CCM 238/Metric 120				
Timely Degree Completion - Completers [6]				
Total number of unduplicated graduates	921	893	952	888
Certificates of less than one year	85	68	112	115
Certificates of at least one year	629	550	625	568
Associate degrees	676	676	697	640
CCM 239/Metric 170				

[1] General Studies includes Dual Credit and Non-Degree Seeking students.

[2] General Studies and Career & Technical FTE is based on total credits for the year (end-of-term, summer, fall, and spring terms) divided by 30. Credits are determined by student type.

[3] New methodology beginning in FY2022. Workforce Training Center no longer includes Continuing Education.

[4] Unduplicated annual headcount reflects students taking 12 hours of instruction or more. Number of credentials awarded reflects number who attained GED out of the number of participants. Source: National Reporting System for Adult Education (NRS) Table 4.

[5] Total awards by award level, as reported to IPEDS. FY23 figures were updated on 12/8/2023 to reflect latest data available (IPEDS actuals). FY24 figures are pre-IPEDS submission and should be considered preliminary at this point. Statewide Performance Measure. Note: Certificates of at least one year include General Education Certificates (FY21 = 527, FY22 = 458, FY23 = 538, FY24 preliminary = 474.

[6] Distinct count of graduates per attainment level, as reported to IPEDS. Counts are unduplicated by award level. FY23 figures were updated on 12/8/2023 to reflect latest data available (IPEDS actuals). Statewide Performance Measure. FY24 figures are pre-IPEDS submission and should be considered preliminary at this point. Statewide Performance Measure. Note: Certificates of at least one year include General Education Certificates (FY21 = 527, FY22 = 458, FY23 = 538, FY24 preliminary = 474.

North Idaho College Performance Report

Part II – Performance Measures

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Strategic Plan Goal 1: Student Success A vibrant, lifelong learning environment that engages students as partners in achieving educational goals to enhance their quality of life						
1. Timely Degree Completion – Credits Completed per Academic Year [1] Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting (Goal 1, Objective C, Statewide Performance Measure) CCM 195/Metric 50	actual	10.2% (284/2785)	10.3% (268/2605)	11.2% (259/2306)	12.4% (261/2102)	----------
	target	N/A	N/A	11%	11%	11%
2. Timely Degree Completion – 150% [2] Percent of first-time, full-time, freshmen graduating within 150% of time (Goal 1, Objective C, Statewide Performance Measure) CCM 196/Metric 40	*actual*	28.3% (194/686) Fall 18 Cohort *(IPEDS)*	26.4% (170/644) Fall 19 Cohort *(IPEDS)*	35.7% (212/594) Fall 20 Cohort *(IPEDS)*	36.9% (226/613) Fall 21 Cohort *(IPEDS)*	----------
	target	N/A	28%	28%	28%	28%
3. Guided Pathways – 100% [3] Percent of first-time, full-time freshmen graduating within 100% of time (Goal 1, Objective C, Statewide Performance Measure) CCM 199/Metric 180	*actual*	17.4% (112/644) Fall 19 Cohort *(IPEDS)*	25.4% (151/594) Fall 20 Cohort *(IPEDS)*	29.5% (181/613) Fall 21 Cohort *(IPEDS)*	24.7% (129/523) Fall 22 Cohort *(IPEDS)*	----------
	target	N/A	17%	19%	19%	19%

North Idaho College Performance Report

Strategic Plan Goal 2: Educational Excellence High academic standards, passionate and skillful instruction, professional development, and innovative programming while continuously improving all services and outcomes						
4. Math Pathways [4] Percent of new degree-seeking freshmen completing a gateway math course within two years (Goal 2, Objective A, Statewide Performance Measure) CCM 198/Metric 70	actual	52.5% (294/560) 18-19 Cohort	52.3% (274/524) 19-20 Cohort	58.3% (297/509) 20-21 Cohort	58.9% (298/506) 21-22 Cohort	----------
	target	N/A	N/A	55%	55%	55%
5. Remediation Reform [5] MATH: Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher. (Goal 2, Objective A, Statewide Performance Measure) CCM 203/Metric 60	actual	30.9% (146/473) 19-20 Cohort	30.6% (129/422) 20-21 Cohort	35.5% (138/389) 21-22 Cohort	40.0% (155/388) 22-23 Cohort	----------
	target	N/A	N/A	33%	33%	33%
6. Remediation Reform [6] ENGLISH: Percent of undergraduate, degree-seeking students taking a remediation course completing a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C" or higher. (Goal 2, Objective A, Statewide Performance Measure) CCM 204/Metric 60	actual	60.7% (147/242) 19-20 Cohort	65.0% (130/200) 20-21 Cohort	69.7% (122/175) 21-22 Cohort	71.1% (108/152) 22-23 Cohort	----------
	target	N/A	N/A	N/A	66%	66%

Acronyms Defined:

- CCM: Common Campus Measure (internal tracking system)
- Metric: Tracking number established by the Idaho State Board of Education (ISBOE)
- IPEDS: Integrated Postsecondary Education Data System

Performance Measure Explanatory Notes

Benchmarks (Targets) are based on an analysis of historical trends combined with current institutional challenges

and the desired level of achievement. Benchmarks (targets) that were previously established based on prior methodology and are no longer applicable are noted as 'N/A'.

[1] Based on a cohort of fall students that excludes non-degree seeking, Dual Credit, and 100% audits. Includes registered credits and credits awarded through placement tests.

[2] Represents IPEDS cohort of first-time, full-time, degree/certificate-seeking students who complete their program within 150% of normal time. FY24 (Fall 2021 cohort) numbers reflect the latest data available (pre-IPEDS submission) and will be revised and submitted in December with audited financials.

[3] Represents IPEDS cohort of first-time, full-time, degree/certificate-seeking students who complete their program within 100% of normal time. FY23 (Fall 2021 cohort) and FY24 (Fall 2022 cohort) numbers reflect the latest data available (pre-IPEDS submission) and will be revised and submitted in December with audited financials.

[4] Based on a cohort of fall students, first-time and new degree-seeking, full- and part-time who are still enrolled in the second year. Gateway courses include MATH 123, 130, 143, 143P*, 147, 153*, 157, 160, 170, and 253. *Math 143P and Math 153 offered for the first time in Fall 2023 and Spring 2024.

[5] Base population is degree-seeking students at initial attempt of a remedial course (prior attempts of W grade are excluded.) Math-108 is considered remedial. Includes both full- and part-time students.

[6] Base population is degree-seeking students at initial attempt of a remedial course (prior attempts of W grade are excluded). Includes both full- and part-time students.

For more information
Contact Chris Brueher, Institutional Data Analyst
Office of Institutional Effectiveness
North Idaho College
reporting@nic.edu

Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Office of the President

Nick Hagan
President's Signature

8 Aug 24
Date

Please return to:

Division of Financial Management
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Lewis Clark State College Performance Report

Part I – Agency Profile

Agency Overview

Lewis-Clark State College (LC State) was established by the Idaho State Legislature in 1893 as a regional Normal School dedicated to teacher training. Today, LC State is one of Idaho's four public four-year higher education institutions. LC State's Carnegie classification is *Baccalaureate College—Diverse Fields,* with the "diverse" designation referring to the College's broad mix of undergraduate programs in the professions, arts, and sciences. The Carnegie classification of LC State's size and setting is "small four-year, primarily non-residential."

LC State's credit and non-credit programs fall within three primary mission areas: academic programs, career and technical education programs, and professional programs. In addition to its traditional four-year baccalaureate programs, the College has been assigned a collateral mission of providing community college programs within its five-county area of operations (Clearwater, Idaho, Latah, Lewis, and Nez Perce Counties) by its governing body, the State Board of Education; and in 2020 Gov. Brad Little signed a bill [395] that officially amended Idaho Code to allow LC State to offer graduate-level course work. The College emphasizes teaching and learning (with research playing a supporting role to teaching), application of learning, direct interaction among students and faculty (LC State does not utilize teaching assistants), and a small-college/small-class environment that maximizes the opportunities for the success of LC State's traditional and non-traditional students.

LC State's campus is located in Lewiston, Idaho. The College also delivers instructional programs at the LC State Coeur d'Alene Center (in collaboration with its Northern Idaho Center for Higher Education [NICHE] partners: Boise State University, Idaho State University, North Idaho College, and the University of Idaho), operates outreach centers in Grangeville, Moscow and Orofino; and in collaboration with Idaho Department of Corrections (IDOC) offers prison education programs in Orofino, Boise and Pocatello. LC State's chief executive officer, Dr. Cynthia Pemberton, assumed her duties as the College's 16th president July 1, 2018. LC State is accredited by the Northwest Commission on Colleges and Universities (NWCCU).

Core Functions/Idaho Code

The statutory basis for LC State is located in the Idaho Code, Title 33 (Education), Chapter 31, as amended in 2020, which directs the College to offer instruction in *"college courses in the sciences, arts and literature, professional, technical, and courses or programs of higher education as are usually included in colleges and universities leading to the granting of appropriate collegiate degrees as approved by the state board of education."*

Mission:
Lewis-Clark State College prepares students to become successful leaders, engaged citizens, and lifelong learners.

LC State's revenue comes from state appropriations; student tuition and fees; federal, state, and private grants and contracts; sales and services from educational and auxiliary services; and endowments and gifts. These revenues are allocated to instructional programs and support functions.

Lewis Clark State College — Performance Report

Revenues and Expenditures (includes Career & Technical Education)

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
State Appropriations	$25,884,997	$39,997,111	$38,500,075	
Student Fees	$12,328,717	$13,718,666	$10,712,128	
Federal Grants & Contracts	$10,324,583	$17,100,640	$6,643,473	
State Grants & Contracts	$3,175,967	$3,362,640	$2,534,985	
Private Gifts, Grants & Contracts	$2,265,482	$2,300,600	$2,496,620	
Sales & Services of Education Act	$750,019	$1,242,017	$1,403,441	
Sales & Services of Aux Ent	$1,989,749	$2,567,774	$3,031,894	
Other	$514,910	$372,819	$1,244,999	
Total	**$57,234,424**	**$80,662,267**	**$66,567,615**	
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Instruction	$20,909,584	$19,968,129	$21,820,932	
Research	$397,847	$360,316	$507,155	
Public Service	$487,869	$386,048	$354,742	
Library	$836,248	$780,677	$751,498	
Student Services	$4,331,969	$4,411,739	$4,801,122	
Physical Operations	$7,323,005	$7,592,905	$8,491,673	
Institutional Support	$6,043,718	$5,953,401	$6,578,295	
Academic Support	$3,540,437	$3,588,076	$4,524,274	
Auxiliary Enterprises	$5,180,778	$5,990,406	$6,784,883	
Scholarships/Fellowships	$2,004,484	$6,608,626	$386,709	
Other				
Total	**$51,055,939**	**$55,640,323**	**$55,001,283**	

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Annual (unduplicated) enrollment headcount (EOT)	4,835	4,636	4,661	4,674
- Academic	4,268	4294	4,338	4,355
- Career & Technical	567	342	323	319
Annual Enrollment FTE	2,542	2482	2,463	2,465
- Academic	2,282	2229	2,206	2,188
- Career & Technical	260	253	257	277
Annual student credit hour production	76,267	74,462	73,895	73,954
- Academic	68,463	66,871	66,194	65,644
- Career & Technical	7,804	7,591	7,701	8,310
Total number of degrees/certificates produced.	868	847	952	901
Goal 2, Objective C, Measure XI				
- Certificate	51	62	83	61
- Associate	218	204	314	298
- Bachelor	599	579	554	541
- Graduate Certificate	------	2	1	1

Number of unduplicated awards	756	734	754	740
Goal 2, Objective B, Measure II				
- Certificate	42	54	75	56
- Associate	206	192	282	274
- Bachelor	589	571	545	526
- Graduate Certificate	------	2	1	1

FY 2024 Performance Highlights

RANKINGS & ACCOLADES

#1 BEST VALUE IN IDAHO – LC State was named the No. 1 Best Value College in Idaho and was ranked No. 7 overall in the West by Research.com in its 2023 ranking of U.S. colleges. LC State was also No. 29 in the nation.

#9 IN THE WEST – LC State was ranked No. 9 in the Top Public Schools – West Region category, which includes public colleges in the West and Southwest, in U.S. News & World Report's annual ranking of best colleges. The college has been regularly ranked in the top 10 in this category.

NAMED A HIDDEN GEM – For the third consecutive year and the sixth time in the last seven years, College Raptor name LC State a Hidden Gem in the Rocky Mountains Region by College Raptor, a leading college search site that helps students, parents, counselors and college officials with college planning.

MOST AFFORDABLE DEGREES – LC State was honored for having the Most Affordable Online Business Administration and RN to BSN programs among all Idaho higher education institutions by Intelligent.com. According to Intelligent.com, LC State's business administration program ranks No. 33 nationally and No. 9 in the West and its RN TO BSN program rank No. 43 and No. 8, respectively, when it comes to affordability.

NURSING RANKED #1 IN IDAHO – The college's nursing program was ranked No. 1 among four-year higher education institutions in Idaho for the third straight year by RegisteredNursing.org, which ranks programs based on NCLEX-RN test pass rates.

SOCIAL WORK RANKED #2 IN NATION – For the second straight year, LC State's online social work degree was ranked No. 2 in the United States for affordability by Best-Universities.net, a leading higher education research organization.

RADIOGRAPHY RANKED #4 IN NATION – For the second straight year, LC State's radiographic science online degree program was ranked No. 4 in the nation among all colleges and universities by EduMed.org in its annual rankings. LC State is the only higher education institution in the Western United States ranked in the top 12 and was ranked second among all public institutions.

MILITARY FRIENDLY GOLD – LC State was once again designated a Military Friendly School and this time with a special Gold-level designation by Military Friendly. The Gold designation means that LC State is rated within 10% of the 10th-ranked organization for the category of small public college.

GRAPHIC COMMUNICATIONS AWARD – The Idaho Division of Career Technical Education recognized the Lewis-Clark State College graphic communications program as its 2024 postsecondary exemplary program.

TREE CAMPUS HIGHER EDUCATION – For the fourth straight year, LC State was recognized as a Tree Campus Higher Education institution by the Arbor Day Foundation. The award is a recognition of LC State's commitment to effective urban forest management. LC State's campus is known for its unique beauty and is home to more than 1,000 trees.

KINDERCOLLEGE ACCREDITED – KinderCollege, an on-campus child care facility for use by LC State students, faculty, staff, and the community, received full accreditation from the National Early Childhood Program Accreditation (NECPA). The designation means KinderCollege joins a select group of early childhood care and education programs nationally and internationally "which have shown exceptional commitment to professional and programmatic quality," according to NECPA.

FIRSTS & NEW INITIATIVES

FIRST MASTER'S PROGRAM – With approval from the Northwest Commission on Colleges and Universities, the college launched a Master of Science in Nursing degree. The online graduate program, which is the only one of its kind among Idaho public institutions, is the first full master's degree in the college's 131-year history.

CYBERACCOUNTING MASTER'S – LC State announced plans to offer a Master of Science in CyberAccounting degree in spring 2025. The fully online degree combines a focus on information technology, fraud detection, and accounting into a 30-credit program not offered by any other Idaho public institution.

COMMENCEMENT AT OROFINO PRISON – LC State held a spring commencement ceremony for two more graduates of its prison education program at Idaho Correctional Institution - Orofino (ICIO). The unique event was held outside at the facility's recreation yard and was attended by 56 other students in the program; over 20 college administrators, faculty and staff; as well as six family members of the graduates. The college graduated its first resident in the fall of 2023.

HEALTHCARE MOU WITH IDAHO STATE – LC State signed a Memorandum of Understanding with Idaho State University (ISU) to cement and streamline a partnership that will serve the vital healthcare education needs of north and south Idaho for years to come. The agreement included express intent to create a cohort of ISU Physician Assistant graduate students at LC State and to continue exploration for collaboration in numerous other health professions education areas.

NORTHWEST INDIAN COLLEGE ARTICULATION – LC State and Northwest Indian College (NWIC) signed a transfer articulation agreement that will facilitate the transfer of NWIC students into baccalaureate degree programs at LC State. NWIC's main campus is located on the Lummi Nation Reservation in Bellingham, Wash. The college is the only accredited tribal college serving Washington, Idaho and Oregon.

LC STATE, NIC EXPLORE HEALTH SCIENCE PARTNERSHIP – LC State and North Idaho College (NIC) administrators announced and implemented plans to explore creating a pathway to a bachelor's of applied science (BAS) degree in health science. The pathway is applicable to various health concentrations including the schools' existing dental hygiene partnership.

ENROLLMENT & GRADUATION (2023/2024)

GRADUATION RATE JUMPS – LC State's six-year graduation rate increased from 29% in 2022 to 37% in 2023, continuing a decade-long trend upward. In 2015, the college's graduation rate was 21%.

RETENTION INCREASING – For the second straight year, LC State's student retention increased, landing at 77%, up from 74% two years ago among degree-seeking students.

SPRING ENROLLMENT UP – According to census day numbers, LC State's overall headcount was up 2.1% and fulltime enrollment climbed 1.8% compared to the previous spring. Divisions seeing growth included Technical & Industrial (9.9% increase in headcount), Business & Computer Science (3.8%), Nursing & Health Sciences (3.7%), and Social Sciences (2.6%).

FALL ENROLLMENT UP – While many small public four-year institutions, especially in rural areas, continue to face downturns in enrollment, LC State experienced a second straight year of modest growth, according to the

college's official Oct. 15, 2023, census day totals. Overall, enrollment inched up 0.2% to 3,789 students, a 2.1% increase from 2021.

NATIVE AMERICANS & VETERANS – Fall 2023 census numbers showed a 6% increase in Native American students (232), and a 25% increase in veterans (106).

WARRIOR ATHLETICS

OLYMPIC RUNNER – Warrior alum Sam Atkin represented Team Great Britain once again, this time doing so in his second Olympic appearance. The two-time Olympian ran in the 5,000m in Paris as part of the 2024 Olympic Games. Atkin is the first LC State athlete to appear in multiple Olympic Games. He entered the Games as the No. 35 ranked runner in the world in the event and placed 18th in his heat.

FEMALE ATHLETE OF THE YEAR – Callie Stevens was named Cascade Collegiate Conference (CCC) 2023-24 Female Athlete of the Year. The award represents all women's sports in the Cascade Conference and is voted on by CCC Athletic Directors. Stevens was the first LC State student-athlete to earn the distinction of CCC Male or Female Athlete of the Year in school history.

ACADEMIC EXCELLENCE – The LC State athletic department earned Cascade Collegiate Conference (CCC) Presidents' Academic Excellence status for the 2023-24 school year. LC State had the third-highest overall grade point average in the conference at 3.41, and had the third-best percentage of eligible student-athletes earn Academic All-Cascade Conference at 72%.

MAJOR LEAGUE DRAFT – Drake George became the first LC State baseball player since 2018 to be selected in the Major League Baseball Draft. The righty from Riddle, Ore., was picked in the 13th round (Pick 388) by the San Francisco Giants.

NATIONAL CHAMPION – Carter Gordon became the fourth Warrior to win an individual national title in indoor men's track and field at the 2024 NAIA Indoor Track and Field National Championships. The junior from Coeur d'Alene won the second 800m national title in program history.

INAUGURAL DANCE SEASON – The 2023-24 season marked the inaugural campaign for LC State's varsity dance team, the college's 13th sport program.

PRESIDENT NAMED TO NAIA COUNCIL – LC State President Cynthia Pemberton was selected to be an at-large representative to the National Association of Intercollege Athletics' Council of Presidents. Pemberton's term will conclude in June 2026. Pemberton also chairs the Cascade Collegiate Conference (CCC) Council of Presidents (COP).

Lewis Clark State College Performance Report

Part II – Performance Measures

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Goal 1 *Sustain and enhance excellence in teaching and learning.*						
1. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the reporting institution.	actual	29%	26%	26%	26%	
	target	*33*	*35*	*36*	*38*	*39*
Goal 2 *Optimize student enrollment and promote student success*						
2. Percent of full-time, first-time, baccalaureate-seeking students graduating with a baccalaureate degree within 150% of normative time or less.	actual	32%	29%	37%	Not Yet Available	
	target	*34*	*39*	*39*	*39*	*39*
3. Percent of undergraduate, degree-seeking students who took a remedial course and completed a subsequent credit-bearing course	actual	52%	56%	52%	65%	
	target	*53*	*54*	*55*	*57*	*58*
4. Percent of new degree-seeking freshmen completing a gateway math course within two years.	actual	44%	52%	55%	51%	
	target	*56*	*57*	*58*	*59*	*60*
5. Percent of first time, full-time freshmen graduating with a baccalaureate degree within 100% of normative time.	actual	23%	22%[1]	21%[1]	Not Yet Available	
	target	*23*	*23*	*23*	*23*	*23*

Lewis Clark State College Performance Report

Performance Measure Explanatory Notes

1. Figure is preliminary.

For More Information Contact

Grace Anderson, Ph.D.
Vice President of Institutional Research, Planning & Effectiveness
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Lewiston ID 83501
Phone: (208) 792-2456
E-mail: glanderson@lcsc.edu

Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Lewis-Clark State College



President — 08/16/2024

Director's Signature — Date

Please return to:

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304 N. 8th Street, 3rd Floor
Boise, Idaho 83720-0032

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Boise State University Performance Report

Part I – Agency Profile

Agency Overview

Boise State University is a public, metropolitan research university that fosters student success in and after their college years, lifelong learning, community engagement, innovation, and creativity. Research and creative activity advance new knowledge and benefit students, the economy, the community, the state and the nation. Boise State is a Carnegie doctoral university with high research activity. We lead the way on Idaho's goal of ensuring that 60 percent of Idahoans have a college degree or certificate and produce more than 50 percent of all bachelor's degrees awarded by Idaho public universities.

Boise State University employs over 3,600 full- and part-time employees (3,147 full-time equivalent employees), including over 2,000 full-time professional and classified staff and over 800 full-time instructional faculty members. The main campus of Boise State University is located at 1910 University Drive in Boise, Idaho. Classes also are offered at Twin Falls' CSI campus; Coeur d'Alene's North Idaho College, downtown Boise (BoDo), and Boise State University at College of Western Idaho. Boise State University provides an impressive array of online courses and programs that are available across the state and nation.

Boise State University offers studies in more than 200 fields of interest in 102 bachelor degree programs, 69 master's programs, 2 education specialist programs, and 16 doctoral programs. These are delivered through our College of Arts and Sciences, College of Business and Economics, College of Education, College of Engineering, College of Health Sciences, College of Innovation and Design, and School of Public Service.

In 2021, Boise State University implemented a new strategic plan, *Blueprint for Success*, which is centered on the following five goals:

- Improve Educational Access and Success
- Innovation for Institutional Impact
- Advance Research and Creative Activity
- Foster Thriving Community
- Trailblaze Programs and Partnerships

Boise State University is governed by the Idaho State Board of Education, which is statutorily designated as the Board of Trustees for the institution. Dr. Marlene Tromp is President of Boise State University.

Boise State University (BSU) Core Functions/Idaho Code

Boise State University is created by Idaho Code Title 33, Chapter 40. Idaho Code 33-4001 provides the primary function of Boise State University to be that of "an institution of higher education" and "for the purposes of giving instruction in college courses…" In addition, it provides the "standards of the courses and departments maintained in said university shall be at least equal to, or on a parity with those maintained in other similar colleges and universities in Idaho and other states," and that the "courses offered and degrees granted at said university shall be determined by the board of trustees."

Small Business Development Center (SBDC) Core Functions/Idaho Code

Pursuant to Title **15 U.S.C. § 648** authorizes the State Board of Education to outline requirements in order to provide assistance towards small business development.

The Idaho Small Business Development Center has two basic functions—coaching/consulting and training.

Boise State University Performance Report

Coaching/Consulting - The Idaho SBDC provides confidential, no-cost, individualized business consulting and coaching to help small business owners and entrepreneurs increase their knowledge, skills, and abilities for running a successful business. Primary consulting is accomplished with a small core staff of professionals, most with advanced degrees and five years or more of small business ownership/management experience. Business coaching/consulting is designed to provide in-depth business assistance in areas such as marketing, finance, management, production, innovation, government contracting and overall business planning.

Faculty and students at each institution expand the Center's knowledge and resource base and provide direct assistance in appropriate cases working directly with business owners and entrepreneurs on specific projects. The students are provided the opportunity, under the direction of professional staff and faculty, to apply classroom learning in real-world situations. 'Real-world' laboratory experience for our college and university faculty and students provides long-term benefits to the business community and helps the academic institutions remain current on needs, problems, and opportunities of Idaho's business sector.

The Idaho SBDC also provides low-cost, non-credit training to improve business skills. Workshops, primarily directed at business owners, are typically 2 – 4 hours in length and attended by 10 – 25 participants. Training covers topics such as marketing, accounting, management, finance, social media, etc. A variety of faculty, staff and private sector experts are used to ensure timely, useful material is presented by a subject-matter expert. A standard training format allows the Idaho SBDC to provide consistent, cost-effective training throughout the state

TechHelp Core Functions/Idaho Code

Pursuant to Title **15 U.S.C. § 648** authorizes the State Board of Education to outline requirements in order to provide assistance towards Idaho businesses.

TechHelp helps Idaho small and medium-sized manufacturers and engineering firms with projects at their companies, primarily through one-on-one training and technical assistance services. This customer interaction ranges from major collaborative projects, which usually address fundamental challenges facing the companies, to smaller, value-added projects, which bring a specific improvement to some aspect of company operations. TechHelp and its partners also host public workshops and seminars statewide focusing on topics that positively impact manufacturing in Idaho.

TechHelp's team of experts provides personalized solutions in the following areas of manufacturing.

Studio\Blu, student arm of TechHelp

- New Product Development
- Design: Product Design, Prototyping & Testing
- Create: Process Design and Scale, Design for Manufacturability
- Launch: Market Research, Product Commercialization, New Market Development, Export Excellence

Operational Excellence

- Lean Manufacturing and Six Sigma
- Lean Six Sigma Green Belt
- Lean Manufacturing for the Food Industry
- Lean Office, Lean Enterprise
- Lean Leadership
- Quality Systems, ISO, Six Sigma
- Business & Engineering student work experience

Food & Dairy Processing

- Food Safety Programs and Assistance
- Training and technical assistance
- Food Safety Prerequisite Programs
- HACCP Systems and Training Product & Process Development
- Commissioning equipment and processing lines
- Scale-up assistance, benchtop – pilot plant – factory
- Shelf life, setting and extending
- Ingredient sourcing
- Market research, sensory and consumer science
- New product development
- Setting specifications
- Quality Improvements

Boise State University Performance Report

Boise State University (BSU) Revenue and Expenditures

Operating Revenue	FY 2021 (updated)[1]	FY 2022 restated	FY 2023	FY 2024*
Student tuition and fees (Gross)	200,760,211	211,455,181	220,107,450	
Scholarship discounts and allowances	(28,817,300)	(29,712,200)	(30,797,000)	
Federal grants and contracts	46,090,662	54,643,758	57,759,417	
State and local grants and contracts	8,312,869	5,961,987	5,501,446	
Private grants and contracts	3,246,982	3,137,642	3,830,862	
Sales and services of educational activities	7,542,618	10,461,149	11,937,903	
Sales and services of auxiliary enterprises	35,064,926	67,208,064	83,206,741	
Other	1,425,148	1,269,087	1,157,017	
Total operating revenues	273,626,116	324,424,668	352,703,836	
Operating Expenses	**FY 2021 (updated)**	**FY 2022 restated**	**FY 2023**	**FY 2024***
Instruction	137,476,194	135,773,903	156,004,110	
Research	38,261,728	44,349,101	44,895,465	
Public Service	24,565,873	30,334,370	29,906,090	
Libraries	5,900,730	5,900,964	6,208,248	
Student Services	18,539,063	20,111,400	23,780,152	
Operation & Maintenance of plant	26,332,090	27,939,128	35,004,584	
Institutional Support	36,931,656	38,760,035	44,632,771	
Academic Support	32,485,747	36,817,900	42,067,928	
Auxiliary Enterprises	62,798,877	79,720,395	110,233,324	
Scholarships and Fellowships	18,476,365	29,247,013	11,568,132	
Depreciation	26,667,709	29,575,394	29,156,434	
Total operating expenses	428,436,032	478,529,603	533,457,238	
Operating income/(loss)	(154,809,916)	(154,104,935)	(180,753,402)	
Non operating revenues/(expenses)	**FY 2021 (updated)**	**FY 2022 restated**	**FY 2023**	**FY 2024***
State appropriation - general	104,253,394	112,693,460	123,832,491	
State appropriation - maintenance	2,854,993	1,358,136	2,890,497	
Pell grants	20,093,950	19,957,194	20,640,125	
Gifts	27,123,075	32,882,833	36,887,332	
Net investment income	1,259,670	1,008,292	6,058,086	
Change in fair value of investments	(689,048)	(4,228,383)	31,268	
Interest	(5,715,724)	(7,552,000)	(7,353,546)	
Gain/loss on retirement of assets	(277,081)	(82,232)	(473,223)	
Federal Aid Grant Revenue	30,876,959	35,129,537	1,000,000	
Loss on Perkins federal capital contribution	-	-		
Other non-operating revenue/(expense)	558,173	105,499	100,244	
Net non-operating revenues/(expenses)	180,338,361	191,272,336	183,613,275	
Other revenue and expenses	**FY 2021 (updated)**	**FY 2022 restated**	**FY 2023**	**FY 2024***
Capital appropriations	2,052,336	13,433,980	-	
Capital gifts and grants	873,449	2,215,118	2,701,043	
Total other revenues and expenses	2,925,785	15,649,098	2,701,043	

Boise State University Performance Report

Increase/decrease in net position	28,454,230	52,816,499	5,560,916	
Net position - beginning of year	495,972,179	524,426,409	577,242,908	
Net position - end of year	524,426,409	577,242,908	582,803,824	

**Required audited financials available December 2024.*

Small Business Development Center (SBDC) Revenue and Expenditures

Revenue		FY 2021	FY 2022	FY 2023	FY 2024
Revenue		$647,300	$698,000	$770,300	$832,000
	Total	**$647,300**	**$698,000**	**$770,300**	**$832,000**
Personnel Costs*		$639,500	$687,878	$719,503	$822,454
Operating Expenditures		$7,800	$10,122	$50,797	$9,546
Capital Outlay		$0	$0	$0	$0
Trustee/Benefit Payments		$0	$0	$0	$0
	Total	**$647,300**	**$698,000**	**$770,300**	**$832,000**

TechHelp Revenue and Expenditures

Revenue		FY 2021	FY 2022	FY 2023	FY 2024
General Fund		$362,800	$371,501	$387,900	$420,709
	Total	**$362,800**	**$371,501**	**$387,900**	**$420,709**
Expenditures		**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs		$284,772	$292,520	$293,864	$309,247
Operating Expenditures		$0	$0	$0	$0
Capital Outlay		$0	$0	$0	$0
Trustee/Benefit Payments		$78,028	$78,981	$94,036	$111,462
	Total	**$362,800**	**371,501**	**$387,900**	**$420,709**

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
1. Enrollments:				
Fall Enrollment, Fall Census Day (Oct. 15) includes degree seeking and non-degree seeking students				
Total	24,103	25,829	26,162	26,727
Undergraduate	20,788	22,432	22,962	23,543
Graduate	3,315	3,397	3,200	3,184
Degree Seeking Student Enrollment, Fall Census Day (Oct. 15)				
Total	19,930	20,145	19,818	19,898
Undergraduate	16,975	17,077	16,982	17,085
Graduate	2,955	3,068	2,836	2,813
Enrollment in Online Programs, Fall Census Day (Oct. 15)[2]				
Total	3,712	3,793	3,748	3,856
Undergraduate	2,294	2,282	2,271	2,441
Graduate	1,418	1,511	1,477	1,415
Idaho Resident Enrollment in Online Programs, Fall Census Day (Oct. 15)				
Total	1,398	1,415	1,441	1,537
Undergraduate	925	887	923	1,006

Boise State University Performance Report

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Graduate	473	528	518	531
Annual Enrollment Total Headcount from PSR 1 Student Enrollment Report (End of Term; unduplicated count of students attending Su, Fa, and/or Spr)	32,066	32,423	32,721	33,112
Non-Degree Seeking (Graduate and Undergrad)	2,585	2,530	2,689	2,587
Early College	6,317	6,535	7,115	7,446
Undergraduate (degree seeking)	19,388	19,506	19,309	19,440
Graduate (degree seeking)	3,732	3,793	3,538	3,553
2. Student Credit Hours (SCH) by Level (Su, Fa, and Spr)				
Annual SCH Attempted (End of Term) Total	533,808	540,851	543,240	554,890
Professional Technical	0	0	0	0
Undergraduate credits	473,031	479,173	484,708	495,577
Graduate credits	60,777	61,678	58,532	59,313
Annual SCH Earned (End of Term) Total[3]	464,741	472,518	480,912	493,584
Undergraduate credits	409,369	416,496	427,698	439,696
Graduate credits	55,372	56,022	53,214	53,888
SCH earned as a % of Attempted Total	87.1%	87.4%	88.5%	88.9%
Undergraduate credits	86.5%	86.9%	88.2%	88.7%
Graduate credits	91.1%	90.8%	90.9%	90.9%
3. Dual (Concurrent) Enrollment[4] and Distance Education[5]				
Dual (Concurrent) Enrollment Annual Student Credit Hours	28,756	29,920	32,849	37,084
Dual (Concurrent) Enrollment Annual Distinct Students	6,318	6,543	7,117	7,450
Distance Education Annual Student Credit Hours	364,790	239,088	216,196	215,616
Distance Education Annual Distinct Students Enrolled	25,750	23,526	22,057	21,692
4. Degrees and Certificates Awarded* [6]				
Professional Technical Degrees and Certificates	N/A	N/A	N/A	N/A
Associate Degrees (Academic)	132	127	184	316
Bachelor's Degree (Academic, first and second majors)	3,929	4,080	3,991	4,098
Certificate – Undergraduate	515	629	590	821
Certificate – Graduate	170	185	145	156
Master's Degree	1,074	1,063	1,028	1,072
Education Specialist Degree[7]	23	16	15	15
Doctoral Degree	50	58	60	72
Total awards (sum)	5,893	6,158	6,013	6,550
5. Count of Distinct Graduates*[8]				
Associate Degree (Academic)	132	127	184	316
Bachelor's Degree (Academic)	3,754	3,947	3,856	3,963

Boise State University Performance Report

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Certificate – Undergraduate	515	629	590	666
Certificate – Graduate	166	174	130	141
Master's Degrees	1,075	1,063	1,028	1,072
Educational Specialist's Degree	23	16	15	15
Doctoral Degree	50	58	60	72
Total distinct graduates	5,126	5,313	5,231	5,463
6. First to Second Year Retention Rate				
% of first-time, full-time freshmen retained[9]*	F2020 cohort 76.0%	F2021 cohort 79.2%	F2022 cohort 77.8%	F2023 cohort *Not available at this time*
% of full-time transfers retained or graduated*	77.8%	78.4%	78.2%	*Not available at this time*
7. Transfer Student Graduation Rates				
6-yr: % of full-time transfers who graduated in six years or less	F2015 cohort 59.7%	F2016 cohort 60.4%	F2017 cohort 63.2%	*Not available at this time*
8. Graduates per FTE				
Baccalaureate graduates per undergraduate FTE[10]	23.8	24.7	23.9	24.0
Baccalaureate graduates per junior/senior FTE[11]	46.9	50.3	49.4	48.9
Graduate degree graduates per graduate FTE[12]	48.5	47.9	48.4	49.8
9. Cost of Education (resident undergraduate with 15 credit load per semester; tuition & fees per year)				
Boise State	$8,060	$8,060	$8,364	$8,782
Boise State as a % of WICHE[13]	88.0%	86.6%	87.2%	89.2%
10. Sponsored Projects Proposals and Awards[14] (see Part II for Externally Funded Research Expenditures)				
Total # of Proposals Submitted	598	606	569	576
Total # of Awards	425	422	416	392
Total Sponsored Projects Funding (dollars awarded)	$65.3M	$68.0M	$91.0M	$83.4M
Total Sponsored Project Expenditures	$55.7M	$61.3M	$63.9M	$70.3M
% of research grant awards that have PIs and Co-PIs in two or more academic departments (i.e., interdisciplinary) [15]	16.9%	24.2%	21.4%	22.1%
Expenditures as reported to the National Science Foundation[16]	$46.1M	$47.6M	$53.0M	*Not available at this time*

FY 2024 Performance Highlights

- Boise State University continues to be highly successful in helping students graduate and succeed, which contributes to the educational attainment rate of Idahoans. **In FY24, 3,963 students graduated from Boise State with baccalaureate degrees, which is a 2.7% increase over FY23 and a 5.6% increase over FY21**.
- The number of **doctoral degree graduates** reached a record high in FY24 with 72 degree completers, which represents a **44% increase** from FY21. This growth significantly contributes to our impact in the state and region, driving Idaho's knowledge economy.
- The **retention rate for first-year students** maintained its positive trajectory after a substantial increase over the last decade at 77.8%.

Boise State University Performance Report

- The **six-year graduation rate reached its highest ever level at over 61%** for the Fall 2017 cohort of first-time, full-time (FTFT) freshmen. The graduation rate of the Fall 2017 transfer cohort continued to increase with a rate of 63%. The positive momentum and trajectory of increases in graduation rates demonstrate Boise State's ongoing commitment and support for student success. This has been achieved through significant innovation, including a university-wide commitment to the Strategic Enrollment and Retention Plan that was developed in 2022.
- The number of students participating in **concurrent enrollment** (dual credit) in FY24 was 7,450, which represents a **4.7% increase** over last year. **Distance education** credit hours decreased very slightly in FY24 by less than half of a percentage point from FY23 although the number of students participating in a distance learning course remained strong at 21,692.
- Enrollment in Boise State's online programs has maintained its positive trajectory with a total online enrollment of 3,856 in the fall of 2023. **Idaho resident enrollment in online programs increased by 9.9% between FY21 andFY24.**
- Boise State's total sponsored project expenditures **increased substantially by 10% over FY23 with over $70M for FY24** and the total number of awards was 392. These developments bring new revenue and opportunities to the state and support our state's economic engine.

Part II – Performance Measures

Productivity Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Goal 1 **Improve Educational Access and Student Success** (*Enhance the comprehensive student experience with a focus on student success and post-graduate outcomes*)						
1. Graduation Rates (Objective A)*						
4-yr graduation rate: % of baccalaureate-seeking, full-time, first time students graduating in four years or less[17]	actual	F2017 cohort 39.7%	F2018 cohort 41.4%	F2019 cohort 42.7%	----------	----------
	target	*33%*	*40%*	*43%*	*43%*	*44%*
2. Graduation Rates (Objective A)*						
6-yr graduation rate: % of baccalaureate-seeking, full-time, first time students graduating in six years or less[18]	actual	F2015 cohort 53.0%	F2016 cohort 59.1%	F2017 cohort 61.2%	----------	----------
	target	*52%*	*56%*	*56%*	*62%*	*62%*
3. Progression to Degree (Objective A)*						
Gateway Math Completion: % of new degree-seeking freshmen completing a gateway math course within two years[19]	actual	85.9%	85.7%	85.4%	84.9%	----------
	target	*83%*	*85%*	*85%*	*85%*	*85%*
4. Progression to Degree (Objective A)*						
Progress in credits: % of undergraduate degree seeking students completing 30 or more credits per year[20]	actual	28.3%	27.9%	29.6%	31.6%	----------
	target	*28%*	*30%*	*30%*	*29%*	*30%*
5. Progression to Degree (Objective A)*						
Remedial Math: % of undergraduates completing credit-bearing course after remedial[21]	actual	62.2%	65.0%	71.6%	57.7%	----------
	target	*55%*	*58%*	*61%*	*65%*	*65%*
6. Progression to Degree (Objective A)*						
	actual	84.8%	78.9%	80.8%	85.0%	----------

Boise State University Performance Report

Productivity Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Remedial English: % of undergraduates completing credit-bearing course after remedial[22]	*target*	*90%*	*90%*	*90%*	*83%*	*83%*

Special Programs

Idaho Small Business Development

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
GOAL 1: Network Reach: Focus time on clients with the highest potential for creating economic impact.						
7. Develop long-term relationships with potential and existing growth and impact clients. (Objective A)						
Capital raised by clients in millions	actual	$55.8	$28.2	$56.6	$47.5	
	target	*$44*	*$53*	*$53*	*$53.4*	*46.3*[23]

TechHelp

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Goal 1: Economic Impact on Manufacturing in Idaho – Deliver a quantifiable positive return on both private business investments and public investments in TechHelp by adding value to the manufacturing client and the community.						
8. Offer technical consulting services and workshops that meet Idaho manufacturers' product and process innovation needs, resulting in new and retained jobs and economic impact in the form of sales, savings, and investment. (Objective A)						
Sales, Cost Savings, and Investments	actual	$114.4M	$207.4M	$206.3M	$78.0M	
	target	*$120M*	*$120M*	*$120M*	*$120M*	
New and Retained Jobs	actual	1144	497	348	440	
	target	*200*	*500*	*500*	*500*	

Performance Measure Explanatory Notes

*Measure required by SBOE

[1] Prior Period Adjustment - The June 30, 2021 financial statements were adjusted based on revised guidance on the reporting of COVID-19 student emergency aid grants. The adjustment had no impact on the University's net position.

[2] Indicates the number of officially enrolled students in a major or certificate that is delivered online.

[3] Student credit hours (SCH) earned are based on an end-of-term snapshot. Due to the snapshot timing, some earned credits (e.g., concurrent enrollment credits) may not be included in the total, resulting in the ratio of earned to attempted credits being underreported in years prior to FY24.

[4] Dual (Concurrent) enrollment credits and students are measures of activity that occur over the entire year at multiple locations using various delivery methods. When providing measures of this activity, counts over the full year (instead of by term) provide the most complete picture of the number of unduplicated students that are enrolled and the number of credits taken. The credits and students align to the totals in the annual Dual Credit Report.

[5] Distance Education is characterized by: the use of one or more technologies to deliver instruction to students who are separated from the instructor and to support regular and substantive interaction between the students and the instructor, either synchronously or asynchronously. (Summarized from the language in the Higher Education Opportunity Act.) Courses that are taught at a distance using educational technology are referred to as distance education classes; includes course modes of Internet-E, Online, and Remote (which was introduced in 2020-21). Distance education was affected significantly due to the global pandemic and data may continue to shift.

[6] The count of awards reflects data submitted to IPEDS. Bachelor's awards and others include first plus second major. These figures are greater than the total number of graduating students because some graduating students receive multiple awards. 2014-15 was the first year that Boise State transcripted all undergraduate certificates and, therefore, began reporting these to IPEDS in that year. Data presented for 2023-24 are preliminary as they have not yet been reported to IPEDS.

[7] Note that although the Education Specialist degree is a distinct degree type, it is categorized by IPEDS as a "post-master's certificate." Boise State awarded the first Ed.S. degrees in 2015-16.

[8] The distinct (unduplicated) graduates reflect completers by award level as submitted to IPEDS. The total of distinct graduates does not equal the sum of the graduates at each level because there is some duplication of individuals between levels (e.g., earning both a graduate certificate and a master's degree). Data presented for 2023-24 are preliminary as they have not yet been reported to IPEDS.

[9] Retention is a measure of entering cohorts returning to enroll one year later (e.g., the percent of the Fall 2019 cohort of first time, full-time baccalaureate-seeking freshmen that return to enroll in Fall of 2020). Retention rate is calculated in a manner consistent with IPEDS. The four columns of data represent retention rates for the Fall 2020 through Fall 2022 cohorts; Fall 2023 cohort retention is not available until after Fall 2023 census enrollment.

[10] Includes the unduplicated number of annual baccalaureate degree graduates per 100 IPEDS annual undergraduate FTE. It should be noted that IPEDS includes the credits taken by degree seeking and non-degree seeking students in calculating FTE.

[11] Includes the unduplicated number of annual baccalaureate degree graduates divided by the fall and spring FTE of juniors and seniors. FTE are determined using total fall and spring credits of juniors and seniors divided by 30. This measure depicts the relative efficiency with which upper-division students graduate by controlling for full and part-time enrollment. In prior years, Jr/Sr FTE in the calculation was overreported, thus resulting in an underreported ratio; this calculation was corrected in FY24 for all years shown.

[12] Includes the unduplicated number of annual graduate certificates and master's and doctoral degree graduates per 100 IPEDS annual graduate FTE. It should be noted that IPEDS includes credits taken by degree seeking and non-degree seeking students in calculating FTE.

[13] WICHE average from Table 1a of annual Tuition and Fees report. We use the average excluding California and the values were as follows: FY21 $9,154, FY22 $9,305, FY23 $9,588, and FY24 $9,840. A typical report can be found at https://www.wiche.edu/policy-research/

[14] "Sponsored Projects" refers to externally funded projects of all types (research, instructional, and public service) funded from all sources (federal, state, local, and private).

[15] Reflects the percentage of research grants that have investigators from more than one department. Includes only initial awards in the Research-Basic and Research-Applied categories.

[16] Total Research and Development Expenditures are submitted to NSF approximately in March for the previous fiscal year.

[17] Four-year graduation rate is a measure of entering cohorts graduating within a four-year time frame (e.g., the percent of the Fall 2019 cohort of first-time, full-time baccalaureate-seeking freshmen that graduated before the beginning of the fall 2023 semester). Graduation rate is calculated in a manner consistent with IPEDS. The data represent the rates for the Fall 2017 through Fall 2019 cohorts; the graduation rate for the Fall 2020 cohort will not be available until after the start of the Fall 2024 term and will be updated in December per instructions from OSBE.

[18] Six-year graduation rate is a measure of entering cohorts graduating within a six-year time frame (e.g., the percent of the Fall 2017 cohort of first-time, full-time baccalaureate-seeking freshmen that graduated before the beginning of the fall 2023 semester). Graduation rate is calculated in a manner consistent with IPEDS. The data represent the rates for the Fall 2015 through Fall 2017 cohorts; the graduation rate for the Fall 2018 cohort will not be available until after the start of the Fall 2024 term and will be updated in December per instructions from OSBE.

[19] SBOE required metric: math pathways. Based on cohorts of incoming first-time bachelor degree seeking students (full- plus part-time) who complete a gateway course (Math 123 or higher) within two years (e.g., students who entered in fall 2019 and completed Math 123 or higher by the end of summer 2021 are reported for FY21). All years reflect the same methodology as clarified and refined by OSBE over time.

[20] SBOE required metric: timely degree completion. Percent of undergraduate, degree-seeking students completing 30 or more credits across one year (defined as summer, fall, and spring term). Based on end-of-term data version. Degree-seeking status is determined as of fall semester unless the student was not enrolled in fall, in which case summer is used; spring term is used to determine degree-seeking status of students enrolled only for the spring term. Excludes students who earned degrees during the reported year and who did not reach the 30-credit threshold. Includes students meeting the criteria regardless of full- or part-time status and the number of terms enrolled in that year. Students enrolled part-time or for a partial year, especially for only one term, would not be expected to complete 30 credits; thus, the denominator may be inflated resulting in a lower percentage reported. As methodology has been clarified and refined by OSBE over time, the data and targets have been updated accordingly.

[21] SBOE required metric: reform remediation. Percent of undergraduate, degree-seeking students who took a remedial course including corequisite remedial courses and completed (C- or above) a subsequent credit-bearing, gateway, course (Math 123 or higher) within one year of completing the remedial course (e.g., students who took a remedial course in fall 2022 and completed a subsequent course by the end of fall 2023). Students who completed a corequisite remedial course (e.g., 123P) are included as both taking remedial and completing the gateway course. As methodology has been clarified and refined by OSBE over time, the data and targets have been updated accordingly. Boise State's math reforms have been ongoing for a number of years; in FY24, data were updated for all years shown to account for the additional co-requisite offerings that support various math pathways.

[22] SBOE required metric: reform remediation. Percent of undergraduate, degree-seeking students who took a remedial course and completed a subsequent credit-bearing, gateway, course within one year of completing the remedial course. Boise State uses a corequisite model for English, therefore, this measure is calculated as the number of students who took and completed English 101P in the given academic year. As methodology has been clarified and refined by OSBE over time, the data and targets have been updated accordingly.

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[23] Target based on analysis of historical trends from FY22, FY23 and FY24 with a 5% increase in the average 3 years.

Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: STATE OF IDAHO

Director's Signature

08/09/2024
Date

Please return to:

Division of Financial Management
304 N. 8th Street, 3rd Floor
Boise, Idaho 83720-0032

FAX: 334-2438
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Part I – Agency Profile

Agency Overview

Founded in 1901, Idaho State University is one of the country's most comprehensive higher education institutions, offering more than 250 academic programs. Idaho State is one of seven universities in the U.S. to award technical certificates through graduate, post-graduate and professional degrees. The University is a Carnegie-classified doctoral research institution (High Research Activity), attracting students from around the world to its main campus in Pocatello and locations in Meridian, Idaho Falls, and Twin Falls. For nearly 60 years, the University has been Idaho's designated leader for training and educating health care professionals.

Today, Idaho State serves a student population of 13,012 (Fall 2023-end of term), and 15,146 unduplicated annual headcount (Fiscal Year 2024), representing 48 states and 65 countries. In addition, Idaho State taught more than 35,000 students (FY 2024) in professional development, workforce training, and continuing education courses. Idaho State's mission and Idaho State Board of Education (the Board) mandated service region is the result of the institution's history and Idaho's unique geography.

Idaho State's geographic service region extends from the upper-Snake River region on the east side of the state, to the Magic Valley/Twin Falls towards the west, and the rural communities of the central mountains on the north. Idaho State's disciplinary breadth, combined with its unique degree mix, offers a wide variety of opportunities for Idahoans, following the Board's mandate to serve its diverse, largely rural region and to provide health care programming for the state. Idaho State hosts 13 men's and women's National Collegiate Athletic Association (NCAA) athletic teams and offers 124 student clubs and organizations for student participation.

Idaho State is organized into seven colleges: Arts and Letters, Business, Education, Science and Engineering, Technology, Pharmacy, and Health. In addition, Idaho State's Graduate School is overseen by a graduate dean advised by graduate faculty, and the Dean of the Library directs library activities and its faculty and staff.

Idaho State boasts many incredible facilities, including the Center for Advanced Energy Studies (CAES), the Idaho Accelerator Center, and the nationally renowned Stephens Performing Arts Center, which brings music, theatre, and cultural performances to southeastern Idaho. The Idaho Museum of Natural History, located on the Pocatello campus, provides children, families, and adults an in-depth exploration of the natural history of Idaho.

In 2022, Idaho State completed and began implementing a new, more aspirational mission, vision, and strategic plan. To achieve mission fulfillment, the University created five goals. The goals work to improve institutional effectiveness, student achievement, and student learning.

- Goal 1: Increase student access, opportunity, retention, and success
- Goal 2: Strengthen programmatic excellence
- Goal 3: Cultivate external partnerships
- Goal 4: Expand research, clinical, and creative activities
- Goal 5: Energize the Bengal community

The FY24 Performance Measure Report reflects the new plan's accomplishments of the new performance measures.

ISU's Mission:
We engage students through learning and research opportunities that improve the intellectual vigor, cultural vitality, and health of our communities.

ISU's Vision:
We inspire a passion for knowledge and discovery.

Idaho State University (ISU) Core Functions/Idaho Code

Idaho State University is a publicly supported institution of higher education as created under the laws of the State of Idaho, Idaho Statute Title 33, Chapter 30 and is governed by the Board.

Idaho Dental Education Program (IDEP) Core Functions/Idaho Code

The mission of the Idaho Dental Education Program is two-fold: First, to provide residents of Idaho with ready access to a high quality dental education; and second, to help the population of Idaho have ready access to high quality dental professionals. As the majority of students graduating from the program return to Idaho to practice, residents of the state have access to high quality dental treatment. [Statutory Authority: Idaho Code §33-3720]

Family Medicine Residency (FMR) Core Functions/ Idaho Code

1) Training family physicians to provide care to populations throughout Idaho, both rural and urban.
Idaho ranks 40th out of 50 states in physicians per capita. Over 90% of the State is a federally-designated HPSA for primary care, including Bannock County where the Residency resides. Idaho's family medicine residency programs have an excellent track record of recruiting family physicians who then practice in Idaho, ranking seventh in the nation for retention of graduates. Fifty-six percent of the Residency's graduates go on to practice in rural and underserved settings. The ISU FMR has 28 family medicine residents, 3 pharmacotherapy residents, 1 wilderness fellow, and 1 psychology intern in training, and graduates eight new family physicians each June. Ninety-one of ISU FMR's 175 graduates have stayed in Idaho.

2) Provision of services to underserved populations in Idaho:
The ISU FMR staffs community services such as the Health Department, adolescent detention centers, prison services, free clinics and HIV clinics. The Indian Health Service, migrant workers, nursing home residents, behavioral health unit patients, developmentally challenged children, and the home-bound also receive medical support from the residents and faculty. With the residency clinic within Health West, a Federally Qualified Community Health Center, ISU is further able to serve the indigent and uninsured of Southeast Idaho.

Pursuant to Idaho Code **§33-3720** authorizes the State Board of Education to enter into contractual agreements to provide access for Idaho residents to qualified professional studies programs

Idaho Museum of Natural History (IMNH) Core Functions/Idaho Code

The Idaho Museum of Natural History has two core functions:
1) To collect, care for, preserve, research, interpret and present — through educational programs and exhibitions— Idaho's cultural and natural heritage.
2) To support and encourage local and municipal natural history museums throughout the state of Idaho.

Pursuant to **§33-3012**, Idaho Code, the State Board of Education establishes the Idaho State Museum of Natural History.

Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
Operating revenues				Available in November
Student tuition and fees (Gross)	107,388,000	115,522,000	114,235,000	
Scholarship discounts and allowances	(27,984,000)	(27,057,000)	(32,623,000)	
Federal grants and contracts	8,402,000	10,577,000	17,288,000	
State and local grants and contracts	10,894,000	11,300,000	13,382,000	
Private grants and contracts	5,776,000	7,010,000	6,861,000	
Sales and services of education activities	6,805,000	8,018,000	5,773,000	
Sales and services of auxiliary enterprises	10,393,000	14,148,000	14,635,000	
Other	3,756,000	8,900,000	10,265,000	
Total operating revenues	125,430,000	148,418,000	149,816,000	
Expenditure	**FY2021**	**FY 2022**	**FY 2023**	**FY 2024**
Operating expenses	252,437,000	280,891,000	302,560,000	
Instruction	101,192,000	110,866,000	121,631,000	

Research	13,682,000	15,082,000	16,085,000	
Public Services	5,094,000	9,747,000	13,906,000	
Academic Support	17,011,000	17,606,000	19,770,000	
Libraries	3,492,000	3,422,000	3,746,000	
Student Services	11,289,000	13,065,000	14,468,000	
Institutional Support	32,418,000	26,447,000	35,825,000	
Maintenance & Operations	15,291,000	17,347,000	21,128,000	
Auxiliary Enterprises	19,505,000	24,292,000	25,785,000	
Scholarships and Fellowships	21,277,000	30,487,000	16,898,000	
Depreciation	12,186,000	12,530,000	13,318,000	
Operating income/(loss)	(127,007,000)	(132,473,000)	(152,744,000)	
Nonoperating revenues/(expenses)				
State appropriations:	96,766,000	108,717,000	117,729,000	
State General Account	77,968,000	84,346,000	91,922,000	
Endowment Income	4,265,000	4,392,000	5,153,000	
Other State Appropriations	2,781,000	6,091,000	5,123,000	
Professional Technical Education	11,752,000	13,889,000	15,531,000	
State Department of Public Works	(198,000)	0	1,480,000	
Title IV grants	14,144,000	14,095,000	14,245,000	
Other Federal grants	19,420,000	22,823,000	0	
Gifts	9,216,000	12,935,000	22,847,000	
Net investment income/(loss)	545,000	(43,000)	3,726,000	
Amortization of bond financing costs	(829,000)	(229,000)	(234,000)	
Interest on capital asset-related debt	(1,565,000)	(1,473,000)	(1,682,000)	
Gain or (loss) on disposal of fixed assets	(2,000)	(36,000)	(145,000)	
Net nonoperating revenues/(expenses)	137,497,000	156,790,000	157,966,000	
Capital gifts and grants	4,541,000	7,248,000	8,760,000	
Other Expenses	0	0	0	
Special Items - Transfer of Operations	663,000			
Net other revenues and expenses	5,204,000	7,248,000	8,760,000	
Increase in net assets	15,694,000	31,565,000	13,982,000	
Net assets - beginning of year (*-restated)	256,991,000	272,685,000	304,250,000	
Net assets – end of year (*-restated)	*272,685,000	304,250,000	318,232,000	

Idaho Dental Education Program (IDEP) Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Fund	$1,637,200	$1,760,500	$1,825,100	$1,927,300
Unrestricted Current	$939,300	$947,600	$1,015,800	$1,087,200
Total	**$2,576,500**	**$2,708,100**	**$2,840,900**	**$3,014,500**
Expenditure	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	$348,400	$370,000	$408,800	$409,000
Operating Expenditures	$69,200	$63,300	$72,700	$76,900
Capital Outlay	$1,900	$0	$0	$5,100
Trustee/Benefit Payments	$1,419,800	$1,532,900	$1,518,900	$1,557,500
Total	**$1,839,300**	**$1,966,200**	**$2,000,400**	**$2,048,500**

Family Medicine Residency (FMR) Revenue and Expenditures

Revenue	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
General Fund	$2,049,600	$2,115,000	$2,273,700	$ 2,639,100	$2,888,600
Total	**$2,049,600**	**$2,115,000**	**$2,273,700**	**$ 2,639,100**	**$2,888,600**
	FY 2020	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	$1,721,000	$ 1,793,400	$ 1,952,100	$ 2,317,500	$2,567,000
Operating Expenditures	$321,600	$ 321,600	$ 321,600	$ 321,600	$321,600
Capital Outlay	$7,000	----------	----------	----------	----------
Total	**$2,049,600**	**$ 2,115,000**	**$ 2,273,700**	**$ 2,639,100**	**$2,888,600**

Idaho Mueseum of Natural History (IMNH) Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Fund	$593,500	$637,200	$667,200	$722,700
Total	**$593,500**	**$637,200**	$667,200	$722,700
Personnel Costs	$589,300	$633,000	$663,000	$713,600
Operating Expenditures	$4,200	$4,200	$4,200	$4,200
Capital Outlay	$0	$0	$0	$4,900
Total	**$593,500**	**$637,200**	**$667,200**	**$722,700**

Idaho State University (ISU) Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Grand Total Number of Students[1]	**30,558**	**36,115**	**38,513**	**52,429**
Total number of enrolled ISU students in a fiscal year	14,241	14,702	14,816	15,146
Total number of College of Education K-12 professional development students in a fiscal year (see note 1)	11,484	15,805	17,209	29,056
Total number of Workforce Training / Continuing Education students in a fiscal year	4,833	5,608	6,488	8,227
Percentage of undergraduates (based on fall term)				
- Full-time	57%	55%	53%	55%
- Part-time	43%	45%	47%	45%
Total annual full-time equivalency (FTE) enrollment [2]	**9,322**	**9,252**	**9,216**	**9,544**
- Career Technical	749	711	685	766
- Undergraduate	6,246	6,191	6,196	6,516
- Graduate	2,327	2,350	2,335	2,262

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Total credit hours taught: [3]	**265,715**	**263,467**	**262,479**	**272,738**
- Career Technical credit hours	22,473	21,334	20,546	22,985
- Academic credit hours	243,242	242,133	241,933	249,753
○ Undergraduate credit hours	187,391	185,725	185,886	195,465
○ Graduate credit hours	55,851	56,408	56,047	54,288
Percentage of all degree-seeking undergraduates receiving a PELL grant	40%	40%	38%	39%
Amount of ISU student scholarships/fellowships awarded	$21,277,000	$30,487,000	$16,898,000	Available in November
Total number of certificates and degrees awarded[4]	**2,756**	**2,737**	**2,804**	**2,959**
- Undergraduate	2,082	1,955	2,004	2,154
- Graduate	674	782	800	805
% degrees awarded in Health Professions [5]	37%	37%	35%	33%
% degrees awarded in STEM Disciplines [6]	15%	13%	14%	11%

Total new degree-seeking undergraduate students in FY[7]	**1,593**	**1,703**	**1,671**	**2,016**
- Idaho Resident	1,437	1,522	1,456	1,802
- Non-resident	130	142	160	144
- International	26	39	55	70

1. Student headcounts are unduplicated in a fiscal year by category. If a student is enrolled in an ISU course, enrolled in a College of Education professional development course, and enrolled in a Workforce Training / Continuing Education in the same fiscal year, the student will be counted 3 times, once in each category. The main reason for the large increase in the total number of College of Education K-12 professional development students since fiscal year 2021 was the result of an out-of-state marketing campaign.
2. Annual full-time equivalency (FTE) is calculated by dividing the total Undergraduate and Career Technical credit hours (SCH) by 30; total Graduate SCH is divided by 24.
3. Total student credit hour production for the fiscal year.
4. Degrees are those awarded and posted as of July 10, 2024.
5. Certificates/Degrees with a U.S. Dept. of Education Classification of Instructional Programs (CIP) Code of 51 – Health Professions and Related Clinical Sciences, and Clinical Psychology degrees.
6. Certificates/Degrees with a CIP Code in Science, Technology, Engineering, and Mathematics (STEM) as defined by the CIP codes, 01,03,04,11,14,15,26,27,29,40,41.
7. New students in the summer term enrolled in the subsequent fall term are counted as “new” in the fall term.

FY 2024 Performance Highlights *(Optional)*

College of Arts and Letters

- The College of Arts and Letters is responding to current workforce needs by developing new programs and offerings. Specifically, the college has overseen the creation of a number of certificates designed to be practical and marketable additions to a student’s major and/or minor. These certificates keep credit requirements achievable while still offering meaningful educational experiences and career-enhancing training. Some examples include the following:

- An undergraduate certificate designed to enhance skills for writing in technical and business contexts such as professional document design, producing technical reports, and the effective use of various business communications media.
- Interdisciplinary undergraduate and graduate certificates for students who wish to pursue careers or other involvement in environmental resource management, public policy, and environmental advocacy. These programs provide valuable knowledge and skill sets for professional advancement.
- An undergraduate certificate focused on developing conflict management competencies for application in various contexts. Courses in this program offer a combination of skill development and exploration of the broader dynamics of conflict in organizational, political, social, and cultural systems.
- A cross-disciplinary graduate certificate offering concentrated training in cultural resource management, introducing students to various approaches and frameworks, related law and policy, and methodological approaches and techniques. This program is directly tied to job market demand in the government service industry and will give students a competitive advantage in employment seeking.
- A graduate certificate in applied linguistics. This program would be professionally valuable for those going into speech pathology, English as a second language teachers, special education and classroom teachers, social workers, school psychologists, or those in other language-related professions.

- Over the last few years, the College of Arts and Letters has been awarded two grants totaling $1.29 million from the USDA to fund INCLUDE (Idaho Needs Connectivity Leading University Distance Education). This ongoing project addresses the educational and healthcare disparity between rural and urban communities in Southeast Idaho. CAL has worked with 28 high schools to install distance learning technology that connects these schools with ISU. As a result, nearly 10,000 students in rural communities now have access to dual enrollment courses taught by ISU professors. In the first three years of this project, a total of 272 ISU courses have been made available to these students, who now can also take advantage of Idaho's Advanced Opportunities initiative.
  - The current phase of this project (INCLUDE II) focuses on delivering mental and physical telehealth services to the 28 participating high schools.
  - In addition to USDA grants, INCLUDE has garnered substantial support from the following collaborators, who have provided a total of $220,456 in matching funds: Direct Communications, Blackfoot Communications, ATC Communications, Bayer Fund, Steele-Reese Foundation, Idaho Humanities Council, and ISU Physician Assistant Studies.
  - The following ISU units have committed to support this project: Social Work, Department of Physician Assistant Studies, College of Education, College of Pharmacy, School of Nursing, and Spanish for Health Professions.

College of Business

- We received the largest single scholarship gift in College History

- A team of ISU Business students won the 2024 International Collegiate Business Strategy Competition (ICBSC) in Anaheim, California.

- We organized and hosted the first ever statewide Sales Competition with students from ISU, Boise State, University of Idaho and BYU-I all competing at our Walter Brown Center for Sales Excellence

- We organized and hosted the inaugural Idaho Economic Outlook Symposium in January with great attendance from across the region

- We organized and hosted our 2nd annual ISU Financial Literacy Week which was completely funded by Wells Fargo and provided a host of community events and thousands of dollars to support our ISU students and Financial Literacy program.

College of Education

- In partnership with more than 10 school districts the College of Education is launching a third cohort of students in our Paraprofessional to Certified Teacher (PaCT) program which provides an affordable, convenient pathway for paraprofessionals to earn a college degree and teacher certification. Beginning this fall there will be upwards of 75 students enrolled in this program--a program that has generated goodwill toward the College and University and enhanced relationships with school districts across regions 4, 5, and 6. We firmly believe this program is transforming paraprofessionals' lives while helping to address the ongoing teacher shortage in Idaho.

- This past year the College of Education had our most successful year ever in securing external funding to support K-12 student success in Idaho. In total, we have received $3m in state/federal funds to develop and offer programs that address math learning gaps in elementary/middle school students as a result of COVID 19, to support students with disabilities (aged 14-21) who are interested in learning skills to find and manage a job, and to strengthen STEM education through informal education focused on engineering design. Each of these programs is having a positive and significant impact on students in the state.

College of Science & Engineering

- Several Departments in CoSE received/started new research awards. A few notable ones include Comp. Sci. 3.5 M NSF Cybersecurity Grant with CoT (Dr, Zibran); Physics DOE Grant for $656k (Dr. Dale), Chemistry, NSF Career Award (Jenkins), Mathematics and Statistics DOE Grant (Dr. Gryazin), Biological Sci. INBRE Pilot Grant, Dr. de la Cruz, CEE and Geosciences NSF-EPSCOR Grant

- Mechanical Engr. Student Jaden Palmer and Chemistry Student Veronica Miller receive Goldwater Scholarships

- In collaboration with the INL the Nuclear Engineering Dept. helped develop the first digital twin for safeguards verification

- Killer Tomato: Viruses Discovered by Idaho State Students May Yield New Treatments for Antibiotic-resistant Bacteria

College of Technology

- Our Diesel Technology Program has established strong relationships with local and regional vendors to include two John Deere dealerships, Modern Machinery, Titan Implement, a host of mining companies, and multiple heavy implement (CAT) dealerships. Modern Machinery started

a scholarship fund with a gift of $20,000. C and B John Deere have loaned the program $5,000,000 in ag equipment (e.g., tractors, combines, and corn harvester) for a total of eight vehicles.

- In collaboration with multiple units across campus, College of Technology's Student Services has decided to revamp our admission procedures to offer direct admission to students while still keeping our entrance advising processes intact. With this change, students will be able to receive scholarship offers BEFORE enrolling in College of Technology programs. This decision will enhance our capability to attract top-performing students from all over the State.

- Our Aircraft Maintenance Technology Program received a DC-8 commercial jet from NASA. This jet is fully functional and airworthy but will be used as a ground trainer. This new plane will allow students in the program an opportunity to train on a larger aircraft with modern engines, flight control systems, and avionics.

- Scholarships and endowments have been created by supporters of the College of Technology within this last school year. These gifts will benefit many students, in particular students participating in the Center for New Directions and in our Continuing Education & Workforce Training Plumbing Apprenticeship.

Kasiska Division of Health Sciences

- Celebrating 30 years of the Family Medicine Residency.

- Celebrating the first graduating class of UofU/ISU Idaho Track Psychiatry Residency.

- Establishment of an interdisciplinary psychiatric and counseling clinic.

- Sports Medicine Physician Fellowship receives preliminary accreditation and will enroll first fellow in July 2025.

- Establish multiple articulation and pathways agreements with sister institutions for students to enter ISU health programs.

- Idaho State University is one of only seven universities in the United States where students can obtain a technical certificate all the way to a PhD, including over 55 health professions programs that enhance and expand Idaho's health care workforce

- Wilderness and Austere Medicine Fellowship for Family Medicine: The Wilderness and Austere Medicine Fellowship at ISU is a one-year post-graduate fellowship open to applicants who have successfully completed a residency in family medicine, are board certified in family medicine, and eligible for licensing in the state of Idaho.

College of Health

The focus of the College of Health is "serving the health care needs of Idahoans through education and clinical practice".

- The COH received the Idaho Workforce Grant to fund a COH Simulation Center. This funded $751,003 in April 2024 and a $812,00 cash match from Portneuf Health Trust to refurbish 5,000 square feet of space. An additional $240,000 of funding came from Kootenai Health and St. Luke's to fund two 0.5 FTE. Grand total: $1.8 million.

- Faculty in the Department of Communication and Sciences were awarded two major grants from the US Department of Education Office of Special Education Programs in support of increasing the number of highly qualified early intervention providers to serve children who are Deaf/Hard-of-Hearing. Dr. Blaiser and other researchers were funded for a total of $2.2 million. These are two of the 18 Early Childhood competitive grants awarded in the nation and only one other entity received both of these grants simultaneously.

- New or expanding programs that have been approved within the College of Health in 2023-2024 and will be starting in the near future include: 1) Certified Registered Nurse Anesthetist (CRNA) doctoral program; 2) Dental Hygiene: Accelerated associate to BS Completion; 3) Expansion of Nutrition & Dietetics BS to Meridian campus; 4) Expansion of Accelerated Nursing BS to Kootenai (north Idaho); 5) PharmD/MPH Dual degree.

College of Pharmacy

- Initiated ACPE Accreditation Self-Study to be complete December of 2024. The Accreditation Council for Pharmacy Education (ACPE) accreditation self-study process is a comprehensive review conducted by the College of Pharmacy to assess its compliance with ACPE standards and guidelines for the Doctor of Pharmacy program. This process is an initial and critical step for continued accreditation and maintaining the quality and integrity of pharmacy education. The effort includes preparation & planning, data collection and analysis, team writing of self-study, review and feedback, and final submission.

- Two new Bengal Pharmacy locations are set to open in Chubbuck and McCammon. All licensing and contracts are set to be completed in June of 2024.

- Hiring of Center for Advancing Pharmacy Practice and Research Excellence (CAPPRE) Director and implementing the CAPPRE organizational structure.

- 4 faculty promoted; 1 faculty earned tenure

- Implemented monthly professional development program for administration, faculty, and staff to improve the culture in the College and promote inclusivity.

Graduate School:

- The Graduate School launched its strategic recruitment initiative, in FY23, which focused on high-growth potential graduate programs in the institution. In FY24 we completed the first action stage for 11 Strategic Recruitment Plans to market and recruit for programs with high growth capacity.

- The premiere Graduate School event, 3 Minute-Thesis competition has grown to a record number of presenters. This event allows graduates to showcase their scholarly work to a general audience, in person and online, about their work at ISU.

- The Graduate School took the lead on moving the 10th Annual Graduate Research Symposium to a new level, collaborating with annual events by the Office of Research and the Kasiska Division of Health Sciences to develop a University-wide Research Symposium. This first collaborative effort saw 246 students as authors on oral and poster presentations in Pocatello, Meridian, and Online.

- As an additional FYI, in FY 24, the Graduate School provided over 6 million dollars in scholarships and direct student support to advance graduate education, graduate research, and graduate student welfare at Idaho State University.

Library:

- In FY24, the Library continued to serve students in person at its locations in Meridian, Pocatello and Idaho Falls, providing digital service for all students. Library faculty delivered five sections of LLIB 1115 each semester of the academic year, the Information Literacy element within ROAR 1101, and workshops specific to individual ISU courses.

- Use of the Library digital collection by the ISU community remains high, with over 1.3 million searches recorded for FY24. The Library borrowed books and journal articles not owned and requested by ISU students, and reciprocated by lending books and journals to sister libraries across the country. The Library experienced turnover in both the Idaho Falls and the Meridian locations in FY24 and in FY 24, these critical positions were both filled.

- During the course of FY24, work on the substantial first floor renovation in Pocatello continued and was completed. An April “unveiling” of the area was hosted by President Wagner, and the success of its welcoming design was evident as students moved directly into the area even as construction stanchions were being removed.

- Staff continues to conduct qualitative analyses and review of collections housed on all four floors, and as of late spring 2024, have partially populated new basement condensed shelving by relocating designated items from the second and third floor collections. This work will continue throughout the coming year; the end result will be a removal of duplicate content, efficient use of space, and increased study space for students.

Part II – Performance Measures

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Goal 1: Increase student access, opportunity, retention, and success Objective: Increase access and enrollment using targeted recruitment						
1. Fall-to-fall, full-time, first-time bachelor degree-seeking student retention rate . **Benchmark Definition:** A 10% increase in fall-to-fall, full-time, first-time bachelor degree-seeking student retention rate to 75%. SBOE benchmark = 85%)[1] (SBOE system-wide Strategic Plan Measure).	actual	63% (Fall 2019 cohort)	67% (Fall 2020 cohort)	71% (Fall 2021 cohort)	74% (Fall 2022 cohort)	---------
	target	*72%*	*72%*	*72%*	*72%*	*73%*
Idaho State Board Of Education System-Wide Strategic Plan Measures						
2. Math Pathways VI - Percent of new degree-seeking freshmen completing a gateway math course within two years. (FY 2027 = 60% or more)[2] (SBOE system-wide Strategic Plan Measure)	actual	71%	73%	76%	82%	---------
	target	*75%*	*75%*	75%	75%	75%
3. Remediation Reform V - Percent of undergraduate, degree-seeking students who took a remedial course and completed a subsequent credit bearing course (in the area identified as needing remediation) within a year with a "C-" or higher. (FY 2027 = Math 45%, English 72%) [3] (SBOE system-wide Strategic Plan Measure)	Math - actual	29%	38%	47%	54%	---------
	target	*39%*	*40%*	*43%*	*43%*	*44%*
	English -actual	60%	64%	68%	76%	---------
	target	*68%*	*70%*	*71%*	*71%*	*72%*
4. Timely Degree I - Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting. (FY 2027 = 40%) [4] (SBOE system-wide Strategic Plan Measure)	actual	24%	24%	24%	24%	---------
	target	*29%*	*29%*	*33%*	*33%*	*36%*

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
5. Timely Degree II - Percent of first-time, full-time, freshmen graduating within 150% of time. (FY 2027 = 40%) [5] (SBOE system-wide Strategic Plan Measure)	actual	36% (Fall 2015 cohort)	34% (Fall 2016 cohort)	35% (Fall 2017 cohort)	35% (Fall 2018 cohort)	---------
	target	*35%*	*35%*	*39%*	*39%*	*37%*
6. Guided Pathways VII - Percent of first-time, full-time freshmen graduating within 100% of time. (FY 2027 = 30%) [5] (SBOE system-wide Strategic Plan Measure)	actual	24% (Fall 2017 cohort)	20% (Fall 2018 cohort)	22% (Fall 2019 cohort)	24% (Fall 2020 cohort)	---------
	target	*20%*	*22%*	*24%*	*24%*	*25%*

Special Programs

Idaho Dental Education Program

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
GOAL 1: Provide access to a quality dental education for qualified Idaho residents						
7. Contract for 4-year dental education for at least 8 Idaho residents	actual	8	8	8	8	
	target	*8*	*≥8*	*10*	*10*	*10*

Department of Family Medicine

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
GOAL 1: Expand to a New Facility						
8. By the end of FY 2024, the clinic site is identified.	actual	Completed	Completed	Completed	Completed	Completed
	target	*Identify a site for a new clinic*	*Identify a site for a new clinic*	*Complete (Benchmark 2021)*		

Idaho Museum of Natural History

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
GOAL 1: Demonstrate the IMNH's essential value						
9. By July 2028, IMNH will increase the number of visitors to the museum by 25%.	actual	6,575	8,117	8,619	8,883	
	target	*9333*	*8000*	*8240*	*8800*	*9350*

Performance Measure Explanatory Notes *(Optional)*

1. ISU was able to identify students that were not returning to ISU in order to serve on a religious mission or active military duty. These students were excluded from the cohorts per the U.S. Department of Education instructions. This revision of the cohort data may cause slight differences in data reported in the Strategic Plan.

2. The methodology for this metric was revised by SBOE in 2022 for all years. Benchmarks were revised in FY 2023. All first-time undergraduate bachelor degree-seeking students in the fall term

that are still enrolled for their second year that completed their gateway math course within two years. Transcripted credit from other institutions and secondary coursework is evaluated for this metric.

3. The methodology for this metric was revised by SBOE in 2022 for all years. Benchmarks were revised in FY 2023. Remedial Math includes courses numbered below a 100 level, Math 1108, 1108P – Intermediate Algebra, MATH 1123P and 1153P are a co-requisite model. Remedial English courses were replaced with a co-requisite model in 2015. ENGL 1101P is a variation of ENGL 1101 in which students not placing into ENGL 1101 receive intensive supplemental instruction in reading, analyzing, and writing expository essays. Student cohorts are all undergraduate degree-seeking students enrolled in a remedial or co-requisite course. The student has until the end of the next year's semester to successfully complete a college level course. For example, if a student successfully completed a remedial course in Fall 2017, the student would have until the end of Fall 2018 to complete a college level course with a C- or higher. If the student passed a co-requisite course with a C- of higher, the student is counted as completing a college-level course within a year. Data includes college level coursework transferred to ISU after the student's first ISU term enrolled in a remedial course as an undergraduate degree-seeking student.

4. The methodology for this metric was revised by SBOE in 2022 for all years. Students that earn a degree in the academic year are not included. Transfer credits are excluded. Only undergraduate degree-seeking students in the fall term of the academic year are included in the metric.

5. Timely Degree II and Guided Pathways VII - Percent of first-time, full-time freshmen graduating within 150% and 100% of time updated to reflect the most accurate data as of July 10, 2024.

For More Information Contact
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Idaho State University, Stop 8310
Pocatello, ID 83209-8310
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E-mail: robertwagner@isu.edu

Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: President's office

Director's Signature

Date 8/14/2024

Please return to:

Division of Financial Management
304 N. 8th Street, 3rd Floor
Boise, Idaho 83720-0032

FAX: 334-2438
E-mail: info@dfm.idaho.gov

University of Idaho Performance Report

Part I – Agency Profile

Agency Overview

As designated by the Carnegie Foundation, the University of Idaho is a doctoral granting higher research activity institution and the state's land-grant university committed to undergraduate- and graduate-research education with extension services responsive to Idaho and the region's business and community needs. The University is also responsible for medical and veterinary medical education programs in which the state of Idaho participates; WWAMI – Washington-Wyoming-Montana-Alaska-Idaho for medical education; WI – Washington-Idaho for veterinary medical education. The University of Idaho has a primary and continuing emphasis in agriculture, natural resources and metallurgy, engineering, architecture, law, foreign languages, teacher preparation and international programs, business, education, liberal arts, physical, life and social sciences; some of which also provide the core curriculum or general education portion of the curriculum.

The institution serves students, business and industry, the professional and public sector groups throughout the state and nation as well as diverse and special constituencies. The University also has specific responsibilities in research and extension programs related to its land-grant functions. The University of Idaho works in collaboration with other state postsecondary institutions in serving these constituencies.

University of Idaho (U of I) Core Functions/Idaho Code

Recognizing that education was vital to the development of Idaho, the Idaho territorial legislature set as a major objective the establishment of an institution that would offer to all the people of the territory, on equal terms, higher education that would excel not only in the arts, letters, and sciences, but also in the agricultural and mechanic arts. The federal government's extensive land grants, particularly under the Morrill Act of 1862, provided substantial assistance in this undertaking. Subsequent federal legislation provided further for the teaching function of the institution and for programs of research and extension. In all, approximately 240,000 acres were allocated to the support of the University of Idaho's land-grant institution.

After selecting Moscow as the site for the new university, in part because Moscow was located in the "center of one of the richest and most populous agricultural sections in the entire Northwest" and the surrounding area was not subject to the "vicissitudes of booms, excitement, or speculation," the University of Idaho was founded January 30, 1889, by an act of the 15th and last territorial legislature. That act, commonly known as the university's' charter, became a part of Idaho's organic law by virtue of its confirmation under article IX, section 10, of the state constitution when Idaho was admitted to the union. As the constitution of 1890 provides, "The location of the University of Idaho, as established by existing laws, is hereby confirmed. All the rights, immunities, franchises, and endowments heretofore granted thereto by the territory of Idaho are hereby perpetuated unto the said university. The regents shall have the general supervision of the university and the control and direction of all the funds of, and appropriations to, the university, under such regulations as may be prescribed by law." Under these provisions, the University of Idaho was given status as a constitutional entity.

WWAMI (Washington, Wyoming, Alaska, Montana, Idaho) Medical Education Core Functions/Idaho Code

The core function of Idaho WWAMI at the University of Idaho is to provide qualified Idaho residents with access to and education in medical training as part of the Idaho State Board of Education's contract with the University of Washington School of Medicine. Idaho Code **§33-3720** authorizes the State Board of Education to enter into contractual agreements to provide access for Idaho residents to qualified professional studies programs, and specifically, the WWAMI Medical Education Program (33-3717B(7)).

WIMU (Washington-Idaho-Montana-Utah) Veterinary Medicine Core Functions/Idaho Code

Idaho Code § 33-3720. Professional Studies Program: Authorizes the State Board of Education to enter into contract agreements to provide access for Idaho residents to qualified professional studies programs, including the Washington-Idaho W-I (formerly WOI) Veterinary Medical Education Program [33-3717B (7)]. The original Tri-State [Washington-Oregon-Idaho (WOI)] Veterinary Education Program was authorized by the Idaho Legislature in 1973.

The University of Idaho (through the Idaho State Board of Education) contracts with WSU/CVM for admission of 11 new Idaho resident students per year; a total of 44 Idaho resident students are supported in the 4-year program annually by the Idaho contract. In addition, the program provides support for students in their 4th year of veterinary school to participate in the equivalent of 65, one-month clinical rotations specifically related to food animal production medicine offered by University of Idaho faculty. Faculty members interact with Idaho veterinarians and livestock producers providing education and recommendations concerning animal production, diagnosis and clinical assessment of disease situations.

Core Functions include:

1. Providing access to veterinary medical education at WSU/CVM for Idaho residents – the current W-I contract reserves 44 seats per year for veterinary medical students with Idaho residency.

2. Assisting Idaho in meeting its needs for veterinarians – provide Idaho-trained, Idaho-resident graduate veterinarians to meet annual employment demands for the State.

3. Providing hands-on experiential learning opportunities for senior veterinary students by teaching supplemental core rotations in food animal production medicine and clinical experience, which are offered year-round throughout Idaho.

4. Providing access to referral services for Idaho veterinarians in the areas of food animal production, diagnosis, and clinical evaluation of diseases through conduct of on-farm disease investigations for herd problems as requested by Idaho veterinarians and livestock producers.

Agricultural Research and Extension Service Core Functions/Idaho Code

The College of Agriculture (now the College of Agricultural and Life Sciences) in connection with the University of Idaho was established through Idaho Code **§33-2813**. The agricultural research station as a part of the college was created by legislative assent to the Hatch Act via Idaho Code **§33-9902**. The legislative assent to the Smith-Lever Act for cooperative agricultural extension work was created through legislative assent indicated in Idaho Code **§33-2904**. Lastly, Idaho Code **§33-2908** sets out legislative assent to an act of Congress approved May 22, 1928 for the further development of agricultural extension work between the agricultural colleges in the several states receiving the benefits of the Morrill Act and authorizes the State Board of Education and Board of Regents of the University of Idaho to receive the grants of money appropriated under said act and to organize and conduct agricultural extension work which shall be carried on in connection with the College of Agriculture of the state university.

Forest Utilization Research and Outreach (FUR) Core Functions/Idaho Code

The duty of the Experiment Station of the University of Idaho's College of Natural Resources is to institute and conduct investigations and research into the forestry, wildlife and range problems of the lands within the state. Such problems specifically include forest and timber growing, timber products marketing, seed and nursery stock production, game and other wildlife, forage and rangeland resources and effects of fire on these systems. Information resulting from cooperative investigation and research, including continuing inquiry into public policy issues pertinent to resource and land use questions of general interest to the people of Idaho, is to be published

and distributed to affected industries and interests. (Idaho Code § 38-701, 38-703, 38-706, 38-707, 38-708, 38-709, 38-710, 38-711, 38-714, 38-715)

Idaho Geological Survey (IGS) Core Functions/Idaho Code

Idaho Code Title 47, Chapter 2, defines the authority, administration, advisory board members, functions, and duties of the IGS.

- **Section 47-201**: Creates the IGS to be administered as a special program at the University of Idaho. Specifies the purpose as the lead state agency for the collection, interpretation, and dissemination of geologic and mineral information. Establishes a Survey advisory board and designates advisory board members and terms.

- **Section 47-202**: Provides for an annual meeting of the advisory board and location of the chief office at the University of Idaho. Specifies the director of the IGS report to the President of the University through the Vice President for Research and Economic Development. Specifies for the appointment of a state geologist.

- **Section 47-203**: Defines the duties of the IGS to conduct statewide studies in the field and in the laboratory and to prepare and publish reports on the geology, hydrology, geologic hazards, and mineral resources of Idaho. Provides for establishment of a publication fund. Allows the Survey to seek and accept funded projects from and to cooperate with other agencies. Allows satellite offices at Boise State University and Idaho State University.

- **Section 47-204**: Specifies the preparation, contents, and delivery of a Survey Annual Report.

University of Idaho (U of I) Revenue and Expenditures[1]

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
Approp: General Funds	132,788,600	141,626,500	155,027,700	
Approp: Federal Stimulus				
Approp: Endowment Funds	11,738,400	12,497,500	14,480,100	
Approp: Student Fees	71,512,224	70,032,414	74,862,692	
Institutional Student Fees[2]	21,225,062	23,868,976	23,265,092	
Federal Grants & Contracts	94,467,733	121,582,740	103,720,582	
State Grants & Contracts[2]	7,742,336	6,172,809	6,760,945	
Private Gifts, Grants & Contracts	3,141,221	3,370,957	4,120,123	
Sales & Serv of Educ Act	10,351,448	10,180,527	10,512,673	
Sales & Serv of Aux Ent	15,883,334	23,517,262	25,930,123	
Indirect Costs/Other	42,192,304	11,141,715	65,485,201	
Total	**$411,042,662**	**$423,991,400**	**484,165,231**	
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Instruction	$94,197,626	$101,515,843	$115,560,955	
Research	74,264,616	74,415,907	83,729,148	
Public Service	42,072,302	47,886,925	48,518,490	
Library	7,146,419	7,323,004	7,080,377	
Student Services	12,872,361	13,443,115	14,885,737	
Physical Plant	58,952,140	61,297,774	76,814,990	
Institutional Support	37,525,870	47,317,976	54,994,917	
Academic Support	18,361,521	19,230,553	22,735,283	
Athletics	12,930,305	8,757,276	13,870,157	
Auxiliary Enterprises	12,292,493	20,214,008	22,193,107	
Scholarships/Fellowships	17,584,675	30,385,744	23,591,679	
Other	0	0	0	

Total	**$388,200,328**	**$431,788,125**	**$483,974,840**

1. These amounts conform to our audited financial statements available in the Fall.

WWAMI (Washington, Wyoming, Alaska, Montana, Idaho) Medical Revenue and Expenditure

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Fund	$6,575,600	$6,879,400	$6,973,400	$7,285,500
Unrestricted Current	2,417,850	2,427,059	3,670,600	3,212,768
Total	**$8,993,450**	**$9,306,459**	**$10,644,000**	**$10,498,268**
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	$2,484,288	$2,906,831	$3,513,953	$3,937,022
Operating Expenditures	2,121,764	1,018,643	946,708	2,078,195
Capital Outlay	92,220	163,528	44,504	154,320
Trustee/Benefit Payments	4,566,008	4,621,000	4,778,635	4,987,286
Total	**$9,264,280**	**$8,710,001**	**$9,283,799**	**$11,156,822**

WIMU (Washington-Idaho-Montana-Utah) Veterinary Medicine Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Fund	$2,100,200	$2,258,800	$2,351,300	$2,844,400
Total	**$2,100,200**	**$2,258,800**	**$2,351,300**	**$2,844,400**
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY2024**
Personnel Costs	$543,700	$448,900	$550,336	$683,285
Operating Expenditures	$1,456,500	$1,709,900	$1,700,964	$1,880,752
Capital Outlay				$180,363*
Trustee/Benefit Payments	$100,000	$100,000	$100,000	$100,000
Total	**$2,100,200**	**$2,258,800**	**$2,351,300**	**$2,844,400**

Agricultural Research and Extension Service Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Fund	$32,108,400	$32,695,100	$35,395,700	$36,708,300
Federal Grant	$5,949,491	$5,949,491	$5,991,016	$6,064,154
Misc Revenue	0	0	0	0
Restricted Equine Education	0	0	0	0
Total	**$38,057,891**	**$38,644,591**	**$41,386,716**	**$42,862,454**
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	$30,703,497	$30,474,135	$33,041,894	$30,578,801
Operating Expenditures	$4,082,754	$6,561,390	$6,668,775	$9,258,098
Capital Outlay	$1,316,000	$1,871,533	$3,435,958	$3,514,927
Trustee/Benefit Payments	0	0	0	0
Total	**$36,102,251**	**$38,907,059**	**$43,146,627**	**$43,351,825**

University of Idaho Performance Report

Forest Utilization Research and Outreach (FUR) Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Fund	$1,421,000	$1,447,700	$1,526,900	$1.599.500
Total	**$1, 421,100**	**$1,447,700**	**$1,526,900**	**$1,599,500**
Expenditures				
Personnel Costs	$1,258,400	$1,274,320	$1,364,300	$1,429,100
Operating Expenditures	$162,600	$173,380	$162,600	$170,400
Capital Outlay				
Trustee/Benefit Payments				
FY21 5% General Fund Holdback	$71,100			
Total	**$1,349,900**	**$1,447,700**	**$1,526,900**	**$1,599,500**

Idaho Geological Survey (IGS) Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Fund	$1,105,200	$1,128,300	$1,230,200	$1,294,000
Total	**$1,105,200**	**$1,128,300**	**$1,230,200**	**$1,294,000**
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	$516,492	$569,376	$986,802	$989,925
Operating Expenditures	$368,667	$475,581	$104,287	$181,195
Capital Outlay	$164,741	$83,343	$139,111	$122,880
Trustee/Benefit Payments	0	0	0	0
Furlough Deduction	$55,300	N/A	N/A	N/A
Total	**$1,105,200**	**$1,128,300**	**$1,230,200**	**$1,294,000**

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Annual (unduplicated) Enrollment Headcount[1]				
- Undergraduate	7,401	7,478	7,671	7,883
- Graduate	2,187	2,359	2,400	2,317
- Professional	542	519	482	509
Total	10,130	10,356	10,553	10,709
Annual Credit Hours Taught[1]				
- Undergraduate	211,198	210,017	221,509	233,270
- Graduate	29,157	31,599	30,894	30,133
- Professional	17,733	17,250	16,815	17,018
Total	258,088	258,866	269,218	280,421
Annual Enrollment FTE[2]				
- Undergraduate	7,040	7,001	7,384	7,776
- Graduate	1,215	1,317	1,287	1,256
- Professional	557	537	505	530
Total	8,812	8,885	9,176	9,561
Degree Production: Unduplicated HC of Graduates over rolling 3-yr average degree-seeking student FTE[3]				
- Academic Certificates				
- Undergraduate	56%	62%	42%	44%
- Graduate	22%	22%	22%	25%
- Professional	42%	46%	50%	46%
	35%	39%	26%	28%

University of Idaho — Performance Report

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Undergraduate Cost per Credit: Cost of College Step 4[4] / EWA weighted undergrad credits (all students calculated by cip code)	$191,926,758 / 378,516.27 $507.1	$154,665,798 / 382,922 $403.9	$145,534,076 / 402,866.8 $361.2	$187,374,523/ 413,815.7 $452.8
Graduates (UG) per $100,000: unduplicated HC of UG degree + certificate graduates / Cost of College Step 4[4]	(1685/1919) 0.88	(1642/1547) 1.06	(1563/1455) 1.07	(1864/1874) 0.99
Dual Credit hours taught[5] - Total Annual Credit Hours - Total Annual Student Headcount	 8,996 1,886	 8,835 1,868	 12,051 2,506	 14,904 2,970
Undergraduate students participating in Study Abroad and National Student Exchange programs[6] - Number - Percent	 29 0.4%	 451 6.0%	 690 9%	 404 8%
Percent of undergraduate students participating in research programs[8]	56%	53%	55%	54%
Number and Percent of UG degrees conferred in STEM fields[9] UI Number / Percent	627 / 1,631 38%	624 / 1,579 40%	601 /1,507 40%	616/1,495 41%
Percent of students participating in service-learning opportunities[10] - Number - Percent	1,701 / 7,401 23.0%	1,737 / 7,878 22.0%	1,351 / 7,671 17.6%	1,670 / 7,883 21.2%
Institution primary reserve ratio comparable to the advisable level of reserves[11]	42%	26%	31%[12]	
Number of Postdocs, and Non-faculty Research Staff with Doctorates.[13] (Goal 1: Objective A Measure II)	70	106	122	191
Research Expenditures ($Million) (Goal 1: Objective A Measure I)	$112,810 M	$105,895 M	$115,603 M	$135,901 M
NSSE Means Service Learning, Field Placement or Study Abroad[14] (Goal 2: Objective C Measure II)	53%	35%	35%	35%
Faculty Collaboration with Communities (HERI)[15] (Goal 2: Objective B Measure I)	57%	57%	57%	57%
Enrollment (Fall Census)[16] (Goal 3: Objective A Measure I)	10,791	11,303	11,507	11,849
Percent Multicultural Faculty & Staff[18] (Goal 4: Objective A Measure III)	20.6% / 13.4%	21.0% / 14.6%	21.3% / 14.7%	23.3% 14.4%
Multicultural Student Enrollment[19] (Goal 4 Objective A Measure I)	2,406	2,607	2,690	2,740
Proportion of postsecondary graduates with student loan debt - Bachelors degrees	882/1,568 56.3%	814/1,507 54.0%	745/1,457 51.1%	698/1,434 48.7
Total number of certificates/degrees produced - Certificates less than 1 year - Certificates 1 year or more - Associates - Bachelors - Certificate – Graduate - Graduate (Masters, Specialists and Doctorates) - Professional (M.S.A.T., J.D, Ed.D.. and D.A.T.) - Total	 92 0 0 1,631 36 528 171 **2,458**	 118 0 0 1,579 24 596 208 **2,525**	 88 0 0 1,504 28 656 145 **2,421**	 130 0 283 1,493 36 615 151 **2,708**

Number of unduplicated graduates:				
- Certificates less than 1 year	82	111	78	112
- Certificates 1 year or more	0	0	0	0
- Associates	0	0	0	283
- Bachelors	1,568	1,507	1,457	1,434
- Certificate - Graduate	36	24	28	35
- Graduate (Masters, Specialists and Doctorates)	526	596	654	614
- Professional (M.S.A.T., J.D, Ed.D.. and D.A.T.)	171	208	145	151
- Total	**2,382**	**2,446**	**2,363**	**2,629**
Percent of undergraduate, degree-seeking students who took a remedial Math course and completed a subsequent credit bearing course within a year with a "C" or higher[20]	52.4% 300/573	56.6% 300/530	48.3% 230/476	40.7% 245/602
Percent of undergraduate, degree-seeking students who took a remedial English course and completed a subsequent credit bearing course within a year with a "C" or higher[20]	69.0% 171/248	71.0% 196/276	65.1% 188/289	63.7% 174/273
Percent of new degree-seeking freshmen completing a gateway math course within two years	93.3% 1,016 / 1,089 Cohort 2018-19	91.7% 1,030 / 1,123 Cohort 2019-20	88.2% 924 / 1,048 Cohort 2020-21	87.1% 1,050 / 1,205 Cohort 2021-22

Footnotes for Profile of Cases Managed and/or Key Services Provided

[1] Summer, Fall and Spring, as reported to SBOE on the PSR-1 Annual Student Enrollment Report only includes UG and GR (no early college).

[2] Based on SBOE Annual PSR-1. FTE = Annual Credits divided by 30 for Undergraduate, 24 for Graduate, 28 for Law. WWAMI is student headcount.

[3] Rolling 3-year FTE calculated from UI data warehouse to derive Academic Certificate values.

[4] Cost of College Step 4 figures based on Audited Financial Statements for previous FY (from General Accounting office). Total weighted undergraduate credit hours from EWA divided by undergraduate dollars from Cost of College report.

[5] Only postsecondary credits taken by high school students are counted as dual credit.

[6] Study Abroad and National Student Exchange are coded in the course subject fields.

[7] Idaho public high school graduates in the previous year requiring remedial education.

[8] From the UI web-based, Graduating Senior Survey.

[9] Bachelor's degrees only, as reported to IPEDS. STEM fields using CCA definitions.

[10] Number of participating students, as reported by UI Career Center/Service Learning Center, divided by degree seeking UG student headcount.

[11]As reported by UI Controller's Office, Benchmark based on NACUBO recommendations. Values represent calculations for prior fiscal year.

[12]Institution Primary Reserve Ratio is available with the audited financials in Fall.

[13]Postdocs and Non-faculty Research Staff with Doctorates as reported annually in the Graduate Students and Postdoctorates in Science and Engineering Survey (http://www.nsf.gov/statistics/srvygradpostdoc/#qs).

[14] This is the average percentage of those who engaged in service learning (item 12 2015 NSSE), field experience (item 11a NSSE) and study abroad (item 11d) from the NSSE. Survey completed every three years.

[15] HERI Faculty Survey completed by undergraduate faculty where respondents indicated that over the past two years they had, "Collaborated with the local community in research/teaching." This survey is administered every three to five years.

[16]This metric consists of headcounts from the data set used in reporting headcounts to the SBOE, IPEDS and the Common Data Set as of Fall census date. The data is updated annually.

[18]The percentage of full-time faculty and staff that are not Caucasian/Unknown from the IPEDS report. Full-time faculty is as reported in IPEDS HR Part A1 for full-time tenured and tenure track. Full-time staff is as reported in IPEDS B1 using occupational category totals for full-time non-instructional staff.
[19]The headcounts used for this metric are derived from the data set used to report to the SBOE at fall census date. This is based on the categories used by IPEDS and the Common Data Set. The census date data is updated annually.
[20] As reported on the SBOE Remediation Report.

Part II – Performance Measures

University of Idaho

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Timely Degree Completion						
I. Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting	actual	6,288 2,631 41.8%	6,368 2,455 38.6%	6,659 2,620 39.3%	6,880 2,293 42.5%	
	target	*40%*	*40%*	*42%*	*42%*	*42%*
II. Percent of first-time, full-time, freshmen graduating within 150% of time[1]	actual	59.5% 923 1,552 Cohort 2014-15	59.1% 919 1,556 Cohort 2015-16	61.0% 996 1,632 Cohort 2016-17	61% 922 1,517 Cohort 2017-18	
	target	*58%*	*58%*	*60%*	*60%*	*60%*
III. Retention New Freshman Retention Rate Full-time Percent[3]	actual	76.8% Cohort 2019-20	74.57% Cohort 2020-21	73.78% Cohort 2021-22	75% Cohort 2022-23	
	target	*84%*	*84%*	*80%*	*80%*	*80%*
IV. Retention New Transfer Retention Rate Full-time Percent[2]	actual	82.9%	79.7%	79.6%	84.1%	
	target	*79%*	*79%*	*80%*	*80%*	*80%*
V. Percent of first-time, full-time freshmen graduating within 100% of time[1]	actual	40.7% 663 1,630 Cohort 2016-17	41.1% 577 1,517 Cohort 2017-18	42.9% 603 1,406 Cohort 2018-19	42.7% 622 1,456 Cohort 2019-20	
	target	*34%*	*34%*	*42%*	*42%*	*42%*

Special Programs

University of Idaho Performance Report

WWAMI (Washington, Wyoming, Alaska, Montana, Idaho) Medical Education

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
GOAL 1: INNOVATE - Scholarly and creative work with impact						
VI. The number of WWAMI rural summer training placements in Idaho each year.	actual	20	17	20	17	
	target	*20*	*20*	*20*	*20*	*20*

WIMU (Washington-Idaho-Montana-Utah) Veterinary Medical Education Program

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
GOAL 1: Transform: Increase our educational impact						
VII. Offer elective rotations in food animal medicine for experiential learning opportunities.	actual	22	15	51	44	
	target	*40*	*40*	*40*	*40*	*40*

Agricultural Research and Extension Service

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
GOAL 2: Engage: Suggest and influence change that addresses societal needs and global issues, and advances economic development and culture.						
VIII. Number of individuals/families benefiting from Outreach Programs.	actual	220,402	265,661	481,809	397,435	
	target	*430,000*	*430,000*	*430,000*	*430,000*	*500,000*

Forest Utilization Research and Outreach (FUR)

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
GOAL 1: Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.						
IX. Number of CNR faculty, staff, students and constituency groups involved in FUR-related scholarship or capacity building activities.	actual	62	61	70	57	
	target	*52*	*54*	*55*	*56*	*58*

Idaho Geological Survey (IGS)

University of Idaho Performance Report

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
GOAL 2: Research: Promote, foster, and sustain a climate for research excellence. Develop existing competitive strengths in geological expertise. Maintain national level recognition and research competitiveness in digital geological mapping and applied research activities. Sustain and build a strong research program through interdisciplinary collaboration with academic institutions, state and federal land management agencies, and industry partners.						
X. Maintain externally funded grant and contract dollars to support IGS mission.	actual	$662,366	$930,195	$932,302	$1,528,542	
	target	*$500,000*	*$500,000*	*$500,000*	*$600,000*	*$700,000*

Performance Measure Explanatory Notes

[1] FTFT Graduating in 150% FY20-23 and FTFT graduating 100% of time FY21-FY23 updated to reflect more accurate measures.
[2] As reported to IPEDS. Each year's rates reflect the percentage returning the fall of the FY specified. FY22 is updated to reflect more accurate measure.

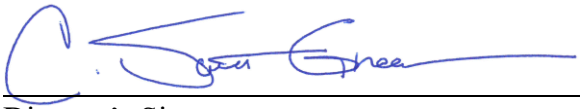
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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Office of the President



Director's Signature

08/09/2024
Date

Please return to:

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Health Programs Full Circle Health Performance Report

Part I – Agency Profile

Agency Overview

There are four distinct family medicine and pediatrics residencies in Idaho that comprise eight accredited programs. These three distinct programs are Full Circle Health (formally The Family Medicine Residency of Idaho)(FCH) in Boise, the Idaho State University Family Medicine Residency (ISU FMR) in Pocatello, the Kootenai Family Medicine Residency in Coeur d'Alene and the HCA/EIRMC Family Medicine Residency in Idaho Falls. All four programs are partially funded from State allocations, grants, local hospitals, Medicaid, Medicare, and other patient revenues.
Full Circle Health(FCH) was founded in 1975 as a non-profit, independent, corporate entity and is the largest and oldest. FCH consists of four separately accredited GME Family Medicine programs and one Pediatrics residency program. The oldest and first program is in Boise (1975), the most recent is Pediatrics Program (2023) in Boise. The other three programs are in Nampa (2019) and two Rural Training Programs in Caldwell (1995) and Magic Valley (2008). FCH is a Federally Qualified Health Center (FQHC) and one of the first 11 federally designated Teaching Health Centers in the United States. FCH is governed by a consumer-based independent board and has a Graduate Medical Education Committee that oversees all residency education functions. The President, Chief Executive Officer, and Designated Institutional Official of FCH is Ted Epperly, MD. The Boise Program Director is Abby Davids, MD, the Nampa Program Director is Kim Stutzman, MD, the Caldwell RTT Program Director is Samantha Portenier, MD, the Magic Valley Rural Program Director is Josh Kern, MD and the Pediatrics Program Director is Perry Brown, MD. FCH is affiliated with the University of Washington WWAMI Residency Network.

Core Functions/Idaho Code

There are two core functions of FCH:

1. Training family physicians and pediatricians to provide care to rural, urban and suburban populations throughout Idaho. FCH, including its Boise, Nampa, Caldwell rural program, and Magic Valley rural program, will have up to 84residents in training at any one time and now graduates 23 new family physicians each June. Idaho ranks 45th out of 50 for active primary care physicians per capita in the USA and ninety-five percent of all Idaho counties are Health Professional Shortage Areas for primary care. FCH has an excellent track record of recruiting family physicians that settle and stay in isolated rural Idaho. Currently, FCH's residency programs are exceeding their recruitment target of 50% of their graduates staying within Idaho. Since 1975 FCH had graduated 453 family medicine physicians., 52% of family medicine physicians have been recruited and settled in Idaho since the beginning of our program. This retention rate ranks us 7th best in the United States at keeping graduates in the state they train in. Of those residents choosing to remain in Idaho, 40% have chosen to practice in rural, underserved or health professional shortage areas for primary care.

2. Provision of services to underserved populations in Boise. Over the last five decades, FCH has become the leading medical provider to the underserved population of Ada County. The FCH is the largest provider of care to the Medicaid population in the State of Idaho. FCH provides over twenty-five million dollars in medical and mental health services to Medicaid, Medicare and the indigent and absorbs over five million dollars of uncompensated care annually. FCH residents who settle in Idaho communities have an excellent track record of continuing outreach services to Medicare, Medicaid, uninsured and indigent patients and supporting free clinics in their communities.

Health Programs Full Circle Health Performance Report

Revenue and Expenditures

Revenue		FY 2021	FY 2022	FY 2023	FY 2024
General Fund		$2,859,500	$3,010,000	$3,160,000	
	Total	**$2,859,500**	**$3,010,000**	**$3,160,000**	
Expenditures		**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs		$2,573,550	$2,709,000	$2,844,000	$2,970,000
Operating Expenditures		$285,950	$301,000	$316,000	$330,000
Capital Outlay		0	0	0	0
Trustee/Benefit Payments		0	0	0	0
	Total	**$2,859,500**	**$3,010,000**	**$3,160,000**	**$3,300,000**

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Number of Residents in Training	63	70	70	74
Average Total State Funded Dollar Cost per Resident as a Percent of Total Residency Training Costs	$45,389	$43,000	$45,143	$44,595
Number of Health Profession Students (non-physician) Receiving Clinical Training at FCH Facilities	170	160	162	171

FY 2024 Performance Highlights

Part II – Performance Measures

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Goal 1: Family Medicine Workforce To produce Idaho's future family medicine workforce by attracting, recruiting, and employing outstanding medical students to become family medicine residents and to retain as many of these residents in Idaho as possible post-graduation from residency as Idaho Family Physicians.						
1. Track students who annually match for residency training in family medicine at FCH *Goal 1, Objective A*	actual	100%	100%	100%	100%	
	target	*100%*	*100%*	*100%*	*100%*	
2. Track the ABFM board certification rates of the number of graduates per year from FCH. *Goal 1, Objective B*	actual	100%	100%	*100%*	100%	
	target	*>95%*	*>95%*	*>95%*	100%	
3. Encourage all graduates of the FCH(residents and fellows) to practice in Idaho and track how many remain in Idaho. *Goal 1, Objective C*	actual	38%	52%	63%	55%	
	target	*>50%*	*>50%*	*>50%*	*>50%*	

Health Programs Full Circle Health Performance Report

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
4. Of those graduates staying in Idaho, FCH will track how many stay in rural or underserved Idaho. *Goal 1, Objective D*	actual	67%	45%	*37%*	33%	
	target	*40%*	*40%*	*40%*	*40%*	
Goal 2: Education To provide an outstanding family medicine training program to prepare future family medicine physicians.						
5. FCH will track its accreditation status and potential citations. *Goal 3, Objective A*	actual	100%	100%	100%	100%	
	target	*100%*	*100%*	*100%*	*100%*	
6. FCH will track its Next Accreditation System (NAS) Clinical Competency Committee (CCC), Annual Program Evaluation (APE), Annual Institutional Report (AIR) and Clinical Learning Environment Review (CLER) goals. *Goal 3, Objective B*	actual	100%	100%	100%	100%	
	target	*100%*	*100%*	*100%*	*100%*	

Performance Measure Explanatory Notes

For More Information Contact

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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Full Circle Health

Director's Signature

Date 8/10/2024

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Idaho Division of Career Technical Education Performance Report

Part I – Agency Profile

Agency Overview

The mission of the Idaho Division of Career Technical Education (IDCTE) is to prepare Idaho's youth and adults for high-skill, in-demand careers.

Chapter 22, Title 33, Idaho Code, establishes the State Board of Education as the State Board for Career Technical Education (Board) and establishes the Division of Career Technical Education for the purpose of administering Idaho's career technical education system, including, but not limited to carrying into effect provisions established through federal and state law and "to execute the laws of the state of Idaho relative to career technical education; to administer the funds provided by the federal government and the state of Idaho under the provisions of this chapter for promotion of" career technical education. Idaho Code §33-2202(2) defines "career technical education" as "secondary, postsecondary and adult courses, programs, training and services administered by the division of career technical education for occupations or careers that require other than a baccalaureate, master's or doctoral degree." As approved by the board, this term may also apply to specific courses or programs offered in grades 7 and 8 or offered by any approved public charter school that are delivered through traditional or virtual online instructional methods. This term may also apply to virtual, blended, or other career technical education programs. Pursuant to Idaho Code §33-2202(3) "the courses, programs, training, and services include, but are not limited to, career, technical and applied technology education. They are delivered through the career technical delivery system of public secondary schools, including public charter schools, irrespective of the delivery method, and postsecondary schools and colleges."

Additionally, IDCTE provides leadership and technical assistance for career technical education (CTE) in Idaho, from secondary students through adults, as well as teacher development. In addition to robust programs within secondary and postsecondary education, IDCTE also administers related programs that include GED, Centers for New Directions, Workforce Training Centers, apprenticeships, fire service training, hazardous materials transportation enforcement education and motorcycle safety training.

Career technical education programs are integrated into the Idaho public education system through school districts, colleges and universities. IDCTE provides the focus for career technical education programs and training within existing schools and institutions by using a statewide system approach with an emphasis on student learning, program quality and industry engagement.

Secondary career technical education programs and services are provided via junior high/middle schools, comprehensive high schools, career technical centers, and through cooperative programs with the Idaho technical college system.

Postsecondary career technical education programs and services are delivered through Idaho's six technical colleges. Four technical colleges are located on the campuses of community colleges: College of Eastern Idaho, College of Southern Idaho, College of Western Idaho and North Idaho College. Two technical colleges are on the campus of four-year institutions: Idaho State University and Lewis-Clark State College. The Idaho technical college system delivers certificate and A.A.S. degree occupational programs on a full- or part-time basis; workforce/short-term training; adult education; displaced homemaker services; and fire service training.

IDCTE was appropriated 564.14 full-time positions (FTP) in Fiscal Year (FY) 2024. Of those positions 509.14 are appropriated to the technical colleges and 55 FTP are located in the Division office.

Core Functions/Idaho Code

Statutory authority for IDCTE is delineated in Chapter 22, Title 33, Idaho Code, Idaho Code §33-1002G and §39-5009 and Idaho Administrative Code IDAPA 55. Specifically, IDCTE:

- Administers Idaho's statewide career technical education system;
- Assists local educational agencies in program planning, development, and evaluation;

Idaho Division of Career Technical Education Performance Report

- Promotes the availability and accessibility of career technical education;
- Prepares annual and long-range state plans;
- Prepares an annual budget to present to the Board, Governor, and the Legislature for the statewide career technical education system;
- Provides a state finance and accountability system for career technical education;
- Evaluates career technical education programs;
- Initiates research, curriculum development and professional development activities;
- Collects, analyzes, evaluates, and disseminates data and program information;
- Administers programs in accordance with state and federal legislation;
- Coordinates career technical education related activities with other agencies, officials, and organizations.

Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
10000 General Fund	$64,566,256	$72,422,609	$83,211,952	$76,509,300
21800 Displaced Homemaker	144,947	166,000	148,900	139,961
27400 Haz-Mat Waste Training	67,800	67,800	67,800	67,800
31900 Motorcycle Safety	573,645	584,891	919,169	897,058
32300 In-demand Careers				20,000,000
34800 Federal Grants	9,085,603	10,315,800	10,102,400	12,357,301
34900 Miscellaneous Revenue	45,226	61,400	142,600	40,170
Total	**$76,635,198**	**$84,195,600**	**$95,174,121**	**$110,011,590**
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	$3,580,841	$3,901,271	$4,266,525	$52,755,496
Operating Expenditures	2,498,129	1,726,543	1,834,436	6,692,662
Capital Outlay	174,404	164,717	0	42,300
Trustee/Benefit Payments	70,381,824	78,300,122	85,459,134	47,742,090
Total	**$76,635,198**	**$84,092,653**	**$91,560,095**	**107,232,533**

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Number of Students Enrolled in High School CTE Programs (headcount)	117,003	120,829	131,089	133,856
Number of Students Enrolled in Postsecondary CTE Programs (headcount)	5,363	5,546	5,192	5,690
Number of Technical College FTE enrollments	2,934	3,281	3,188	3,573
Number of Workforce Training Network (WTN) enrollments (headcount)	46,458	45,209	50,992	58,909
Number of clients served in the Adult Education program (headcount)	2,939	4,198	4,394	4,436
Number of Adults Served in the Displaced Homemaker Program (Center for New Directions) *	722	659	689	1,072
Number of Students Enrolled in Digital CTE Courses (Idaho Digital Learning Alliance) **	1,959	1,538	5,246	7,119
Number of SkillStack® Badges Awarded (Secondary)***	19,192	32,390	34,011	42,157

Idaho Division of Career Technical Education Performance Report

*The increase in FY 2024 may be attributed to an institution changing their data collection methodology.

**Several approved CTE courses were added in FY 2023 (includes grades 7 – 12). In FY 2024, the First Steps (career exploration) course was added and includes non-CTE teachers.

***In FY2022, the Workforce Readiness and CTE Diploma was implemented.

Part II – Performance Measures

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Board Goal 1: EDUCATIONAL SYSTEM ALIGNMENT *Ensure that all components of the educational system are integrated and coordinated to maximize opportunities for all students.* CTE Objective A: Alignment of CTE programs between the technical colleges and ensure that secondary program standards align to those postsecondary programs.						
1. Percent of secondary programs that have been reviewed and revalidated to meet current industry standards.	actual	*	*	11% (6 of 55)	20% (11 of 55)	-----
	benchmark	*	*	*	*	*15%*
CTE Objective B: Data-informed improvement – Develop quality and performance management practices that will contribute to system improvement, including current research, data analysis, and strategic and operational planning.						
2. Secondary program quality, performance, and technical assistance visits.	actual	*	13% (125 of 933)	36% (336 of 945)	17% (188 of 1,121)	-----
	benchmark	*	*	*100% over five years*	*100% over five years*	*45% over five years*
Performance Measure		**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**
Board Goal 2: EDUCATIONAL READINESS *Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community, and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.* CTE Objective A: Adult Education programs will assist adults in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.						
3. The percentage of participating students making a measurable skills gain, defined as documented academic, technical, occupational, or other forms of progress, toward a credential or employment.	actual	22%	32%	37%	42%	-----
	benchmark	*	*	*43%*	*43%*	*37.5%*

Idaho Division of Career Technical Education — Performance Report

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Board Goal 3: EDUCATIONAL ATTAINMENT *Ensure Idaho's public colleges and universities will award enough degrees and certificates to meet the education, and forecasted workforce needs of Idaho residents necessary to survive and thrive in the changing economy.* CTE Objective A: Increase completion of microcredentials.						
4. Total number of microcredentials earned/awarded for non-secondary students.	actual	280	360	879	3,604	-----
	benchmark	*	*	*	*Improve-ment*	*1,099 (25% Improve-ment)*
Performance Measure		**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**
Board Goal 4: WORKFORCE READINESS *The educational system will provide an individualized environment that facilitates the creation of practical and theoretical knowledge leading to college and career readiness.* CTE Objective A: CTE concentrators will demonstrate college and career readiness.						
5. Percent of secondary concentrators who meet workforce readiness and CTE diploma requirements.	actual	N/A	25% (1,685 of 6,806)	34% (2,394 of 7,035)	46% (3,341 of 7,234)	-----
	benchmark	*	*	*	*25%*	*40%*
CTE Objective B: Increase use of microcredential platform by CTE instructors for tracking student progress for pathway completion.						
6. Percent of secondary CTE concentrator teachers that actively track student progress through the microcredential platform.	actual	35% (147/426)	47% (202/430)	56% (252/453)	54% *(253/468)*	-----
	benchmark	*	*	*	*Improve-ment*	*75%*

Performance Measure Explanatory Notes

1): *New measure in FY 2025-29 Strategic Plan.

**2): ***This benchmark was modified in the FY 2025-29 Strategic Plan and historical benchmarks are not comparable.

3): *New measure in FY 2025-29 Strategic Plan. All benchmarks are federally negotiated and negotiated two years ahead (ex. FY 2025 was negotiated when outcomes were available for FY 2023).

The most common type of measurable skills gain is: Improvements in basic skills necessary for employment, college, and training (i.e. - literacy, numeracy, English language, and workplace readiness).

4): *New measure in FY 2024-28 Strategic Plan. In FY 2024, numbers increased due to changes in Board Policy III.E and providing statewide guidance on the use microcredentials and the SkillStack® platform.

Non-secondary students include workforce training centers, Idaho Department of Correction/Juvenile Corrections, and other educational entities outside of secondary programs (ex. Wisdom Ranch and First Steps standards course completers).

5): *New measure in FY 2024-28 Strategic Plan. Data is self-reported by local education agencies and duplicates students if they met workforce readiness and CTE diploma requirements for multiple programs.

6): *New measure in FY 2024-28 Strategic Plan. Due to the number of new teachers, this measure went down. New teachers do not use the microcredential platform until they are trained.

Idaho Division of Career Technical Education Performance Report

For More Information Contact

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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Idaho Division of Career Technical Education

Clay Long
Director's Signature

August 13, 2024
Date

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Vocational Rehabilitation, Idaho Division of Performance Report

Part I – Agency Profile

Agency Overview

The Idaho Division of Vocational Rehabilitation (IDVR) is an agency under the oversight of the Office of the State Board of Education. Judy B. Taylor is the Interim Administrator for the Division. IDVR is charged with management of the State/Federal Vocational Rehabilitation Program and the fiscal management of the Council for the Deaf and Hard of Hearing (CDHH). Under the Federal Vocational Rehabilitation Program, each state can choose a combined or separate agency to serve individuals who are blind and/or visually impaired. In Idaho, a separate state agency (the Idaho Commission for the Blind and Visually Impaired) provides vocational rehabilitation services for those who have a primary disability of blindness and/or visually impaired.

The public Vocational Rehabilitation program is one of the oldest and most successful State/Federal programs in the United States. Vocational Rehabilitation serves individuals with severe disabilities that impose significant barriers to their employment. In FY2024, the average time needed for a person to complete a rehabilitation plan and become employed was 22 months. Furthermore, employment of individuals with disabilities resulted in a 511% increase in customer weekly earnings and significantly decreases the need for public support.

The structure of the Vocational Rehabilitation program includes Field Services, Planning and Evaluation, Fiscal, Pre-Employment Transition Services for students, Business Engagement units, as well a general administrative unit. Under the Field Services unit, there are four (4) center managers who supervise field staff in the following regions: Customer Center North, Customer Center South West, Customer Center South Central, and Customer Center South East.

The VR program has 141.5 FTPs and is comprised of 145 employees, of which 137 are full-time positions. There are nineteen (19) offices statewide located in Boise, Meridian, Coeur d'Alene, Sandpoint, Lewiston, Orofino, Twin Falls, Burley, Pocatello, Blackfoot, Preston, Rexburg, Nampa, and two (2) offices in Idaho Falls. There is one (1) Operations Support Center, and three (3) corrections sub-offices.

Core Functions/Idaho Code

Legal Authority for the Idaho Division of Vocational Rehabilitation is Idaho Code, 33-2301, and the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 and is augmented by regulations promulgated and set forth in 34 CFR §§ 361, 363, and 397.

Services that may be available to individuals with disabilities include evaluation of rehabilitation potential, vocational guidance and counseling, physical and mental restoration, vocational, academic, and other related training, and job placement and other support services, which can reasonably be expected to benefit the individual in terms of employment.

Effective July 1, 2022 (FY 23), Senate Bill No. 1399 transferred the administration of the Extended Employment Services (EES) program from the Idaho Division of Vocational Rehabilitation to the Idaho Department of Health and Welfare. The Division will no longer report information on this program but will retain this statement while the period remains reflected in the Performance Management Report.

Council for the Deaf and Hard of Hearing (CDHH) is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. The program has 4.5 FTP, of which four are full-time and one is a part-time position. The Council's vision is to ensure that individuals who are deaf, hard of hearing, or hearing impaired have a centralized location to obtain resources and information about available services (Idaho Code, Title 67, Chapter 73, Idaho State Council for the Deaf and Hard of Hearing 67-7301 – 67-7308).

Vocational Rehabilitation, Idaho Division of — Performance Report

Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY2024
General Fund	$7,719,300	$8,207,401	$4,987,150	$4,608,879
Rehab Rev & Refunds	$1,425,847	$1,243,920	$1,008,745	$624,622
Federal Grant	$13,572,235	$13,608,811	$15,992,542	$17,512,226
Miscellaneous Revenue	$533,797	$414,596	$368,130	$365,521
Total	**$23,251,179**	**$23,474,728**	**$22,356,567**	**$23,111,248**
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY2024**
Personnel Costs	$10,294,796	$10,812,408	$11,332,394	$11,399,104
Operating Expenditures	$2,128,335	$1,788,619	$2,177,563	$2,308,031
Capital Outlay	$42,017	$378,777	$346,596	$401,444
Trustee/Benefit Payments	$9,055,033	$10,109,156	$9,110,117	$11,773,579
Total	**$21,520,181**	**$23,088,960**	**$22,966,670**	**$25,882,158**

Notes:
The decrease in FY 2023 General Fund revenue is a result of the transfer of the Extended Employment Services program.

Portions of previous years' fund balances in both the Rehab Rev & Refunds and Miscellaneous Revenue Funds were utilized in FY2023 resulting in expenditures exceeding revenue in FY2023.

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY2024
Number of Participants Receiving Services by IDVR	5,056	4,479	4,323	4,979
Total Number of Individuals Served by IDVR	*7,667	*7,852	8,738	11,848
Number of Individuals Who Went to Work After Receiving VR Services	658	773	690	682

Notes:
Total Number of Individuals Served': This includes potentially eligible students who receive a service in the current year or any individual who has an open VR case in the year.
**SY2023 is the first year the Division included this data element. The data were updated after initial report submission for past data to align with the change.*

FY2024 Performance Highlights

The Division utilizes the Primary Performance Indicators (PPI) as required by the Workforce Innovation and Opportunity Act (WIOA) as well as other internal measures to gauge performance. The Division last negotiated federal performance targets with Rehabilitation Services Administration (RSA) in Spring 2024. The negotiated targets will be adjusted year-over-year based upon prior year performance and application of the federal Statistical Adjustment Model, per the U.S. Departments of Education and Labor. The Division continues to outperform established federal targets.

Vocational Rehabilitation, Idaho Division of Performance Report

Part II – Performance Measures

Performance Measures		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Goal 1: Maximize the career potential of Idahoans with disabilities engaged with the Division						
1.1 Customer Primary Performance Indicator: Median Earnings 2nd Quarter after Exit (Goal 1, Objective 1)	actual	$4,242	$4,446	$4,944	$5,361	--
	target	*	*	$4,499	$4,500	$5,000
1.2 Customer satisfaction rate as demonstrated by "agree' and "strongly agree' responses (Goal 1, Objective 1)	actual	80.91%	80.95%	81.35%	81.25%	--
	target	90%	90%	90%	90%	90%
1.3 Of those cases using CRP employment services, the percentage which contributed to successful case closure (Goal 1, Objective 3)	actual	44.30%	51.10%	50.80%	48.90%	--
	target	30%	30%	30%	30%	30%
Goal 2: Expand utilization and improve quality of Pre-Employment Transition Services (Pre-ETS) and similar services for youth.						
2.1 Number of Pre-employment transition services provided for students and youth (Goal 2, Objective 1)	actual	1216	1945	2784	2940	--
	target	1027	1216	1945	2784	2940
Goal 3: Improve outreach and engagement through individualized services to Idaho businesses.						
3.1 Number of individualized services provided to Idaho businesses (Goal 3, Objective 1)	actual	814	1552	1452	1726	--
	target	*	814	1552	1452	1726

Performance Measures Explanatory Notes:

**New Measure or Negotiated targets were not in effect prior to IFY therefore historical data is not presented.*

Performance measure one (1.2) includes services purchased from vendors and services provided by VR counselors.

Vocational Rehabilitation, Idaho Division of Performance Report

For More Information Contact

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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Idaho Division of Vocational Rehabilitation

Judy Taylor JT
Director's Signature

8-14-24
Date

Please return to:

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Idaho Public Television Performance Report

Part I – Agency Profile

Agency Overview

Idaho Public Television (IdahoPTV) is a State educational agency (Idaho Code §67-5302 (33) (e)) under the governance of the Idaho State Board of Education and holds in the public trust television and related broadcast telecommunication licenses issued and governed by the Federal Communications Commission. IdahoPTV is a statewide, non-commercial broadcast telecommunication system and media provider with the network operations center located in Boise and additional staffed facilities in Moscow and Pocatello.

IdahoPTV's service to the region began in September of 1965 with KUID-TV, Moscow. Over 59 years, IdahoPTV has worked to provide universal over-the-air broadcast coverage to Idahoans, now at nearly 99% of Idaho's population, and portions of six adjoining states and Canada through an efficient system of five digital transmitters and 46 translators (41 translators and 5 relays). IdahoPTV's signals are rebroadcast under federal guidelines by cable and satellite systems in the region, as well as a rapidly expanding Internet-based distribution system. IdahoPTV's services and equipment have been made possible through diverse funding partnerships from individual contributions, grants from foundations and companies, and state and federal sources.

IdahoPTV is a member in good standing of the Public Broadcasting Service (PBS) and is the only locally owned and operated statewide network television station in Idaho.

IdahoPTV's statewide broadcast infrastructure allows a close working collaboration with the Idaho Office of Emergency Management to build upon existing strategies and explore emerging technologies in an area of mutual interest, emergency communication. This effort seeks to leverage best practices and technological advances to ensure that within their shared service areas, the public is provided with vital emergency information and crisis related communication, such as: providing pool coverage of disaster related events; transmission of mandatory national alerts; Emergency Alert System (EAS) alerts including Amber Alerts; weather and emergency information distributed to all four EAS zones within all broadcast markets in the state; and the backup alert signals for wireless carriers in the state called Wireless Emergency Alerts (WEA). IdahoPTV also works with Idaho Military Division in helping to fund the purchase of some of the state's digital backbone microwave responsible for carrying IP-based data and communication for the Idaho State Police, other first responders, and state agencies.

IdahoPTV received an original appropriation in General Funds in FY 2024 of $2,933,900 and $300,000 from Idaho's Millennium Income Fund. The $149,300 variance between the $3,083,200 in General Fund expenditures and the FY 2024 appropriation amount of $2,933,900 relates to the net impact of approved General fund encumbrances. In addition, IdahoPTV's FY 2024 appropriation bill (House Bill 276) allowed for "continuous appropriation authority" for its dedicated fund, which will still allow for legislative oversight of how we spend these funds, while simultaneously provide us with greater flexibility in managing these private dollars. In addition, House Bill 276 allowed for reappropriation of any unexpended and unencumbered Millennium Income Fund dollars from our FY 2023 appropriation into FY 2024. This accounts for the $34,800 variance between the $334,800 in Millennium Fund expenditures and the FY 2024 appropriation amount of $300,000. The percentage breakdown for IdahoPTV's FY 2024 expenditures is the following: 69% in Dedicated Funding, 28% in State General Funding, and 3% from Idaho's Millennium Fund. The dedicated funds are primarily via Friends of Idaho Public Television, Inc., whose mission is to support IdahoPTV's commitment to local production and education efforts. The Friends typically receives more than $4 million annually in donations from over 21,000 individuals, foundations, and organizations. Other dedicated funds come from the Corporation for Public Broadcasting, private grants, and services. IdahoPTV's comprehensive audit is conducted annually by the Legislative Auditor, Legislative Services Office.

IdahoPTV has developed a reputation for producing award-winning, quality television and other electronic media. IdahoPTV provides significant local public service to its viewers and users.

Idaho Public Television — Performance Report

IdahoPTV produces a number of ongoing series and services, including:

- Outdoor Idaho
- Idaho Experience (documentaries on Idaho history)
- Science Trek (educational science program for grade school students)
- The Idaho Debates (primary and statewide election coverage)
- createid (online series celebrating creative Idahoans)
- Governor's State of the State/State of the Budget Address (live)
- Idaho Reports (coverage of the Idaho Legislature and statewide public affairs topics)
- Dialogue (arts, humanities, and public affairs program)
- Idaho In Session (gavel-to-gavel live coverage of the Idaho House, Senate, JFAC, Idaho Supreme Court, and special meetings)
- American Graduate: Getting to Work (workforce development)
- Professional Development Courses through Idaho State University
- PBS LearningMedia (online education resources)

Also produced are other special programs including:

- Resilience: Hope Lives Here
- Proving Up: Idaho's Homesteaders
- Ligertown
- Idaho's Constitution Revealed
- Caxton: An American Press
- Capitol of Light Turns 100
- Know Vape: Nic Sick
- Spud Country
- Nature as Classroom
- Idaho's Nuclear Navy
- Ahead of Her Time: Women's Suffrage in Idaho
- Remembering the Sunshine Mine Disaster
- Journey to Education-Work Force Development
- Tracks of Time: The History of Idaho's Railroads
- This Is Rodeo
- Salmon Reckoning
- The Last Log Drive
- Idaho's 12ers
- In the Shadow of the Bitterroots

Outdoor Idaho continues to air on stations in Oregon, Washington, and Utah.

IdahoPTV's community education services range from locally produced events and workshops to children's events, such as literacy and STEM workshops, program screenings and discussions, educator workshops, parent workshops, and online educational resources. It is also continuing a major work force development initiative to connect high school graduates with high skilled careers and currently has a project that works to meet young adults where they are in social media highlighting jobs in the construction industry. IdahoPTV is also engaged in a major project to help parents prepare their children to enter school with the resources to be successful. During FY 2024, IdahoPTV's Education team visited almost 14,000 people in communities all across the state bringing high quality educational content to children, parents and teachers.

The staff is led by Jeff Tucker, general manager; Dave Taylor, director of finance; Craig Koster, director of technology; Jenifer Johnson, director of strategic fundraising; Sandy McBride, director of communications; and Bill Manny, executive producer.

Idaho Public Television — Performance Report

Core Functions/Idaho Code

IdahoPTV is a State educational agency (Idaho Code §67-5302 (33) (e)) under the governance of the Idaho State Board of Education and adheres to the regulations of the Federal Communications Commission. IdahoPTV serves the citizens of Idaho with high quality educational, information, and entertaining programming through over-the-air broadcast of five channels; provides signals to other distribution platforms, distributes public safety information and Emergency Alerts; produces high quality local programming; and provides educational materials for online and in-person events.

IdahoPTV's Mission Statement:
We harness the power of public media to encourage lifelong learning, connect our communities, and enrich the lives of all Idahoans. We tell Idaho's stories.

Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024
General Fund	$2,562,600	$2,799,200	$2,969,900	$3,083,200
Dedicated Fund	$6,009,500	$6,342,200	$7,356,000	$7,652,300
Millennium Fund	$0	$0	$274,700	$334,800
Federal	$461,300	$104,400	$0	$0
Total	**$9,033,400**	**$9,245,800**	**$10,600,600**	**$11,070,300**
Expenditures	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Personnel Costs	$5,053,600	$5,296,400	$5,907,400	$6,287,800
Operating Exp.	$3,658,800	$3,512,800	$3,816,400	$4,028,300
Capital Outlay	$321,000	$436,600	$876,800	$754,200
Trustee/Benefit Payments	$0	$0	$0	$0
Total	**$9,033,400**	**$9,245,800**	**$10,600,600**	**$11,070,300**

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024
Broadcast Hours for Children (under the age of 12)	13,057	11,831	11,587	11,301
Broadcast Hours for Ethnic Minorities	4,969	5,283	5,240	5,114
Broadcast Hours for Learners	11,861	12,004	11,641	13,078
Number of Visitors to IdahoPTV's websites	1,979,811	857,687	880,086	679,477
Broadcast Hours of News, Public Affairs and Documentaries	12,329	11,876	11,628	12,245

Idaho Public Television Performance Report

FY 2024 Performance Highlights

- 35 presentations attended by a total of 4,279 teachers, parents, and general public throughout the state regarding educational resources available through IdahoPTV and PBS.
- 60 literacy presentations attended by a total of 5,166 participants throughout the state.
- 48 STEM presentations attended by a total of 4,047 participants throughout the state.
- 14 professional development courses attended by a total of 518 teachers throughout the state.
- 11 program screenings attended by a total of 1,960 participants throughout the state.
- Idaho In Session was viewed over 363,931 times online.
- 83,026 users utilized online LearningMedia local and national resources.
- 2,423,778 page views on Idaho Public Television's websites by 679,477 visitors.
- 43,920 hours of programming broadcast 24 hours a day across 5 free over-the-air digital channels from transmitters and repeaters statewide.
- In January, 822,472 viewers watched Idaho Public Television broadcast and streaming content resulting in 6,711,213 views.

Part II – Performance Measures

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Goal 1: A WELL-EDUCATED CITIZENRY *Idaho's P-20 educational system will provide opportunities for individual advancement across Idaho's diverse population.*						
1. Number of DTV translators. Goal 1 Objective A	actual	46	46	46	46	
	target	*46*	*46*	*46*	*46*	*46*
2. Percentage of Idaho's population within our signal coverage area. Goal 1 Objective A	actual	98.8%	98.9%	98.9%	98.9%	
	target	*98.4%*	*98.4%*	*98.9%*	*98.9%*	*98.9%*
3. Number of partnerships with other Idaho state entities and educational institutions. Goal 1 Objective B	actual	55	68	129	153	
	target	*40*	*40*	*45*	*45*	*50*
4. Number of visitors to IdahoPTV/PBS video player. Goal 1 Objective C	actual	915,331	1,900,128	1,925,505	1,548,261	
	target	*100,000*	*100,000*	*1,200,000*	*1,500,000*	*1,500,000*
5. Number of broadcast hours of educational programming. Goal 1 Objective D	actual	24,918	23,835	23,228	24,379	
	target	*25,000*	*25,000*	*25,000*	*22,000*	*22,000*
6. Number of broadcast hours of Idaho-specific educational and informational programming. Goal 1 Objective F	actual	2,431	1,592	1,552	1,104	
	target	*2,000*	*2,000*	*2,000*	*1,600*	*1,600*
7. Number of awards for IdahoPTV media and services. Goal 1 Objective G	actual	81	67	73	68	
	target	*55*	*55*	*60*	*55*	*55*
8. Total FTE in content delivery and distribution. Goal 1 Objective H	actual	18	16.8	17.8	17	
	target	*<24*	*<24*	*<24*	*<24*	*<24*

Idaho Public Television — Performance Report

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
9. Successfully comply with FCC policies/PBS programming, underwriting and membership policies/CPB guidelines. Goal 1 Objective H	actual	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	
	target	*Yes/Yes/Yes*	*Yes/Yes/Yes*	*Yes/Yes/Yes*	*Yes/Yes/Yes*	*Yes/Yes/Yes*
10. Average number per month during the school year of local unique users utilizing PBS learning media. Goal 2 Objective	actual	9,997	7,567	7,059	8,356	
	target	*4,200*	*8,000*	*8,200*	*7,000*	*7,000*

For More Information Contact

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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Idaho Public Television

Director's Signature

August 12, 2024
Date

Please return to:

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Part I – Agency Profile

Agency Overview

The Idaho Public Charter School Commission (IPCSC) is Idaho's state-level charter school authorizing entity. The IPCSC is made up of 7 appointed commissioners who serve as the governing body and 5 employees who execute the day-to-day work.

Because charter schools are not managed by a district office, the authorizer's role is to ensure that the operations, financial health, and academic outcomes of a charter school justify the school's use of public funds. At its core, the IPCSC is a risk-management team that serves a variety of stakeholders, including students, taxpayers, policy makers, school boards, and school administrators.

Mission: The IPCSC's mission is to cultivate exemplary public charter schools.

Vision - The IPCSC envisions that living our mission will result in:

- Quality - Idaho families have exemplary charter school options.
- Autonomy - Charter schools design and implement unique educational programs.
- Accountability - Charter schools meet standards defined in the performance framework.
- Compliance - Charter schools operate in compliance with laws, rules, and regulations.
- Advocacy - The IPCSC advocates for student and public interests.

Values – The IPCSC values the following approach to executing our work:

- Professionalism – The IPCSC acts with respect and decorum.
- Efficiency – The IPCSC provides service with efficiency.
- Credibility – The IPCSC is a source of accurate information.
- Integrity – The IPCSC makes data-driven decisions that serve its mission and vision.
- Communication – the IPCSC communicates with and listens to stakeholders.

Core Functions/Idaho Code

The IPCSC is tasked with making approval and renewal decisions for the schools in its portfolio.
When a new charter school petition is determined likely to be successful and the IPCSC approves the school to operate, a performance certificate that outlines the terms and conditions under which the school is allowed to operate is executed. At the end of the term, the school applies for a renewal of that contract, and the IPCSC reviews the school's performance outcomes to determine whether a next term is warranted.

In between those decision points, the IPCSC staff engages in day-to-day oversight. This work includes compliance monitoring of operational, financial, and academic outcomes, as well as evaluation of each school's operational and academic outcomes. The IPCSC's philosophy is to educate and inform a school before engaging in oversight and enforcement of consequences. This means that a significant amount of staff's time is spent in communication and facilitation of resources with the goal of supporting charter school governing boards in making informed decisions. This also means that the IPCSC is obligated to investigate concerns and to inform entities responsible for administration of a law if there is reason to believe that a provision of law has been violated. The oversight work across each school's operational term is reported in a performance report each year. These reports inform IPCSC renewal decisions.

Idaho Public Charter School Commission Performance Measurement Report

Revenue and Expenditures

Revenue	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
General Fund	The Public Charter School Commission was part of the Office of the State Board of Education during this time and as such has no revenue history.	$174,100.00	$182,400.00	$190,100.00	$193,000.00
Dedicated Fund		$458,700.00	$495,900.00	$538,800.00	$531,900.00
Total		**$632,800.00**	**$678,300.00**	**$728,900.00**	**$724,900.00**
Expenditure	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**
Personnel Costs	The Public Charter School Commission was part of the Office of the State Board of Education during this time and as such has no revenue history.	$440,729.00	$507,685.00	$430,718.91	
Operating Expenditures		$86,360.29	$122,200.00	$120,672.58	
Capital Outlay		$15,416.09	$216.00	$0.00	
Total		**$542,505.38**	**$630,101.00**	**$551,391.49**	

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Number of schools for which the IPCSC provides academic, operational, and financial oversight, including site visits, performance reports, and ops support.	*49*	*52*	*56*	*59*	*59*
Number of legal compliance investigations that required more than 30 days to resolve.	*2*	*1*	0	*1*	
Number of new petitions considered through a 12 week cycle.	*5*	*5*	*4*	*2*	
Number of renewal petitions considered through a portfolio evaluation process.	*0**	*12*	*17*	*16*	

Performance Highlights

In the 2024 Legislative Session, HB422 was passed and signed into law, updating Charter School Statute.

As a part of the alignment process, the IPCSC is working towards revising the Strategic Plan and as such the data points and targets for FY 2025 may change. Some performance measures were not attainable due to staff turnover in FY2024.

Part II – Performance Measures

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Goal 1: The IPCSC will cultivate a portfolio of exemplary charter schools.						
Objective A: The IPCSC will make data-driven decisions.						
Measure 1: Petition Evaluation Reports and Meeting Minutes	Target 1: % unconditional approval + met all standards	T: NA	T:100%	T: 100%	T: 100%	T: 100%
		-----	A: 100% (1/1)	A: 100% (1/1)	A: 50% (2/2)	
	Target 2: % approved amendments + met all standards	T: NA	T: 100%	T: 100%	T: 100%	T: 100%
		-----	A: 100% (13/13)	NA	NA	
Measure ii: Annual School Performance Reports and Final Orders	Target 1: % renewal no conditions + met all standards	T: NA	T: 100%	T: 100%	T: 100%	T: 100%
		-----	A: 100% (4/4)	A: 91% (10/11)	A: 100% (15/15)	
	Target 2: % conditional renewals with conditions for each measure unmet (or non-renewed)	-----	T: 100%	T: 100%	T: 100%	T: 100%
		-----	A: 100% (8/8)	A: 86% (6/7)	A: 100% (1/1)	A:
Measure iii: Meeting Minutes	Target 1: # of commission training opportunities engaged annually.	T: NA	T: 5	T: 5	T: 5	T: 5
		-----	A: 5	A: 5	A: 2	
Objective B: The IPCSC will provide effective oversight.*						
Measure i: Performance Framework* **(see footnotes)**	Target 1: Operational - % schools met all standards	T: NA	T: 95%	T: 95%	T: 95%	T: 95%
		-----	A: 86%	A: 88%	A: 80%	
	Target 2: Financial - % schools met all standards	T: NA	T: 90%	T: 90%	T: 90%	T: 90%
		-----	A: 72%	A: 82%	A: 64%	
	Target 3: Academic - % schools met all standards	T: NA	T: 75%	T: 75%	T: 75%	T: 75%
		-----	A: 38%	A: 64%	A: 37%	
Measure ii: Complaint and Concern Log	Target 1: % concerns/ complaints resolved w/in 30 days.	T: NA	T: 95%	T: 95%	T: 95%	T: 95%
		-----	A: 96% (47/49)	A: 93% (28/30)	A:100% (9/9)	
Measure iii: Courtesy Letters	Target 1: % of unresolved issues later resolved via investigation.	T: NA	T: 95%	T: 95%	T: 95%	T: 95%
		-----	A: 100% (2/2)	A: 100% (2/2)	NA	
Goal 2: The IPCSC will advocate for student, taxpayer, and charter sector interests.						
Objective A: The IPCSC will contribute to effective charter school law.						
Measure i: Maintenance of Effort Record	Target 1: % of Director time dedicated to charter advocacy	T: NA	T: 4% Baseline	T: 6%	T: 8%	T: 9%
		-----	A: 4%	A: 6%	A: NA	

Objective B: The IPCSC will execute an effective communication plan.						
Measure i: Newsletter and Social Media Data	Target 1: % open rate on monthly newsletter	T: NA	T: Baseline	T: 70%	T: 73%	T: 75%
		-----	A: 60% (213/355)	A: 57% (259/455)	NA	
	Target 2: % participation in annual stakeholder survey	T: NA	T: Baseline	T: 55%	T: 75%	T: 85%
		-----	A: 29% (40/136)	A: 15% (87/584)	NA	
Objective C: The IPCSC will provide technical assistance to schools.						
Measure i: Network Event Attendance Rosters	Target 1: # of stakeholders engaged at network events/ # of events hosted	T: NA	T: Baseline	T: 100/4	T: 75/5	T: 90/5
		-----	A: 50 people / 0 events	A: 60 people / 6 events	NA	
Measure ii: Annual Performance Reports	Target 1: % of schools not meeting one or more framework measure who received direct outreach w/in 30 days of annual report.	T: NA	T: 65%	T: 75%	T: 85%	T: 95%
		-----	A: 65%	A: 85%	NA	

Performance Measure Explanatory Note

In the 2024 Legislative Session, HB422 was passed and signed into law, updating Charter School Statute. As a part of this process, the IPCSC identified the goals and are working towards revising the Strategic Plan and this report. FY2025 may see revisions to data sets, targets, and goals listed above. Furthermore, due to IPCSC staff turnover during FY2024, many objectives were not measurable.

*Re. 1.B.i: The IPCSC's Performance Framework evaluates seven (7) operational measures, nine (9) financial measures, and six (6) academic measures for strategic planning purposes. The data included in this section refers to school year 2022-2023 due to data collections being finalized on/before January 2024.

For More Information Contact
Director
Jacob Smith
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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Public Charter School Commission



Director's Signature

August 19, 2024
Date

Please return to:

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Idaho State Board of Education

Strategic Planning and Performance Reporting

Board Packet

Attachment 1 – K 20 Strategic Plan
Attachment 2 – Office of the State Board of Education Performance Report 2024
Attachment 3 – Idaho Department of Education Performance Report 2024
Attachment 4 – College of Eastern Idaho Performance Report 2024
Attachment 5 – College of Southern Idaho Performance Report 2024
Attachment 6 – College of Western Idaho Performance Report 2024
Attachment 7 – North Idaho College Performance Report 2024
Attachment 8 – Lewis Clark State College Performance Report 2024
Attachment 9 – Boise State University Performance Report 2024
Attachment 10 – Idaho State University Performance Report 2024
Attachment 11 – University of Idaho Performance Report 2024
Attachment 12 – Full Circle Health Performance Report 2024
Attachment 13 – Division of Career Technical Education Performance Report 2024
Attachment 14 – Division of Vocational Rehabilitation Performance Report 2024
Attachment 15 – Public Television Performance Report 2024
Attachment 16 – Public Charter School Commission Performance Report 2024

Decision Points

- Adopt New/Revise Systemwide Measures – Anytime.
  - Recommend February
- Revise Board Policy I.M. – Requires 2 Readings
  - First Reading December
- Revise K-20 Strategic Plan – One reading.
  - Necessary in February
- Request or Require Changes to an Agency Strategic Plan
  - Optional to provide feedback in April

Overview

- Structure (Statute and Guidance)
- Cycle (Decision Points)
- Gathering Feedback & Taking Action
- 2024 Outcomes – OSBE Performance Report

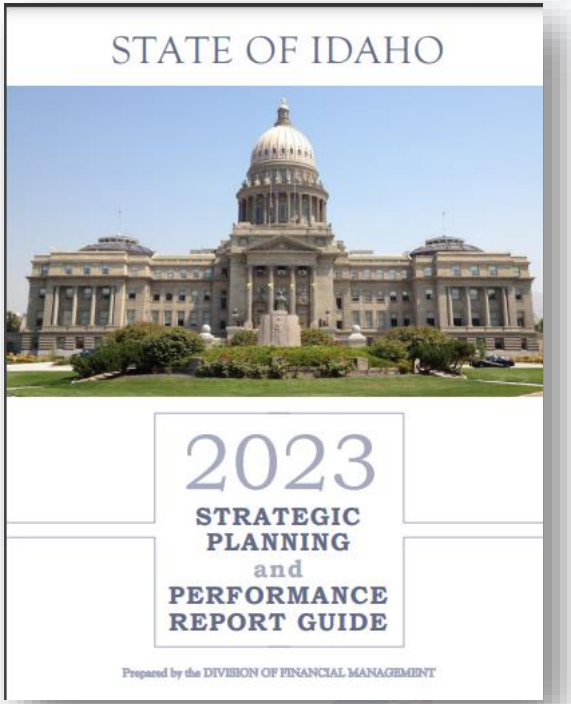
Chapter 19, Title 67
STATE PLANNING AND COORDINATION

- to improve state agency accountability to state citizens and lawmakers,
- increase the legislature's ability to oversee agency performance,
- assist lawmakers with policy and budget decisions,
- increase the ability of state agencies to improve delivery of services and overall program effectiveness.

Idaho State Board of Education

§ 67-1905, I.C. – DFM Administers Program

- Training (agency and legislators)
- Guidance Documents
- Timeline Management
- Post Strategic Plans and Performance Reports



Idaho State Board of Education

FY 2025 Strategic Plans

Expanded View

Search FY 2025 Strategic Plans

The Strategic Plans are due to our office by July 1 of each year. This publication contains a vision or mission statement, goals for the major divisions within the agency, objectives, performance measures, benchmarks, and any external factors that are beyond the control of the agency that affect the achievement of goals. Strategic Plans shall cover a minimum of four years forward and shall be updated annually.

Questions?

If you have any questions regarding this information please contact your agency analyst

2025 Submit **Archive:** please select a year in the dropdown menu and click Submit

+ **Economic Development**

− **Education**

- Career Technical Education
- Charter School Commission
- Department Of Public Schools Education
- Public Television Idaho
- Office Of State Board Of Education
- Vocational Rehabilitation

Colleges And Universities

- Boise State University
- Idaho State University
- Lewis Clark State College
- University Of Idaho

Community Colleges

- College Of Eastern Idaho
- College Of Southern Idaho
- College Of Western Idaho
- North Idaho College

Idaho State Board of Education

FY 2025 Performance Reports

Expanded View

Search FY 2025 Performance Reports

The Performance Report document contains two parts. Part I contains the agency overview, core functions and Idaho Code; revenue and expenditure, profile of cases managed and/or key services provided, performance highlights, and contact information. The information provided is for the prior four fiscal years. Part II contains the agency's performance measures, benchmarks, and explanatory note which is optional. This information is for the current fiscal year and four years of actual data. Agencies are also required to submit a signed director attestation form.

Questions?

If you have any questions regarding this information please contact your agency analyst

2025 Submit **Archive:** please select a year in the dropdown menu and click Submit

+ **Economic Development**

− **Education**

- Agricultural Research And Extension
- Career Technical Education
- Charter School Commission
- Department Of Public Schools Education
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Community Colleges

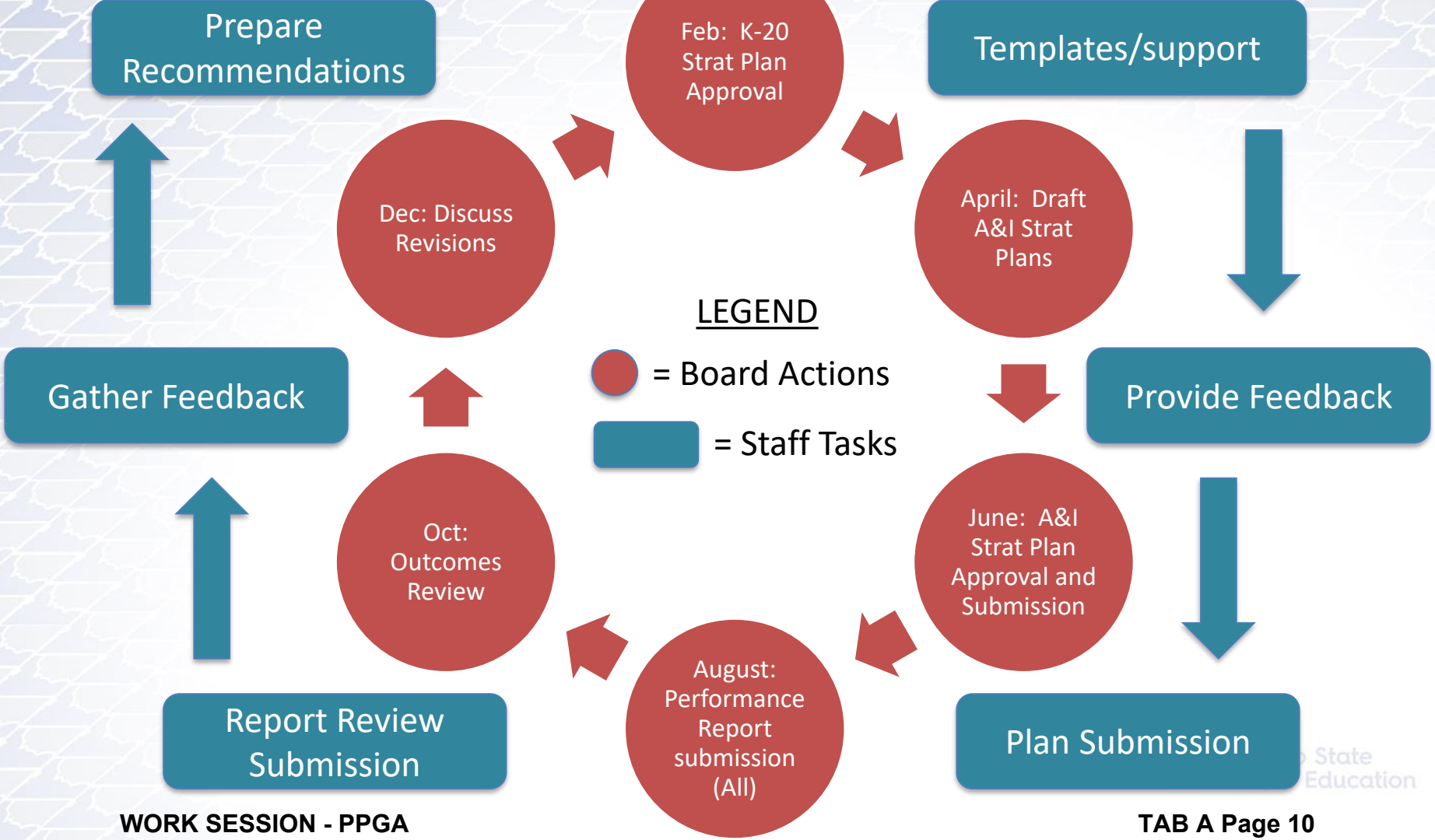
- College Of Eastern Idaho
- College Of Southern Idaho
- College Of Western Idaho
- North Idaho College

Idaho State Board of Education

Board Policy I.M. Annual Planning and Reporting

- all agencies and institutions under the Board will submit strategic plans (aligned to the Board's K-20 plan) for board approval prior to DFM submission;
- that OSBE staff will complete that submission on behalf of all agencies and institutions; and
- that all four and two-year institutions of higher education will include the board approved "systemwide" measures in their performance reports.

Idaho State Board of Education


Feb: K-20 Strat Plan Approval
Templates/support
April: Draft A&I Strat Plans
Provide Feedback
June: A&I Strat Plan Approval and Submission
Plan Submission
August: Performance Report submission (All)
Report Review Submission
Oct: Outcomes Review
Gather Feedback
Dec: Discuss Revisions
Prepare Recommendations
LEGEND
= Board Actions
= Staff Tasks

Goal 1: EDUCATIONAL READINESS

Provide a rigorous, uniform, and thorough education that empowers students to be lifelong learners and prepares all students to fully participate in their community and postsecondary and workforce opportunities by assuring they are ready to learn at the next educational level.

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
1. Objective A – Literacy Proficiency – Statewide aggregated % of K-3 students achieving proficiency on the spring administration of the statewide literacy assessment (IRI).	Actual	65.1%	68.2%	65.7%	67.7%	
	Target	*Not Applicable*	*Not Applicable*	*Not Applicable*	*Baseline (New measure)*[4]	*75%*
2. Objective B – Mathematics Proficiency – Statewide aggregated % of 6-8 students who achieve proficiency on the spring administration of the statewide mathematics assessment (ISAT).	Actual	37.5%	39.3%	38.3%	40.8%	
	Target	*Not Applicable*	*Not Applicable*	*Not Applicable*	*Baseline (New measure)*[4]	*43%*
3. Objective C – Graduation 5 YR ACGR – 5 Year Adjusted Cohort Graduation Rate (ACGR).	Actual	*Class of 2021* 80.1%	*Class of 2022* 79.9%	*Class of 2023* 82.5%	*Class of 2024* TBD[5]	
	Target	95%*	95%*	95%*	95%	*87%*[6]

Footnotes

4. The State Board of Education established this measure in February of 2024.
5. Graduation data for the class of 2024 will not be available until January of 2025. This release date allows for the inclusion of summer graduates as well as an appeal window to address any necessary corrections before the final data is published.
6. The State Board of Education adjusted this benchmark in February of 2024 to present a more achievable short-term goal.

Goal 2: EDUCATIONAL ACCESS

Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
4. Objective A – Advanced Opportunities Advanced Opps – % of graduates from Idaho public high schools who were funded for one or more advanced opportunity.	Actual	74.5%	73.9%	75.1%	TBD[7]	
	Target	*Not Applicable*	*Not Applicable*	*Not Applicable*	*Baseline (New measure)*[8]	*TBD*
5. Objective B – Engagement FAFSA – % of Idaho public high school seniors who complete the Free Application for Federal Student Aid (FAFSA).	Actual	42%	38%	42%	44%[9]	
	Target	*Not Applicable*	*Not Applicable*	*Not Applicable*	*Baseline (New measure)*	*TBD*
6. Objective C – College Going Fall Immediate College Going – % of graduates from Idaho public high schools who enroll in and Idaho public postsecondary institution in the fall immediately following graduation.	Actual	*Class of 2020* 45%	*Class of 2021* 44%	*Class of 2022* 42%	*Class of 2023* 42%[10]	
	Target	*60%*	*60%*	*60%*	*60%*	*60%*

Footnotes

7. This data is not yet available for FY24.
8. The State Board of Education elevated this measure from a "cases managed" item to a strategic plan goal in February of 2024. Advanced opportunities include: Advanced Placement, International Baccalaureate, dual credit and industry certs.
9. Due to federal delays in the release and evaluation of FAFSA in FY24, data may not be comparable to previous years.
10. The college going rate will not be available until January of 2025.

Systemwide Measures

1) Retention Rate
2) Adequate Progress
3 & 4) Timely Completion (time and time &1/2)
5 & 6) Performance After Remediation (ELA & Math)
7) Gateway Math Completion

8) # Unduplicated Grads at Highest Degree
9) # of Certificates and Degrees by Type
10) % of Total Credentials in STEM

Idaho State Board of Education

Goal 3: EDUCATIONAL ATTAINMENT

Idaho's public colleges and universities and career technical education programs fuel a strong workforce pipeline evidenced through a greater numbers of student completing certificates and/or degrees, including workforce credentials.

Performance Measure		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
7. Objective A – Retention First-Year Retention – % of new full-time degree-seeking students who return for a second year in an Idaho public postsecondary institution (or who graduated).	Actual	61%	58%	59%	49%[11]	
	Target	*75%*	*75%*	*75%*	*75%*	*75%*
8. Objective B – Timely Completion 100% of Time – % of full-time first-time freshman graduating within 100% of the allotted time. 4-year degree in 4 years [12]	Actual	*2017 4-Yr Cohort* 35.2%	*2018 4-Yr Cohort* 32.4%	*2019 4-Yr Cohort* 37.7%	*2020 4-Yr Cohort* N/A[13]	
	Target	*60%*	*60%*	*60%*	*60%*	*50%*[14]

Footnotes

11. The percentage currently excludes data from BSU data available in Dec.
12. This data preliminary.
13. Graduation rates will not be available for FY24 until January 2025.
14. The State Board of Education adjusted this benchmark in February of 2024 to present a more achievable short-term goal.

Goal 3: EDUCATIONAL ATTAINMENT

Idaho's public colleges and universities and career technical education programs fuel a strong workforce pipeline evidenced through a greater numbers of student completing certificates and/or degrees, including workforce credentials.

9. Objective B – Timely Completion 100% of Time – % of full-time first-time freshman graduating within 100% of the allotted time. 2-year degree in 2 years[12]	Actual	*2019 2-Yr Cohort* 22.1%	*2020 2-Yr Cohort* 22.7%	*2021 2-Yr Cohort* 26.9%	*2022 2-Yr Cohort* N/A[13]	
	Target	*50%*	*50%*	*50%*	*50%*	*50%*
10. Objective C – Attainment STEM – % of total credentials conferred that are STEM field.	Actual	22.4%	22%	24.3%	17.7%	
	Target	*25%*	*25%*	*25%*	*25%*	*25%*

Footnotes

11. This data preliminary.
12. Graduation rates will not be available for FY24 until January 2025.

Idaho State Board of Education

Feedback and Next Steps

- November PPGA Committee Mtg.
  - Open discussion with 2 and 4yr Institutions
  - Written Feedback: Strengths/Challenges and Measure
- December Board Mtg.
  - Committee report out on that discussion
  - Board review/ discuss recommendations/ first read IM?
- February Board Mtg.
  - Vote on changes

Idaho State Board of Education

BUSINESS AFFAIRS AND HUMAN RESOURCES

SUBJECT

NCAA NIL (Name Image and Likeness) impacts – Boise State University, Idaho State University and University of Idaho

REFERENCE

October 2014	Ed O'Bannon, et. Al. v National Collegiate Athletic Association (NCAA) - Federal judge ruling that the NCAA's restrictions on athlete compensation were in violation of federal antitrust laws. This allowed for some forms of compensation for athletes, particularly education expenses, but did not fully remove the NCAA's ability to limit payments.
July 2022	NCAA adopts new policy allowing athletes to profit from their name, image, and likeness (NIL).
September 2023	NCAA in the process of settling legal challenges related to NIL policies and compliance.
October 2023	Update on the impacts of the settlement on collegiate athletics and student-athletes. These impacts include regulatory adjustments, state legislation, compliance adherence, increased market activities with brands, companies, personal branding, equity concerns (less prominent sports), and future legal challenges.

BACKGROUND/DISCUSSION

The NCAA's Name, Image, and Likeness (NIL) policy represents a significant change in college athletics, permitting student-athletes to earn compensation from their personal brands. This change came in response to mounting pressure from legal challenges and shifting public opinion on the rights of student-athletes. The NCAA is tasked with implementing new frameworks to ensure compliance and fairness in NIL dealings.

The September 2023 settlement has highlighted the need for clearer regulations surrounding NIL activities, aiming to protect student-athletes while promoting equitable opportunities across all collegiate sports. The implications of the settlement are far-reaching, affecting recruitment practices, the competitive landscape, and the overall experience of student-athletes.

Despite the support for a settlement in light of potential liabilities, ongoing challenges remain. There is concern regarding the potential for disparities between schools with greater resources and those with fewer opportunities to support their athletes' NIL endeavors. Additionally, concerns exist about the over the share of the burden on each NCAA conference and institution of the $2.78B settlement.

SCOPE

This work session aims to engage the Athletic Directors at Boise State University, Idaho State University, and University of Idaho in a discussion with State Board members about the NIL, ongoing changes, exploring strategies to support all student-athletes, increase awareness of its impact on higher education, as well as explore strategic opportunities to address the changing landscape of college athletics.

.

POINTS OF INTEREST

NCAA NIL Impact on:

Recruitment Strategies: Exploring how NIL influences recruitment decisions and athlete commitments.

Compliance Challenges: Identifying the key compliance issues that Idaho universities face regarding NIL regulations.

Brand Management: Discussing effective strategies for student-athletes to manage their personal brands and navigate NIL agreements.

Fairness Across Sports: Analyzing disparities in revenue generation and sharing among sports, particularly between high-revenue sports like football and Olympic sports, including implications for issues relating to Title IX.

NCAA Settlement Outcomes: Reviewing the implications of recent NCAA settlements related to NIL policies.

Legal Considerations: Examining potential legal challenges and their impact on college athletics.

Financial Impacts: Cost distribution and assessing the financial effects of NIL and settlement costs for both athletes and Idaho NCAA athletic programs.

Institutional Support: Evaluating how Idaho universities can best support student-athletes in leveraging NIL opportunities.

Sustainability of NIL Deals: Discussing the long-term viability of current NIL agreements and their future prospects.

Changing Competitive Landscape: Understanding how NIL is reshaping competition among schools and athletic programs nationwide.

Scholarship Expansion: Considering the potential for expanding scholarship opportunities in light of NIL developments.

IMPACT

This work session is for the increase strategic awareness and actions that the Board may need to consider in the future.

BOARD ACTION

This item is for informational purposes only.

SUBJECT

Work Session: Generative Artificial Intelligence in Higher Education

REFERENCE

February 2024	The Board held an initial work session on generative artificial intelligence to learn about and discuss basic principles of this emerging technology and its applications in educational contexts.

APPLICABLE STATUTE, RULE, OR POLICY

Not applicable

BACKGROUND/DISCUSSION

In recent years, generative artificial intelligence (genAI) has had an outsized impact on all aspects of higher education. Teaching and learning have been disrupted as genAI models continued to rapidly evolve and tools became increasingly accessible. At the same time, the more complex ethical considerations surrounding the use of genAI platforms has led to ongoing discussions about the responsible and transparent use of this emergent technology in educational settings.

IMPACT

GenAI continues to profoundly reshape higher education institutions, influencing everything from administrative processes to teaching methodologies and research capabilities. In the realm of administration, genAI tools are streamlining operations by automating routine tasks, enhancing data analysis for strategic decision-making, and improving student support services. For instance, AI-powered chatbots are now common on many campuses, providing 24/7 assistance to students for common queries, thereby freeing up staff time for more complex issues. Additionally, predictive analytics powered by AI are helping institutions identify at-risk students earlier, allowing for more timely and targeted interventions.

In the classroom, genAI is revolutionizing the way courses are designed and delivered. Instructors can leverage new tools to create more personalized learning experiences, with adaptive learning platforms that adjust content difficulty based on individual student performance. AI-generated content is being used to supplement course materials, providing up-to-date examples and case studies. However, this has also raised challenges around academic integrity, prompting institutions to revise their policies and develop new strategies to ensure original thinking and creativity are still cultivated. Many universities are now focusing on teaching students how to effectively and ethically use genAI tools as part of their skill set, recognizing that AI literacy will be crucial in future workplaces.

The research landscape in higher education is also being transformed by genAI. Researchers are using new tools to analyze vast datasets, generate hypotheses, and even draft preliminary research papers. GenAI is also enabling more

interdisciplinary research by identifying unexpected connections between different areas of study. However, this rapid advancement is raising ethical questions about authorship, the potential for misinformation in academic publishing, and the need for human oversight in AI-assisted research. As a result, many institutions are developing new guidelines and ethical frameworks to govern the use of genAI in academic research, ensuring that the benefits of these powerful tools are realized while maintaining the integrity and rigor of scholarly work.

Idaho higher education leaders and faculty have been actively engaged in the shifting genAI landscape. Throughout last year, the Statewide AI Alliance has facilitated professional development that engages faculty from all eight institutions. This year, the Generative AI Fellows supported by the Board are hosting facilitated professional development opportunities and drop-in hours for faculty and staff. Additionally, one of this year's fellows is focusing on exploring genAI implications in health care across Idaho institutions while the other is focusing on coordinating and synthesizing genAI teaching resources that are available as an open pedagogical resource.

As genAI continues to evolve, it is crucial for educational institutions to embrace its potential while carefully navigating its challenges. This work session provides an opportunity for Board members to learn more about genAI in higher education and raise questions for further consideration.

ATTACHMENTS

Attachment 1 – GenAI Presentation

STAFF COMMENTS AND RECOMMENDATIONS

Board staff are leading and supporting the Statewide AI Alliance. This group engages key stakeholders from each institution in sharing strategies and information. Additionally, Board staff coordinate the efforts of the 2024-2025 Generative AI Higher Education Fellows, Liza Long of College of Western Idaho and Jason Blomquist of Boise State University. The purpose of this work session is to update the Board on the current capacities and uses of genAI in teaching and learning in higher education.

BOARD ACTION

This item is for informational purposes.

Generative AI in Higher Education Work Session: Instruction, Access, and Privacy

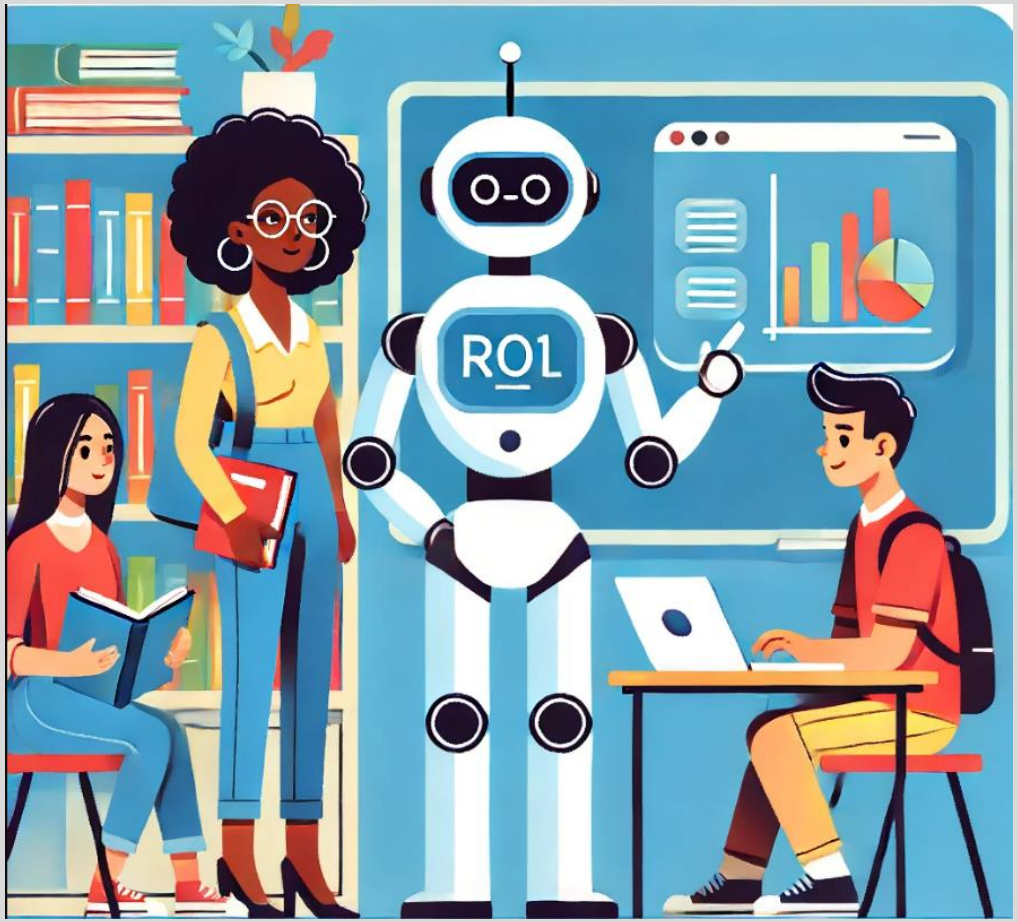
Dr. Liza Long, College of Western Idaho

Prof. Jason Blomquist, Boise State University

Reed Hepler, College of Southern Idaho

Goal

Today, we will build on the February 2024 Generative AI Work Session by providing insights into issues impacting teaching and learning in higher education.



Teaching and Learning Insights

1) Augmenting Students
2) Framework for Teaching
3) Access & Privacy

Generative AI Context in Idaho

- Two Generative AI Fellowships awarded for 2024-2025
- Expanded and strategic professional development for faculty and staff
- Purposeful policy development
- Important to support people who are working with these tools

AI Tools at Idaho Institutions

The Big Five

- ChatGPT (OpenAI)—everyone*
- Claude (Anthropic)—everyone*
- Gemini (Google)—BSU, ISU
- CoPilot (Microsoft)—CWI
- Meta Llama—everyone (free)

Custom tools like Open AI's GPTs, Google's Gems, and Claude's Projects

Secure private small models (run on a local computer)—LM Studio

*free models are available; upgrades have costs

Considerations

- Paid vs. free models
- Training data
- Image generation
- Artifacts
- Ability to search web
- Privacy and data collection

Augment/Support—Not Automate/Replace

Student Learning

- Students **engage critically** with OER content (Critical Worlds)
- Chatting with AI **improves student learning** in writing classrooms
- In CWI 101 Pathways to Business courses, AI tools **help students create** powerful and engaging entrepreneurial pitch decks
- Students report they **enjoy** working with these tools
- Students feel more comfortable **taking risks** or exploring unconventional ideas
- **Image prompting** can promote critical thinking.

Teaching

- AI assists in **creating OER textbooks**
- Students want **guidance and leadership** on AI from teachers (syllabus policies)
- **Formative assessment tools** (e.g. My Essay Feedback) are providing more support to students
- **Rethink assessment.** How can I incorporate these tools to promote student learning?
- Is the college essay dead?
- If so, what will replace it?
- What durable skills will students need in the workplace? (SHRM report says 34% of job seekers already see AI as an important skill)

Teaching AI in Nursing

What is it? → How does it work? → Why does it matter in healthcare?

Hands on experience → Guided discussion/ reflection → Privacy, Ethics, Decision making, Policy



What does all this mean as a student and future nurse?

Example: Syllabus Statement

- In N224, we acknowledge and embrace the advancement of technology, including Artificial Intelligence (AI), in our daily lives and educational pursuits. AI tools can provide valuable assistance in exploring complex subjects, facilitating learning, and stimulating creative thinking. However, while using AI is allowed in N224, please remember the importance of academic integrity. Your submitted work should result from your own critical thinking, problem-solving, creativity, and understanding of the material.
- If you choose to use AI in the process of completing your coursework, it must be disclosed. You are required to indicate which parts of your work involve the use of AI tools, providing a brief description of the nature of the AI's contribution. For example, if you used ChatGPT to generate ideas or solutions, note that in your assignment submission. You can do this either in footnotes, within the text, or in an accompanying 'AI Use Statement,' depending on the assignment format. Use of AI should not result in a direct copy-paste of AI-generated content. Instead, it should serve as a springboard for further personal research and understanding. If AI helps you arrive at an answer or provides a new perspective; internalize, process, and present that information in your own words, thoughts, and ideas. You are responsible for the content you submit.

Access and Privacy Considerations



Safeguarding Privacy and Confidentiality

- Avoid explicit mention of private details.
- Avoid mentioning any generic factors of your life.
- Implement and enforce strict access and use controls.
- Have family members or friends read over your prompts.
- Never assume that opting out will protect privacy.
- Never put individual peoples' attributes into their prompts.
- Ensure that staff and contractors know what data they can input into their prompts.
- Enforce a "least privileged access" model.
- Anonymize data
- Use human content moderation

Discussion

TAB	DESCRIPTION	ACTION
1	**PPGA – PROFESSIONAL STANDARDS COMMISSION ANNUAL REPORT**	Information Item

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DEPARTMENT OF EDUCATION

SUBJECT

Professional Standards Commission 2023-2024 Annual Report

REFERENCE

December 2021	Board received the Professional Standards Commission 2020-2021 Annual Report
December 2022	Board received the Professional Standards Commission 2021-2022 Annual Report
December 2023	Board received the Professional Standards Commission 2022-2023 Annual Report

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1208, 33-1251, 33-1252, 33-1253, 33-1254, and 33-1258, Idaho Code

BACKGROUND/DISCUSSION

The 1972 Idaho Legislature established the Professional Standards Commission (PSC). This legislative action combined the Professional Practices Commission, established by the state legislature in 1969, with the Professional Standards Board, an advisory board appointed by the State Board of Education. The PSC consists of 18 constituency members appointed for terms of three years, the membership of which is prescribed in Section 33-1252, Idaho Code.

The PSC has the authority to recommend standards of ethics, conduct and professional practices to the Board for its consideration; to deny, revoke, suspend, or place reasonable conditions on any certificate issued under the provisions of section 33-1202, Idaho Code based on the Board adopted standards; and to make recommendations to the Board and to school district boards of trustees in such areas as teacher education, teacher certification and teaching standards.

The PSC makes recommendations to the State Board of Education and renders decisions that provide Idaho with competent, qualified, ethical educators dedicated to rigorous standards, student achievement, and improved professional practice.

The PSC publishes an annual report following the conclusion of each academic year to inform the State Board of Education of actions taken by the PSC during that year. The PSC's 2024 annual report includes data trends from July 1, 2019 through June 30, 2024.

IMPACT

The PSC presented this report to the Planning, Policy and Government Affairs Committee on September 25, 2024.

ATTACHMENTS

Attachment 1 – PSC 2023-2024 Annual Report
Attachment 2 – Ethics Review Flow Chart

BOARD ACTION

This item is for informational purposes only.

IDAHO PROFESSIONAL STANDARDS COMMISSION

2023-2024 Annual Report

IDAHO DEPARTMENT OF EDUCATION
IDAHO PROFESSIONAL STANDARDS COMMISSION

650 W STATE STREET, 2ND FLOOR
BOISE, IDAHO 83702
208 332 6800 OFFICE / 711 TRS
WWW.SDE.IDAHO.GOV

CREATED 08/26/2024

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INTRODUCTION

The 1972 state legislature established the Professional Standards Commission (PSC). This legislative action combined the Idaho Professional Practices Commission, established by the state legislature in 1969, with the Professional Standards Board, an advisory board appointed by the State Board of Education. The PSC was created in the Department of Education and consists of 18 constituency members appointed or reappointed for terms of three (3) years, representing the following:

Certificated elementary or secondary classroom teachers (5)

Teacher of exceptional children (1)

Pupil service staff (1)

Elementary school principal (1)

Secondary school principal (1)

Special education director (1)

School superintendent (1)

School board member (1)

Higher education letters and sciences faculty member (1)

Community colleges and education departments of public institutions of higher education (2)

Education departments of private institutions of higher education (1)

Department of Education staff (1)

Division of Career Technical Education staff (1)

Section 33-1252, Idaho Code

PSC Mission

The PSC makes recommendations to the State Board of Education and renders decisions that provide Idaho with competent, qualified, ethical educators dedicated to rigorous standards, preK-12 student achievement, and improved professional practice.

Statutory Responsibilities of the PSC

(1) The professional standards commission may conduct investigations on any signed allegation of unethical conduct of any teacher brought by:
(a) An individual with a substantial interest in the matter, except a student in an Idaho public school; or
(b) A local board of trustees.

Section 33-1209, Idaho Code

The commission shall have authority to adopt recognized professional codes and standards of ethics, conduct and professional practices which shall be applicable to teachers in the public schools of the state, and submit the same to the state board of education for its consideration and approval. Upon their approval by the state board of education, the professional codes and standards shall be published by the board.

Section 33-1254, Idaho Code

The commission may make recommendations to the state board of education in such areas as teacher education, teacher certification and teaching standards, and such recommendations to the state board of education or to boards of trustees of school districts as, in its judgment, will promote improvement of professional practices and competence of the teaching profession of this state, it being the intent of this act to continually improve the quality of education in the public schools of this state.

Section 33-1258, Idaho Code

PSC Membership for the 2023-2024 Academic Year

Name	Agency	Representing
Angela Gillman, Chair	Idaho Falls School District #091	Classroom Teachers
Ramona Lee, Vice Chair	West Ada School District #002	Special Education Administrators
Vanessa Anthony-Stevens	University of Idaho	Public Teacher Education
Stephanie Brodwater	Post Falls School District #273	Classroom Teachers
Ryan Cantrell	Department of Education	Department of Education
Tate Castleton	Homedale School District #370	Elementary School Principals
Kristi Enger	Division of Career Technical Education	Division of Career Technical Education
Lance Harrison	Preston School District #201	School Superintendents
Katie Horner	Buhl School District #412	Classroom Teachers
Stacey Jensen	Pocatello School District #025	Classroom Teachers
Katie Mathias	Boise State University	Public Teacher Education
Amy McBride	Twin Falls School District #411	Secondary School Principals
Jamee Nixon	Northwest Nazarene University	Colleges of Letters and Sciences
Marci Nuxoll	Mountain View School District #244	Teachers of Exceptional Children
Karen Pyron	Butte County School District #111	School Boards
MeLissa Rose	Lakeland School District #272	Pupil Service Staff
Lori Sanchez	Northwest Nazarene University	Private Teacher Education
Jonelle Warnock	Boise School District #001	Classroom Teachers

PSC OPERATION

During the 2023-2024 academic year, the PSC met five (5) times, in September, December, February, April, and June. December and February meetings were held virtually.

The PSC's three (3) committees perform specific duties.

Operations Committee

- Develop recommendations for future presentations and agenda items to facilitate engagement and professional growth of Commission members.
- Assign PSC work/tasks to committees as appropriate.
- Identify and address short-term needs or special projects.

Executive Committee – Educator Ethics

- Determine if there is probable cause to pursue discipline against a certificated educator for alleged unethical conduct.
- Review and make recommendations to revise the Code of Ethics for Idaho Professional Educators as needed.
- Examine cases where an educator has voluntarily surrendered their certificate and consider whether to recommend that the PSC find probable cause that the alleged inappropriate conduct occurred.
- Review courses related to disciplinary action remediation.

Recommendations Committee

- Execute projects as requested by the State Board of Education, Department of Education, or the PSC Administrator.
- Consider recommendations from education stakeholders regarding educator ethics and educator certification and preparation.
- Recommend rule and policy changes regarding educator standards, educator certification, and endorsement requirements to the full Commission for consideration by the State Board of Education.

EDUCATOR ETHICS

In accordance with Sections 33-1208 and 33-1209, Idaho Code, the PSC has the responsibility for suspending, revoking, issuing letters of reprimand, or placing reasonable conditions on any certificate for educator misconduct.

During the 2023-2024 academic year, the PSC received 95 written complaints of alleged educator ethical misconduct, of which 51 cases were opened.

In addition, 38 cases were closed during the 2023-2024 academic year. Six (6) of the 38 closed cases involved educators employed as administrators; those cases are identified by an asterisk (*) following the case number. The data below represents the 38 closed cases.

2023-2024 Closed Cases

Case Number	Category of Ethics Violation	Probable Cause Found	Disciplinary Action
22302	Application Discrepancy	Yes	Suspension
22307	Breach of Contract	Yes	Letter of Reprimand
22305	Breach of Contract	No	None
22330	Breach of Contract	No	None
22406	Breach of Contract	No	None
22415	Breach of Contract	No	None
22237	Felony (Other)	Yes	Revocation (Permanent)
22301	Felony (Violent)	Yes	Revocation (Permanent)
22238*	Inappropriate Conduct	Yes	Letter of Reprimand
22240	Inappropriate Conduct	Yes	Letter of Reprimand
22313	Inappropriate Conduct	Yes	Suspension
22400*	Inappropriate Conduct	No	None
22403	Inappropriate Conduct	No	None
22404*	Inappropriate Conduct	No	None
22311	Inappropriate Conduct with Student	Yes	Suspension
22314	Inappropriate Conduct with Student	Yes	Revocation
22321	Inappropriate Conduct with Student	Yes	Suspension
22331	Inappropriate Conduct with Student	Yes	Letter of Reprimand
22332	Inappropriate Conduct with Student	Yes	Letter of Reprimand
22334	Inappropriate Conduct with Student	Yes	Suspension
22104*	Inappropriate Conduct with Student	No	None
22319	Inappropriate Conduct with Student	No	None
22320	Inappropriate Conduct with Student	No	None
22405	Inappropriate Conduct with Student	No	None
22411*	Inappropriate Conduct with Student	No	None
22323	Miscellaneous	No	None
22407	Miscellaneous	No	None

2023-2024 Closed Cases, Continued

Case Number	Category of Ethics Violation	Probable Cause Found	Disciplinary Action
22241	Sexual Misconduct NOT with a Student	Yes	Revocation (Permanent)
22325	Sexual Misconduct NOT with a Student	Yes	Revocation (Permanent)
22303	Sexual Misconduct with a Student	Yes	Revocation (Permanent)
22315	Sexual Misconduct with a Student	Yes	Revocation (Permanent)
22322	Sexual Misconduct with a Student	Yes	Revocation (Permanent)
22327	Sexual Misconduct with a Student	Yes	Revocation (Permanent)
22329	Sexual Misconduct with a Student	Yes	Revocation (Permanent)
22246	Theft-Fraud	Yes	Suspension
22317	Theft-Fraud	Yes	Suspension
22318*	Theft-Fraud	No	None
22324	Theft-Fraud	No	None

During the 2023-224 Academic year, the PSC finalized disciplinary action in 22 of the 38 cases that were closed.

2023-2024 Closed Cases Resulting in Disciplinary Action, by Category of Ethical Violation

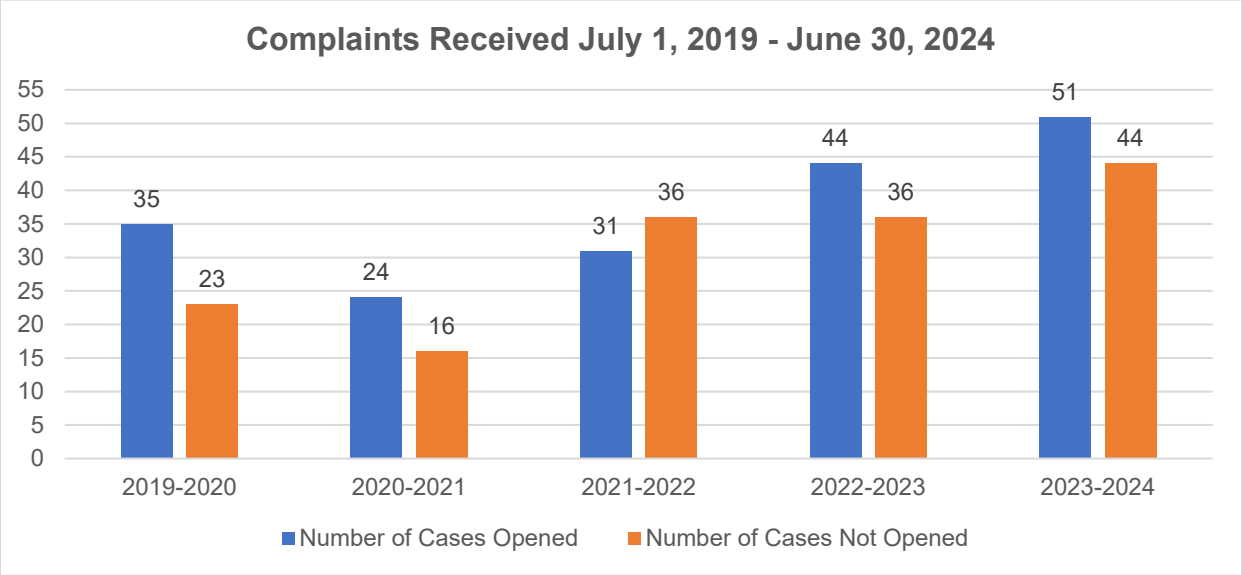
Category of Ethics Violation	Number of Cases Closed	Percentage of Cases Closed
Application Discrepancy	1	4.55%
Breach of Contract	1	4.55%
Felony (Other)	1	4.55%
Felony (Violent)	1	4.55%
Inappropriate Conduct	3	13.64%
Inappropriate Conduct with a Student	6	27.27%
Sexual Misconduct NOT with a Student	2	9.09%
Sexual Misconduct with a Student	5	22.73%
Theft-Fraud	2	9.09%

2023-2024 Closed Cases Resulting in Disciplinary Action, by Type of Disciplinary Action

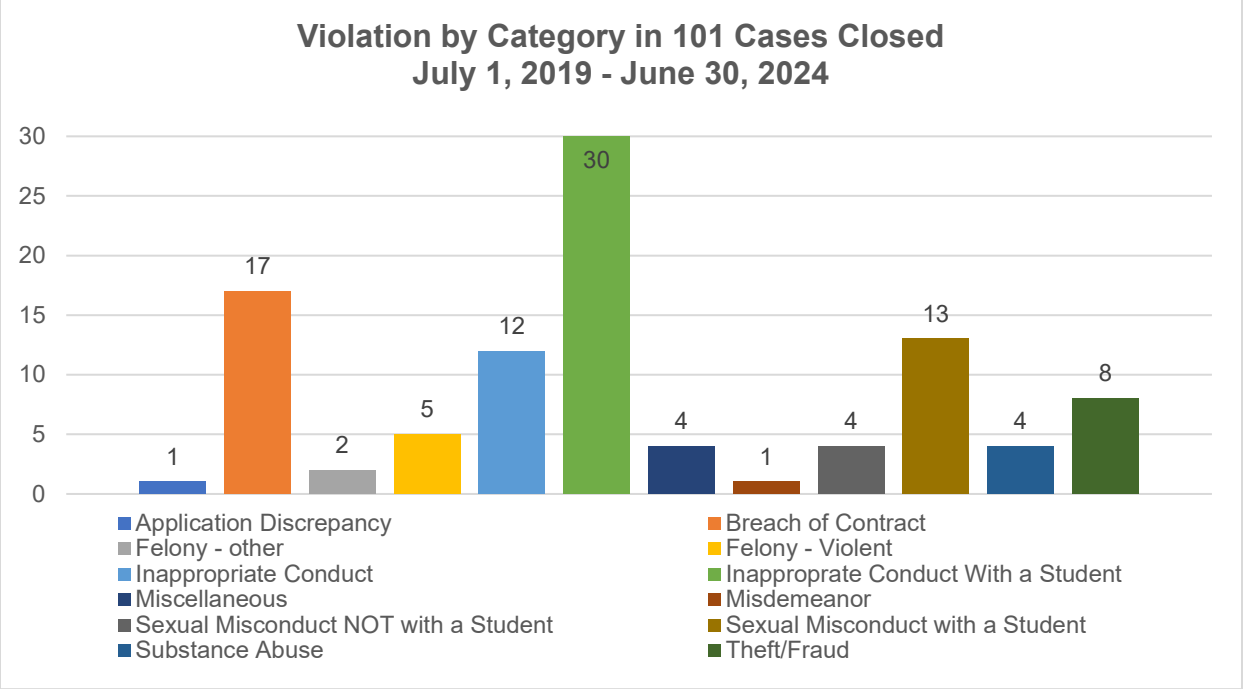
Category of Discipline	Number of Cases Closed	Percentage of Cases Closed
Letter of Reprimand	5	22.73%
Revocation	1	4.55%
Revocation (permanent)	9	40.91%
Suspension	7	31.82%

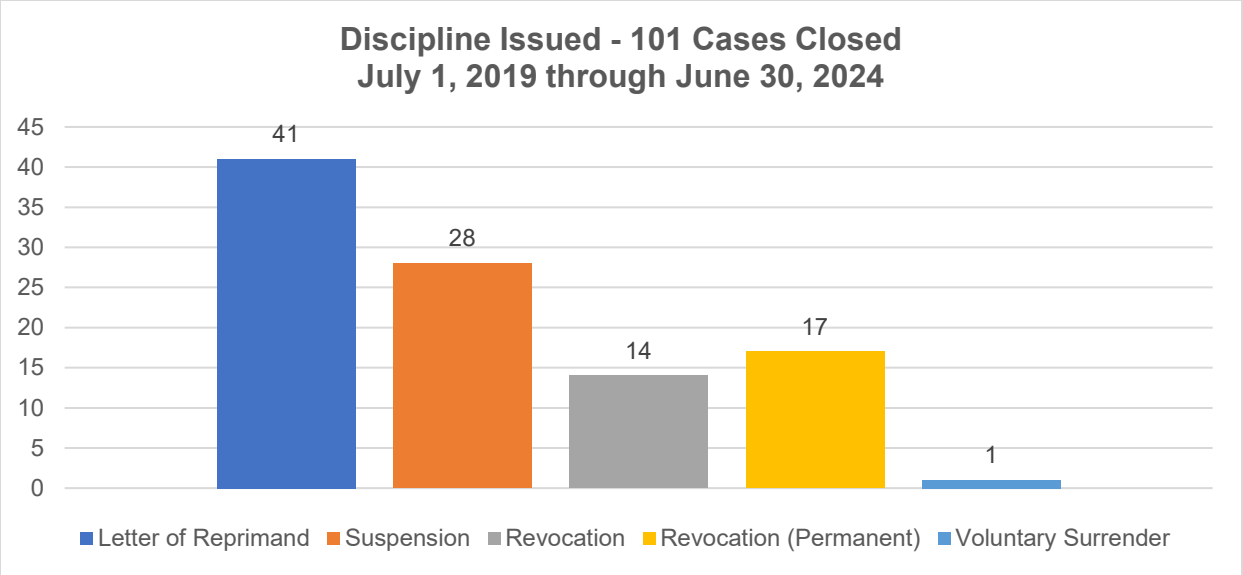
ETHICS DATA - JULY 1, 2019 THROUGH JUNE 30, 2024

The Department of Education received 340 educator ethics complaints between July 1, 2019, and June 30, 2024. Of those complaints, 185 cases were opened to determine probable cause for violations of the Code of Ethics for Idaho Professional Educators.

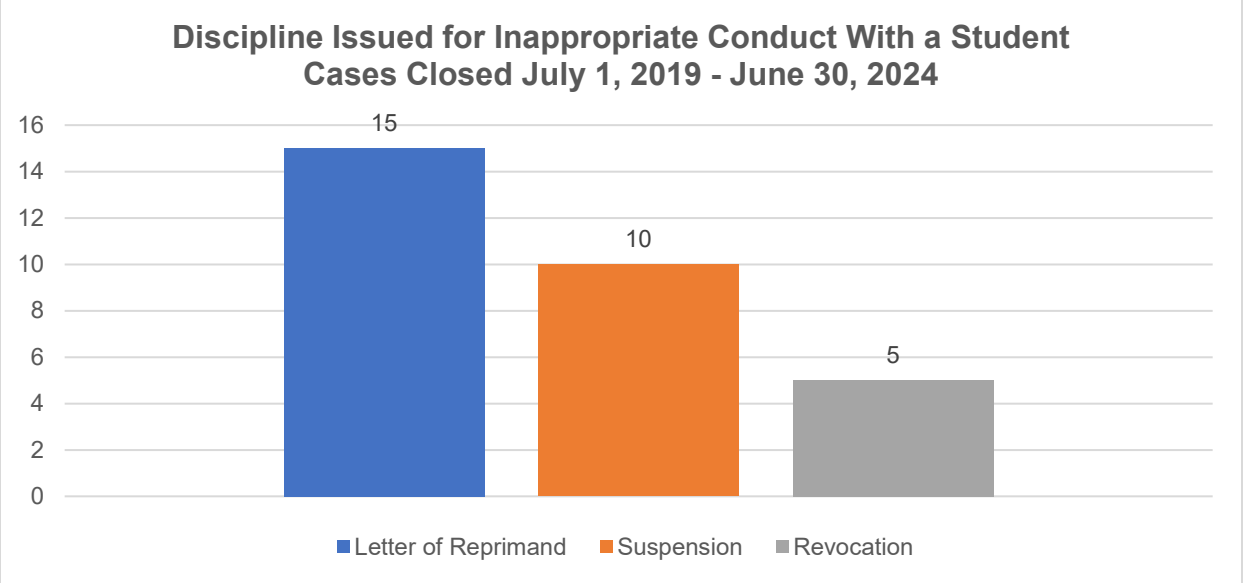


Between July 1, 2019 and June 30, 2024, the PSC determined that 101 opened cases were found to have probable cause, resulting in educator discipline issued between July 1, 2019 and June 30, 2024. The charts that follow describe the violation categories and resulting discipline.

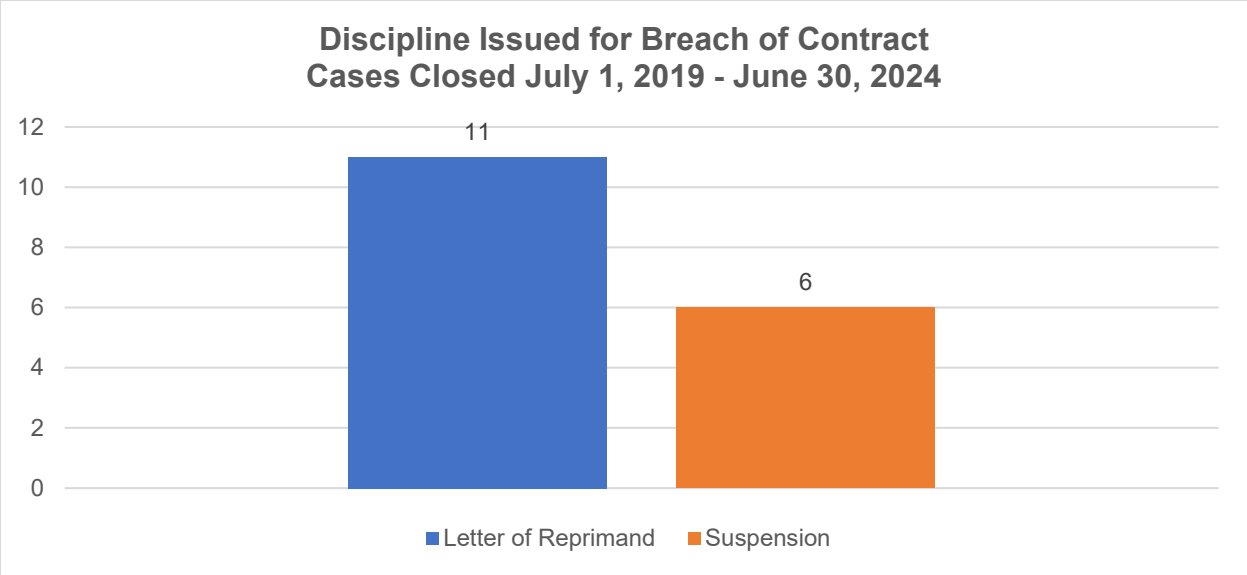


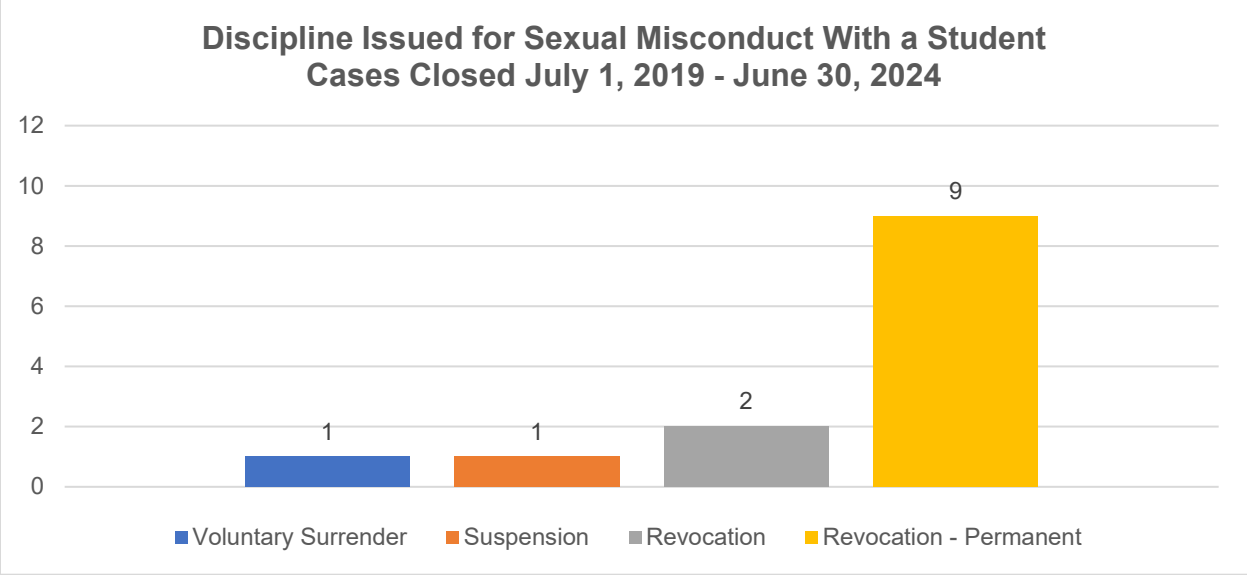


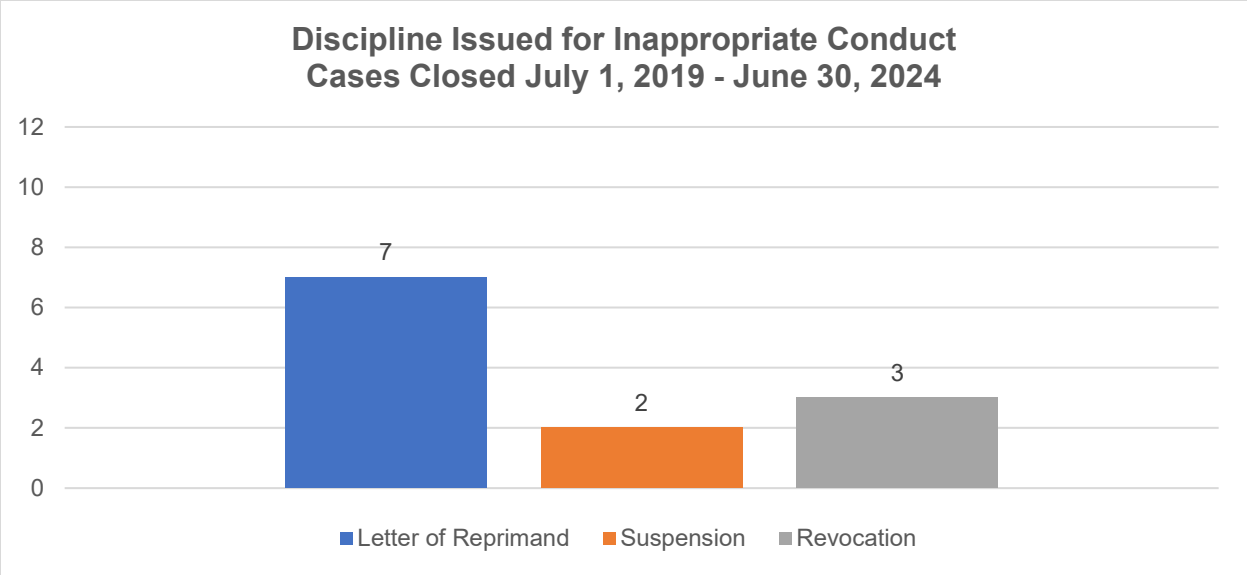
The following charts show the top five (5) ethics violation categories in cases closed between July 1, 2029 – June 30, 2024, and their resulting discipline. The top five (5) ethics violation categories in cases closed between July 1, 2019 – June 30, 2024, are Inappropriate Conduct With a Student, Breach of Contract, Sexual Misconduct with Student, Inappropriate Conduct and Theft/Fraud.



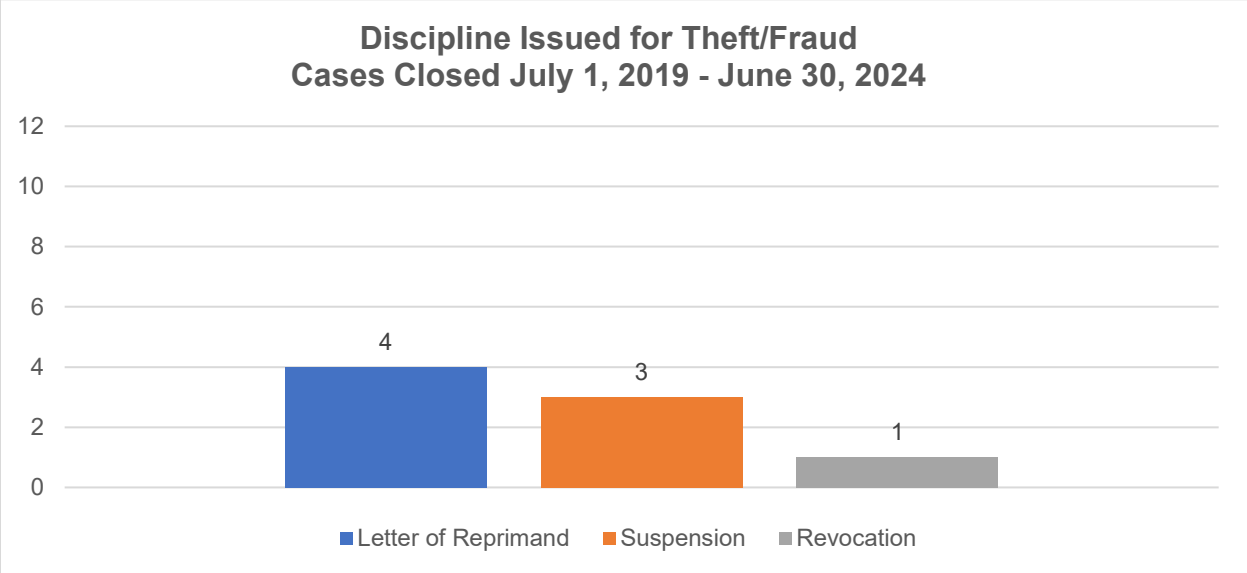
Violations of Inappropriate Conduct with a Student included striking, grabbing, inappropriate texting/emailing, swearing, and inappropriate comments of a sexual or political nature.


Discipline Issued for Breach of Contract
Cases Closed July 1, 2019 - June 30, 2024
12
10
8
6
4
2
0
11
6
Letter of Reprimand
Suspension

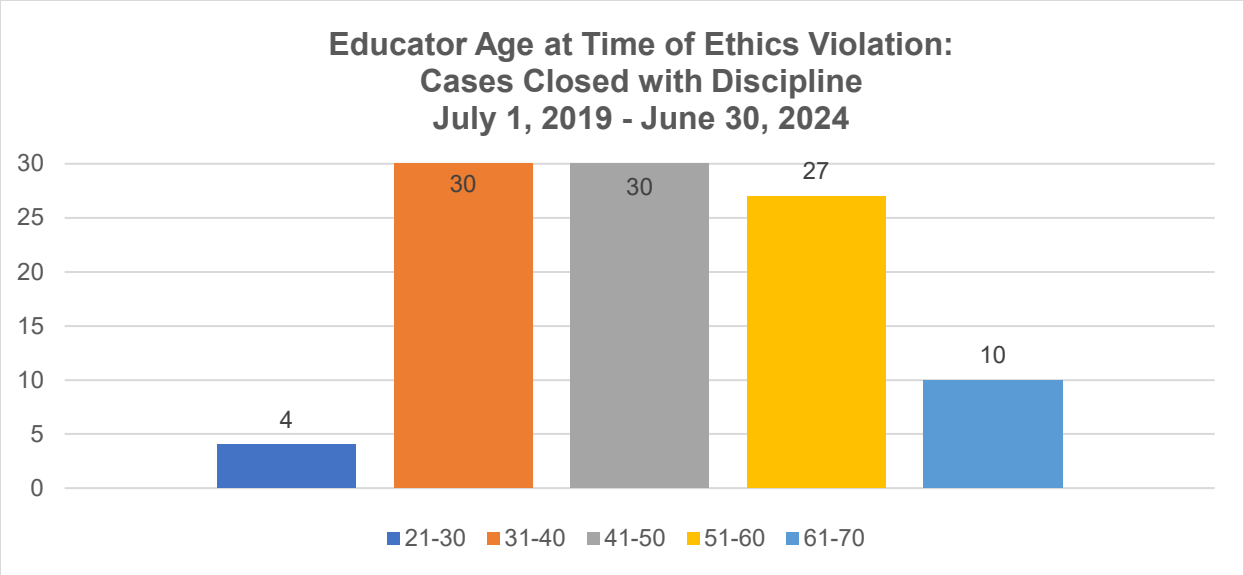

Discipline Issued for Sexual Misconduct With a Student
Cases Closed July 1, 2019 - June 30, 2024
12
10
8
6
4
2
0
1
1
2
9
Voluntary Surrender
Suspension
Revocation
Revocation - Permanent



Violations of Inappropriate Conduct included inappropriate relationships with subordinate staff members, viewing or possessing inappropriate images/websites, inappropriate sexual comments to coworkers, and emailing confidential student information.



Violations of Theft/Fraud included stealing from colleagues, falsifying reporting data, and falsifying documents for employment and licensure.


Educator Age at Time of Ethics Violation:
Cases Closed with Discipline
July 1, 2019 - June 30, 2024
30
25
20
15
10
5
0
4
30
30
27
10
21-30
31-40
41-50
51-60
61-70

RECOMMENDATIONS

During the 2023-2024 academic year, the PSC Recommendations Committee discussed various subjects of interest in the areas of educator preparation, educator certification, and educator ethics. The following recommendations were made by the PSC to the State Board of Education for approval:

Paraprofessional Assessment

Recommended the Boise School District's Paraprofessional Alternative Assessment

Recommended an amended qualifying score of 457 on the Educational Testing Service Paraprofessional exam

Content, Pedagogy, and Performance Assessment

Recommended Praxis II 7001 Elementary Education Teaching Reading, Mathematics, Social Studies, and Science to replace Praxis II 5001 Elementary Education Multiple Subject and Praxis II 7811 Elementary Education Content Knowledge for Teaching

Other discussions and work of the Recommendations Committee included:

New Program Approval Guide work session

PSC Manual amendments discussion and approval

PSC nominee review

Educator ethics resources discussion

Request for the Office of the Board to provide clarification to Idaho universities preparing Directors of Special Education, regarding preparation requirements

Recommendation to distribute *Breach of Contract Guidance Document for Administrators and Boards* to public Districts and Charters

Draft *Breach of Contract Guidance Document for Educators* for approval in September 2024

Code of Ethics for Idaho Professional Educators
Ethics Complaint Flow Chart

