STATE BOARD OF EDUCATION MEETING
August 20, 2025
Capitol Building Room WW-17
650 West State Street
Boise, ID 83720

Public Streaming: https://www.idahoptv.org/shows/idahoinsession/ww17/

Wednesday, August 20, 2025 – 9:00 a.m. (Mountain Time)

BOARDWORK

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

CONSENT

BAHR

1. Boise State University – Oracle Cloud Service Contracts ERP – Action Item
2. Boise State University – Air Charter Services – Anthony Travel Master Charter Agreement – Action Item
3. Boise State University – Nike All-Sport Contract – Action Item
4. Idaho State University – Amendment to ICOM Ground Lease – Action Item
5. University of Idaho – Prison Education Tuition and Fee Proposal – Action Item

IRSA

6. Graduate Medical Education Committee Reappointments and New Appointments – Action Item
7. Higher Education Research Council Appointment – Action Item

PPGA

8. Accountability Oversight Committee Reappointments – Action Item

IDE

9. Adoption of Praxis Tests and Idaho Qualifying Scores – Action Item
10. Appointments to the Professional Standards Commission – Action Item

OPEN FORUM

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Board Policy V.N. Grants and Contracts – First Reading – Action Item
2. Board Policy V.T. Fee Waivers – First Reading – Action Item
3. FY2027 Budget Requests – Action Item
4. FY2027 Capital Budget Requests and Six-Year Plans – Action Item
5. Idaho State University – CAES Dissolution and Tenant Use Agreement and Renaming – Action Item

IDAHO DEPARTMENT OF EDUCATION

1. Superintendent's Update – K-12 Overview – Information Item
2. 2025 Curricular Materials Adoption – Action Item
3. ESSA Plan Amendment – Alternate English Language Proficiency Reclassification Criteria and Growth to Proficiency – Action Item
4. Idaho Association of Colleges for Teacher Education (IACTE) Content Knowledge Portfolio Assessment for Certain Idaho Educator Preparation Providers – Action Item

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Strategic Plans – Postsecondary Institutions and Agencies under the Board's Governance – Action Item
2. Temporary Rule – Docket No. 08-0203-2503, Pertaining to SPED Manual – Action Item
3. Proposed Rule – Docket No. 08-0202-2501, Pertaining to Code of Ethics and CTE Certificate – Action Item
4. Proposed Rule – Docket No. 08-0203-2501, Pertaining to SPED Manual – Action Item
5. Proposed Rule – Docket No. 08-0203-2502, Pertaining to Content Standards – Action Item
6. Proposed Rule – Docket No. 08-0205-2501, Pertaining to Pay for Success Contracting – Action Item
7. Proposed Rule – Docket No. 55-0103-2501 Pertaining to CTE Definitions Section – Action Item
8. 2025 Idaho Comprehensive Mathematics Plan – Action Item
9. Board Policy VII.C. Career Technical Educator Certification – First Reading – Action Item
10. Boise State University President Search Update – Information Item

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Board Policy III.G. Postsecondary Program Review and Approval – Second Reading – Action Item
2. Update on Academic Program Exemptions – Idaho Code § 67-5909D – Information Item
3. University of Idaho – Direct-Entry Master of Science in Nursing – Action Item
4. Three-Year Program Plan – Action Item
5. Program Progress Reports – Information Item
6. Medical Education Update – Information Item

INFORMATIONAL

BAHR

1. NCAA Academic Progress Rate Reports – Information Item

IRSA

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

IDE

4. Less Than Ten (10) Students Reported in Average Daily Attendance – 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 5:00 p.m. (MT), August 18, 2025. 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
AUGUST 20, 2025

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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 June 17 and 18, 2025 Regular Board Meeting, June 25, 2025 Special Board Meeting, and July 15, 2025 Special Board Meeting.

3. Rolling Calendar

BOARD ACTION
I move to set August 19, 2026 as the date for the August 2026 Regular Board Meeting to occur via videoconference originating from the Office of the State Board of Education in Boise.

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

A regular meeting of the Idaho State Board of Education was held at Idaho State University on April 16 and 17, 2025. Board President, Kurt Liebich, called the meeting to order at 8:02 a.m. (MDT).

Present

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

BOARDWORK

1. Agenda Review and Approval – Action Item

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

2. Minutes Review and Approval – Action Item

BOARD ACTION
M/S (Gilbert / Clark) I move to approve the minutes for the April 16-17, 2025, Regular Board Meeting, the May 2, 2025, Special Board Meeting, and the June 5, 2025, Special Board Meeting. *Motion carried by voice vote.*

3. Rolling Calendar – Action Item

BOARD ACTION
M/S (Gilbert / Keough) I move to set June 17-18, 2026, as the date, and Idaho State University as the location, for the June 2026 Regular Board Meeting. *Motion carried by voice vote.*

EXECUTIVE SESSION – (Closed to the Public)

BOARD ACTION
(Gilbert / Roach) I move that the Board convene into Executive Session pursuant to Idaho Code § 74-206(1)(b) "to consider the evaluation, dismissal or disciplining

of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent,"

AND

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

The Board entered Executive Session at 8:05 a.m.
The Board reconvened at 1:32 p.m.

President Liebich stated, "The Board concluded its discussion and took no action on the matters discussed."

BOARD ACTION
M/S (Critchfield / Roach) I move to amend the agenda to show that the Board will convene into Executive Session on June 18, 2025,
AND
I request removal of the ESSA Plan Amendment agenda item. ***Motion carried by voice vote.***

WORK SESSION

IDE

1. K-12 Federal Waiver Strategy – Information Item – Superintendent Critchfield

   Superintendent Critchfield initiated a discussion about the potential for Idaho to request federal waivers related to K-12 education in light of ongoing changes at the federal level. The Superintendent encouraged the Board to consider which federally mandated elements may be redundant or not aligned with Idaho's educational priorities.

   A major focus of the discussion was on identifying areas of duplication, especially in accountability and assessments, where Idaho might already have systems in place that are more effective or better tailored to local needs. The Superintendent pointed out existing flexibilities in federal programs that local districts may not be fully utilizing and encouraged the Department of Education to help maximize these opportunities.

   The discussion emphasized the importance of reevaluating Idaho's statewide assessment system to ensure it better aligns with instructional goals, student pathways, and local flexibility. Participants expressed strong support for formative assessments that track individual student growth and better serve classroom needs. There was consensus that high school assessments should reflect diverse postsecondary pathways—college, military, or workforce—rather

than a one-size-fits-all model. Local leaders echoed similar concerns during recent statewide visits, advocating for meaningful, personalized assessments and questioning whether current practices effectively serve students or merely fulfill compliance. Ultimately, the group affirmed the importance of accountability and transparency—especially in early literacy, middle-grade math, and graduation—but stressed the need for a system that prioritizes relevance, flexibility, and instructional value. Recommendations based on stakeholder input will be brought forward in August.

IDAHO DEPARTMENT OF EDUCATION (2:00 – 3:00 pm MT)

1. Superintendent's Update - K-12 Overview – Information Item – Superintendent Critchfield

   Superintendent Critchfield informed the Board that a new Idaho Reading Indicator (IRI) test vendor has been acquired, and 1,500 students participated in the pilot. The department has received positive feedback from teachers.

   The Superintendent reported that, due to shifts in student behavior, teachers require additional support in classroom management. Legislative funding will enable the department to hire instructional coaches, with an emphasis on strengthening the teacher mentoring program to better prepare educators for today's classroom environment.

   The department is exploring ways to reduce the required qualifications for school administrators, including principals and superintendents. Superintendent Critchfield cited that charter schools have hired administrators from diverse and non-traditional backgrounds with success.

2. Less Than Ten (10) Students Reported in Average Daily Attendance – Information Item – Superintendent Critchfield.

   Per Idaho Code, the Superintendent reported schools approved to operate with less than ten students for the 2025-2026 school year.

   President Liebich placed the Board at ease at 2:53 p.m.
   President Liebich reconvened the Board at 3:01 p.m.

BOARD OF TRUSTEES - IDAHO STATE UNIVERSITY (3:00 – 4:30 pm MT)

1. Idaho State University Annual Report – Information Item – President Robert Wagner

   President Wagner of Idaho State University (ISU) shared an update on the university's recent achievements, aligning with their strategic plan focused on five key areas: enrollment growth and student success, academic and research focus, infrastructure enhancement, external partnerships, and employee

engagement. Notably, ISU reached its highest enrollment in 10 years with 13,477 students in the 2024-25 academic year, and enrollment is expected to continue growing.

ISU continues to lead in healthcare education across Idaho, graduating 843 healthcare professionals in 2024 and providing clinical training in 80% of the state's counties. As a Carnegie R2 research institution, ISU secured nearly $40 million in research funding in FY24 and actively involves students in research, awarding over $4 million in fellowships and wages. The university is also using its healthcare research expertise to address behavioral health and substance use disorders in rural Idaho, supported by federal grant funding.

ISU is making significant progress in enhancing its physical infrastructure, with major developments including a new Life Sciences facility and plans to break ground in 2026. ISU will also launch a Physician Assistant facility expansion in Pocatello and continue site preparations for its Meridian Health Sciences Campus. A new student housing initiative is underway, with feasibility studies in progress. ISU is exploring a potential new facility in Twin Falls through a partnership with the College of Southern Idaho (CSI), and the Idaho Falls campus remains a vital hub. Renovation projects there include lab upgrades, administrative improvements, and enhanced student spaces.

President Barber, College of Eastern Idaho, and President Fisher, College of Southern Idaho, shared how their respective institutions are collaborating and partnering with ISU. Community colleges are expanding pathways, streamlining students transfers and data sharing.

2. Idaho State University Students address the Board

   ISU students, Angel Pedroza, Macy Winder, Colin McBride, Brailee Ricks, Gregory Johnson, Josh McCubbin, and Laura Magallon cited factors such as effective outreach, strong value, and convenient location as key reasons for choosing to attend Idaho State University. The students reported minimal challenges in transferring credits but emphasized the need for increased academic advising at the high school level to help students make more strategic decisions when selecting dual credit courses.

   Additionally, the students highlighted the pressing need to expand student housing options, particularly noting the high demand and limited availability of accommodations for married students.

3. Idaho State University Employees address the Board

   ISU employees, Amanda Zink, Professor of English and Faculty Senate Chair, Echo Marshall, Director of Tribal Relations, Dana Gaudet, Assistant Director for Enrollment & Student Services, ISU-Meridian, Dave Smith, Education Specialist

and Clinical Assistant Professor in Health Occupations, Caryn Evilia, Professor of Biology and Chemistry, Jena Lords, Administrative Assistant II in ITS and Staff Council President, Karen Appleby, Professor of Human Performance & Sport Studies, Melissa Newlan, Clinical Instructor in Nursing, and Marc Pino, Director of Public Safety cited the value ISU places on students, research opportunities, and being alumni as reasons for choosing to work at ISU. It was reported that Advanced Opportunities funding has enabled many to complete associate degrees at no cost—saving time and money while boosting confidence in their college readiness. However, challenges persist, particularly around the complexity of dual credit enrollment and its impact on student well-being. Advisors report that high-achieving students often face significant stress, as they begin college with completed general education requirements but may lack the academic maturity for upper-division coursework. This accelerated pace can negatively affect GPAs, scholarship eligibility, and overall college experience. Faculty also raised concerns about lost opportunities for early mentorship and student development typically found in general education courses.

Employees remarked that Idaho State University has made notable progress, particularly under President Wagner's leadership, which has fostered greater engagement across campus and within the broader community. Faculty and staff noted a marked improvement in campus atmosphere, while acknowledging on-going challenges in communication and student preparedness post-pandemic. Faculty observed continued gaps in foundational skills, particularly in reading, writing, and lab work, along with an increased need for mental health support and greater academic resilience among students. In response, initiatives such as wellness courses have been implemented to support students both academically and emotionally. Overall, while challenges remain, the university community sees positive momentum and remains committed to addressing student needs holistically.

President Liebich placed the Board at recess at 4:39 p.m.
President Liebich reconvened the Board at 8:00 a.m. on June 18, 2025.

BOARD ACTION
(Gilbert / Roach) I move that the Board convene into Executive Session pursuant to Idaho Code § 74-206(1)(b) "to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent," *Motion carried by voice vote.*

The Board reconvened at 9:35 a.m.

President Liebich stated, "The Board concluded its discussion and took no action on the matters discussed."

CONSENT

BAHR

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

IDE

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

IRSA

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

PPGA

11. Request for Waiver of IDAPA 08.02.02.015.03(b) for Three Creak Elementary School District – Action Item
12. Boise State University - State Requirement Check for the Review of Boise State University's Educator Preparation Provider – Action Item
13. Brigham Young University Idaho - State Requirement Check for the Review of Brigham Young University Idaho's Educator Preparation Provider – Action Item
14. Idaho State University - State Requirement Check for the Review of Idaho State University's Educator Preparation Provider – Action Item
15. University of Idaho - State Requirement Check for the Review of University of Idaho's Educator Preparation Provider – Action Item
16. University of Idaho - Policy update: FSH 1520 Constitution of the University Faculty (V-2 Clause B; V-3, V-4; V-7 Clause A and V-8) – Action Item
17. University of Idaho - Policy update: FSH 1580 Bylaws of Faculty Senate (II-3, III-2, IV-1,2) – Action Item
18. University of Idaho – New Policy: FSH 3130 Disruptions of University Operations – Action Item
19. Data Management Council Re-appointments – Action Item

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

OPEN FORUM

Dave Smith, addressed the Board during Open Forum. Mr. Smith expressed his concerns regarding Senate Bill 1198.

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. FY2026 Agency/Institutions Operating Budgets – Action Item

BOARD ACTION
M/S (Gilbert / Turnbull) I move to approve the FY 2026 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, Public Charter Schools Commission, College and Universities, Career Technical Education, Agricultural Research and Extension Service, Health Education Programs, and Special Programs, as presented in Attachments 2-28. *Motion carried by voice vote.*

2. Agency Heads Compensation and Chief Executive Officers Contract Terms – Action Item

   President Liebich expressed his desire to have conversations with each of the presidents before the Board acts on this agenda item and that it will be addressed during a Special Board meeting.

BOARD ACTION
M/S (Gilbert / Clark) I move to amend the agenda by removing Item 2, Agency Heads Compensation and Chief Executive Officers Contract Terms. *Motion carried by voice vote.*

3. Idaho State University – Reimbursement Resolution Life Sciences Building – Action Item – Jennifer Steele

   Board Member Gilbert introduced the next item on the agenda, Idaho State University's request for the Board to approve a reimbursement resolution related to the Life Science Project. The resolution would allow ISU to reimburse itself from future bond proceeds for construction and other qualified project expenses incurred before the bonds are issued.

   Jennifer Steele, Vice President for Finance and University Planning, ISU, and Brian Sagendorf, Vice President, Operations, ISU, provided additional information regarding the financing plan for the Life Sciences Building.

BOARD ACTION
M/S (Gilbert / Clark) I move to approve the request by Idaho State University for authority to use future bond proceeds to reimburse construction expenditures for the Life Sciences Building and further approve the Resolution of the Idaho State Board of Education regarding the same, as set forth in Attachment 1 to the materials submitted to the Board. *Motion carried by Roll Call Vote of 8 – 0.*

4. University of Idaho - Authorization for Additional Interim Financing Note – Action Item – Brian Foisy, Kim Salisbury

   Mr. Gilbert introduced the next agenda item, University of Idaho's (UI) request that the Board approve the issuance of a series 2025 Interim Note of up to 25 million dollars to continue progress on its student housing modernization project, including renovations to the Wallace Resident Center at Theopolis Tower and the development of 400 new graduate housing units. This short-term financing will provide bridge funding until the long-term bonds are issued in 2025.

   Kim Salisbury, Associate Vice President, Budget and Planning, UI, and Brian Foisy, Vice President, Division of Finance and Administration, UI, answered questions and provided the Board additional details regarding this agenda item and the following agenda item.

BOARD ACTION
M/S (Gilbert / Turnbull) I move to approve a Supplemental Resolution for issuance of the Series 2025 Note, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho Authorizing the Issuance of its Series 2025 Note; Delegating Authority to Approve the Terms and Provisions of the Series 2025 Note and the Principal Amount up to $25,000,000; Authorizing the Execution and Delivery of a Note Purchase Contract and Series 2025 Note; and Providing for Other Matters Relating to the Authorization, Issuance, Sale and Payment of the Series 2025. *Motion carried by a roll call vote of 8-0.*

5. University of Idaho - Authorization for Issuance of Series 2025A Bonds: Financing for University's Student Housing Projects – Action Item – Brian Foisy, Kim Salisbury

BOARD ACTION
M/S (Gilbert / Turnbull) I move to approve a Supplemental Resolution for the 2025 Bonds, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho Authorizing the Issuance and Providing for the Sale of General Revenue Bonds,

Series 2025; Delegating Authority to Approve the Terms and Provisions of the 2025 Bonds and the Principal Amount of the 2025 Bonds up to $150,000,000; Authorizing the Execution and Delivery of a Bond Purchase Agreement upon Sale of the Series 2025; and Providing for Other Matters Relating to the Authorization, Issuance, Sale and Payment of the 2025 Bonds. *Motion carried by a roll call vote of 8-0.*

6. University of Idaho - Long Range Campus Development Plan – Action Item – Brian Foisy, Kim Salisbury

   Mr. Gilbert introduced the next agenda item, UI's Long Range Campus Development Plan. UI is requesting Board approval for its long-range campus development plan for the Moscow campus. The plan is a 25-year framework that was developed with broad stakeholder input to guide future campus preservation, growth, and strategic investment.

   Kim Salisbury and Brian Foisy provided additional details and answered questions regarding the plan. The plan is designed to support UI's strategic plans for the next 25 years.

BOARD ACTION
M/S (Gilbert / Turnbull) I move to approve the request by the University of Idaho to approve its Long-Range Campus Development Plan. *Motion carried by voice vote.*

7. University of Idaho – Dissolution of Four Three Education – Action Item – Kent Nelson

   Kent Nelson, Special Counsel, UI, presented the dissolution of Four Three Education. Mr. Nelson noted that UI has received the termination payment.

BOARD ACTION
M/S (Gilbert / Clark) I move to approve the Resolution proposed by the President of Four Three Education, Inc., the title of which is as follows:

A RESOLUTION OF THE REGENTS OF THE UNIVERSITY OF IDAHO, ACTING AS THE SOLE MEMBER OF FOUR THREE EDUCATION, INC., APPROVING DISSOLUTION. *Motion carried by voice vote.*

8. University of Idaho – IPv4 Litigation – Action Item – Bill Gilbert

   Bill Gilbert introduced Kim Rytter, General Counsel, UI, to present a resolution to pending litigation.

BOARD ACTION
M/S (Gilbert / Clark) I move the Board to approve the proposed settlement agreement, pursuant to the deliberations of the Board in Executive Session, and to authorize the President of the University of Idaho, or the President's designee, to execute the final agreement in substantial conformance with the agreements presented to the Board along with such other documents necessary to carry out the terms of the agreement. *Motion carried by voice vote.*

President Liebich put the Board at ease at 10:00 a.m.
President Liebich reconvened the meeting at 10:10 a.m.

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

1. Proposed Amendment to Board Policy I.M. Annual Planning and Reporting – Second Reading – Action Item – Matthew Reiber

   Matthew Reiber, External Affairs and Strategy Officer, Office of the State Board of Education (OSBE), reviewed the proposed amendment to Board Policy I.M. Mr. Reiber explained that the amendment will provide flexibility to OSBE's Strategic Plans' timelines and due dates.

BOARD ACTION
M/S (Keough / Roach) I move to approve the second reading of the proposed amendment to Board Policy I.M. as presented in Attachment 2. *Motion carried by voice vote.*

2. Medical Education Plan Working Group Appointments – Action Item – Matthew Reiber

   Mr. Reiber explained the legislation that directs the Board to appoint four individuals to the Medical Education Plan Working Group. Jennifer White, Executive Director, OSBE, provided additional details regarding how the Undergraduate Medical Education Committee will collaborate with the working group and the differences between each group.

BOARD ACTION
M/S (Siddoway / Roach) I move to approve the appointment of Shawn Keough, Brian Whitlock, Susie Keller, and Ted Epperly to the Medical Education Plan Working Group, pursuant to Section 33-3732, Idaho Code. *Motion carried by voice vote.*

3. Boise State University President Search Update – Information Item – Matthew Rieber and David Turnbull

   David Turnbull provided an update on the Boise State University (BSU) President Search. The Boise State University Presidential Search Committee established

five subcommittees representing students, faculty, staff/administrators, alumni, and the foundation/athletics to gather stakeholder input through targeted listening sessions and allowing each group to develop and present their own reports. Feedback from all subcommittees emphasized the university's strong trajectory and the need for a leader to maintain its momentum rather than implement major changes. The search, conducted with Russell Reynolds Associates, is progressing positively with strong interest in the position. The application deadline is July 18, 2025, after which candidates will be vetted and ranked, with a review meeting scheduled for July 28.

Committee members underscored the importance of confidentiality to attract high-caliber applicants currently serving in senior roles, while affirming compliance with public records and open meeting laws to ensure appropriate public participation at later stages.

WORK SESSION (10:30 – 10:40 am MT)

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

Executive Director, Jennifer White, provided the Board an update on the implementation of Senate Bill 1198, the "Freedom of Inquiry in Higher Education Act," effective July 1, 2025, which prohibits certain diversity, equity, and inclusion activities at Idaho's public higher education institutions while explicitly protecting academic freedom, research, creative works, and the free discussion of ideas in the classroom. In coordination with the OSBE and institutional leaders, a process and guidance memo—reviewed and affirmed by the Attorney General's Office—was developed to ensure compliance with both the law and existing Board policies on academic freedom and free speech. Institutions conducted expedited reviews of summer courses to identify any requiring exemptions, primarily in gender studies, social work, and related programs, with requests submitted by all public institutions. The process includes a flowchart to assess course requirements and applicability of DEI-related restrictions, with exemptions granted only where no alternatives exist.

Board members emphasized the need for clarity in public communication to address misconceptions, proactive training for faculty and students to ensure understanding of rights, responsibilities, and the law's intent, thereby preserving open and robust classroom discourse.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

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

Dr. Heidi Estrem, Chief Academic Officer, OSBE, and Patty Sanchez, Academic Affairs Program Manager, OSBE, presented the second reading of Board Policy

III.N., Statewide General Education. Dr. Estrem shared that there have been minor edits since the previous reading.

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

2. Board Policy III.G. Postsecondary Program Review and Approval – First Reading – Heidi Estrem

   The Board reviewed proposed revisions to the policy governing new academic program approvals, with most changes providing clarifications based on ongoing collaboration with institutions to resolve areas of uncertainty. A new Section 9 was added to formalize the program exemption process in response to Idaho Code § 67-5909, outlining how exemption requests will be handled in a manner consistent with other Board-level processes. Institutions seeking exemptions must submit requests following timelines and templates established by the Executive Director or designee, with institutions ensuring students are informed about programmatic requirements and exemptions.

BOARD ACTION
M/S (Roach / Turnbull) I move to approve the first reading of proposed amendments to Board Policy III.G., Postsecondary Program Review and Approval, as submitted in Attachment 1.

3. Lewis-Clark State College – Direct-Entry Master of Science in Nursing – Action Item – Heidi Estrem

   Dr. Fred Chilson, Provost and Vice President for Academic Affairs, LCSC and Dr. Krista Harwick, Interim Dean, School of Professional Studies, LCSC, presented LCSC's proposal for a Direct-Entry Master of Science in Nursing with a focus on nursing leadership, designed for individuals with non-nursing bachelor's degrees to address Idaho's shortage of both nurses and nursing leaders.

   The request, and the next agenda item, prompted a lengthy discussion among Board members regarding the institutions, systemness, collaboration, and addressing significant medical education needs in Idaho. The Board agreed that they must provide additional clarity to the institutions regarding what collaboration is and what their expectations are.

BOARD ACTION
M/S (Roach / Turnbull) I move to approve Lewis Clark State College's Direct- Entry MSN proposal and direct representatives from Lewis Clark State College and the University of Idaho, to provide a report on their partnership on the Direct-Entry MSN Program at the August 2025 Board meeting. This report must detail specific plans for institutional collaboration, including but not limited to shared academic Programming, faculty appointments, clinical site utilization, and other joint efforts designed to address regional health care needs through innovative, flexible, and collaborative approaches.

The Board continued to have discussions regarding the motion. President Pemberton, Lewis and Clark State College, informed the Board that they have had discussions with the other four-year institutions to determine pathways and to ensure there was no duplication of efforts. She also asked for clarity regarding the motion and that the motion be divided into two motions.

BOARD ACTION
President Liebich asked for a vote on the motion. *Motion carried by voice vote*.

Board members requested additional clarity regarding the motion and Board Member Roach repeated her motion as follows:

M/S (Roach / Turnbull) I move to approve Lewis and Clark State College's Direct-Entry MSN Proposal and direct representatives from Lewis Clark State College and the University of Idaho to provide a report on their partnership on the Direct Entry MSN Program at the August Board meeting, at which time the University of Idaho will also bring forward their Direct-Entry MSN Program. This report must detail specific plans for institutional collaboration, including but not limited to, shared academic programming, faculty appointments, clinical site utilization, and other joint efforts designed to address regional health care needs through innovative, flexible, and collaborative approaches. *Motion carried by voice vote and supersedes the previous vote.*

Board Member Keough requested all institutions come together to discuss healthcare needs across the spectrum. She asked that professionals in the healthcare field be included in the discussions.

4. Dual Credit Report and Recommendations – Action Item – Heidi Estrem

Board Member Roach introduced the next item on the agenda and noted the significant work stakeholders have completed over a two-year period. Dr. Estrem provided the Board an update on Idaho's strategic vision for dual credit, including three non-binding recommendations to guide future development. The recommendations focus on establishing clear metrics of success, promoting a "credit with a purpose" framework that aligns coursework with students' college

and career pathways, and strengthening system-wide collaboration to reduce transcript fragmentation and credit loss.

BOARD ACTION
M/S (Roach / Siddoway) I move to approve the dual credit program strategic vision statement and the three recommendations that direct Board staff to establish metrics of success; develop a Credit with a Purpose Framework; and enhance dual credit collaboration and systemness while reducing unnecessary duplication.

BOARD ACTION
M/S (Keough / Roach) I move to adjourn the meeting. ***Motion carried by voice vote.***

Meeting adjourned at 11:46 a.m.

STATE BOARD OF EDUCATION MEETING
June 25, 2025
Office of the State Board of Education
650 West State Street, Suite 307
Boise, ID 83720

A special meeting of the Idaho State Board of Education was held at the offices of the Idaho State Board of Education on June 25, 2025.

Present

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

Absent

Cindy Siddoway

President Kurt Liebich called the meeting to order at 4:00 p.m. (MDT)

President Liebich explained that the special meeting was convened due to time constraints during the regular session and the importance of allowing one-on-one conversations with each institution's president to provide direct feedback on their performance evaluations conducted in Executive Session on June 17, 2025. He conveyed the Board's appreciation for the presidents' leadership and expressed gratitude for their continued service.

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Agency Head Compensation and Chief Executive Officers Contract Terms – Action Item

BOARD ACTION

M/S (Gilbert / Keough) I move to approve an hourly rate of **$67.75** (annual salary of **$140,920**) for **Jeff Tucker** as **Manager of Idaho Public Television**, retroactively effective on June 8, 2025. ***Motion carried by voice vote.***

Bill Gilbert stated that the Board holds the presidents in high regard and acknowledged their proactive engagement in recommending that their compensation levels remain unchanged for the upcoming year—a proposal the Board deems both appropriate and commendable.

BOARD ACTION

M/S (Gilbert / Clark) I move to approve an amendment to extend **Robert Wagner's** contract as **President** of **Idaho State University** for **one (1) year**, and for the parties to execute the **second** amendment to his contract.

AND

I move to approve an amendment to extend **Cynthia Pemberton's** contract as **President** of **Lewis Clark State College** for **one (1) year**, and for the parties to execute the **fourth** amendment to her contract.

AND

I move to approve an amendment to extend **C. Scott Green's** contract as **President** of **University of Idaho** for **one (1) year**, and for the parties to execute the **fifth** amendment to his contract. ***Motion carried by voice vote.***

BOARD ACTION
M/S (Gilbert / Roach) I move to adjourn the meeting. ***Motion carried by voice vote.***

President Liebich adjourned the meeting at 4:07 p.m. (MDT)

STATE BOARD OF EDUCATION SPECIAL MEETING
July 15, 2025
Office of the State Board of Education
650 West State Street, Suite 307
Boise, ID 83720

A special meeting of the Idaho State Board of Education was held at the offices of the State Board of Education on July 15, 2025. Board President, Kurt Liebich, called the meeting to order at 3:00 p.m.

Present

Kurt Liebich
Debbie Critchfield
Cindy Siddoway
Bill Gilbert
Shawn Keough

Absent

Cally Roach
Dr. Linda Clark
David Turnbull

Tuesday, July 15, 2025, 3:00 p.m. (Mountain Time)

PLANNING, POLICY, AND GOVERNMENTAL AFFAIRS

1. Appointment of School Board Trustees to the newly formed Clearwater Valley School District #245 and Grangeville School District #246 – Action Item – Matt Reiber

   Board Member Keough relayed to the Board that in December 2024, the State Board of Education approved the proposed division of Mountain View School District to Clearwater Valley School District and Grangeville School District. The proposed division was approved by the majority of voters in Mountain View School District in May 2025.

   Kristine Moriarty, Director, Policy and Procurement, Idaho Department of Education, described the process of gathering and reviewing names of proposed board members of both districts. Voters will be given the opportunity to elect individuals to the boards in November 2025.

BOARD ACTION
M/S (Keough/ Gilbert) I move to approve the recommendation of the Department of Education work group to appoint the following individuals to the Clearwater Valley School District #245, pursuant to Idaho Code § 33-505:

- **Zone 1 – Karen Syron**
- **Zone 2 – Troy Biesecker**
- **Zone 3 – Aaron Teats**
- **Zone 4 – Thomas James Wellard**
- **Zone 5 – Jon Menough**

Motion carried by voice vote.

BOARD ACTION
M/S (Keough/ Siddoway) I move to approve the recommendation of the Department of Education work group to appoint the following individuals to the Grangeville School District #246 school board, respectively, pursuant to Idaho Code § 33-505:

- **Zone 1 – Tyler Harrington**
- **Zone 2 – Jamie Russell**
- **Zone 3 – Melissa Lane**
- **Zone 4 – Bernadette Edwards**
- **Zone 5 – Larry Dunn**

Motion carried by voice vote.

BOARD ACTION
M/S (Gilbert / Keough) I move to adjourn the meeting. *Motion carried by voice vote.*

President Liebich adjourned the meeting at 3:12 p.m.

CONSENT
AUGUST 20, 2025

TAB	DESCRIPTION	ACTION
1	**BAHR – BOISE STATE UNIVERSITY – ORACLE CLOUD SERVICE CONTRACTS ERP**	Action Item
2	**BAHR – BOISE STATE UNIVERSITY – AIR CHARTER SERVICES – ANTHONY TRAVEL MASTER CHARTER AGREEMENT**	Action Item
3	**BAHR – BOISE STATE UNIVERSITY – NIKE ALL-SPORT CONTRACT**	Action Item
4	**BAHR – IDAHO STATE UNIVERSITY – AMENDMENT TO ICOM GROUND LEASE**	Action Item
5	**BAHR – UNIVERSITY OF IDAHO – PRISON EDUCATION TUITION AND FEE PROPOSAL**	Action Item
6	**IRSA – GRADUATE MEDICAL EDUCATION COMMITTEE REAPPOINTMENTS AND NEW APPOINTMENTS**	Action Item
7	**IRSA – HIGHER EDUCATION RESEARCH COUNCIL APPOINTMENT**	Action Item
8	**PPGA – ACCOUNTABILITY OVERSIGHT COMMITTEE REAPPOINTMENTS**	Action Item
9	**IDE – ADOPTION OF PRAXIS TESTS AND IDAHO QUALIFYING SCORES**	Action Item

TAB	DESCRIPTION	ACTION
10	IDE – APPOINTMENTS TO THE PROFESSIONAL STANDARDS COMMISSION	Action Item

SUBJECT

Boise State University – Oracle ERP (Enterprise Resource Planning) SaaS Cloud Services

REFERENCE

December 2014	Executive Director approves request to enter into Public Sector Agreement for Oracle Cloud Services with Oracle America, Inc.
August 2016	Approved licensure of Human Capital Management (HCM) Cloud Service.
December 2020	Oracle Financial ERP Cloud License Renewal
February 2023	Oracle Human Capital Management (HCM) Cloud Service License Renewal

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

In July 2016, Boise State implemented the Oracle Financial ERP Cloud. The university implemented the Oracle Human Capital Management (HCM) Cloud on campus. In 2020, the Board approved renewal of Oracle ERP Cloud services for a term of five (5) years, which ends in December 2025. In 2023, the Board approved renewal of Oracle HCM Cloud services for 33 months, to be coterminous with Oracle ERP Cloud services, as well as the optional renewal for an additional five (5) year term with a 4% annual price increase. The Oracle ERP renewal before the Board is consistent with the previously approved Oracle HCM renewal, locking in a 4% annual price increase through 2030.

The negotiated annual price increase of 4% is lower than the current market average of 5% to 8% for Oracle SaaS licensing contracts within higher education. This favorable rate reflects our strategic partnership with Oracle and our position as a valued early adopter of their cloud ERP platform. Securing this below-market rate will result in substantial long-term cost avoidance.

IMPACT

Renewal of the ERP license agreement will allow Boise State to continue to utilize and sustain its fully functional modern financial system that is always on the current release and is being continuously improved. Renewal at a fixed annual price increase will also provide reliable cost certainty while ensuring continued access to enterprise-grad technology that supports critical operational needs. The anticipated cost for the renewal is $2,619,859.29 over a term of 60 months and will be funded through appropriate funds.

ATTACHMENTS

Attachment 1 – Proposed Oracle Ordering Document for Oracle ERP Cloud Services

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Boise State University's request to renew its Oracle ERP Cloud Services license aligned with prior Board approvals and maintains consistency with the licensing terms approved for the Oracle Human Capital Management (HCM) Cloud Service in 2023.

The proposed 4% annual price escalation remains below current market rates for similar contracts in higher education, which represents a favorable long-term financial arrangement for BSU.

This renewal supports continued access to a fully integrated and modern cloud-based financial system critical to BSU operations.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to approve the renewal of their license for Oracle ERP Cloud Services with Oracle America, Inc. in substantial conformance with the Ordering Document presented herein.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Boise State University	**Contact**	Warr
Address	1910 University Dr BOISE ID 83725	**Phone Number**	+1 (208) 426-1757
		Email Address	FredWarr@boisestate.edu

Renew Subscription Term: 4-Dec-2025 to 3-Dec-2026

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	1200	12 mo	0.51	7,403.13
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	1,103.23	13,238.78
B99686 - Oracle Fusion Document Recognition Cloud Service - Hosted 1000 Records	NORTH AMERICA	10	12 mo	18.72	2,246.40
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	425	12 mo	46.27	235,974.90
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	120	12 mo	25.71	37,015.64
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	12 mo	18.72	2,246.40
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	NORTH AMERICA	1000	12 mo	0.05	616.93
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	20.56	22,209.38
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	NORTH AMERICA	1320	12 mo	5.14	81,434.41
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	100	12 mo	25.71	30,846.37
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	39.59	42,753.06
			Subtotal		475,985.40

Expansion at Renewal Term: 3-Dec-2026

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	25	12 mo	25.71	7,711.59
			Subtotal		7,711.59

New Subscription On or After 4-Dec-2026

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	1200	12 mo	0.53	7,699.25
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	1,147.36	13,768.34
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	425	12 mo	48.12	245,413.84
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	120	12 mo	26.73	38,496.28
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	12 mo	19.47	2,336.26
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	NORTH AMERICA	1000	12 mo	0.05	641.61
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	21.39	23,097.77
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	NORTH AMERICA	1320	12 mo	5.35	84,691.81
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	125	12 mo	26.73	40,100.29
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	41.17	44,463.21
B99686 - Oracle Fusion Document Recognition Cloud Service - Hosted 1000 Records	NORTH AMERICA	10	12 mo	19.47	2,336.26
			Subtotal		503,044.89

New Subscription On or After 4-Dec-2027

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	1200	12 mo	0.56	8,007.22
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	1,193.26	14,319.07
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	425	12 mo	50.05	255,230.62
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	120	12 mo	27.80	40,036.10
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	12 mo	20.25	2,429.71
B69713 - Oracle Fusion Expenses	NORTH	1000	12 mo	0.06	667.27

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
Cloud Service - Hosted Expense Report	AMERICA				
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	22.24	24,021.68
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	NORTH AMERICA	1320	12 mo	5.56	88,079.51
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	125	12 mo	27.80	41,704.31
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	42.82	46,241.72
B99686 - Oracle Fusion Document Recognition Cloud Service - Hosted 1000 Records	NORTH AMERICA	10	12 mo	20.25	2,429.71
			Subtotal		523,166.91

New Subscription On or After 4-Dec-2028

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	1200	12 mo	0.58	8,327.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	1,240.99	14,891.84
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	425	12 mo	52.05	265,439.70
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	120	12 mo	28.91	41,637.56
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	12 mo	21.06	2,526.89
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	NORTH AMERICA	1000	12 mo	0.06	693.96
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	23.13	24,982.54
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	NORTH AMERICA	1320	12 mo	5.78	91,602.64
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	125	12 mo	28.91	43,372.46
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	44.53	48,091.35
B99686 - Oracle Fusion Document Recognition Cloud Service - Hosted 1000 Records	NORTH AMERICA	10	12 mo	21.06	2,526.89
			Subtotal		544,093.35

New Subscription On or After 4-Dec-2029

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**

Services Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	1200	12 mo	0.60	8,660.61
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	1,290.63	15,487.51
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	425	12 mo	54.13	276,057.29
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	120	12 mo	30.07	43,303.08
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	12 mo	21.90	2,627.97
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	NORTH AMERICA	1000	12 mo	0.06	721.72
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	24.06	25,981.85
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	NORTH AMERICA	1320	12 mo	6.01	95,266.79
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	125	12 mo	30.07	45,107.33
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	46.31	50,015.04
B99686 - Oracle Fusion Document Recognition Cloud Service - Hosted 1000 Records	NORTH AMERICA	10	12 mo	21.90	2,627.97
			Subtotal		565,857.15

Fee Description	Net Fee
Cloud Services Fees	2,619,859.29
Net Fees	2,619,859.29
Total Fees	2,619,859.29

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-QT5341943 effective 16-FEB-2015

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 29-AUG-2025

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

2. Price Hold

For a period of 60 months from the Cloud Services Start Date of this order, you may order the Cloud Services specified below at the appropriate fee specified below, provided the Cloud Services are available in production release when ordered.

Part Number	Description	Metric	Purchase minimum	Unit Net Price (monthly)
B91081	Oracle Fusion Risk Management	HOSTED NAMED USER	10	$ 28.35
B81510	Oracle Fusion Financial Reporting Compliance	HOSTED NAMED USER	10	$ 27.56
B87855	Oracle Fusion Accounting Hub	HOSTED 1000 RECORDS	100	$ 1.65
B87365	HIPAA Advanced Security for SaaS in the Oracle Public Cloud	ADDITIONAL TEST ENVIRONMENT	1	$ 1,312.50
B91074	Oracle Enterprise Performance Management Enterprise Cloud Service	HOSTED NAMED USER	10	$ 220.00
B91920	Enterprise Data Management (EDM) Cloud Service	HOSTED 1000 RECORDS	5	$ 495.00
B91150	Oracle Analytics for Fusion ERP	HOSTED NAMED USER	20	$ 70.88
B91079	Oracle Fusion Enterprise Resource Planning Cloud Service	HOSTED NAMED USER	10	$ 71.38
B91080	Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service	HOSTED NAMED USER	100	$ 2.30

B91082	Oracle Fusion Procurement Cloud Service	HOSTED NAMED USER	10	$ 71.38
B91083	Oracle Fusion Procurement for Self Service Cloud Service	HOSTED NAMED USER	100	$ 0.91
B84490	Additional Test Environment for Oracle Fusion Cloud Service	ADDITIONAL TEST ENVIRONMENT	1	$ 1,166.00
B85242	Oracle Fusion Learning Cloud Service	HOSTED NAMED USER	500	$ 0.94
B87388	Oracle Fusion HR Helpdesk Cloud Service	HOSTED EMPLOYEE	500	$ 0.88
B91939	Oracle Digital Assistant Platform for Oracle SaaS	HOSTED EMPLOYEE	1000	$ 1.00

3. Delayed Services Period

Initiation of provisioning for Cloud Services You have ordered under this order shall occur as detailed in the table(s) above and, subject to payment of fees for the Cloud Services, the Services Period for these Cloud Services shall continue for the period specified in the Cloud Services table above, unless earlier terminated in accordance with the Agreement. Upon the date set forth in the previous sentence, Your first payment for Cloud Services will be due in accordance with Section A. At Your discretion You may request that the initiation of provisioning (and therefore the applicable Services Period) commence prior to the date set forth above.

Boise State University	
Signature	_____
Name	_____
Title	_____
Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Boise State University	**Customer Name**	BSU Central Receiving
Customer Address	Boise State University 1910 University Drive Boise ID 83725	**Customer Address**	BSU Central Receiving 1311 Belmont St Boise ID 83706
Contact Name	Accounts Payable	**Contact Name**	Fred Warr
Contact Phone	+1 (208) 426-1757	**Contact Phone**	1-1 208 4261757
Contact Email	FredWarr@boisestate.edu	**Contact Email**	FredWarr@boisestate.edu

SUBJECT

Boise State University - 2025-2026 Master Charter Agreement for Football, Men's Basketball, Women's Basketball

REFERENCE

Not Applicable

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

In November 2022, Boise State University entered into a Services Agreement with Anthony Travel, LLC, to provide onsite athletic travel services pursuant to a cooperative agreement. Among the services provided by Anthony Travel are the coordination and purchase of charter flights for Boise State's football, men's basketball and women's basketball athletic programs. Boise State separately enters into a charter services agreement with Anthony Travel, which governs, in particular, the provision of such charter flight services, which are incorporated in statements of work provided by Anthony Travel as needed throughout the year.

Preliminarily, charter flight services for the 2025 football regular season are anticipated to total $945,499. While scheduling for the men's and women's basketball seasons has not yet been finalized, Boise State anticipates costs consistent with last year, which were $258,917 and $283,750, respectively. While this total does not exceed the $2 million threshold set forth in Board Policy Section V.I.2.a, such total does not account for post-season and tournament play for any of the three sports, which, when aggregated, are likely to exceed the financial threshold for Board approval.

Due to the time constraints associated with coordination of potential post-season travel at season's end, and the lead time associated with seeking Board approval, Boise State seeks Board approval to incur charter flight service costs in the foregoing approximate amounts, as well as for post-season charter flight costs that may exceed $2 million, when aggregated with regular season costs.

Purchases of charter flights are made with a combination of local and appropriated funds.

IMPACT

Obtaining Board approval for reasonably anticipated post-season charter flight costs in advance will afford Boise State the ability to move efficiently to lock in favorable travel dates and rates without the necessity of seeking emergency approval from the Board.

ATTACHMENTS

Attachment 1 – Master Charter Agreement (Anthony Travel)

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Boise State University's request is consistent with the provisions of Board Policy V.I.2.a., which requires Board approval for purchases exceeding $2 million.

Even though individual charter costs for each sport listed are below the $2 million threshold, the combined total, which includes potential post-season travel, is expected to exceed the limit.

By requesting advanced approval, BSU will have the flexibility needed to secure travel arrangements in a timely and cost-effective manner.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to incur charter flight costs in excess of $2 million for the regular season and post-season travel needs of the football, men's basketball, and women's basketball teams.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



This Master Charter Agreement (the "**Agreement**") is hereby entered into and made effective as of July 1, 2025 (the "**Effective Date**"), by and between Anthony Travel, LLC ("**AT**") and Boise State University ("**Charterer**") (either AT or Charterer may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**"). In the event of any inconsistency and/or conflict between the terms of this Agreement and any other document or agreement pertaining to the subject matter described herein, the terms of this Agreement shall prevail.

RECITALS

WHEREAS, subject to the terms and provisions of this Agreement, Charterer retains the services of AT as its agent for the provision of obtaining passenger charter air transportation (the "**Charter Flight(s)**") and related services set forth in this Agreement on Charterer's behalf; and

WHEREAS, the Parties hereto may enter into any number of supplements substantially in the form set forth in **Exhibit A** hereto (each, a "**Statement of Work**" or "**SOW**") which will set forth the Charter Flights to be obtained by AT on behalf of Charterer as its agent and pursuant to this Agreement; and

WHEREAS, Charterer acknowledges and agrees that, pursuant to the terms and provisions of this Agreement and/or any individual SOW, AT is acting on Charterer's behalf, exclusively, as an agent to solicit and procure the Passenger Aircraft Operator (the "**Air Carrier**") that will provide the Charter Flights described in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

A. DEFINITIONS

1. General. As the context requires, capitalized terms used herein shall have the meanings ascribed herein or as set forth in the relevant SOW.

B. SERVICES

1. Services. (a) On behalf of Charterer, AT shall serve as Charterer's air charter agent consistent with the terms of this Agreement. In such capacity, AT shall be responsible for arranging certain Charter Flights for and on behalf of the Charterer (the "**Services**"), each as more fully described in a separate Statement(s) of Work to be mutually agreed-upon by the Parties from time to time, each of which shall be incorporated into and made a part hereof, in accordance with the terms and provisions of this Agreement and all attachments hereto.

(b) Charterer understands and acknowledges that in its performance of the Services, AT shall identify and execute written agreements with various Air Carriers and other third parties (e.g. brokers) on behalf of Charterer, and that AT shall not directly provide, nor shall be responsible for the direct provision of, any Charter Flights to the Charterer. Charterer acknowledges and agrees that AT is not a direct air carrier, indirect air carrier and/or charter operator as defined by the United States Department of Transportation (the "**DOT**") Regulations contained in 14 CFR 380 and is not licensed under Federal Aviation Regulation 14 CFR 91, 125, & 135.

(c) Upon Charterer's execution of the SOW, AT will be authorized by Charterer to sign such contracts and agreements as necessary to effectuate the Services provided in the SOW, including those with the Air Carrier or other third party for the provision of the Charter Flight(s).

C. TERM

1. Term. The term of this Agreement shall begin on the Effective Date and continue, unless terminated earlier as provided herein, for one year indefinitely (the "**Term**"). The Term of this Agreement may be extended upon mutual, written agreement between the Parties.

D. TERMINATION, CANCELLATION, AND DELAY

1. Termination. (a) Either Party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other Party.

(b) Either Party shall have the right, but not the obligation, to terminate this Agreement upon the other Party's receipt of written notice with respect thereto:

(i) If the other Party commits a material breach of this Agreement that is not cured by the other Party within ten (10) days following receipt of written notice from the non-breaching Party (except in the case of non-payment by COMPANY, in which case no cure period shall be required); or

(ii) If the other Party becomes insolvent or becomes involved in bankruptcy proceedings.

(c) In the event that any SOW(s) is/are active at the time of termination of this Agreement, and unless otherwise mutually agreed-upon in writing by the Parties, the Parties shall complete their respective obligations thereunder, and any such SOW(s) shall terminate upon completion of such obligations.

2. Cancellation. (a) In the event economic conditions and/or operational costs out of AT's or the Air Carrier's control are such, AT shall be entitled to cancel any Charter Flight without penalty, except for a refund of any Deposit made (as described on the SOW containing the Charter Flight and below). Such economic conditions and/or operational costs include, without limitation, unexpected increases in, or the unavailability of insurance coverage at commercially reasonable rates, or due to civil unrest or political unrest, which in the opinion of AT would jeopardize the safety of Charter Flight Passenger(s) (the "**Passenger(s)**") and/or aircraft if the flight were to proceed.

(b) Notwithstanding the foregoing, Charterer may cancel or terminate any SOW and/or some or all of the Charter Flight(s) described therein upon written notice to AT. Charterer understands that AT shall be entering into contracts with Air Carriers and other third parties for the procurement of the services related to this Agreement, and if Charterer cancels or terminates any SOW and/or some or all of the Charter Flight(s) described therein, AT may be assessed cancellation or liquidated damages by the Air Carrier or other third party, and Charterer shall be obligated to pay all charges, fees, costs, expenses, or other financial liabilities incurred by AT, on the Charterer's behalf as a result of such cancellation.

3. Delay. (a) In the event of a flight delay, AT shall not be liable for any loss, damage, or expense suffered by Charterer or any Passengers. AT is not responsible to provide meals, accommodations, or incidental expenses related to a flight delay.

(b) If any delay in the commencement of a scheduled Charter Flight or any portion thereof is caused in whole or in part by the action or at the request of the Charterer or any person acting on its behalf, an additional charge may become payable to AT or the Air Carrier (the "**Delay Charge**"). At all times, AT or Air Carrier shall retain the right to refuse to delay a departure.

E. COMPENSATION, PAYMENT, AND EXPENSES

1. Compensation. In consideration of the Services provided by AT pursuant to each SOW, Charterer shall pay AT the respective amounts provided thereunder (the "**Fees**"). Notwithstanding the foregoing, Charterer understands and acknowledges that certain elements included within any Charter Flight(s) arranged by AT throughout performance of its Services, including, without limitation, fuel costs and other variable expenses, are subject to frequent variation and may cause variation in the Fees; as such, Charterer shall bear the costs of any increase in the Fees resulting from any such variation.

2. Fuel Basis. Specifically, and without limiting the foregoing, the Fees noted in each SOW have been priced based on the Base Fuel Price (**Base Fuel Price** is scheduled in each SOW). Any fuel cost incurred by AT over

the Base Fuel Price to the extent that the actual Base Fuel Price on each segment is greater than the agreement Base Fuel Price by at least ten (10) cents ($0.10) shall be the responsibility of the Charterer. Any adjustments to the fuel costs will be calculated by AT no later than thirty (30) days from the last charter flight. At the time of billing, AT shall also supply the Charterer with a copy of the calculations of such billing. All amounts due to AT shall be paid within thirty (30) days of the date of billing.

3. Deposit. AT may require a Deposit to secure a specific Charter Flight (the "**Deposit**"). Such Deposit shall be scheduled on the same SOW prior to agreement by the parties.

4. Payment. Unless explicitly provided otherwise under any SOW, Charterer shall remit full payment of the Fees to AT no less than thirty (30) calendar days prior to the commencement of the first Charter Flight provided under any SOW; in the event that the Charter Flight arranged under any SOW is scheduled to take place less than thirty (30) calendar days from the effective date of the respective SOW, then Charterer shall remit full payment of the Fees therefor to AT upon execution of any such SOW. Payments not received in accordance with the foregoing timelines shall be subject to the maximum interest rates permitted by law.

5. Expenses. Charterer will be solely responsible for the following Expenses incurred by AT on behalf of Charterer (the "**Expenses**"):

(a) Any and all sales, use, or other taxes, fees, permits, and surcharges imposed by any foreign or domestic federal, state, county, or municipal agency/entity in connection with the fulfillment of AT's obligations under each SOW; and

(b) Any and all expenses incurred by AT throughout the performance of its Services under each SOW, including, without limitation, security fees, meal and beverage surcharges, fees incurred due to changes in flight schedules, landing fees, special event fees, deicing fees, and other applicable charges and/or expenses.

(c) To the extent that any Expenses are not included in the Fees, Charterer shall remit payment to AT therefor within thirty (30) calendar days following receipt of an invoice detailing any such Expenses.

F. GENERAL CHARTER FLIGHT PROVISIONS

1. Regulations. In addition to the terms and provisions contained in this Agreement or in any SOW, all Charter Flights, and all Passengers will be subject to the laws, rules, and regulations of the Federal Aviation Administration (the "**FAA**"), the Transportation Security Administration (the "**TSA**") and the DOT.

2. Manifest. (a) A "**Manifest**" is a required name list of every passenger and/or equipment that the Charterer wishes to have on board the Charter Flight. The Manifest shall contain the complete legal name, date of birth and gender of all Passengers scheduled for travel on each Charter Flight. A copy of the Manifest must be given to the Captain prior to the Charter Flight departing. For flight planning purposes as well as FAA security guidelines, a manifest is required 72 hours in advance of the Charter Flight to determine weight and balance for safety, as well as a security check of all proposed Passengers. Actual Passenger and cargo weights may be required as well as a list of all cargo items with dimensions. If the Manifest is not received 72 hours prior there is a possibility of a delay in the departure of the Charter Flight.

(b) If a Passenger is added less than 72 hours prior to departure of a Charter Flight, Passenger may be refused boarding if a proper security check cannot be conducted per the FAA security regulations governing charter operations.

(c) Charterer understands and acknowledges that each Air Carrier may have specific requirements and/or restrictions pertaining to the weight, size, and/or character of baggage and/or cargo to be transported. AT shall use reasonable efforts to notify Charterer of any such requirements and/or restrictions; provided, however, that any failure by AT to notify Charterer thereof shall not constitute a breach of this Agreement and/or any SOW. Notwithstanding the foregoing, Charterer shall be wholly responsible for ensuring that any and all of Charterer's or Passengers Baggage (the "**Baggage**") and/or cargo complies with the requirements and/or restrictions of any respective Air Carrier, and Charterer shall be solely responsible for any and all liabilities, charges, and/or expenses resulting therefrom.

(d) Charterer represents and warrants that each Manifest accurately describes the Passengers and/or equipment actually contained in the Manifest, and that AT shall be entitled to rely thereon

without any independent investigation. Charterer shall be solely responsible for any and all discrepancies contained in any Manifest, and Charterer shall be solely responsible for any and all Losses resulting therefrom.

3. Identification. All Passengers must present a Government issued Photo ID in order to board the flight. Examples of Government issued Photo ID include, without limitation, a State Issued Driver's License or Passport. However, it is the responsibility of Charterer and/or the individual Passenger to comply with the specific Air Carrier's and the Federal Aviation Administration's Identification Guidelines. Boarding will be denied without proper identification being presented. Photocopies will not be acceptable.

4. Boarding (a) Security screening is required of all Passengers prior to boarding the aircraft. To expedite boarding, it is requested that all Passengers limit their carry-on baggage and/or belongings they bring onto the aircraft.

(b) The Air Carrier shall determine the time of boarding and departure from the origin point and all intermediate points on each Charter Flight. If the Charterer does not have the Passengers or cargo ready for boarding, or if individual Passenger(s) fail to present themselves, at the time specified by the Air Carrier or within thirty (30) minutes thereafter, the Charter Flight may depart without such Passenger or cargo.

(c) Passengers may not be eligible for denied boarding compensation if Passengers have not presented themselves at the boarding point at least sixty (60) minutes prior to the scheduled departure time.

(d) The Air Carrier shall have the right, without refund or reduction of the Fee's to utilize any unused Passenger or cargo space in the aircraft for the transportation of the Air Carrier's own personnel necessary for operation of the charter flight(s).

(e) All seat assignments are subject to cancellation if the Passenger is not on board the aircraft at least ten (10) minutes prior to departure.

5. Baggage. (a) The Air Carrier will accept Baggage for transportation, subject to the following conditions:

(i) All baggage is subject to inspection; and

(ii) Air Carrier will not accept Baggage, the size, weight or character of which makes it unsuitable for transportation on the aircraft as determined by the Air Carrier. Items that are considered unacceptable for transportation as checked baggage, with or without the Air Carrier's knowledge thereof include, without limitation, money, negotiable papers, securities, irreplaceable business documents/books/manuscripts/publications, jewelry, silverware, precious metals, antiques, artifacts, paintings and other works of art, lifesaving medication, samples, photographic/electronic equipment, animals, fragile articles and other similar items.

(b) Checked and Carry On Baggage: Subject to the availability of space on the aircraft, and at the Air Carrier's sole discretion, each Passenger may bring up to three pieces of baggage on a flight, unless otherwise stated in an SOW. The combined checked and carry-on baggage allowance may be one of the following:

(i) three pieces checked and no carry-on; or

(ii) two pieces checked and one carry-on, or

(iii) any other combination as described by the Air Carrier or as set forth in an SOW.

(c) Any baggage or equipment that does not safely fit on board the aircraft will be the responsibility of the Charterer.

(d) **Firearms**: If permitted by the Air Carrier, and in accordance with Federal law, a Passenger who presents Baggage containing a firearm must sign a declaration that the firearm is unloaded and placed in a suitable container before such Baggage will be checked. Ammunition must be securely packed in durable fiber, wood or metal boxes or in the manufacturer's original package.

(e) **Hazardous Articles:** The following articles are classified as hazardous and must not be carried in Baggage or by Passengers: compressed gases, corrosives, explosives (such as fireworks and munitions), flammables (such as matches and lighter fuels), poisons, magnetic and radioactive materials and all other items restricted by government regulations. Pursuant to DOT requirements, Charterer will provide the following notice to its Passengers:

FEDERAL LAW FORBIDS THE CARRIAGE OF HAZARDOUS MATERIALS ABOARD AIRCRAFT IN YOUR LUGGAGE OR ON YOUR PERSON. A VIOLATION CAN RESULT IN FIVE YEARS' IMPRISONMENT AND PENALTIES OF $250,000 OR MORE (49 U.S.C. 5124). HAZARDOUS MATERIALS INCLUDE EXPLOSIVES, COMPRESSED GASES, FLAMMABLE LIQUIDS AND SOLIDS, OXIDIZERS, POISONS, CORROSIVES AND RADIOACTIVE MATERIALS. EXAMPLES: PAINTS, LIGHTER FLUID, FIREWORKS, TEAR GASES, OXYGEN BOTTLES, AND RADIO-PHARMACEUTICALS.THERE ARE SPECIAL EXCEPTIONS FOR SMALL QUANTITIES (UP TO 70 OUNCES TOTAL) OF MEDICINAL AND TOILET ARTICLES CARRIED IN YOUR LUGGAGE AND CERTAIN SMOKING MATERIALS CARRIED ON YOUR PERSON. FOR FURTHER INFORMATION CONTACT YOUR AIRLINE REPRESENTATIVE.

(f) AT is not liable for the damage to, delay of or loss of Baggage or personal property. Air Carrier may limit its liability for the damage to, delay of or loss of baggage or personal property to an amount equal to Warsaw Convention Limits of Liability. Under no circumstances will AT be liable for any special, incidental, punitive or consequential damages, including but not limited to loss of profits or income, regardless of whether AT had knowledge that such damages might be incurred as a result of said loss of damage.

6. Departures, Arrivals. Departure or arrival times scheduled or designated in traffic or other documents issued shall indicate only approximate times and shall form no part of this Agreement, nor represent any undertaking to depart or arrive at such times. AT shall use its best efforts to meet Charterer's requested departure times. AT does not assume responsibility for making connections and is not liable for any expenses or Losses whatsoever related to missed connections.

7. Refusal to Transport. The Air Carrier may refuse to transport, or may remove from any Charter Flight at any point, any Passenger:

(a) In compliance with any government regulation or requisition of space;

(b) Whenever necessary or advisable due to weather or other conditions beyond the Air Carrier's control (including, without limitation, acts of God, labor disturbances, strikes, civil commotions, embargos, war, hostilities or disturbances), whether actual, threatened or reported;

(c) If the Air Carrier's Captain or First Officer determines that such Passenger's conduct is disorderly, abusive or violent, or such Passenger:

(i) Appears to be intoxicated or under the influence of drugs;

(ii) Attempts to interfere with any member of the flight crew;

(iii) Appears to be mentally deranged or incapacitated;

(iv) Engages in any action that might jeopardize the safety or comfort of other Passengers;

(v) Causes any unusual hazard or risk to himself/herself or to other persons or to property.

(d) In accordance with the Air Carrier's rules and regulations pertaining to acceptance of Passengers or refusal to transport Passengers, or other applicable rules and regulations of the carrier.

(e) In the event that the Charterer or any Passenger or prospective Passenger on any Charter Flight has failed to observe the Regulations, AT shall have the right, at its option, to either cancel the Charter Flight or to refuse to board any of the Passengers or prospective Passengers of such Charter Flight without liability or penalty of any kind. In addition, Air Carrier may refuse to transport or may remove any Passenger if such refusal or removal is necessary for the reasonable safety and comfort of the Passengers or if the refusal or removal is the result of such Passenger creating a hazard or risk to himself or other persons or to property. In the event of such refusal or removal, AT shall not be required to refund any charges paid by Charterer.

8. International and Domestic Flights. Charterer, and not AT or Air Carrier, shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through, or to which it desires transportation and, unless applicable laws provide otherwise, shall indemnify AT and Air Carrier by reason of Charterer's failure to do so. AT and Air Carrier shall not be liable for any aid or information given by its agents, servants, or employees to Charterer or any Passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing, or otherwise, unless such aid or information involves the gross negligence or willful misconduct of Air Carrier or AT, or for the consequence to Charterer or any Passenger resulting from his failure to obtain such documents or to comply with such laws.

G. INDEMNITY, LIABILITY, AND INSURANCE

1. 1. Indemnity. (a) Indemnity by Charterer: : To the extent permitted by Idaho law, and subject to the limitations of liability specified in §§ 6-901 through 6-929, inclusive, Idaho Code (the "Idaho Tort Claims Act"), Charterer agrees to indemnify and hold harmless AT and its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, principals, employees, agents and representatives (all such entities and persons, collectively, the "**AT Indemnified Parties**") from and against any and all claims, liabilities, suits, demands, costs, damages (including bodily or personal injury, death, and property damage) and expenses in connection with any direct or third party claim (including reasonable legal fees and expenses) (collectively, "**Losses**") suffered or incurred by the AT Indemnified Parties to the extent caused by, related to or in connection with (i) Charterer's breach of this Agreement, including, without limitation, any of Charterer's representations and warranties herein; (ii) the actions or omissions, including, without limitation, the negligence or intentional misconduct, of Charterer and/or Charterer's officers, directors, principals, employees, guests and/or any other entity or personnel that is, was or should have been under Charterer's control or supervision. Charterer shall cause AT to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by the Charterer. Nothing herein shall be deemed to constitute a waiver by [University] of any privilege, protection, or immunity otherwise afforded to it under the Idaho Constitution, Idaho Tort Claims Act, or other applicable law. Nothing contained herein shall be deemed a waiver of [University's] sovereign immunity, which is hereby expressly retained.

(b) Indemnity by AT: AT agrees to indemnify and hold harmless Charterer and its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, principals, employees, agents and representatives (all such entities and persons, collectively, the "**Charterer Indemnified Parties**") from and against any and all Losses suffered or incurred by the Charterer Indemnified Parties to the extent caused by, related to or in connection with (i) AT's breach of this Agreement, including, without limitation, any of AT's representations and warranties herein; (ii) the actions or omissions, including, without limitation, the negligence or intentional misconduct, of AT and/or AT's officers, directors, principals, employees and/or any other entity or personnel that is, was or should have been under AT's control or supervision, but specifically excluding the Air Carrier. AT shall cause Charterer to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by AT.

2. Liability. (a) Charterer understands and acknowledges that through the provision of its Services, AT is not directly providing any air carrier services or Charter Flights to Charterer; as such, AT shall not be liable for any and all Losses resulting from any transportation delays, regardless of the source of any such delays, or the acts or omissions of any Air Carrier providing the flights.

(b) CHARTERER HEREBY AGREES THAT AT'S TOTAL LIABILITY HEREUNDER AND/OR UNDER ANY SOW SHALL BE LIMITED TO THE TOTAL FEES ACTUALLY PAID TO AT BY CHARTERER PURSUANT TO ANY SUCH SOW. UNDER NO CIRCUMSTANCES SHALL ANY OF THE AT INDEMNITEES BE LIABLE TO COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THIS AGREEMENT AND/OR ANY SOW.

(C) The Charterer expressly agrees to provide reasonable notice to its Passengers of AT's limited liability for loss or damage and death or personal injury to Passengers as set forth above. The Charterer assumes the duty to notify all the Passengers in writing and to provide such notification at the Charterer's sole expense.

3. Insurance. AT will make reasonable efforts to cause all insurance policies required to be maintained by the Air Carrier pursuant to this Agreement to be issued by insurers reasonably acceptable to Charterer and, if permitted by the Air Carrier, to name as additional insureds under each of such policies Charterer and its owners, directors, officers, employees, agents and representatives (hereinafter individually and collectively referred as the "**Charterer Entities**"), and shall require all insurers to waive all rights of subrogation against each of the Charterer Entities in respect of such coverage. For each such policy of insurance, AT shall cause a certificate of insurance, including the conditions set out above, to be issued to Charterer no less than ten (10) days prior to the commencement of each Contract Period, and from time to time thereafter as such parties may reasonably request. In addition, AT shall cause Charterer to receive thirty (30) days prior written notice of cancellation or material change of any such policy of insurance. AT will at all times comply with all representations, warranties and other terms and conditions of each policy of insurance required hereunder.

H. FORCE MAJEURE

1. Force Majeure. (a) Either Party's performance and/or any Charter Flight hereunder may be made impossible, impracticable, unsafe, or otherwise hazardous due to circumstances beyond the reasonable control of such Party, including, without limitation, acts of God; severe/inclement weather; acts of war; riot; fire; explosion; accident; failure of means of transportation; flood; sabotage or terrorist act; governmental or court ordered laws, regulations, requirements, orders or actions; permitting, zoning, ordinance, licensing or other city/municipal/state/parish issues; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); fuel shortages, technical failures beyond the reasonable control of the parties hereto; or other causes of a similar or different nature beyond the reasonable control of the Parties hereto (any of the foregoing, a "**Force Majeure Event**"). In the event that either Party is unable to carry out its obligations hereunder and/or under any SOW due to a Force Majeure Event, such failure shall not be considered a breach of this Agreement and/or any SOW, and such Party shall have the right to terminate this Agreement and each Party shall return any and all payments to the other Party in connection with its obligations hereunder and/or under any SOW, less solely those approved, documented, and unrecoverable expenses incurred in connection with any obligations hereunder and/or under any SOW.

(b) Without limiting the foregoing, Charterer acknowledges and understands that any Air Carrier, whether before or during transit, is subject to, and may experience delays, cancellations, re-routing of flight plans, changes in landing location, itinerary and/or flight schedule for reasons specified under Force Majeure, and/or disturbances from, inclement weather, severe weather, and/or other unforeseen occurrences. As such, AT shall not be responsible for any Losses incurred by Charterer resulting from any such Aire Carrier or Charter Flight delays, cancellations, and/or disturbances, and Charterer explicitly waives any and all right to recover from AT therefor.

(c) If a Charter Flight is delayed or canceled because of mechanical or electronic difficulties with the aircraft, a weather observation or forecast indicating either that environmental conditions will result in the closure of a departure or arrival airport or that weather conditions will be below the minimums set by the Federal Aviation Administration for landing or take-off, no ground transportation, lodging, meals, or amenities will be provided by AT.

(d) If the Air Carrier cancels a Charter Flight or changes the landing location, itinerary or flight schedule for any reason specified under Force Majeure, the Air Carrier shall, as applicable, use its reasonable efforts to furnish an aircraft for Charterer's use in substitution for the one allocated to such charter flight.

(e) Charterer acknowledges and agrees that AT is not responsible for delays, Losses or damages of any kind caused, in whole or in part by a Force Majeure Event, mechanical or electronic difficulties with the aircraft, adverse meteorological conditions, Air Traffic Control (the "**ATC**") delays or other unforeseeable circumstances.

I. OPERATIONAL CONTROL OF AIRCRAFT

1. Control. (a) Charterer acknowledges that Air Carrier, and not AT, shall have operational control of the aircraft at all times. Air Carrier will not operate any flight that cannot be accommodated within the normal operating specifications of the aircraft, or that would contravene any governmental rule, regulation or procedure, or that in the final judgment of the pilot in command of the flight would endanger the safety of the Passengers, crew or the aircraft.

(b) Charterer and all Passengers shall observe all instructions of the Air Carrier's flight crew, employees and agents. The pilot in charge shall not be obligated to comply with any request from the Charterer or any Passenger.

(c) The Air Carrier and pilot-in-command shall have complete authority and discretion over aircraft, support facilities and all matters concerning the preparation and operation of aircraft including the suitability of the weather and landing areas, the condition of aircraft for flight, landing of aircraft, the manner of flight and all other factors affecting flight safety. In this regard, the pilot-in-command shall have sole discretion to determine whether flights should be rerouted, shortened, delayed, terminated or refused. If the Air Carrier or the pilot-in-command determines that landing facilities at any point on the flight route(s) are not adequate or safe for landing purposes, or if landing is prohibited or restricted by law, regulations, adverse weather or operating conditions, Air Carrier may substitute an alternate airport where adequate and safe facilities are available and landing may be accomplished. In any such event, Air Carrier and AT shall be deemed to have fulfilled their contractual obligations hereunder as if there were no diversion. AT and Air Carrier shall have no liability to Charterer for delays or cancellation caused by over-flight restrictions or the unavailability of landing slots at any intermediate or final destination.

J. MISCELLANEOUS

2. Compliance. (a) Each of Charterer and AT represent that it is authorized, pursuant to existing laws and applicable regulations, to enter into this Agreement and to its obligations hereunder.

(b) Charterer shall be responsible for ensuring that all Passengers comply with all TSA, FAA and DOT Regulations as well as all terms and provisions of this Agreement.

(c) Charterer shall also be responsible for all damages by Passengers to the property of Air Carrier excepting reasonable wear and tear.

3. Large Aircraft. If the Charter Flight is to be operated with a large aircraft as defined under the regulations of the DOT, the Air Carrier must maintain an escrow account and/or a security agreement in conformity with Section 212.8 of the DOT's Rules. If the Air Carrier uses an escrow account to comply with the regulation, AT will deposit the Charter Flight Price (the "**Charter Flight Price**" shall be the cost of the transportation provided by the Air Carrier and any applicable fees and taxes associated therewith) in that account, to be withdrawn by the Air Carrier only as permitted under the said DOT regulations. This provision may impact the payment procedures and/or the Deposit(s) outlined for a Charter Flight on a corresponding SOW.

4. Confidentiality. All terms and conditions of this Agreement shall be kept strictly confidential and shall not be disclosed to third parties except on a "need to know" basis without the prior written consent of both parties, other than as required by law. Neither Party shall make, issue or distribute any public statement or press release naming the other Party or related to this Agreement without the prior written consent of the other Party. As such, it is further understood and agreed that neither Party shall publicly disparage the other Party or its affiliates in any manner likely to cause negative publicity as it relates to the subject matter of this Agreement regardless of whether there is reasonable belief that such statements are true or not.

5. Non-Solicitation. Commencing on the Effective Date and for two (2) years after the last day of the Term, Charterer shall not solicit the employment of, or employ any of AT's personnel, consultants or employees without ATs prior, written consent in each instance. The foregoing shall not (a) restrict Charterer from hiring any such individual that contacts it on his or her own initiative, or (b) apply to general solicitations to hire through the use of advertising, recruiters, or otherwise.

6. Assignment. The Agreement and/or any SOW is binding upon and inures to the benefit of the Parties to this Agreement and/or any SOW and their respective successors and assigns. Notwithstanding the preceding

sentence, Charterer may not assign, by operation of law or otherwise, this Agreement and/or any SOW, or any of the rights, benefits or obligations under this Agreement and/or any SOW, without AT's prior written consent. Any attempt by Charterer to assign without AT's written consent will be null and void and will give AT the right, but not the obligation, to cancel and terminate this Agreement and/or any SOW without liability. AT shall have the right to assign this Agreement and/or any SOW to any entity, company or individual.

7. Remedies. The rights and remedies provided in the Agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

8. Additional Documents. Charterer will execute and deliver to AT any and all documents consistent with this Agreement and/or any SOW as reasonably necessary to effectuate the purposes of this Agreement and/or any SOW when and as directed by AT or applicable authority.

9. Notices. All notices and payment hereunder are effective when received at the addresses provided herein or any subsequent address provided in writing by one Party to the other Party.

10. Waiver. If a Party at any time fails to demand strict performance by the other of any of the terms, covenants, or conditions set forth in this Agreement and/or any SOW, such Party does not waive or relinquish the right at any time to demand strict and complete performance by the other of the same or other terms, covenants, and conditions.

11. Headings. Section headings contained in this Agreement and/or any SOW are solely for the purpose of aiding in speedy location of subject matter and are not to be given any weight in construing the Agreement and/or any SOW.

12. Choice of Law; Dispute Resolution. This Agreement shall be construed under, and enforced in accordance with, the laws of the State of Idaho, including its statutes of limitations, without giving any effect to the choice of law principles in the State of Idaho.

The Parties shall first endeavor to resolve the dispute or claim by negotiating in good faith for a period of thirty (30) days after the Party asserting the dispute or claim delivers written notice thereof to the other Party. Thereafter, any action to enforce the Agreement shall be brought in federal or state court in Ada County, Idaho. The Parties hereby consent to jurisdiction of such courts.

Notwithstanding anything set forth herein to the contrary, both Parties agrees that in no event shall either Party be entitled to any injunctive or other equitable relief other than for a breach of the confidentiality provisions herein.

13. Relationship of the Parties. The Parties' relationship, as established by this Agreement, is that of principal (Charterer) and independent contractor (AT) acting as the agent of Principal. This Agreement does not create any partnership, joint venture or similar business relationship between the Parties. Neither Party is a legal representative of the other Party, and neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other Party for any purpose whatsoever, except for AT's provision of Charter Flights on behalf of the Charterer as described in this Agreement and/or on any individual SOW.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any other prior understandings, written or oral, between the Parties with respect to the subject matter contained herein. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN ENTERING IN TO THE AGREEMENT, THEY HAVE NOT IN ANY WAY RELIED UPON ANY ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. No variations, modifications, or changes to this Agreement are binding on any Party to the Agreement unless set forth in a document duly executed by or on behalf of such Parties. To the extent there is a conflict between this Agreement and another executed document between the Parties related to the subject matter contained herein (whether such other document is executed before or after this Agreement), the terms of this Agreement control except to the extent that the other document specifically identifies a section of this Agreement and states that it is amending that particular section.

14. Survival. Those provisions of this Agreement which by their nature extend beyond termination or expiration of this Agreement will survive such termination or expiration, inter alia, indemnifications, warranties, and insurance terms.

15. Section References. When this Agreement and/or any SOW makes reference to an article, section, paragraph, clause, schedule or exhibit, that reference is to an article, section, paragraph, clause, schedule or exhibit of this Agreement unless the context clearly indicates otherwise. Whenever the words "include," "includes," or "including" are used in this Agreement and/or any SOW, they are deemed to be followed by the words "without limitation." Any reference to gender extends to and includes all genders.

17. Severability. If a mediator, arbitrator, or court holds, for any reason, that one or more provisions of this Agreement and/or any SOW are invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement and/or any such SOW, but such provision will be deemed deleted, and the deletion will not affect the validity of other provisions of this Agreement and/or any such SOW.

18. Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by facsimile, PDF, or other electronic signature.

19. Construction. All Parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, any SOW's, and/or any amendment or exhibits thereto.

20. Certifications. University is prohibited by state law from entering into certain contractual agreements. AT hereby certifies that: (i) pursuant to Idaho Code Section 67 2346, if it is a company, if the total value of the contractual agreement exceeds 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 section 18-3302(2)(d). Idaho Code; (ii) pursuant to Idaho Code Section 67 2359. if it is a company, 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.

By their signatures or their authorized representative's signatures, the parties agree to and accept this Agreement:

ANTHONY TRAVEL, LLC	BOISE STATE UNIVERSITY
By: _____	By: _____
Date: _____	Date: _____

SUBJECT

Boise State University - NIKE All-Sport Contract

REFERENCE

April 2012	Board approved six year multi-sport product supply and sponsorship agreement with NIKE, Inc.
October 2013	Board approved extension to agreement with NIKE
June 2018	Board approved six year All Sport product supply and sponsorship agreement with NIKE

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University seeks approval to enter into a new All-Sport product supply and sponsorship agreement with NIKE, Inc. with a term from July 1, 2025, through June 30, 2029. This agreement gives the University the right to purchase a capped amount of product (up to $5.2M retail value) from NIKE at a discounted rate. In addition to the right to purchase at discount, Boise State will provide NIKE with an exclusive right to supply the department, and a right to utilize Boise State marks, photographs and footage. Boise State Athletics would use NIKE, Inc. as the exclusive uniform, equipment and side-line apparel provider for the athletics covered programs.

Performance bonuses from NIKE for achievements in Football, Women's and Men's Basketball, and Softball are included, ranging from a $30,000 bonus for winning the football conference championship to $25,000 for softball competing in the College World Series.

IMPACT

NIKE is a major recruiting tool for student-athletes, and a complement brand for the athletic department and its sport programs. The direct-with-NIKE agreement provides deep discounts on product provided to Boise State with very favorable terms without having to coordinate through a third party, along with performance incentives for certain achievements.

ATTACHMENTS

Attachment 1 – NIKE-Boise State University, 2025-29, All Sport Agreement

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Boise State University's proposed All-Sport Agreement with NIKE, Inc. is consistent with prior agreements approved by the Board and provide continued access to high quality athletic apparel and equipment at favorable pricing.

The agreement maintains NIKE's exclusive supplier rights and includes performance-based incentives, further aligning with BSU's competitive goals. The direct relationship with NIKE strengthens BSU's athletic brand, supports recruiting as well as overall program visibility.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into an All-Sport Agreement with NIKE, in substantial conformance with Attachment 1, for product supply and sponsorship.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



NIKE ALL-SPORT CONTRACT

This NIKE All-Sport Contract (this "Contract") is between NIKE USA, INC. ("NIKE") and BOISE STATE UNIVERSITY ("UNIVERSITY"). This Contract begins on July 1, 2025, and ends on June 30, 2029 (the "Term").

A. NIKE COMMITMENTS.

During the Term, NIKE will provide UNIVERSITY with the following benefits:

1. NIKE Products.

(a) Each Contract Year, UNIVERSITY shall be entitled to order directly from NIKE for exclusive use by Covered Programs during the Term up to $5,000,000 (retail value) of NIKE Products ("Annual Product Allotment") at below wholesale prices (discount to be reflected on the invoice). UNIVERSITY must comply with NIKE ordering and payments systems, policies, and procedures. UNIVERSITY is solely responsible for paying all shipping costs and applicable taxes. Any NIKE Products ordered by UNIVERSITY in excess of the Annual Product Allotment will be billed to UNIVERSITY at wholesale pricing. For Contract Year 1, UNIVERSITY may be required to place orders for NIKE Products prior to the beginning of the Term to ensure timely delivery in advance of the start of the applicable sports/Contract Year.

(b) In addition to the Annual Product Allotment, each Contract Year UNIVERSITY shall be entitled to order up to $200,000 (retail value) of NIKE Products through NIKE Elite (and subject to procedures established by NIKE for such purposes), to be allocated by the Director of Athletics. No carry-over of unordered Annual Product Allotment or NIKE Elite from one Contract Year to another is permitted.

2. **Royalties**. If the NIKE Group uses UNIVERSITY Marks on a NIKE Product for retail sale (collectively, "Licensed Products"), the NIKE Group will pay UNIVERSITY a royalty of 15% of Net Sales (except footwear, for which the NIKE Group will pay 5% of Net Sales). UNIVERSITY acknowledges that no royalty will be payable on Products provided by NIKE pursuant to this Contract.

3. **Bonuses.** If UNIVERSITY achieves any of the milestones listed in the attached Appendix A, NIKE will pay UNIVERSITY the applicable performance bonus ("Performance Bonus").

B. **UNIVERSITY COMMITMENTS**.

During the Term, UNIVERSITY will provide NIKE with the following benefits:

1. **Grant of Sponsorship Rights.** UNIVERSITY grants the NIKE Group the following rights:

(a) The exclusive right to supply Products for the Covered Programs;

(b) The right to utilize UNIVERSITY Marks, the Coach Properties and the Designations worldwide, in any media, platform, or context for any purpose reasonably related to manufacturing, marketing, and selling Products or promoting NIKE brands.

(c) The right to use (without a fee) game photographs, videotape or film footage owned and controlled by UNIVERSITY of any and all Covered Programs, subject to applicable Conference and NCAA rules and regulations with respect to the depiction of eligible athletes.

2. Grant of Retail Rights.

(a) UNIVERSITY will enter into, or cause UNIVERSITY's licensing agent to enter into, and maintain in full force and effect throughout the Term, a retail license or licenses (the "License Agreement") granting the NIKE Group:

GSM Contract: Highly Confidential

i. the exclusive, worldwide right and license to use UNIVERSITY Marks on or in connection with the manufacture, marketing, and sale of:

1. all jersey silhouettes (including authentic, alternative jerseys, replica jerseys, throwback jerseys);

2. Authentic Competition Apparel in the specific silhouettes provided to each Covered Program;

3. Performance Apparel; and

ii. the non-exclusive, worldwide right and license to use UNIVERSITY Marks on or in connection with the manufacture, marketing, and sale of other Products.

(b) Throughout the Term, UNIVERSITY will not, directly or through any of its licensing agents, enter into or maintain any license to use UNIVERSITY Marks with adidas, alo, Reebok, Puma, Under Armour, New Balance, Brooks, HOKA, On Running, OOFOS, Li-Ning, Anta, Asics, Skechers, Saucony, NOBULL, Athleta, Vuori, lululemon, Vans or their respective subsidiaries, affiliates, brands, controlled brands or licensees (collectively, the "Key Competitors"). The parties acknowledge and agree that NIKE may, acting in good faith and upon reasonable prior notice, amend the list of Key Competitors during the Term, provided at no time will the list of Key Competitors exceed 25 third-party names.

(c) In addition, UNIVERSITY will not, and none of their licensing agents will, knowingly permit the sale within any UNIVERSITY-controlled venue (e.g., stadium or arena concessions) or retail establishment (e.g., UNIVERSITY bookstore) of any product manufactured or sold by any Key Competitor, if UNIVERSITY controls the concession or retail operations therein. In the event such concession and retail operation rights have been outsourced to a third party, UNIVERSITY agrees to advise such third party of UNIVERSITY's commitment to NIKE brand exclusivity and its desire to support such exclusivity at retail.

(d) Notwithstanding Paragraph 2(a) above, if NIKE fails or ceases to manufacture and sell jerseys for any non-Flagship Program, then UNIVERSITY shall have the right, subject to prior approval by NIKE exercised in its reasonable discretion, to grant a third party the right to manufacture and distribute such jerseys, provided (1) such jerseys do not bear any externally visible manufacturer identification or brand, (2) such jerseys are not sourced from a Key Competitor, and (3) UNIVERSITY agrees to cease utilizing such alternative licensee(s) upon written notice NIKE will manufacture and distribute such jerseys.

(e) Neither UNIVERSITY nor any of its licensing agents will permit any third party licensee to create or sell any product with design elements confusingly similar in design or appearance to any original and/or unique elements created by NIKE for use on Licensed Products without NIKE's prior approval.

(f) In the event of any conflict, the terms and conditions of this Contract will control and prevail over the terms and conditions of the License Agreement.

3. **Wear and Use of NIKE Products.** As an exclusive NIKE university, UNIVERSITY will require Coaches, Team members, and Staff to exclusively wear and use NIKE Products during all Covered Program Activities in accordance with Paragraph 3 of the NIKE Standard Terms and Conditions.

4. **Exclusivity.** UNIVERSITY will not, in any way (a) partner with, promote, or endorse a Key Competitor or (b) unless otherwise permitted herein, promote, endorse, or supply to any Covered Program any third-party Products.

5. **Promotional Appearances.** Each Contract Year, NIKE may request, upon reasonable prior notice and subject to coaching commitments, up to two appearances by the Coach of each Flagship Program and up to two appearances by the Coach of each remaining Covered Program. No single appearance will exceed eight hours (excluding travel), unless otherwise agreed with the Coach in advance. NIKE will pay all reasonable and necessary documented out-of-pocket expenses of each Coach in connection with any appearance.

6. **NIKE Sponsor Benefits**. Each Contract Year, UNIVERSITY will provide NIKE with the sponsorship benefits set forth on Appendix A at no additional cost to NIKE.

7. **Pre-Existing Agreements**. NIKE acknowledges that UNIVERSITY is party to certain pre-existing contracts for product supply as set forth on Appendix A and NIKE agrees that (a) with respect to any supplied product that is a Product pursuant to this Contract, no later than the listed date of expiration of the relevant pre-existing contract, such Product(s) shall be covered in all respects by this Contract and UNIVERSITY shall not extend, renew or replace such existing contract with respect to such Product(s); and (b) with respect to other supplied products, such contracts may be maintained, extended, or replaced during the Term provided (i) in the event such contract is replaced by another supplier, such replacement supplier cannot be a Key Competitor, and (ii) NIKE has not given notice pursuant to Paragraph 6 of the NIKE Standard Terms and Conditions. Any additions to Appendix A are subject to NIKE's prior written approval, not to be unreasonably withheld.

UNIVERSITY
1910 University Drive
Mail Stop 1020
Boise, ID 83725

By: _____
(signature)
Jeramiah Dickey
Director of Athletics

By: _____
(signature)
Alicia Estey
CFO, COO, VP Finance

Date: _____

NIKE USA, Inc.
One Bowerman Drive
Beaverton, OR 97005

By: _____
(signature)

Date: _____

APPENDIX A

1. **Performance Bonuses**. NIKE will pay UNIVERSITY the Performance Bonus set opposite such achievement below within 30 days of NIKE's receipt of written notice such bonus has been earned. If UNIVERSITY has not provided written confirmation within the Contract Year the bonus was earned, such bonus will be forfeited.

Performance Achievement	Cash Performance Bonus
Football	
Plays in Conference Championship game	$10,000
Wins Conference Championship game	$20,000
Plays in CFP First Round game	$10,000
Plays in CFP Quarterfinals game	$15,000
Plays in CFP Semi-Final game	$25,000
Plays in the National Championship game	$50,000
Wins the National Championship	$100,000
Basketball (men's and women's)	
Wins Conference Tournament Championship Game	$10,000
Plays in NCAA Final Four	$25,000
Wins the National Championship	$50,000
Baseball and Softball	
Plays in NCAA Super Regional	$10,000
Plays in NCAA College World Series	$15,000
Wins NCAA College World Series	$25,000

All football bonuses are cumulative. CFP bye weeks are not bonus eligible. All non-football bonuses are non- cumulative (i.e., NIKE will pay only the highest bonus earned). All bonuses are subject to reimbursement if any achievement resulting in a bonus is vacated.

Within 45 days of full execution of this Contract, NIKE shall pay UNIVERSITY an additional, one-time bonus in the amount of $15,000 for UNIVERSITY's 2024 football performance achievements.

2. **Sponsorship Benefits**.

(a) **Tickets**. Each Contract Year, UNIVERSITY will provide season (home and neutral site) and postseason tickets for each Covered Program as set forth below. To the extent reasonably possible, UNIVERSITY will arrange for all season tickets to be adjacent seats in blocks of four or more seats in prime non-donor location seating (between the 30-yard lines or at or near center court as applicable). All tickets for home football and basketball games will include three "sponsor area" parking passes. UNIVERSITY will use reasonable efforts to fulfill NIKE requests to purchase additional quantities of tickets.

PROGRAM	NO. OF TICKETS
Football	6
Conference Championship / CFP Games	6 (per round)
Bowl Games (Non-CFP)	8
Men's Basketball	6
Women's Basketball	6
Basketball Tournament (Men's) (Conference & NCAA or NIT, if UNIVERSITY participates)	6 (per round)
Basketball Tournament (Women's) (Conference & NCAA or NIT, if UNIVERSITY participates)	6 (per round)
Other Covered Programs	Up to 6 best available (adjacent seats)

Each Contract Year, NIKE will receive 38 additional tickets to one mutually agreed regular season home football game.

(b) **Other Promotional Benefits**. Each Contract Year, if requested by NIKE and upon reasonable advance notice, NIKE will receive the following additional sponsorship benefits:

i. The right to host a hospitality event on, or adjacent to, the grounds of UNIVERSITY's stadium or arena venue (set-up and catering to be at NIKE's sole expense).

ii. A suitable, high-traffic, location within or at each venue at which NIKE may, at its option and expense, set-up a merchandise display and sell Licensed Products, subject to existing concessionaire agreements at each venue.

iii. Use Athletics Department-controlled facilities for the purpose of sales meetings, promotional activities, community-based programs and events held by NIKE. There will be no rental charge for use of the facility; however, catering, set-up, cleanup, or any other incidental expenses will be the responsibility of NIKE.

3. **Pre-existing Contracts/Supply Arrangements**.

PROGRAM	SUPPLIED PRODUCT	SUPPLIER NAME	CONTRACT EXPIRATION
SOFTBALL	Bats, gloves/mitts, helmets, catcher gear, batting gloves, batter protective guards (available upon request)	WILSON	7/31/2027
VOLLEYBALL	Volleyballs, promotional volleyballs, ball carts (available upon request)	Molten	4/30/2027

NIKE STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** As used in this Contract, the terms set forth below are defined as follows:

(a) "**Athletics Department**" means UNIVERSITY's Athletics Department.

(b) "**CFP Games**" means play-in, quarter finals, semi finals and championship games of the College Football Playoff ("CFP") or its successor, and any additional rounds added during the Term.

(c) "**Coach**" means any head coach of a Covered Program during the Term.

(d) "**Coach Properties**" means a Coach's name, image, and likeness, including nickname, initials, autograph, voice, video, photographic or digital embodiment or representation, and any other means of endorsement or identification of Coach, including statistical, biographical, or other information or data related to Coach.

(e) "**Competitor**" means any person or entity (including any parent company, subsidiary, or affiliate of that entity) that sells, licenses, manufactures, or brands Products, and includes the Key Competitors.

(f) "**Conference**" means the athletic conference (or any successor conference) of which UNIVERSITY is a member and in which a Covered Program competes.

(g) "**Contract Year**" means each consecutive 12-month period from July 1 through June 30 during the Term.

(h) "**Covered Program Activity**" means the official games, practices, trainings, exhibitions, Team travel, sports camps, clinics, events, and public appearances of a Covered Program where a Team member, Coach, or Staff appear as an official representative of the Covered Program or Athletics Department.

(i) "**Covered Program(s)**" means UNIVERSITY's NCAA Division I varsity intercollegiate athletic teams fielded by UNIVERSITY during the Term, and UNIVERSITY's official cheerleading team and dance squad.

(j) "**Designations**" means the designations such as the exclusive supplier of athletic footwear, apparel and accessories of UNIVERSITY or each Covered Program or such similar designations as the parties may agree upon in writing.

(k) "**Flagship Program(s)**" means the following Covered Programs: football and men's and women's basketball.

(l) **"NCAA"** means the National Collegiate Athletic Association.

(m) "**Net Sales**" means the revenue received by the NIKE Group from the sale of royalty bearing Products that feature UNIVERSITY Marks, less (i) excise or indirect taxes; (ii) returns credited to such third-party customers; (iii) cash, trade and other sales discounts and allowances (if given); and (iv) insurance and freight out (if invoiced separately). Where the third party is a retail end consumer, revenue for the purposes of Net Sales will be calculated using an amount equal to the wholesale price regularly charged by NIKE to its wholesale accounts. Net Sales will be computed by NIKE's accounting system, guidance for which is established by generally accepted accounting principles.

(n) "**NIKE Group**" means NIKE, NIKE, Inc., and their subsidiaries, affiliates, licensees, distributors, and any successor entities.

(o) "**NIKE Marks**" mean the NIKE word mark, the Swoosh logo, the Jumpman logo, and any other trademarks, trade dress, or brands (e.g., JORDAN BRAND, Converse), whether registered or unregistered, now or later owned or controlled by the NIKE Group.

(p) "**NIKE Products**" means all Products in which NIKE Marks appear, singly or in any combination.

(q) "**Performance Apparel**" means any apparel marketed as having unique construction (e.g., compression gear) or fabrications (e.g., moisture-wicking) that assist in the performance of a Covered Program Activity, or is otherwise designated or intended to be worn for athletic competition or training.

(r) "**Products**" mean:

i. all athletic and athletically inspired or derived footwear;

ii. authentic competition apparel consisting of uniforms; sideline or courtside apparel, including jackets, sweatshirts, polo shirts, pants, shorts, and shirts; game-day warm-ups; basketball shooting shirts; football player capes; wool and fitted headwear; windsuits; rainsuits; "baselayer" compression gear (including padded and non-padded compression products), and similar apparel, practice wear,

thermal wear, and performance undergarments (collectively, "**Authentic Competition Apparel**") that members of any Team, Coaches or Staff wear or may be reasonable expected to wear while participating in a Covered Program Activity;

iii. all other clothing and apparel of an athletic nature including polo shirts, golf shirts, tank-tops, T-shirts, sweatsuits, separates, recovery products (including compression wear, suits, sleeves, tights, hose footwear) and other body coverings, and accessories of an athletic nature that members of any Team, Coaches and/or Staff wear or use or may be reasonably expected to wear or use while participating in a Covered Program Activity, including headwear (other than protective headwear), headbands, wristbands, carrying and equipment bags, socks, on-field quarterback hand-towels (but specifically excluding all other sideline hand-towels), receiver's and linemen's gloves, sleeves (e.g., single or double arm protective sleeves), weight training gloves, elbow and knee pads, wrist, elbow and shin guards, batting gloves, baseball protective gear (e.g., sliding mitts and arm guards), and baseball catchers' gear;

i. inflatable balls (e.g., footballs, basketballs, soccer balls, volleyballs);

iv. other sports equipment as NIKE may add to its Product lines at any time as further described herein; and,

v. protective eyewear (e.g., football face mask eyeshields), eyewear with performance attributes and sunglasses.

(s) "**Staff**" means all assistant coaches and strength coaches, equipment managers, trainers, upper-level athletics administrators, and any on-field/courtside staff (including ball persons) employed by UNIVERSITY's Athletic Department to provide services to any Covered Program.

(t) "**Team**" means that group of athletes attending UNIVERSITY and comprising the roster of each Covered Program.

(u) "**UNIVERSITY Marks**" means the names, nicknames, mascots, trademarks, service marks, logographics or symbols, and any other recognized reference to UNIVERSITY or its Covered Programs.

2. **PRODUCT ORDERING AND DELIVERY**. The exact styles, sizes, delivery dates, and, where appropriate, quantities of NIKE Products supplied as part of the Annual Product Allotment shall be mutually determined by NIKE and UNIVERSITY and subject to availability. Products ordered as a part of an Annual Product Allotment will be delivered to UNIVERSITY generally one month prior to the start of the regular season for each Covered Program or as otherwise mutually agreed, and such Products must be ordered at least 9-12 months in advance of each Covered Program's season to ensure timely delivery. All Products supplied by NIKE as part of the Annual Product Allotment will be delivered F.O.B. to UNIVERSITY. If in any Contract Year UNIVERSITY desires quantities of NIKE Products in excess of an Annual Product Allotment, UNIVERSITY may order and purchase such additional quantities of NIKE Products at NIKE's published wholesale prices (subject to availability, applicable shipping and taxes, and NIKE standard account sales terms and conditions).

3. USE OF NIKE PRODUCTS.

(a) UNIVERSITY will make NIKE Products available on an exclusive basis to each Covered Program to be used by Coaches, Team members and Staff during all Covered Program Activities.

(b) UNIVERSITY will require Coaches and Team members and Staff to use NIKE Products designated by NIKE (including color and style) from time to time except as otherwise permitted under subparagraphs 3(d) and 3(e) below.

(c) If, after having used NIKE footwear, a Team member, Coach, or Staff suffers any foot pain or discomfort attributable to such footwear and, subject to written verification from the Team physician, it materially affects such Team member, Coach, or Staff's performance, UNIVERSITY will promptly notify NIKE of such occurrence. Upon receipt of such notice, NIKE will diligently seek to address such Team member, Coach, or Staff's foot pain or discomfort and UNIVERSITY will fully cooperate with NIKE in its efforts to remediate such pain or discomfort, including using UNIVERSITY's best efforts to encourage such Team member, Coach, or Staff to fully cooperate with NIKE's efforts. During the period NIKE is engaged in remedial efforts or if the remedial efforts ultimately prove unsuccessful, NIKE will directly furnish Team member, Coach, or Staff with footwear of their choice (produced by any manufacturer whatsoever) but with all visible manufacturer's identification removed or otherwise covered to completely obscure such manufacturer's identification.

(d) Any Coach's wearing non-athletic formal business attire in connection with Covered Program Activities, as appropriate, shall not be a breach of this Paragraph 3;

(e) Sports camps and clinics not associated with a Flagship Program may use unbranded T-shirts that do not bear any externally visible manufacturer logo, provided such T-shirts are not sourced from a Key Competitor or manufacturer or seller of athletic footwear.

(f) UNIVERSITY acknowledges that "spatting" or otherwise taping to cover any portion of the NIKE Marks on footwear worn by Team members during Covered Program Activities is a material breach of this Contract. Isolated spatting or taping as is deemed medically necessary (e.g., a player is injured during competition and the in-game determination is made that the player can continue to play only if the player's ankle and shoe are taped-over) will not be deemed a breach.

(g) UNIVERSITY shall ensure that no Team member, Coach or Staff member shall (i) alter or permit the alteration of any NIKE Products worn or used by them to resemble a non-NIKE Product; or (ii) wear any non-NIKE Products which have been altered to resemble NIKE Products.

(h) NIKE will not be liable to UNIVERSITY, Coaches, or Staff for any injury or damage suffered from wearing or using NIKE Products, except such injury or damage resulting from NIKE's adjudicated negligence.

4. **DESIGN AND MARKETING CONSULTATION**. Upon request by NIKE, UNIVERSITY will require designated Coaches, Staff, or Team members to provide NIKE with feedback on NIKE Products. Such feedback will address the fit, wear characteristics, materials, and construction techniques of such Products. NIKE will determine in its sole discretion which, if any, of the feedback NIKE wishes to take into account or exploit in any way, and NIKE will exclusively own all present and future right, title and interest in and to any feedback.

5. **ADVERTISING APPROVALS**. In the event either party desires to use the other party's marks in any advertising or promotion, such party will first submit a sample or the concept of the proposed advertisement or promotion to the other party for approval, which approval will not be unreasonably withheld. Any submitted item that has not been approved within 10 days of receipt will be deemed disapproved. Once a submitted sample or concept is approved, the party desiring use will not depart therefrom in any material respect without re-submission of the item for approval.

6. **UNAVAILABLE PRODUCTS**. From time-to-time, UNIVERSITY may require a Product for use in accordance with this Contract that is not commercially available through NIKE (an "Unavailable Product"). If NIKE cannot supply such Product, or an alternative Product, to UNIVERSITY, UNIVERSITY may use an Unavailable Product manufactured and/or sourced through a third-party provided, however, (a) such third-party cannot be a manufacturer or seller of footwear or athletic apparel, (b) the Unavailable Product may not feature any third- party branding, (c) UNIVERSITY shall not (nor permit a third party to) endorse or otherwise promote or advertise UNIVERSITY's use of such Unavailable Product, and (d) UNIVERSITY shall switch to the use of such NIKE-manufactured Product when made available by NIKE.

7. **RIGHTS FOR NEW PRODUCTS.** NIKE will give UNIVERSITY advance written notice if it decides to develop additional items of sports equipment, which notice will provide reasonable detail of the particular item(s) then in development. If UNIVERSITY has not already entered into a sponsorship agreement with respect to such item, once such item(s) is commercially available, then such item(s) will be deemed to be included in the definition of "Products" above, UNIVERSITY will be subject to the wear and use obligations in this Contract, and UNIVERSITY will no longer be permitted to source such Products from a manufacturer other than NIKE. In the event NIKE provides advance written notice and UNIVERSITY has a pre-existing sponsorship agreement with respect to such item, UNIVERSITY agrees not to extend or renew such agreement, and upon the earlier of termination or expiration of such agreement, the rights outlined in the preceding sentence will apply.

8. OWNERSHIP OF NIKE MARKS & OTHER INTELLECTUAL PROPERTY.

(a) NIKE recognizes the value of UNIVERSITY Marks and acknowledges the goodwill attached thereto belongs to UNIVERSITY and nothing in this Contract serves to assign, convey or transfer to NIKE any rights, title or interest in or to UNIVERSITY Marks.

(b) UNIVERSITY recognizes the value of the NIKE Marks and acknowledges the goodwill attached thereto belongs to NIKE and nothing in this Contract serves to assign, convey or transfer to UNIVERSITY any rights, title or interest in or to the NIKE Marks.

9. **EXCLUSIVE NEGOTIATION RIGHT**. Until 15 months before the Term expires, UNIVERSITY (and their representatives) will not negotiate: (a) with any third party related to the supply or sponsorship of any Products after the Term, or (b) with any Key Competitor related to the use of UNIVERSITY Marks for any purpose (deals contemplated by (a) and (b), "Third-Party Deals").

10. **RIGHT OF FIRST REFUSAL**. During the Term plus 180 days after expiration ("ROFR Term"), NIKE will have a right of first refusal over any Third-Party Deal. This means that:

    (a) If UNIVERSITY receives an offer for a Third-Party Deal during the ROFR Term, before accepting it, UNIVERSITY must submit a complete copy on the third party's letterhead (signed by the third party) to NIKE. NIKE will have 10 days to match or exceed the material, measurable, and matchable terms of such Third-Party Deal.

    (b) If NIKE matches the Third-Party Deal, this Contract will automatically be deemed to include the matched terms, unless this Contract is replaced with a new signed agreement memorializing the matched terms.

    (c) If NIKE does not respond or match the terms within the 10-day period, then UNIVERSITY may enter the Third-Party Deal, but only on the specific terms previously submitted to NIKE.

11. **RIGHTS OF REDUCTION**. In lieu of NIKE's exercise of its termination right under Paragraph 12, and without prejudice to any other rights under this Contract or otherwise, NIKE may reduce UNIVERSITY's Annual Product Allotment as follows:

    (a) if, during any Contract Year, one or more of the Flagship Programs are prohibited from television appearances, or NIKE's logo exposure on Products is materially diminished for any reason (including size, location, placement, color prominence, digital alteration):

FLAGSHIP PROGRAM	ANNUAL PRODUCT ALLOTMENT REDUCTION
Football	50%
Basketball (M)	25%
Basketball (W)	25%

    (b) and, if NIKE's logo exposure on Products is diminished in any other manner, (including non-medically necessary spatting, additional sponsor placement, failure to use NIKE Products), or UNIVERSITY permits use of its marks in a manner that dilutes NIKE's Designations (e.g., by permitting Team members to use UNIVERSITY Marks while engaging in promotional activities for a Competitor, or to wear in non-NIKE Products during Covered Program Activities in violation of this Contract) NIKE, acting in good faith and taking into account the nature and extent of the diminution of rights, will have the right to equitably reduce UNIVERSITY's Annual Product Allotment.

    (c) NIKE may set-off any reductions hereunder or otherwise, against any amounts owed by NIKE to UNIVERSITY including against future Annual Product Allotment amounts and unpaid Performance Bonuses.

12. RIGHTS OF TERMINATION.

    (a) **By UNIVERSITY**. UNIVERSITY may terminate this Contract immediately upon written notice to NIKE if (i) NIKE is adjudicated as insolvent or declares bankruptcy; or (ii) NIKE is in material breach of this Contract and fails to cure the breach within 30 days of NIKE's receipt of written notice from UNIVERSITY.

    (b) **By NIKE**. NIKE may terminate this Contract immediately upon written notice to UNIVERSITY if:

        i. any Flagship Program is either sanctioned, placed on probation or self-imposes probation, or UNIVERSITY drops a Flagship Program;

        ii. any Flagship Program is banned from appearing in any postseason tournament, championship game or any bowl game(s), including the College Football Playoff ("CFP");

        iii. any Coach, Staff, or Team member fails to wear or use NIKE Products during Covered Program Activities (except as otherwise permitted by this Contract), or wears NIKE Products altered in violation of this Contract, or otherwise fails to perform any material obligations in this Contract; provided, however, that NIKE will first provide notice to UNIVERSITY of any such violation and such violation recurs;

iv. UNIVERSITY, NCAA, Conference, or any other party enacts, adopts, or accedes to any regulation, restriction, prohibition, or practice that materially deprives NIKE of the benefits of Product and brand exposure;

v. the value of this Contract to NIKE is substantially impaired as a result of UNIVERSITY or any of its representatives engaging in a persistent pattern of conduct or activity (including acts or omissions) that fails to safeguard members of UNIVERSITY community (or otherwise demonstrates contempt or disregard for such safeguarding);

vi. any Coach, Staff, or member of the Athletics Department publicly disparage NIKE or the quality or performance of NIKE Products; or

vii. UNIVERSITY breaches any warranty or other material term and such breach (if curable) is not cured within 30 days of NIKE's delivery of written notice of any such breach.

(c) **Effect of Termination**. Upon termination, UNIVERSITY will not be entitled to order any additional Product.

13. **RIGHT TO USE AFTER THE TERM.** Upon expiration or termination of this Contract, NIKE will have one hundred eighty (180) days to exhaust all marketing materials and sell through any product(s) that include UNIVERSITY Marks that were produced or ordered before the effective date of expiration or termination. In addition, after the Term, without further approval from UNIVERSITY, NIKE's rights under this Contract will extend perpetually for NIKE's internal and archival purposes, including digital use (e.g., content depicting the UNIVERSITY Marks may remain where originally posted).

14. **REPRESENTATIONS AND WARRANTIES.** UNIVERSITY represents, warrants, and covenants that, in connection with the Covered Programs:

(a) To the extent UNIVERSITY has approval rights over the use of any photographs or video use by any third- party (e.g., other sponsors or broadcast partners) in which NIKE Products appear (e.g., game-action photos, photo day shots, or television commercials), UNIVERSITY will not approve or permit such photos or video to be used with any NIKE Marks removed, airbrushed, digitally altered or otherwise obscured.

(b) No agreement, contract, understanding, or rule of any governing body exists which would prevent or limit performance of any of UNIVERSITY's obligations under this Contract; provided, however, the parties agree that this Contract is subject to and contingent upon approval by the Idaho Board of Education acting as the Board of Trustees for Boise State University.

(c) UNIVERSITY is not (and, to the best of UNIVERSITY knowledge, no Coach or Staff is) party to any agreement, contract, or understanding that would prevent or limit the performance of any obligations under this Contract.

(d) During the Term, with respect to any Covered Program, UNIVERSITY will not knowingly, except as otherwise permitted under this Contract,

i. sponsor, endorse, or allow Coach or any Staff member to sponsor, endorse, wear, or use, athletic footwear or other Products licensed, manufactured, branded or sold by any person or entity other than NIKE;

ii. enter into, or allow Coach or any Staff member to enter into, any endorsement, promotional, consulting, or similar agreement (including the sale of signage or other media) with any Competitor;

iii. sell Products purchased or provided hereunder by NIKE to any person or entity;

iv. permit any trade name, trademark, name, logo, or any other identification other than NIKE, UNIVERSITY, Conference, or the NCAA to appear on NIKE Products worn or used by Coaches, Staff, or Team members;

v. permit Team members, Coaches or Staff to wear or use merchandise licensed, manufactured, branded or sold by any Competitor ;

vi. permit any third party to screenprint or otherwise embellish any NIKE Product (except with UNIVERSITY Marks as permitted by NIKE);

vii. take any action (or allow Coach/Staff to take action) inconsistent with the endorsement of NIKE Products;

viii. adopt any policy, rule, or practice, or enter into any agreement, or take any action that would

materially adversely affect the rights and/or obligations of NIKE under this Contract (e.g., authorizing use of UNIVERSITY Marks in connection with advertising of Products other than NIKE Products; permitting

the trade name, trademark, name, logo, or any other identification of any Competitor to appear on signage at Covered Program Activities including, practices, games, clinics, sports camps, photo sessions, or interviews);

ix. permit a Team member to use UNIVERSITY Marks on product or in promotions related to footwear or apparel; and

x. take any action that will have the effect of relocating (except for a more favorable placement should a subsequent relaxation in rules so permit), reducing, or restricting the placement rights of NIKE Marks on Authentic Competition Apparel as such logos now are currently permitted by applicable NCAA rules or regulations.

(e) UNIVERSITY has the full legal right and authority to enter into and fully perform this Contract in accordance with its terms and to grant NIKE all the rights granted in this Contract.

15. **EQUITABLE REMEDIES.** In the event UNIVERSITY breaches any material term, in addition to any other remedies, NIKE is entitled to seek injunctive relief from further violation of this Contract without prejudice to any other right of NIKE in this Contract during any litigation as well as on final determination thereof.

16. **NOTICES.** Any notice of breach or default must be in writing to the breaching party by (a) email (with confirmation of receipt by return email); and (b) registered or certified mail, or by express courier service with confirmed delivery, to the addresses above (unless written notice of a change of address has been provided). Notice will be deemed given when sent by one of the methods described above. Notices to NIKE must be sent to the Legal Department, Attention: Sports Marketing, with email to SMLegalNotice@nike.com.

17. **CONFIDENTIALITY.** UNIVERSITY (and their representatives) will not disclose to any third party (other than their lawyers or accountants or as may be required by law) the terms of this Contract, any marketing plans of NIKE, or any confidential or non-public information disclosed to UNIVERSITY (or by UNIVERSITY to NIKE) in connection with this Contract, except as required by law or court order. This paragraph will survive the termination or expiration of this Contract.

18. **INDEMNIFICATION.** To the extent permitted by law, the parties agree to indemnify and hold each other harmless from and against any and all third-party claims, actions, suits, demands, losses, damages and all costs and expenses, but specifically excluding attorney's fees, incurred in connection with or arising out of any breach(es) of warranty, representation or agreement made by the parties under the provisions of this Contract. For the sake of clarity and the avoidance of doubt, each party shall be responsible only for the acts, omissions or negligence of such party's own employees and agents. Nothing in this Contract shall extend the tort responsibility or liability of the State of Idaho, UNIVERSITY, or NIKE beyond that required by law, including for the State of Idaho the Idaho Tort Claims Act, Idaho Code § 6-901 through 6-929, inclusive. Each party shall be responsible for damage to property of the other party caused by its employees and agents in the performance of the Contract. If a property claim or damage is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefor. If a claim or damage arises from more than one party's performance of the Contract or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage. Nothing in this Contract shall be deemed to constitute a waiver by UNIVERSITY of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained.

19. **COMPLIANCE**. The parties and their representatives have and will comply with all applicable anti-bribery and anti-corruption laws and regulations in connection with this Contract, and have not and will not engage, directly or indirectly, in the offer, payment, promise, solicitation, or acceptance of a bribe, kickback, or other improper benefit in connection with this Contract. If a party or their representatives become aware of any violation of the foregoing provision or any anti-bribery or anti-corruption laws or regulation in connection with this Contract, such party will give notice to the other party. The parties have and will undertake reasonable measures to ensure compliance with the foregoing provisions.

20. **NIKE CODE OF CONDUCT**. NIKE will manufacture all Products that bear or incorporate UNIVERSITY Marks in accordance with the NIKE Code of Conduct and applicable NIKE Code Leadership Standards, which are publicly available.

21. **MISCELLANEOUS.** Nothing contained in this Contract will be construed as establishing an employer/employee, partnership, or joint venture relationship. Each party acknowledges that a waiver by the other of a breach or a failure to enforce any provision of this Contract will not operate or be construed as a waiver of any provision of this Contract or of any subsequent breach of this Contract. This Contract is personal to UNIVERSITY and may not be assigned or delegated without the prior written consent of NIKE.

This Contract sets forth the entire agreement of the parties and supersedes all other prior and contemporaneous oral and

written agreements, discussions, or promises, if any. This Contract may not be altered or modified except by a written agreement signed by both parties. Each party and its representatives or counsel have reviewed this Contract, and the rule of construction that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Contract or any amendments hereto. Paragraph references and headings in this Contract are included for convenience and will not affect the meaning or interpretation of this Contract. The use of the word "or" is not exclusive, and the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation." Each party may sign this Contract using an electronic or handwritten signature, which are of equal effect, and this Contract may be executed in counterparts.

22. **IDAHO STATE LAW CERTIFICATIONS.** UNIVERSITY is prohibited by state law from entering into certain contractual agreements. NIKE hereby certifies that:

(a) pursuant to Idaho Code § 67-2346, it is not currently engaged in, and will not for the duration of the Contract, 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 § 18-3302(2)(d), Idaho Code; and

(b) pursuant to Idaho Code § 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 Contract be owned or operated by the People's Republic of China. The terms in this section defined in Idaho Code § 67-2346, Idaho Code
§ 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.

IDAHO STATE UNIVERSITY

SUBJECT

Second Amendment to ICOM Ground Lease

REFERENCE

February 2016	Idaho State Board of Education (Board) approved a collaborative Affiliation Agreement between ISU and ICOM
August 2016	Board approved execution of a Ground Lease for ICOM to build a medical education building on the ISU Meridian campus
June 2017	Board authorized ISU to amend the Joint Operations and Maintenance Agreement with ICOM
August 2017	Board approved License Agreement between ISU and ICOM for the use of A/P lab space and Joint Operations and Services Agreement with ICOM
October 2017	Board approved amendment to Facilities Use Agreement and License Agreement for space between ISU and ICOM for use of A/P lab space
December 2017	Board approved First Amendment to ICOM Ground Lease

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (ISU) and ICOM entered into a Ground Lease on September 15, 2016. The Board approved the First Amendment to the Ground Lease at its December 5, 2017 meeting. ICOM has requested that ISU and the Board of Education agree to the proposed Second Amendment to the Ground Lease. The only proposed change is to existing Section 21 of the Ground Lease which adds this language: “Except as otherwise set forth in Section(s) 20 and/or 30,”. ICOM in working with its lender ICCU, has requested the change to avoid any possibility that the use of “or other lien” in this section could be seen to conflict with the rights to mortgage, etc. granted in Sections 20 and 30.

IMPACT

The proposed amendment clarifies existing language and does not include additional terms.

This action is in harmony with the institution's recently approved master plan and will have no negative impact on ISU's later ability to develop the Board's Parcel.

ATTACHMENTS:

Attachment 1 - Proposed Amendment 2 to Ground Lease
Attachment 2 - Current Ground Lease
Attachment 3 - Amendment 1 to Ground Lease

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed Second Amendment to the ICOM Ground Lease represents a minor clarification to existing lease language to accommodate lender requirements and ensure consistency with rights previously granted under the lease.

This change does not alter the fundamental terms of the agreement or impact Idaho State University's current or future use of the Meridian campus.

Staff has reviewed the amendment and finds it consistent with the Board's prior approvals and ISU's long-term planning.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to execute the Second Amendment to the Ground Lease with the Idaho College of Osteopathic Medicine as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SECOND AMENDMENT TO GROUND LEASE

This SECOND AMENDMENT TO GROUND LEASE (this "**Second Amendment**") is made as of the date of the last signature ("**Effective Date**"), by and among the Board of Trustees and State Board of Education of Idaho State University ("**SBOE**"), Idaho State University ("**ISU**"), a state institution of higher education governed by SBOE, and Idaho College of Osteopathic Medicine, LLC, an Idaho limited liability company ("**LESSEE**") (each a **"Party"** or together the **"Parties"**). Capitalized terms used but not otherwise defined herein shall have the respective meaning set for the in the Ground Lease (as herein defined) unless the context clearly requires otherwise.

WITNESSETH:

WHEREAS, SBOE owns that certain real property located at the ISU-Meridian Health Science Center, 1311 E. Central Drive, Meridian, ID 83642, and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**ISU-Meridian**");

WHEREAS, SBOE has authorized and appointed ISU as SBOE's authorized agent to act as landlord under the terms and conditions of that certain Ground Lease dated effective as of September 15, 2016, by and between SBOE, ISU and LESSEE, as approved at SBOE's Board meeting of August 11, 2016, and amended by that certain Amendment to Ground Lease dated effective as of December 14, 2017 (the "**Ground Lease**");

WHEREAS, LESSEE is a private company created by its organizers for (i) the purpose of creating and operating a private accredited college of osteopathic medicine in the State of Idaho and/or (ii) other purposes as set forth in Section 5.a. of this Ground Lease;

WHEREAS, as provided in the Ground Lease, the LESSEE has acquired, constructed, and completed the Lessee Building and equipment (together, the "**Lessee Property**") at the Leased Premises; and

WHEREAS, the Parties are mutually desirous of amending the Ground Lease as set forth herein.

NOW, THEREFORE, SBOE, ISU and LESSEE do hereby agree as follows:

1. Amendment to Section 21. Section 21 of the Ground Lease is amended and restated as follows:

   21. Liens. Except as otherwise set forth in Section(s) 20 and 30, LESSEE shall not permit any mechanic's, materialmen's, or other lien, encumbrances, consensual liens, to attach to the Lessee Building, Leased Premises, or ISU-Meridian. In the event that

any such mechanic's, materialmen's, or other liens are filed against the Leased Premises, the Lessee Building, or ISU-Meridian by reason of actions of LESSEE, LESSEE shall cause all such liens to be discharged by payment, bond, or otherwise within sixty (60) days after LESSEE has knowledge of or receives written notice of the filing of such liens or security interests. LESSEE shall defend, indemnify, and hold ISU and the State of Idaho harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and costs), liens, claims of lien, judgments, proceedings, and causes of action, arising out of or in any way connected with the construction of the Lessee Building, unless caused by the negligent or willful act or omission of ISU, its agents, contractors, or employees.

2. Memorandum of Second Amendment to Ground Lease. This Second Amendment shall not be recorded; however, it is mutually agreed that the Parties, upon request by any one Party, will execute a written Memorandum of Second Amendment to Ground Lease, a form of which is attached hereto as Exhibit A, which shall be recorded in the official records of Ada County, Idaho.

3. Governing Law. This Second Amendment shall be governed and construed in accordance with the law of the State of Idaho without regard to its choice of law analysis.

4. Remaining Provisions. Except as provided in this Second Amendment, the remaining provisions of the Ground Lease shall remain in full force and effect.

5. Captions. The article and section captions of this Second Amendment are for convenience only and do not constitute a part of this Second Amendment.

6. Further Actions. The Parties will execute and deliver to the other, from time to time at or after the execution hereof, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Second Amendment and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Second Amendment.

7. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which will be deemed an original.

8. Severability. Any term or provision of this Second Amendment which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the party intended to be benefited by such provision or any other provisions of this Second Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, ISU and LESSEE hereto have executed this Second Amendment to Ground Lease as of the Effective Date.

IDAHO STATE UNIVERSITY

BY: _____
Robert Wagner, President

DATE: _____

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE, LLC

BY: _____
Tracy Farnsworth, President & CEO

DATE: _____

Consent to Second Amendment to Ground Lease granted by:
BOARD OF TRUSTEES AND STATE BOARD OF
EDUCATION OF IDAHO STATE UNIVERSITY

BY: _____
Kurt Liebich, President

DATE: _____

Consent to Second Amendment to Ground Lease granted by:
DIVISION OF PUBLIC WORKS, DEPARTMENT OF ADMINISTRATION
EDUCATION OF IDAHO STATE UNIVERSITY

BY: _____
Dale Reynolds, Administrator

DATE: _____

EXHIBIT A

ISU-Meridian Legal Description

Lot 2 in Block 1 of Joint No. 2 Subdivision Phase 1, according to the official plat thereof, filed in Book 99 of Plats at Page(s) 12828, through 12830, records of Ada County, Idaho.

EXHIBIT B

MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE FOR RECORD

The State Board of Education and Board of Trustees of Idaho State University ("**SBOE**"), Idaho State University ("**ISU**"), a state institution of higher education governed by SBOE, and Idaho College of Osteopathic Medicine, LLC, an Idaho limited liability company ("**LESSEE**") entered into a Second Amendment to Ground Lease concerning a certain parcel of land as described in Exhibit A (Leased Premises), attached hereto and made a part hereof.

The sole purpose of this Memorandum of Second Amendment to Ground Lease for Record is to provide public notice of the existence of this Second Amendment to Ground Lease. The addresses for notice to the Parties are:

ISU: President
Idaho State University
921 So. 8th Ave, Stop 8310
Pocatello, ID 83209

LESSEE: Idaho College of Osteopathic

IDAHO STATE UNIVERSITY

BY: _____
Robert Wagner, President

DATE: _____

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE, LLC

BY: _____

DATE: _____

GROUND LEASE

This GROUND LEASE ("**Ground Lease**") is made as of the date of the last signature ("**Effective Date**"), by and among the Board of Trustees and State Board of Education of Idaho State University ("**SBOE**"), Idaho State University ("**ISU**"), a state institution of higher education governed by SBOE, and Idaho College of Osteopathic Medicine, LLC, an Idaho limited liability company ("**LESSEE**") (each a **"Party"** or together the **"Parties"**). The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature to the effectiveness of this Ground Lease.

WITNESSETH:

WHEREAS, SBOE owns that certain real property located at the ISU-Meridian Health Science Center, 1311 E. Central Drive, Meridian, ID 83642, and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**ISU-Meridian**");

WHEREAS, SBOE hereby authorizes and appoints ISU as SBOE's authorized agent to act as landlord under the terms and conditions of this Ground Lease and SBOE provided its consent to
to ISU to lease, on behalf of SBOE, a portion of ISU-Meridian to LESSEE at its Board meeting of August 11, 2016;

WHEREAS, LESSEE is a private company created by its organizers for (i) the purpose of creating and operating a private accredited college of osteopathic medicine in the State of Idaho and/or (ii) other purposes as set forth in Section 5.a. of this Ground Lease;

WHEREAS, the Parties entered into a Collaborative Affiliation Agreement ("**CAA**") on February 26, 2016 and an executed copy of such agreement is attached hereto as Exhibit B and incorporated herein by reference;

WHEREAS, it is agreed that this Ground Lease is subject to all applicable provisions of the Master Declaration Agreement and the Joint Operations and Maintenance Agreement dated December 4, 2007 (the **"Declaration"**), by and between SBOE and the Joint School District No. 2 (now known as West Ada School District) and an executed copy of such agreement is attached hereto as Exhibit C and incorporated herein by reference.

WHEREAS, LESSEE and ISU have determined that LESSEE shall locate its college of osteopathic medicine on a parcel of land located at ISU-Meridian;

NOW, THEREFORE, ISU and LESSEE do hereby agree as follows:

1. Definitions. The following terms, as used in this Ground Lease, shall have the meanings hereinafter set forth:
    a. "**Common Area**" shall have the meaning ascribed to such term in the Declaration.
    b. "**Construction Documents**" shall mean those certain contract documents, written plans, and specifications prepared by or on behalf of LESSEE and reasonably approved for construction by applicable local governing jurisdictions, the State of Idaho, if applicable, and ISU.
    c. "**Hazardous Substance**" shall mean any substance which is toxic, ignitable, reactive, radioactive, or corrosive and which is regulated by any local government, the State of Idaho, or the United States government. Hazardous Substance includes any and all materials or substances which are defined as hazardous waste, extremely hazardous waste, or a hazardous substance pursuant to state, federal, or local government law. Hazardous Substance includes, but is not restricted to asbestos, polychlorobiphenyls (PCBs), and petroleum.
    d. "**Lessee Building**" shall mean that certain building and related alterations, additions, and improvements which are to be constructed on the Leased Premises pursuant to the Construction Documents.
    e. "**Lease Year**" shall mean the twelve (12) month period beginning with the Lease Commencement Date (as defined in Section 4) and ending on the date that is twelve (12) months later, then each successive twelve (12) month period.
    f. **"Effective Land Area"** shall mean an Effective Land Area calculation of 5.55 acres. This area is based on a proportional ratio of the assumed building size of the Lessee Building to the land area of the overall parcel. This Effective Land Area calculation is larger than the actual Leased Premises to account for the proportional inclusion of Common Area non-exclusive ingress, egress and utility easements and Common Area non-exclusive easements for shared parking in accordance with all applicable provisions of the Declaration.
    g. **"Leased Premises"** shall mean that certain 2.80 acre area, identified and described in Exhibit D attached hereto, as the designated area for location of the Lessee Building and related improvements. The construction of the Lessee Building and related improvements must be confined to the Leased Premises boundary, subject to designated building set-backs and the recorded easements and restrictions set forth in the Commitment (as defined in Section 8.b.) that apply to the Effective Land Area and Leased Premises. Any disturbance of site

improvements existing outside of the Leased Premises that are deemed necessary for utility extensions or pavement match, must receive written approval of either or both ISU and the West Ada School District, as required under the Declaration, which approval shall not be unreasonably withheld, conditioned or delayed, as any such construction work may be required to occur within their respective separate property boundaries. ISU represents and warrants that SBOE owns fee title to the Leased Premises.

h. **"Unavoidable Delay"** shall mean all failures or delays in a Party's performance of its obligations hereunder, not within such Party's reasonable control, including without limitation, the impossibility of such performance which shall result from or be caused by any act of God; acts of the public enemy; wars; blockades; epidemics; earthquakes; storms; floods; explosions; strikes; labor disputes; riots; insurrections; breakage or accident to machines or lines or pipe or mains; act of any governmental agency or authority restricting or curtailing actions required under this Ground Lease or withholding or revoking necessary consents, approvals, permits, or licenses; equipment failures; inability to procure and obtain needed building materials so long as reasonable efforts are made to procure satisfactory substitute materials if practical; or delays of inclement weather; provided, that such Party shall pursue with reasonable diligence the avoidance or removal of such delay. The inability or refusal of a Party to settle any labor dispute shall not qualify or limit the effect of Unavoidable Delay. The inability of a Party to secure funds required to perform its obligations hereunder shall not constitute Unavoidable Delay.

2. Term. This Ground Lease shall commence on the Lease Commencement Date and shall remain in effect until the earlier of (i) the date that is forty (40) years after the Lease Commencement Date, (ii) the termination of this Ground Lease pursuant to Section 35; or (iii) the written agreement of the Parties (the **"Expiration Date"**), provided, however, that the Parties acknowledge and agree that LESSEE shall have the right to renew the term of this Ground Lease in accordance with the terms of Section 3 below. Notwithstanding the foregoing and subject to the terms and conditions of this Ground Lease, including, without limitation, Sections 8, 35, and 45 of this Ground Lease, in no event shall this Ground Lease be terminated without a Party providing at least five (5) years advance written notice to the other Party of such Party's election to terminate this Ground Lease.

3. Option to Renew. The Parties understand and agree that this Ground Lease, if still in effect at the Expiration Date, may be renewed by LESSEE, provided LESSEE is not at that time in breach of the CAA or this Ground Lease, for two (2) additional

ten (10) year terms. The right to renew this Ground Lease shall be exercised by written notice of extension by LESSEE to ISU, no later than sixty (60) days prior to the expiration of the then-existing term.

4. Rent Payment. In consideration of the benefit conferred upon LESSEE under this Ground Lease, and without notice or demand, offset or deduction, except as expressly provided for in this Ground Lease, LESSEE shall make payable to ISU-Meridian, on the first day of each month, beginning on the date excavation of the Lessee Building commences, but, subject to Unavoidable Delay, no later than the 1st day of March, 2017 ("**Lease Commencement Date**"), $15,833.33, which is computed at the rate of $0.79 per square foot multiplied by the Effective Land Area ("**Base Land Payment**"), which is a yearly amount of $190,000.00. Notwithstanding the foregoing, in the event that LESSEE, despite its diligent efforts, has failed to obtain accreditation from COCA or any other applicable licensing authority on or prior to the date that is ten (10) business days prior to the Lease Commencement Date, the Lease Commencement Date shall be extended to the date that is ten (10) business days following the date that LESSEE obtains such accreditation. The Base Land Payment shall be adjusted at the beginning of each Lease Year by two percent (2%) of the Base Land Payment for the immediately preceding Lease Year. This Ground Lease shall be absolute net, and LESSEE shall pay or reimburse all operating expenses including property taxes, insurance, common maintenance/repairs/ replacement, and management.

5. Use. The Parties intend for LESSEE to construct the Lessee Building on the Leased Premises for the purpose of constructing, operating and maintaining a college of osteopathic medicine (the "**Permitted Use**"). Except as set forth in this Ground Lease, no material changes, modifications, or alterations can be made to the use of the Lessee Building unless it is done in writing and signed by the proper authority of each Party. If LESSEE abandons the Lessee Building and ceases making the Base Land Payment and such failure continues for ninety (90) days after written notice from ISU to LESSEE, it shall be an event of default and shall be grounds for termination of this Ground Lease.
    a. At all times during the term of this Ground Lease, LESSEE shall continuously (except for temporary closures due to casualty, condemnation or remodeling) use the Lessee Building in order to provide services and amenities to its students, faculty, and staff. LESSEE may use the Lessee Building for other uses if such uses are approved by ISU, which approval shall not be unreasonably withheld or delayed and are not inconsistent with applicable Laws and zoning uses, as well as the terms of the Declaration and the teaching, research, service, or economic development mission of ISU.

b. Subject to the rights and obligations of ISU hereunder, the operation of the Lessee Building, including allowing the use by others, will be the sole responsibility of LESSEE. The use and occupation of the Leased Premises and Lessee Building shall at all times during the term of this Ground Lease, be conducted in compliance with federal, state, and local laws, ordinances, and regulations (collectively, "**Laws**"). In the event that LESSEE receives written notice that LESSEE is not in compliance with any applicable Laws, LESSEE shall have thirty (30) days to cure such non-compliance, provided, however, if such non-compliance cannot reasonably be cured within such thirty (30) day period, LESSEE shall have the time necessary to reasonably cure the same) and if LESSEE fails to cure such non-compliance within such time frame, such non-compliance shall be deemed an event of default and shall be grounds for termination of this Ground Lease. Notwithstanding the foregoing, in no event shall LESSEE be responsible for any non-compliance with Laws arising out of the acts or omissions of ISU, its agent, employees, contractors and representatives.

c. The CAA includes agreements and legal obligations that include the fiscal, fiduciary, and marketing relationship agreed upon by LESSEE and ISU; the rights retained by LESSEE; the rights retained by ISU; the branding issues; specification of the services being provided by each entity to the other; specification that LESSEE is the final authority on the curriculum for LESSEE and the requirements for granting any degrees of students by LESSEE; the term of the CAA; a statement on how the CAA may be amended; a statement on how either Party may withdraw from the CAA; and a statement of severability. In addition, LESSEE has the final authority on the selection of LESSEE students. LESSEE has the final authority on selection of faculty members. All agreements between ISU and LESSEE, including the CAA as well as this Ground Lease represent the legal relationship between ISU and LESSEE. Furthermore, LESSEE is solely responsible for meeting the American Osteopathic Association, Commission on Osteopathic College Accreditation (COCA) standards. ISU, if requested reasonably by COCA to provide documentation concerning ISU's finances and accreditation status, will transmit such documentation to COCA. LESSEE will have the sole responsibility to verify that LESSEE students are aware of financial responsibility and student rights with regard to Title IV and will also be solely responsible to verify that LESSEE students are aware that financial aid is not processed through ISU and they are not eligible to participate in Title IV through ISU. The term of this Ground Lease is over ten (10) years in length with at least five (5) years' notice of termination required prior to a Party having the right to terminate this Ground Lease, except in an event of LESSEE's default and

except for any express termination rights set forth in this Ground Lease. Notwithstanding the foregoing, LESSEE is required to give a minimum period of three (3) years for cancellation of any services affecting LESSEE students. Upon notice of termination of this Ground Lease, a teach-out plan must be submitted to the COCA by LESSEE or LESSEE must be able to immediately demonstrate a new location or lease to be approved by the COCA. Discontinuance of operations (except for any temporary closures due to casualty, condemnation or remodeling) and LESSEE's failure to commence operations following sixty (60) days written notice from ISU shall be an event of default and shall be grounds for termination of this Ground Lease.

d. LESSEE shall not provide or offer, directly, or through third parties, any new facilities, programs, or services, including but not limited to anatomy and physiology laboratories, without prior written approval from ISU, that would duplicate, infringe, or compete with current or planned health science academic or health science research programs and/or impact ISU's strategic planning for expansion of new, allied, or existing health science programs; provided, however, in no event shall this Section 5.d. limit or impact LESSEE's right to operate for the Permitted Use. Upon mutual, written agreement by the Parties, LESSEE will have access to ISU facilities and services, such as the anatomy and physiology laboratories, necessary for its medical education.

6. Accreditation and State Law Authorization. LESSEE understands and acknowledges that accreditation by the COCA is critical to the viability of this Ground Lease.
    a. No building materials can be delivered to the Leased Premises and no construction or ground work can commence on the Leased Premises prior to a grant of pre-accreditation by the COCA. During the time of operation of the college of osteopathic medicine, LESSEE shall maintain its accreditation, as required, as a college of osteopathic medicine by the COCA (or any successor entity), and LESSEE shall comply with any applicable Laws for authorization to operate a college of osteopathic medicine in the State of Idaho. LESSEE shall notify ISU within thirty (30) days of receipt of any written notice or communications that shall materially and adversely affect its accreditation or reaccreditation or authorization to operate a college of osteopathic medicine. Subject to LESSEE's right to change its use in accordance with the terms of Section 5.a. of this Ground Lease, LESSEE's failure to maintain accreditation and/or authorization to operate a college of osteopathic medicine following any applicable notice and cure periods provided for under applicable Laws and/or set

forth in this Ground Lease shall be an event of default and shall be grounds for termination of this Ground Lease.

7. Project Escrow. LESSEE must maintain escrow and operating reserves as required by COCA and as more particularly set forth on Exhibit E attached hereto. The failure to maintain such an escrow account following any applicable notice and cure periods provided for under applicable Laws and/or set forth in this Ground Lease shall be an event of default and shall be grounds for termination of this Ground Lease. LESSEE shall provide proof of such escrow to ISU listing the institution holding said funds and the amount of the escrow within thirty (30) days of creation of said escrow.

8. Due Diligence. LESSEE's obligations under this Ground Lease are contingent upon LESSEE either satisfying or waiving the conditions and contingencies hereinafter set forth (collectively, **"LESSEE's Conditions"**) within the respective periods specified below. LESSEE shall diligently and in good faith pursue the satisfaction of LESSEE's Conditions. LESSEE's Conditions are as follows:

    a. Within sixty (60) days after the Effective Date (the **"Inspection Period"**), LESSEE may, at LESSEE's sole cost and expense, inspect the Leased Premises and conduct any title examinations, investigations, engineering and environmental tests of the Leased Premises, as LESSEE deems necessary or advisable in connection with the leasing of the Leased Premises. LESSEE shall have the right, upon prior written notice to ISU given prior to the expiration of the Inspection Period, to either (a) terminate this Ground Lease, or (b) extend the Inspection Period for up to one (1) consecutive period of thirty (30) days. If LESSEE determines, in LESSEE's sole discretion, that the Leased Premises is not suitable for the purposes set forth in this Ground Lease, LESSEE shall have the right to terminate this Ground Lease by written notice to ISU given on or before the end of the Inspection Period, as the same may be extended, in which case this Lease shall be terminated and of no further force and effect and neither Party shall have any further rights, duties or obligations hereunder.
    b. LESSEE shall have the right, during the Inspection Period, to obtain, at LESSEE's sole cost and expense, a commitment for title insurance (**"Commitment"**) from a title company acceptable to LESSEE covering LESSEE's leasehold estate in an amount to be determined by LESSEE together with copies of all liens, encumbrances and other matters affecting ISU's title to the Land ("Title Documents"). Further, LESSEE shall have the right during the Inspection Period to obtain at LESSEE's sole cost and expense, a survey of the Leased Premises in a form

acceptable to LESSEE. If LESSEE determines, in LESSEE's sole discretion, following LESSEE's review of the Survey and the Commitment, that the Leased Premises is not suitable for the purposes of this Ground Lease, LESSEE shall have the right to terminate this Ground Lease by written notice to ISU given on or before the end of the Inspection Period, as the same may be extended, in which case this Lease shall be terminated and of no further force and effect and neither Party shall have any further rights, duties or obligations hereunder.

9. Condition of Land and Easements.

a. ISU shall provide to LESSEE all reports, investigations, documents and data in ISU's possession or control regarding the soil, subsoil or environmental condition on ISU-Meridian. Except as expressly set forth herein, ISU makes no covenants or warranties respecting the condition of the soil or subsoil, any environmental condition or presence of cultural resources, or any other condition of the Leased Premises. All such tests shall be at LESSEE's expense. All costs necessary or required to make the Leased Premises suitable for development and any costs or expenses necessary to replace or repair any improvement due to the condition of the Leased Premises shall be at the sole cost of LESSEE. Notwithstanding anything to the contrary set forth in this Section 9, ISU represents and warrants to LESSEE, that as of the Effective Date, ISU has not received any written notice from a governmental agency of any uncured violations of any Laws (including environmental laws) affecting the ISU-Meridian and/or the Leased Premises, (ii) to ISU's actual knowledge (as defined below), no Hazardous Substances are stored by ISU on, in or under the ISU-Meridian and/or the Leased Premises in quantities which violate environmental laws, (iii) to ISU's actual knowledge, the ISU-Meridian and/or the Leased Premises is not used by ISU for the storage, treatment, generation or manufacture of any Hazardous Substances in a manner which would constitute a violation of applicable environmental laws, and (iv) to ISU's actual knowledge, the Premises do not contain Hazardous Substances which would constitute a violation of applicable environmental laws.

b. LESSEE may enter ISU-Meridian and the Leased Premises before the Lease Commencement Date to make soil and structural engineering tests which shall be at LESSEE's sole expense.

c. ISU, to the extent permitted by applicable Laws as grantor and in compliance with the Declaration, hereby grants to LESSEE, its respective contractors, employees, agents, licensees, and invitees,

and the contractors, employees, agents, licensees, and invitees of such LESSEEs, for the benefit of the real property leased by LESSEE, as grantee, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over, and across portions of the Common Area located within the Effective Land Area in accordance with all applicable provisions of the Declaration and subject to the additional limitations as described in Section 9.d.

d. At no time during the design, construction or operations of the Lessee Building and related site improvements, nor subsequent to the completion of such construction shall the LESSEE's operations cause any material restricted use or encumbered access to Common Areas within the Leased Premises nor within the Effective Land Area of the property owned by either ISU or the West Ada School District. Construction fencing, staging and construction operations must be confined to the area within the perimeter boundary of the Effective Land Area, as shown in Exhibit D or be conducted off the Effective Land Area.
e. ISU's future design, construction or operations of planned expansion and related site improvements, shall not cause any restricted use or encumbered access to Common Areas within the LESSEE's Leased Premises.
f. Subject to the restrictions and requirements affecting the Common Areas, at LESSEE's request or as may be reasonably required, ISU shall grant to public entities or public service corporations, for the purpose of serving the Leased Premises, rights-of-way or easements on or over ISU-Meridian, the Leased Premises, and adjacent property owned by ISU for telephone, electricity, water, sanitary or storm sewers or both, and for other utilities and municipal or special district services. Grants made under the authority of this provision shall be consistent with existing and necessary services. ISU shall have the right to deny any requested easements that materially and adversely interfere with the development of other ISU property, provided, however, that ISU must provide alternative easement for the benefit of LESSEE.

10. Bonds. Before commencing the initial construction of the Lessee Building and before commencing any alteration, addition, or improvement where the estimated cost of such alteration, addition or improvement shall be one hundred fifty thousand ($150,000) or more, defined as a "**Material Alteration**", LESSEE shall require all contractors to provide eighty-five (85%) payment and performance bonds in accordance with Title 54, Chapter 19, Idaho Code. All surety company bonds shall guarantee the completion of the construction in accordance with Construction Documents approved by LESSEE and ISU, and guarantee the payment

of the cost of such construction. The bond must be in a form reasonably acceptable to the ISU and issued by a surety licensed to conduct business in Idaho. If the State accepts a performance and/or payment bond that is obtained by a construction contractor or other entity different from the LESSEE, and that bond(s) does not name the State in a way to allow the State to demand surety performance under the bond(s), then LESSEE shall reasonably cooperate with the State to the fullest extent possible to obtain the complete protection for the project that the bond(s) is intended to provide.

11. Insurance During Initial Construction. Prior to the initial construction of the Lessee Building, and prior to any Material Alteration of the Lessee Building on the Leased Premises:
    a. LESSEE shall cause to be maintained with responsible insurers, at LESSEE's expense, builder's risk insurance (fire with extended coverage and vandalism endorsement) in an amount not less than one hundred percent (100%) of the anticipated value of the Lessee Building as completed;
    b. LESSEE or any contractor or contractors employed by LESSEE or any other person who will perform work on or install the equipment in the Lessee Building shall be fully covered by worker's compensation insurance as required under the Idaho Worker's Compensation Act, and all certificates of worker's compensation insurance shall be furnished to LESSEE and ISU before commencement of any construction;
    c. LESSEE or any contractor or contractors employed by LESSEE or any other person who will perform work on or install the equipment in the Lessee Building shall be covered by liability coverage with minimum limits of one million dollars ($1,000,000) per occurrence, and two million dollars aggregate with an additional insured endorsement in favor of ISU and the State of Idaho.
    d. By requiring insurance herein, ISU does not represent that coverages and limits will necessarily be adequate to protect LESSEE or any contractor or contractors employed by LESSEE. Such coverage and limits shall not be deemed as a limitation on the LESSEE'S liabilities under any of the indemnities granted in the Ground Lease.

12. Construction and Completion of Work.
    a. Prior to ISU's approval of the Plans, LESSEE shall, at no material cost or expense to LESSEE, reasonably include ISU in its design process, from preliminary concepts through the final design of the Plans.
    b. LESSEE, coincidental with its submittal to Meridian City, shall submit to ISU for ISU's approval, which approval shall not be unreasonably withheld, conditioned or delayed, all Construction Documents and a

complete set of construction plans and specifications for the Lessee Building and all material improvements, including material supplements and changes thereto (collectively, the "**Plans**") prepared by a licensed architect or engineer, which plans and specifications may include, copies of preliminary grading and drainage plans; soil test reports; descriptions of utilities, sewer and service connections; locations of ingress and egress to and from public thoroughfares; curbs; gutters; parkways, street lighting, designs and locations for outdoor signs; storage areas; building plans, elevations, and renderings; landscaping plans; parking stalls; and the architect's estimate of the costs of construction, all reasonably sufficient to enable ISU to make an informed judgment about the nature, design, and quality of the proposed Lessee Building and improvements. ISU shall have a period of thirty (30) days after submission of the Plans, together with a written statement of LESSEE that it deems the same complete and requests approval thereof, to advise LESSEE in writing of its approval, disapproval, or request for supplementation, amendment, or clarification of said Plans. ISU shall have the right to disapprove the Plans. Further, in the event that LESSEE materially changes or supplements the Plans, LESSEE shall provide written notice of such material change to ISU and ISU shall have five (5) business days to advise LESSEE in writing of its approval or disapproval of said modification. Two (2) hard copies and two (2) electronic copies of the Plans shall be submitted to ISU within seven (7) months of execution of this Ground Lease. One copy shall be attached hereto as Exhibit F. Failure of ISU to respond to LESSEE regarding (i) the Plans within thirty (30) days shall be deemed ISU's approval of the Plans and (ii) any material modification to the Plans within five (5) business days shall be deemed ISU's approval of such modification.

c. Fire lane extensions for Fire Department access, ADA accessible parking stalls, drop off areas, and screened trash enclosures must be provided within the Effective Land Area to serve the Lessee Building and be in compliance with applicable Laws.

d. Accessible pedestrian connectivity between the Lessee Building and the ISU campus must be included in the building and site design. The accessible pedestrian walkway must locate within the existing landscape parkway along the southern boundary of the Leased Premises so that no part of the current Common Area ingress/egress or Common Area parking are used for the proposed accessible pedestrian route.

e. LESSEE shall provide ISU with written notification of its intention to commence development of the Lessee Building at least ten (10) business days before commencement of any such work to the Leased

Premises or delivery of any materials to the designated staging area.

f. LESSEE shall furnish ISU with a true copy of LESSEE's executed contract with the general contractor, who is appropriately licensed in the State of Idaho with any confidential or proprietary information redacted. The construction contract shall give ISU the right, but not the obligation, to assume LESSEE's obligations and rights under the contract if LESSEE should be in default past any applicable notice and cure periods therein, and such default is not waived by the contractor or otherwise cured within the applicable time frame set forth in such construction contract. The contract shall also require the general contractor to copy ISU upon any notification of LESSEE's default past any applicable notice and cure periods.
g. LESSEE shall furnish ISU with a list of all major subcontractors who will be involved in the construction of the Lessee Building.
h. ISU hereby grants to LESSEE a right to enter upon ISU-Meridian and to construct, at its own cost and expense, the Lessee Building as described in the Construction Documents. In addition to constructing the Lessee Building, LESSEE shall, at its own cost and expense, ensure that all other improvements, including parking areas, common lighting, and landscaping built by or on behalf of LESSEE on the Leased Premises, are in accordance with applicable Laws affecting the Leased Premises.
i. LESSEE shall comply with, and shall cause its contractors and subcontractors to comply with, all applicable Laws, including, without limitation, those Laws pertaining to licensing and permitting, public works, building construction, building codes, employment, and conditions and hours of employment.
j. All construction shall comply with the Declaration regarding staging areas, construction parking, and plans to ensure the safety of all faculty, staff, and students of ISU and the school district. Construction shall not materially and adversely interfere with the on-going business of ISU and the school district.
k. All defects, deficiencies, errors, and omissions associated with the construction, reconstruction, or repair of the Lessee Building rests solely upon LESSEE to the extent the same are not caused by the acts or omissions of ISU, its employees, contractors, agents, representatives or invitees, and all costs to correct the same shall be paid by LESSEE.
l. Once the work has begun, LESSEE shall, with reasonable diligence, prosecute to completion all construction of the Lessee Building, subject to conditions of Unavoidable Delay.
m. LESSEE shall provide to ISU a schedule of all on-site testing and inspections, including independent testing firms and government

agencies (e.g., soil compacting, concrete tests, etc.). LESSEE shall provide to ISU, within fifteen (15) business days of its receipt thereof, copies of the results of all said testings and inspections. LESSEE shall notify ISU of any significant deviations from the schedule. In the event of any finding by ISU that construction materials or workmanship are not in substantial accordance with the Plans, LESSEE shall immediately cease such unauthorized work and repair or replace such items.

n. If LESSEE shall not have completed the construction of the Lessee Building on the Leased Premises by the date that is thirty-six (36) months following the Effective Date (as the same may be extended by any Unavoidable Delay, the "**Date of Completion**") in accordance with the Construction Documents, unless caused by Unavoidable Delay, ISU has the option to, at its sole discretion and as its sole and exclusive remedy, with ten (10) days written notice, terminate this Ground Lease.
o. If construction is not completed because of Unavoidable Delay or because LESSEE has not obtained accreditation from COCA, the Parties shall work together to amend this Ground Lease, in writing, with a new Date of Completion.
p. During the term of this Ground Lease, LESSEE may, but shall not be obligated to, construct additions or make alterations to the Leased Premises. Notice of any Material Alterations shall be provided to ISU at least ninety (90) days prior to any solicitation of bids for construction of the Material Alteration. All Material Alterations shall be made in accordance with the terms of this Ground Lease and the applicable provisions of the Declaration and all costs shall be paid by LESSEE. No Material Alteration shall materially and adversely impair the ability of ISU to further develop ISU-Meridian. ISU may, at its reasonable discretion, disapprove any such Material Alteration. LESSEE shall have the right to make Minor Alterations to the Leased Premises and the Lessee Building in accordance with the applicable provisions of the Declaration without the prior written consent of ISU. "**Minor Alterations**" means any alterations, improvements or additions constructed by or on behalf of LESSEE that are not a Material Alteration.
q. During the term of this Ground Lease, LESSEE shall maintain and keep current accurate "as-built" drawings, which may include hand-drawn modifications to existing drawings.
r. Fee title to the Lessee Building, together with all additions, alterations, and improvements thereto, constructed on the Leased Premises, even though a part of the realty, shall be and remain in LESSEE name during the term of this Ground Lease.
s. LESSEE shall not purchase any property surrounding ISU-Meridian that would limit the future growth of ISU-Meridian unless the Parties agree

to such purchase in writing that is signed by the proper authority of each Party.

t. LESSEE shall defend, indemnify, and hold ISU and the State of Idaho harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and costs), liens, claims of lien, judgments, proceedings, and causes of action, arising out of or in any way connected with the construction of the Lessee Building, unless caused by the negligent or willful act or omission of ISU, its agents, contractors, or employees.

u. To the extent allowed by law, ISU shall defend, indemnify, and hold LESSEE harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and costs), liens, claims of lien, judgments, proceedings, and causes of action, arising out of or in any way connected with (i) ISU's breach of its obligations under the Declaration and/or this Ground Lease and/or (ii) the acts and omissions of ISU, its agents, contractors or employees, unless caused by the negligent or willful act or omission of LESSEE, its agents, contractors, or employees.

13. LESSEE's Insurance After Initial Construction. After the Lessee Building has been constructed and written notice of substantial completion is delivered to LESSEE and ISU, LESSEE shall, during the term of this Ground Lease and the subsequent renewal terms of this Ground Lease, if any, maintain through a responsible insurer(s) licensed to do business in Idaho, at LESSEE's sole expense, the following insurance coverages:

    a. Fire and extended coverage insurance in an amount equal to at least one hundred percent (100%) of the full replacement cost of the Lessee Building;
    b. Worker's compensation insurance for all employees and staff of LESSEE, insuring against claims under the Idaho Worker's Compensation Act; and
    c. Premises liability coverage in an amount of one million dollars ($1,000,000) per occurrence, two million aggregate with an additional insured endorsement in favor of ISU and the State of Idaho.
    d. The insurance policies shall not be subject to cancellation except upon at least thirty (30) days' prior written notice to ISU. If LESSEE fails to comply with any insurance requirements set forth in this Ground Lease, ISU may obtain insurance and keep it in effect, and upon demand, LESSEE shall pay ISU its actual, out of pocket cost of procuring such insurance.
    e. By requiring insurance herein, ISU does not represent that coverages and limits will necessarily be adequate to protect LESSEE. Such

coverage and limits shall not be deemed as a limitation on the LESSEE'S liabilities under any of the indemnities granted in the Ground Lease.

14. Repairs/Maintenance/Security. Except for any maintenance or repair obligations of ISU under the Declaration, LESSEE shall have sole responsibility to maintain or caused to be maintained the Lessee Building and all improvements within the Leased Premises in good and clean condition and repair, ordinary wear and tear excepted, said maintenance to include, without limitation, the following:
    a. Maintaining all exterior site improvements, including fences and gates;
    b. Maintaining, repairing, resurfacing, and restriping, when reasonably necessary, in accordance with the Declaration, all paved surfaces in a level, smooth, and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all material respects be equal or superior in quality, use, and durability;
    c. Maintaining, repairing, and replacing general building structure and related equipment (interior and exterior), including tuck-pointing, painting and caulking as reasonably needed, as determined by LESSEE;
    d. Removing substantially all snow, papers, debris, filth, and refuse, and reasonably sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
    e. Operating, maintaining, repairing, and replacing, when necessary, as reasonably determined by LESSEE, the heating, cooling, and air handling systems and related equipment, including filter replacement, routine service, and monitoring air quality and comfort standards;
    f. Operating, maintaining, repairing, and replacing, when necessary, as reasonably determined by LESSEE, electrical systems and related equipment;
    g. Sewer and plumbing systems and related equipment shall be maintained in a safe, sanitary, and functional condition. Stacks, vents, and lines shall be kept substantially free from obstructions, leaks, and defects. The water supply shall be maintained substantially free from contamination;
    h. Operating, maintaining, repairing, and replacing, when necessary, as reasonably determined by LESSEE, the roof, flashing, gutters, and drains.
    i. Operating, maintaining, repairing, and replacing, when necessary, such exterior lighting facilities as shall be reasonably required, as reasonably determined by LESSEE, plus seasonal adjustment of timers. Exterior lighting shall include landscaped areas, parking areas, building exterior lights, walkways, and delivery areas;
    j. Maintaining, repairing, and replacing, when necessary, as reasonably

determined by LESSEE, all directional signs, markers, and lines;

k. Operating, maintaining, repairing, and replacing, when necessary, as reasonably determined by LESSEE, fire sprinkler system, including fire extinguishers and smoke detectors;
l. Maintaining all landscaped areas, and maintaining, repairing, and replacing, when necessary, as reasonably determined by LESSEE, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as necessary, as reasonably determined by LESSEE;
m. All maintenance and service of equipment shall be performed by a licensed firm. LESSEE shall use commercially reasonable efforts to endeavor that all maintenance and service providers shall comply with OSHA requirements, including wearing of protective clothing and following MSDS procedures.
n. The LESSEE shall provide re-certification of life safety equipment including, without limitation, the building fire detection and fire suppression systems in accordance with applicable Laws. Additionally the LESSEE shall have elevators inspected by a licensed provider as required by applicable Laws. If requested by ISU, copies of each re-certification shall be provided to the ISU within thirty (30) days of such applicable written request.
o. Maintaining, repairing, and replacing, when necessary, all storm drains, sewers, and other utility lines and facilities located on the Leased Premises and not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the Lessee Building;
p. Employing security personnel as deemed appropriate by LESSEE.

Notwithstanding the foregoing, ISU, at ISU's sole cost and expense, covenants and agrees to perform its obligations under the Declaration. ISU hereby acknowledges and agrees that in no event shall LESSEE be responsible for any fees, charges, expenses, or assessments under the Declaration and that ISU shall pay for the same as required by the Declaration.

15. Maintenance Plan, Maintenance Records and Inspections. LESSEE acknowledges and agrees to prepare and implement, during the term of this Ground Lease and to the extent the same is required by applicable Laws, a preventative maintenance and service program for the interior and exterior of the Lessee Building (the "**Maintenance Plan**"), which Maintenance Plan shall be acceptable to LESSEE's investors and lenders. The Parties agree to meet periodically, at a minimum, annually, to review this Ground Lease, and any property and maintenance issues. LESSEE shall deliver a copy of the Maintenance Plan to ISU at this meeting. The Maintenance Plan may cover, as required by applicable

Laws, the inspection, service and repair of the Lessee Building, including, without limitation, the following:

a. The heating and cooling system, including safety devices, water treatment, lubrication, alignment, gaskets, calibration, filter replacement, cleaning, adjustments, coil cleaning, damper cleaning and adjustment, and pressure readings.

b. The plumbing systems, including water quality, running water, leaks, drains, cleanliness, and roof drains. Ground depressions over sewer lines shall be repaired immediately.

c. The electrical systems, including monthly amp draws or bi-annual infrared scanning of electrical system to detect any overload conditions and monthly exterior lighting inspection in the evenings. A schedule of timer adjustments shall be established to account for seasonal changes.

d. The roof, including monthly assessment of conditions, in addition to special inspections after snow, hail, or heavy winds. Inspections to watch traffic patterns of maintenance/service people on roof, to alleviate standing moisture, blisters, debris on roof, leaks, loose flashings, gutters and downspouts and to check to see if roof equipment is securely fastened and clean. Roof drains shall be cleaned on a reasonable basis. Repairs shall be made in accordance with roof warranty provisions.

e. The paved areas, to correct any ponding, sprinkler run-off, pothole issues. If pavement issues are a concern in dumpster or delivery areas, concrete pads shall be considered. Routine maintenance of asphalt such as crack filling, re-sealing, and re-striping shall be completed as reasonably necessary, as determined by LESSEE.

f. The fire safety system, to recharge all fire extinguishers, test fire alarms and pull boxes as required by applicable Laws. A fire sprinkler firm must perform a testing of the fire sprinkler system as required by applicable Laws.

g. All doors, including the adjustment of door closers.

h. Projection of timing of carpeting, flooring, and furniture, fixtures, and equipment replacement, in addition to future capital improvement projects. Exterior building joints, glazing and caulking windows, mildew, trip hazards, overhead door adjustment, and lubrication.

i. The fencing and gates.

j. Performance of any touch-up painting, especially on bare wood and exposed metals.

k. Recommendations to increase building efficiency by decreasing utility consumption or by implementing additional energy management procedures.

l. An inspection shall also be made of all electric motors, transmission and drive systems, laboratory equipment, and water consuming systems as required by applicable Laws.

m. Maintenance of warranty records and established service schedules that substantially comply with warranty and manufacturer's guidelines. LESSEE shall use commercially reasonable efforts to keep all instruction manuals for all installed equipment, including maintenance guides and parts lists. LESSEE shall maintain and keep current all plans and specifications.

n. LESSEE will schedule inspections of the Lessee Building during the term of the Ground Lease as required by applicable Laws.

j. The building authority having jurisdiction and the Idaho State Fire Marshal shall inspect the Lessee Building as required by applicable Laws. The LESSEE shall provide copies of each inspection report to ISU within thirty (30) days of inspection date. LESSEE shall comply promptly with any actions required by these entities.

16. Failure to Repair, Maintain or Service. In the event that the LESSEE shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the LESSEE under this Ground Lease, ISU shall give LESSEE reasonable notice and time to cure and, failing such cure, ISU may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and recover such reasonable sums expended directly from the LESSEE upon presentation of an invoice. ISU's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Ground Lease, at law or in equity.

17. Utilities. LESSEE hereby covenants and agrees to pay all charges for heat, light, gas, telephone, trash service, telecommunications services, water, and sewer, and for all other public or private utilities which shall be used in or charged against the Lessee Building during the term of this Ground Lease, including any hookup or installation charges, whether or not the same constitute liens.

18. Destruction of Leased Premises or Lessee Building.

a. In the event the Leased Premises or the Lessee Building shall be damaged or destroyed during the term of this Ground Lease by fire or any other casualty, LESSEE may, at LESSEE's sole option, elect to

continue this Ground Lease in effect and shall cause the damaged portion of the Leased Premises or Lessee Building to be repaired and restored to substantially the same condition which existed before any fire or other casualty. Should LESSEE exercise its option to continue this Ground Lease and to restore the Leased Premises or Lessee Building, LESSEE shall be entitled to apply all or any portion of insurance proceeds owed to it toward repair and restoration of the Leased Premises or the Lessee Building and shall proceed with due diligence to restore and reconstruct the Leased Premises and LESSEE Building.

b. In the event LESSEE doesn't exercise its option to continue this Ground Lease upon the occurrence of damage to or destruction of the Leased Premises or Lessee Building by fire or other casualty, then LESSEE may, at LESSEE's sole option, declare this Ground Lease terminated. In such event, all obligations to perform the covenants of this Ground Lease shall terminate, and all insurance proceeds payable with respect to such loss shall be applied first to the cost, in an amount not to exceed $500,000, of demolition of the remaining improvements and restoration of the real property to substantially the same condition existing as of the commencement of this Ground Lease, with the balance of insurance proceeds, if any, to be paid to LESSEE and/or its lenders.

19. Eminent Domain.

a. If the entire Leased Premises or Lessee Building shall be taken by condemnation or right of eminent domain, or conveyed in lieu thereof, or, in the event such portion of the Leased Premises or such portion of the Lessee Building shall be so taken or conveyed that prohibits or substantially impairs LESSEE's use, LESSEE shall give notice to such effect, then, in either or such events, this Ground Lease shall be terminated as of the date possession of the property is taken by the condemning authority.

b. However, if a portion of the Leased Premises is taken by condemnation or right of eminent domain, or conveyed in lieu thereof, and this Ground Lease is not terminated by LESSEE as set forth in Section 19(a) above, this Ground Lease shall remain in effect. In the event a partial taking occurs and this Ground Lease is not terminated by LESSEE as set forth in Section 19(a) above, LESSEE shall make such alterations or repairs, at LESSEE's own cost and expense or from any insurance proceeds, as applicable, as are necessary to make the Leased Premises or Lessee Building usable by LESSEE.

c. LESSEE shall be entitled to LESSEE's part of any award and payment for

the taking by condemnation or right of eminent domain or conveyance in lieu thereof of the Leased Premises or Lessee Building. ISU shall be entitled to ISU's remainderman interest of any award and payment for the taking of the Leased Premises or Lessee Building by condemnation or right of eminent domain or conveyance in lieu thereof to the extent the same does not diminish LESSEE's award. LESSEE shall be entitled to make a claim to the condemning authority for a separate award for damage to LESSEE's Building and interest, including, without limitation, any relocation expense.

d. Nothing contained herein shall prevent ISU and LESSEE from prosecuting claims in any condemnation proceedings, or filing a collateral claim or action if such Party is not named as a Party in the proceeding, for the value of all of their respective interests, provided, however, in no event shall ISU's claim reduce the proceeds or award due and owing LESSEE.

20. LESSEE's Assignment or Transfer of Interest. LESSEE shall not assign or sublease its interest in this Ground Lease without the prior written approval of ISU, which consent and approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee shall have the right, without ISU's prior consent,
(i) to assign the Lease to any Affiliate (as defined below) of LESSEE or (ii) to mortgage or collaterally assign its leasehold interest and its interest in the Lessee Building and other improvements constructed on the Leased Premises (each, a "**Permitted Transfer**"). For the purposes of this Section 20, an "Affiliate" shall be any entity that (a) is controlled by, controlling or under common control of LESSEE and (ii) has a reasonable amount of experience and knowledge in operating a business for the Permitted Use. Except for a Permitted Transfer, the factors to be considered by ISU in granting or withholding its consent and approval to the proposed assignment or sublease are limited to (i) the assignee's or sublessee's financial condition; and (ii) a determination of whether the assignee's or sublessee's proposed use is consistent with the restrictions of Section 5 of this Ground Lease. LESSEE shall bear the burden and expense of establishing that the proposed assignee or sublessee satisfies the foregoing criteria.

21. Liens. LESSEE shall not permit any mechanic's, materialmen's, or other lien, encumbrances, consensual liens, to attach to the Lessee Building, Leased Premises, or ISU-Meridian. In the event that any such mechanic's, materialmen's, or other liens are filed against the Leased Premises, the Lessee Building, or ISU-Meridian by reason of actions of LESSEE, LESSEE shall cause all such liens to be discharged by payment, bond, or otherwise within sixty (60)

days after LESSEE has knowledge of or receives written notice of the filing of such liens or security interests. LESSEE shall defend, indemnify, and hold ISU and the State of Idaho harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and costs), liens, claims of lien, judgments, proceedings, and causes of action, arising out of or in any way connected with the construction of the Lessee Building, unless caused by the negligent or willful act or omission of ISU, its agents, contractors, or employees.

22. Telephone. LESSEE shall be responsible for the installation, alterations, repair, or maintenance of all telephone and telephone systems, and all other telecommunication systems, including wiring, to the Lessee Building.

23. Exterior Signs. LESSEE may install upon the exterior of the Lessee Building or the grounds surrounding the Lessee Building, such signs and displays as LESSEE shall deem advisable; provided, all such signs and displays shall be in compliance with all applicable laws, rules, covenants, and regulations and shall be subject to the prior written approval by ISU. Signage cannot unduly impact or diminish the image and/or visibility of the ISU-Meridian Health Center. LESSEE should provide all graphic presentations, shop drawings, and final signage design for ISU's approval. The signs or displays shall be limited to designating the Lessee Building name and parking and traffic control signs.

24. Taxes and Assessments.
    a. LESSEE shall, if necessary and as required by applicable Laws, pay any personal property taxes which may be assessed, if any local taxing authority may assert such authority. It is the understanding of the Parties hereto that ad valorem real property taxes and other assessments levied and assessed against the Leased Premises or Lessee Building shall not be payable, due to the ownership interest of ISU in the Leased Premises. However, if for any reason any type of real estate taxes are levied against the Leased Premises or Lessee Building, LESSEE shall reimburse ISU the amount of any real estate taxes so levied and assessed. Any reimbursement due ISU hereunder shall be paid within thirty (30) days after delivery to LESSEE of copies of the tax bills evidencing the assessment of such taxes reimbursable under this Section 24. ISU agrees to pay, when due, before delinquency, directly to the tax collecting authority, all taxes and assessments levied and assessed against the Leased Premises. In the event ISU fails to pay such taxes and assessments when due, LESSEE shall have the right, but not the obligation, to pay the same directly to the taxing authority.
    b. In the event ad valorem real property taxes are levied and assessed

against the Leased Premises or Lessee Building, LESSEE, at LESSEE's expense, shall have the right to contest the amount or validity of all or any part of the ad valorem real property taxes and assessments required to be paid by ISU hereunder; provided, however, LESSEE shall indemnify ISU against any loss or liability by reason of such contest. Notwithstanding such a contest, all taxes otherwise due and payable to ISU by LESSEE shall be paid within thirty (30) days of written demand, but any refund thereof by the taxing authority shall be the property of LESSEE. ISU and LESSEE agree to assist each other as may be reasonably necessary in any contest of ad valorem real property taxes and assessments.

c. LESSEE shall be required to reimburse ISU within thirty (30) days of written demand for any and all taxes and other charges payable by ISU to any governmental entity (other than income, capital levy, estate, succession, inheritance or transfer taxes or similar tax of ISU) whether or not now customarily paid or within the contemplation of the Parties hereto, by reason of or measured by any and all taxes levied or assessed and which become payable during the term of this Ground Lease upon any of LESSEE's property or LESSEE's income derived from the Leased Premises. The Parties acknowledge and agree that ISU shall be responsible for any and all income, profits or revenue tax, assessment or charge imposed upon the rent or other benefit received by ISU under this Ground Lease.

25. Compliance With Laws and Regulations.

a. LESSEE shall, at its own cost and expense, promptly comply with, or cause to be complied with, all Laws, whether or not the same require structural repairs or alterations, which may be applicable to LESSEE, the Leased Premises or the Lessee Building or the use of or manner of use of the Leased Premises or the Lessee Building. This provision specifically includes LESSEE's obligation to comply with all statutes, rules, and regulations regarding the handling, storage, and disposal of any hazards or regulated substance used by LESSEE on the Leased Premises. LESSEE shall also observe and comply with the requirements of all policies and arrangements of insurance that LESSEE is required to carry under this Ground Lease.

b. LESSEE shall defend, indemnify, and hold ISU and the State of Idaho harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and costs), judgments, proceedings, and causes of action, arising out of or in any way connected with the failure to comply with applicable Laws, unless the same is caused by the negligence or willful acts or omissions of ISU, its

employees, agents, contractors or representatives.

26. Hazardous Materials.

a. LESSEE shall not accumulate, use, or store on the Leased Premises, Hazardous Substances or materials classified as hazardous, biomedical, or toxic waste, except in compliance with all applicable Laws. LESSEE shall comply with any lawful order by an entity reposed with authority to regulate the use, accumulation, storage, or disposal of a Hazardous Substance.

b. LESSEE will comply with all reporting requirements and applicable Laws for Hazardous Substances. LESSEE will provide copies of applicable MSDS sheets to ISU and the Meridian Fire Department. LESSEE shall work with ISU, the Meridian Fire Department, and any other local emergency planners on appropriate response planning.

c. LESSEE agrees to indemnify and hold harmless ISU and the State of Idaho, its agents, employees, contractors, experts, licensees, and affiliates from any and all environmental claims, damages, fines, judgments, penalties, costs, liabilities, or losses, including, without limitation, any and all sums paid for settlement of claims, court costs, attorney's fees, consultant fees, and expert fees, arising during or after the term of this Ground Lease from or in connection with the presence or suspected presence of Hazardous Substances in or on the Leased Premises, unless the Hazardous Substances are present as a result of the negligence, willful misconduct, or other acts of ISU, its agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, local agency, or political subdivision.

d. To the extent allowed by law, ISU shall indemnify, protect, defend and hold LESSEE harmless from and against any and all orders, penalties, fines, administrative actions, or other proceedings (collectively, a "**Compliance Obligation**") commenced by any governmental agency including, without limitation, the United States Environmental Protection Agency, as a result of the existence of any environmental condition in violation of an environmental law that (i) exists as of the Effective Date, on, under or at the Leased Premises or (ii) results from ISU or ISU's agents, contractors or employees releasing, generating, or disposing of any Hazardous Substances in, on, or about the Leased Premises in violation of any environment laws, except to the extent that such environmental condition is caused or aggravated by the act or omission of LESSEE, its agents, contractors, servants, employees,

customers or invitees.

27. Zoning and Building Restrictions. It is understood and agreed that this Ground Lease is subject to all applicable zoning ordinances and restrictions and all limitations of record and is subject to any and all easements for public utilities which are of record. If there are any such restrictions which make construction of the Lessee Building unfeasible in the opinion of the Parties, the Parties may mutually terminate this Ground Lease. All construction, parking, or signage shall conform to any applicable zoning or building regulations.

28. Waste and Nuisance Prohibited. LESSEE shall not commit or suffer to be committed any waste or any nuisance on the Leased Premises or on the remainder of ISU-Meridian.

29. Waiver of ISU's Lien. ISU hereby waives any lien on LESSEE's personal property, including, without limitation, any furniture, furnishings or equipment on the Leased Premises, whether granted by statute or otherwise.

30. Mortgage Financing.
    a. Leasehold Mortgages and Encumbrances; Leased Fixtures. LESSEE shall have the right, without the consent of ISU, to mortgage, collaterally assign or otherwise encumber any interest that LESSEE has in this Lease, the Building or any other improvements on the Leased Premises, including, without limitation, its leasehold interest or any part thereof, as collateral security for financing, provided that (i) LESSEE shall remain liable for performance of all of its obligations under this Ground Lease, and (ii) any financing obtained by LESSEE for the Lessee Building and/or any other improvements may not, without the written consent of ISU, which consent shall not be unreasonably withheld, conditioned or delayed, exceed the value of the Lessee Building and other improvements at the time such financing is obtained, or the term of this Ground Lease. Notwithstanding the foregoing, any Mortgage shall only be upon LESSEE's leasehold estate hereunder and LESSEE's interest in this Ground Lease, the Building and any improvements and shall not encumber ISU's fee simple title to ISU-Meridian.

       The term "**mortgage**", when used in this Section, shall include, without limitation, leasehold mortgages and deeds of trust; the term "**mortgagee**" shall include, without limitation, a mortgagee under a mortgage or the trustee or beneficiary of a deed of trust, but only those whose names and addresses have been furnished in writing to ISU; and the term "**foreclosure**" shall include, without limitation, judicial or non-

judicial foreclosure, sale upon default under nonjudicial powers of sale, and conveyances or assignments in lieu of foreclosure. Provided that ISU shall have been furnished with a true and correct copy of the mortgage (and any and all amendments or modifications thereto) meeting the requirements of this Section 30(b), the name and address of the mortgagee, and the date of recording of the mortgage, until ISU receives notice that the mortgage has been satisfied or released, the following provisions shall apply.

(i) Upon and during the occurrence of any LESSEE default under any mortgage past the applicable notice and cure period, ISU may, in its sole discretion, within ninety (90) days of receipt of a notice of mortgage default from the mortgagee, take whatever action is necessary to cure the LESSEE's default, or undertake, in good faith, to cure the default if the default is not of a nature as can be cured within ninety (90) days, with like effect as if LESSEE had cured or undertaken cure of the default. LESSEE shall indemnify ISU for all actual, out-of-pocket costs and expenses incurred in curing the default.

(ii) No Termination By Reason of Sale, Foreclosure or Surrender. So long as the mortgagee pays all rent due and otherwise complies with LESSEE's obligations under this Ground Lease in accordance with the terms and conditions to cure any default contained in this paragraph including payment of any rent due and owing by LESSEE, this Ground Lease shall not be subject to termination by ISU by reason of foreclosure or by resort to any remedy for default under or pursuant to a mortgage. No sale or transfer of the Leased Premises or ISU's interest in this Ground Lease, or any portion thereof, to the LESSEE and no purchase or other acquisition of this Ground Lease, or any interest herein or in the Lessee Building and improvements, by ISU, shall terminate this Ground Lease by merger or otherwise and this Ground Lease shall continue in full force and effect notwithstanding any such transfers so long as any mortgage encumbers the LESSEE's leasehold interest. Except with respect to provisions of this Ground Lease not material to the security of any mortgagee, this Ground Lease may not be amended or any provision of this Ground Lease waived by ISU or the LESSEE without the prior written consent of each mortgagee and any such amendment or waiver made without the prior written consent of each mortgagee may be declared void and of no force or effect by the mortgagee. Consent to amendment or waiver may only be withheld by such mortgagee if such amendment or waiver would impair its security interest.

(iii) No Voluntary Cancellation. So long as a mortgage is in effect, ISU shall not accept a surrender, cancellation or other voluntary termination of this Ground Lease by the LESSEE without the prior written consent of all mortgagees of record, unless upon such surrender or cancellation ISU expressly assumes the LESSEE's obligations under such mortgages or, if such termination is on account of a default by the LESSEE of the Ground Lease hereunder, and ISU has given each mortgagee of record the opportunity to exercise its rights as provided in this Section 30.

(iv) Right of Mortgagee on Default. No act or failure to act on the part of the LESSEE which would entitle ISU under the terms of this Ground Lease, or by law, to be relieved of ISU's obligations hereunder or to terminate this Ground Lease, shall result in a release or termination of such obligations or a termination of this Ground Lease as to any mortgagee unless:

(A) Notice. ISU shall have first given written notice of the LESSEE's act or failure to act to each such mortgagee, specifying the act or failure to act on the part of the LESSEE to the address of the mortgagee last supplied to ISU by such mortgagee; and

(B) No Cure. Such mortgagee, after receipt of such notice (i) has failed or refused to correct or cure the condition complained of within the time permitted the LESSEE hereunder, plus an additional thirty (30) days thereafter in the case of default consisting solely of a failure to pay a sum of money due from the LESSEE to ISU, or required to be paid by the LESSEE under this Ground Lease; (ii) in the case of any other default by the LESSEE hereunder, other than an Uncurable Default (as defined below) has failed or refused to correct or cure the condition complained of within the time permitted by the Ground Lease plus and additional thirty (30) days; or (iii) has failed, in the case of a default by LESSEE which by its nature cannot be cured or corrected by mortgagee (an "**Uncurable Default**"), including, without limitation, LESSEE's bankruptcy or insolvency, to lawfully assume possession of the Leased Premises within a reasonable time (as defined below).

As used in subsection (B) above, "**reasonable time**" means and includes the time necessary, using reasonable diligence, to obtain possession of the leasehold interest, including, without limitation, possession of the Lessee Building, in the manner required by law under the mortgage, if the mortgagee, by written notice to ISU

within thirty (30) days after receipt of ISU's notice to mortgagee, elects to do so, but no more than sixty (60) days after such written notice to ISU unless the mortgagee may be prevented from foreclosing and/or obtaining possession as a result of bankruptcy proceedings or other proceedings initiated by the LESSEE or its creditors), and, as used in subsection (B) above, also means and includes such time as is necessary to correct or cure the condition using reasonable diligence.

(v) Mortgagee Succeeds to LESSEE's Interest; Liability of Mortgagee Limited. Upon any lawful assumption of possession of the LESSEE's leasehold interest or the acquisition of LESSEE's interest in the Lessee Building, such mortgagee shall have all of the rights of the LESSEE and the duty to perform all of the LESSEE's obligations hereunder accruing thereafter, but only for so long as it holds such possession of the leasehold interest or LESSEE's interest in the Building.

Provided, however, to the extent that a mortgagee elects to undertake any cure pursuant hereto, such mortgagee shall act with reasonable diligence in accordance with the terms and conditions herein specified. Any timely actions by a mortgagee to cure a default of the LESSEE shall be accepted by ISU as if performed by the LESSEE.

(vi) Assignment And Assumption After Foreclosure. Any purchaser at a foreclosure sale other than a mortgagee shall assume all of the obligations of the LESSEE hereunder and shall have no right in respect of the Lessee Building and the Leased Premises unless the purchaser so assumes and delivers within ten (10) days of the sale (or order approving the sale, in the event such order is required by law) an instrument of assumption in recordable form assuming all of the LESSEE's obligations hereunder.

(vii) Enforcement Rights. Any mortgagee shall be entitled to enforce the provisions of this Section 30(a) in its own name as a third party beneficiary.

(viii) Notice by ISU. Any mortgagee shall be entitled to all of the rights and benefits of this Section including the right to receive any notices required to be given by ISU under this Section. ISU shall mail or deliver to such mortgagee a copy of any and all written notices which ISU may from time to time give to or serve upon the LESSEE under and pursuant to the terms and provisions of this Ground Lease pertaining to a default by the LESSEE hereunder. All notices and copies of notices required to be served pursuant to

this Section shall be delivered to the address of the mortgagee last supplied to ISU by such mortgagee.

(ix) Legal Proceedings. ISU shall give each mortgagee prompt notice of any legal proceedings between ISU and LESSEE involving obligations under this Ground Lease. Each mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and ISU and LESSEE shall consent to such intervention. If any mortgagee shall not elect to intervene or become a party to any such proceedings, ISU shall give the mortgagee notice of, and a copy of, any award or decision made in any such proceedings, which shall be binding on all mortgagees not intervening after receipt of notice of proceedings.

(b) Cooperation for Mortgagee Protection. ISU and LESSEE shall cooperate in including in this Ground Lease by suitable amendment from time to time any provision which may reasonably be requested by the proposed leasehold mortgagee for the purpose of implementing the mortgagee protection provisions contained in this Ground Lease and allowing such mortgagee reasonable means to protect or preserve the lien of this leasehold mortgage on the occurrence of a default under the terms of this Ground Lease. ISU and LESSEE each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Ground Lease, subordinate ISU's fee interest to the ISU-Meridian to the mortgagee nor otherwise in any material respect adversely affect any rights of ISU under this Ground Lease.

31. Remedies and Forbearance/Waivers. No delay or omission on the part of ISU or LESSEE 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.

This Ground Lease shall not be construed as obligating the State of Idaho to make future appropriations for the performance of any obligations under this Ground Lease. In the event that appropriated funds are not legally available and ISU no longer possesses the property at ISU-Meridian, then the new owner of the fee simple shall have all the rights of ISU under this Ground Lease as well as the duty to perform all of ISU's obligations accruing thereafter.

32. Disposition of Lessee Building Upon Lease Termination. The Lessee Building and all alterations, improvements, changes, or additions made in or to such Leased

Premises shall be the property of LESSEE subject to the terms of this Ground Lease. Upon termination or expiration of this Ground Lease, ISU shall have the option of requiring LESSEE, at LESSEE's sole expense, to remove any or all of the Lessee Building and/or improvements to the Leased Premises or require that the Lessee Building and/or improvements shall remain in place. LESSEE shall have up to one hundred eighty (180) days after the expiration of this Ground Lease in which to remove improvements if requested by ISU in writing. After expiration of this Ground Lease, LESSEE shall have the right to occupy the Leased Premises for the sole purpose of removing the improvements and such occupancy shall not be considered holding over nor shall rent be due for such period of removal of improvements. In the event ISU elects to require Lessee's Building and/or improvements to remain in place, the Lessee Building and any other structures, improvements, and installations, which have been placed upon the Leased Premises, shall be deemed to be a part of the Leased Premises, and a copy of all Construction Documents and instruments, including all "as-built" plans shall be delivered to ISU and title to the Lessee Building shall be vested with the State of Idaho.

33. Termination and Removal of Property. Upon termination of this Ground Lease, all trade fixtures, equipment, and personal property (**"LESSEE Property"**) installed in or affixed to the Leased Premises may be removed by LESSEE. LESSEE shall be responsible for the reasonable repair of damage caused to the Leased Premises by removal of any such property. If LESSEE elects to remove such LESSEE Property, it must remove the LESSEE Property no later than ninety (90) days after termination of this Ground Lease. In the event LESSEE fails to remove the LESSEE Property within the allowed ninety (90) days, the LESSEE Property shall then belong to ISU. If ISU elects to have the Lessee Property removed, the costs of removal shall be borne by LESSEE.

34. Disputes and Remedies. ISU and LESSEE agree that all claims for default or breach of this Ground Lease or other dispute of the Parties hereto shall first be submitted to nonbinding mediation. The Parties agree that such mediation may be requested by either Party and shall be conducted by the American Arbitration Association in accordance with Commercial Arbitration Rules of the American Arbitration Association. This agreement to mediate shall be specifically enforceable by either Party under Idaho law. The Parties hereto shall share equally the costs for any mediation. Such mediation shall commence within fourteen (14) days of demand to the American Arbitration Association.

35. Default.
    a. Default by LESSEE. In the event of any breach of this Ground Lease by LESSEE, ISU shall have all rights and remedies provided by law or

statute, subject to Section 35 herein. LESSEE shall not be deemed to be in default hereunder unless ISU shall first give to LESSEE thirty (30) days' written notice of such default and LESSEE fails to cure such default within such thirty (30) day calendar day period, or if the default is of such a nature that it cannot be cured within thirty (30) days, LESSEE fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence. In the event of a default or breach of this Ground Lease by ISU, LESSEE shall have all rights and remedies provided by law or statute, subject to Section 35 herein. No remedy herein conferred upon or reserved to ISU or LESSEE shall exclude any other remedy, but each shall be cumulative.

b. Default by ISU. Failure of ISU to perform any of its obligations hereunder shall be a default by ISU thirty (30) days after written notice from LESSEE of such failure without cure by ISU. Nonappropriation of funds pursuant to Section 31.a. shall not be considered a default. Upon default, LESSEE shall have the right to enforce ISU's obligations by specific performance or obtain injunctive relief related to the default.

36. Warranty. ISU warrants that it has the power and authority to enter into this Ground Lease, subject to the existing laws and constitutional provisions of the State of Idaho, and that no consents not already obtained are required. LESSEE warrants it has the power and authority to enter into this Ground Lease, and further warrants that following the date that LESSEE obtains a construction loan to construct the LESSEE Building, it shall have the funds necessary to complete the construction of the Lessee Building in accordance with the terms of this Ground Lease.

37. Quiet Enjoyment. So long as LESSEE pays its rent when due under this Ground Lease and observes all other provisions of this Ground Lease, ISU shall not interfere with the peaceful and quiet enjoyment of the Leased Premises by LESSEE.

38. Memorandum of Ground Lease. This Ground Lease shall not be recorded; however, it is mutually agreed that the Parties, upon request by any one Party, will execute a written Memorandum of Ground Lease, a form of which is attached hereto as Exhibit G, acknowledging the tenancy hereby created, which shall be recorded in the official records of Ada County, Idaho.

39. Attorney Fees and Costs. In the event that either Party to this Ground Lease shall enforce any of the provisions hereof in any action at law or in equity, the

prevailing Party in such litigation may be entitled to recover from the other Party all costs and expenses incurred therein, including reasonable attorney's fees and all such fees and costs on appeal.

40. Integration. This Ground Lease embodies the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Ground Lease shall not be modified except in writing signed by all Parties. In the event of any inconsistency among the terms and provisions of this Ground Lease to those of the CAA, the terms and provisions of this Ground Lease shall control.

41. Rules of Construction. In the event any conflict may be found to exist between this Ground Lease and any of the documents attached as exhibits hereto and incorporated herein by reference, including any written modifications to any of the documents that are signed by the Parties, then the provisions of this Ground Lease shall take precedence over the exhibits which shall at all times be subservient to this Ground Lease. This Ground Lease and all exhibits and any modifications have been negotiated by ISU and LESSEE, and as such, any ambiguity should be construed as if each Party was the drafter.

42. Execution of Documents. The Parties agree that they shall sign or cause to be signed, all documents necessary to the effectuation of this Ground Lease or any of the provisions herein as may be required from time to time.

43. Notices. Any notice under this Ground Lease shall be in writing and be delivered in person or by public or private courier service, including U.S. Postal Service Express Mail, by registered or certified mail, or by facsimile. Any notice given by registered or certified mail shall be sent with return receipt requested. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing.

ISU:	President Arthur C. Vailas Idaho State University 921 So. 8th Ave, Stop 8310 Pocatello, ID 83209	LESSEE: Daniel C. Burrell, Manager Idaho College of Medicine 401 Paseo de Peralta Santa Fe, NM 87501

Any notice shall be deemed to have been given on (i) actual delivery or refusal; (ii) the day of mailing, if delivery is by regular, registered, or certified mail; or (iii) the day facsimile delivery is verified. A copy of any notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Statewide Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either ISU or LESSEE, the Parties agree to notify each

other in writing within ten (10) days of the date of any such change.

44. Waiver of Subrogation. ISU and LESSEE each hereby release each other from any and all liability to the other or to anyone claiming by, through, or under them by way of subrogation or otherwise for any loss or damage to property or person caused by (i) any existing or future condition, defect, or matter in or about the Leased Premises, (ii) fire or any other casualty even if such fire or other casualty shall have been caused by the willful or negligent act or omission of the other Party or anyone for whom such Party may be responsible, or (iii) any act or neglect of the applicable Party.

45. Effectiveness Condition.

    a. Effectiveness Condition. Notwithstanding anything in this Ground Lease to the contrary, the effectiveness of this Ground Lease is expressly conditioned on the satisfaction of the following condition (the "**Effectiveness Condition**"):

        i. The School District (as defined in the Declaration) providing its written approval to the terms and conditions of this Ground Lease in accordance with the terms of the Declaration, including without limitation, approval of the construction of the Lessee Building and other improvements on the Leased Premises.

    b. Failure of Effectiveness Condition. If the Effectiveness Condition set forth in this Section 45 has not been satisfied on or before the date that is ninety (90) days following the Effective Date, then this Ground Lease shall terminate and be of no further force or effect.

    c. Satisfaction of Effectiveness Condition. Once the Effectiveness Condition set forth in this Section 45 has been satisfied, then ISU shall notify LESSEE that such Effectiveness Condition has been satisfied and this Section 45 shall be null and void and of no further force or effect.

46. Binding Effect, Heirs, and Successors. This Ground Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties, subject to the provisions herein relating to assignments.

47. Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable according to the law, the validity, legality, or enforceability of the remaining provisions and the application thereof shall not in any way be affected or impaired.

48. Headings. Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Ground Lease.

49. Counterparts. This Ground 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.

50. Time of the Essence. Time is of the essence of this Ground Lease and of each and every covenant, term, condition, and provision hereof.

51. Use of Names and Relationship. Nothing contained herein shall give LESSEE the right to the use of the name of ISU or make any statement which could be construed as an affiliation therewith, unless specifically prescribed in other agreements between the Parties. The relationship created by this Ground Lease is one of lessor and lessee.

52. Negation of Partnership. ISU shall not become or be deemed a partner or a joint venture with LESSEE by reason of any of the provisions of this Ground Lease, and the Parties expressly negate any such intention.

53. Governing Law. This Ground Lease and any amendments thereto shall be governed by the laws of the State of Idaho.

(signature page follows on next page)

IN WITNESS WHEREOF, ISU and LESSEE hereto have executed this Ground Lease as of the Effective Date.

IDAHO STATE UNIVERSITY

BY: _____
Arthur C. Vailas, President

DATE: 8/23/16

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE

BY: _____
Daniel C. Burrell, Manager

DATE: 9/15/16

Consent to Lease granted by:
BOARD OF TRUSTEES AND STATE BOARD OF EDUCATION OF IDAHO STATE UNIVERSITY

BY: _____
Emma Atchley, President

DATE: 9/14/16

DIVISION OF PUBLIC WORKS, DEPARTMENT OF ADMINISTRATION

BY: _____
Linda Miller, Leasing Manager

DATE: 9/12/2016

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EXHIBIT A

ISU-Meridian Legal Description

Lot 2 in Block 1 of Joint No. 2 Subdivision Phase 1, according to the official plat thereof, filed in Book 99 of Plats at Page(s) 12828, through 12830, records of Ada County, Idaho.

EXHIBIT B

Collaborative Affiliation Agreement

(attached)

EXHIBIT C

Master Declaration Agreement and Joint Operations and Maintenance Agreement

(attached)

EXHIBIT D

Leased Premises

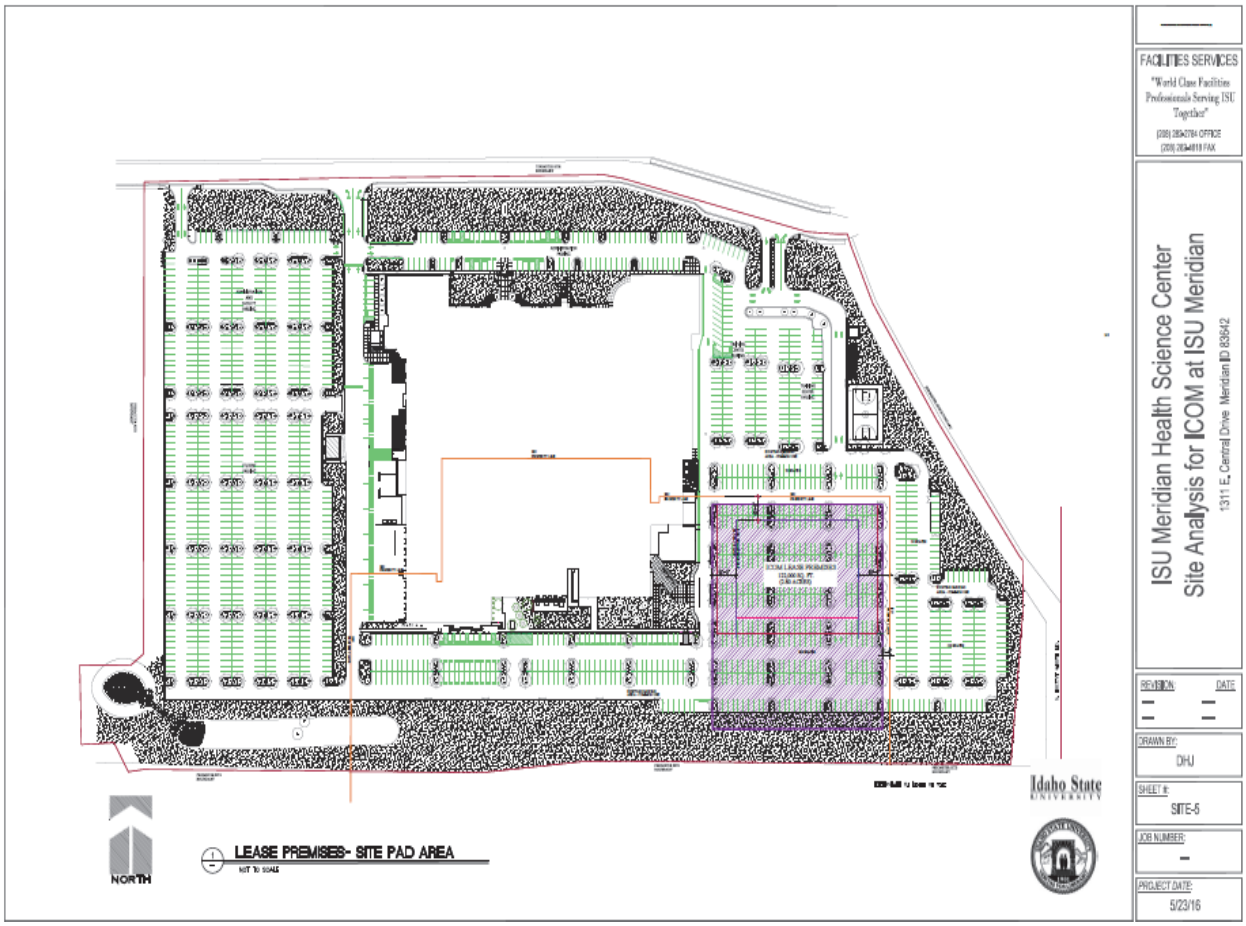


EXHIBIT E

COMA Accreditation Standards and Procedures

(attached)

EXHIBIT F

Site Development Plans

(to be attached)

EXHIBIT G

MEMORANDUM OF GROUND LEASE FOR RECORD

Idaho State University and _____entered into a Ground Lease concerning a certain parcel of land as described in Exhibit A (Leased Premises), attached hereto and made a part hereof. The Ground Lease began on the _____ day of _____, 2016, with an initial term of forty (40) years, with the option to renew for two additional terms of ten (10) years. The Ground Lease contains terms and conditions which affect the use and occupancy of the Leased Premises.

The sole purpose of this Memorandum of Ground Lease for Record is to provide public notice of the existence of this Ground Lease. The addresses for notice to the Parties are:

ISU: President Arthur C. Vailas
Idaho State University
921 So. 8th Ave, Stop 8310
Pocatello, ID 83209

LESSEE: Daniel C. Burrell, Manager
Idaho College of Medicine
401 Paseo de Peralta
Santa Fe, NM 87501

IDAHO STATE UNIVERSITY

BY: _____
Arthur C. Vailas, President

DATE: _____

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE

BY: _____
Daniel C. Burrell, Manager

DATE: _____

AMENDMENT #1 TO GROUND LEASE

This AMENDMENT #1 TO GROUND LEASE (this "**Amendment**") is made as of the date of the last signature ("**Effective Date**"), by and among the Board of Trustees and State Board of Education of Idaho State University ("**SBOE**"), Idaho State University ("**ISU**"), a state institution of higher education governed by SBOE, and Idaho College of Osteopathic Medicine, LLC, an Idaho limited liability company ("**LESSEE**") (each a **"Party"** or together the **"Parties"**). The Parties specifically agree and acknowledge that approval of the Leasing Manager, Division of Public Works, Department of Administration, is a requirement to the effectiveness of this Amendment. Capitalized terms used but not otherwise defined herein shall have the respective meaning set for the in the Ground Lease (as herein defined) unless the context clearly requires otherwise.

WITNESSETH:

WHEREAS, SBOE owns that certain real property located at the ISU-Meridian Health Science Center, 1311 E. Central Drive, Meridian, ID 83642, and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**ISU-Meridian**");

WHEREAS, SBOE has authorized and appointed ISU as SBOE's authorized agent to act as landlord under the terms and conditions of that certain Ground Lease by and between SBOE, ISU and LESSEE, as approved at SBOE's Board meeting of August 11, 2016 (the "**Ground Lease**");

WHEREAS, LESSEE is a private company created by its organizers for (i) the purpose of creating and operating a private accredited college of osteopathic medicine in the State of Idaho and/or (ii) other purposes as set forth in Section 5.a. of this Ground Lease;

WHEREAS, LESSEE and ISU have determined that LESSEE shall locate its college of osteopathic medicine on a parcel of land located at ISU-Meridian;

WHEREAS, the Public Finance Authority (the "**Authority**") has duly authorized the issuance of its Taxable Educational Facilities Revenue Bonds (Idaho College of Osteopathic Medicine Project) Series 2017A (the "**Series 2017A Bonds**"), and its Taxable Educational Facilities Revenue Bonds (Idaho College of Osteopathic Medicine Project) Series 2017B (the "**Series 2017B Bonds**")pursuant to an Indenture of Trust, dated as of December 1, 2017 (the "**Indenture**"), by and between the Authority and U.S. Bank National Association, as Trustee (the "**Trustee**"), and has loaned the proceeds thereof to the LESSEE pursuant to a Loan Agreement, dated as of December 1, 2017, (the "Loan Agreement") by and between the Authority and the LESSEE; and

WHEREAS, as provided in the Ground Lease, the LESSEE will acquire, construct, complete the Lessee Building and equipment (together, the "**Lessee Property**") at the Leased Premises.

WHEREAS, to secure its obligations under the Loan Agreement, the LESSEE has executed and delivered or shall execute and deliver a Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "**Deed of Trust**"), made by the LESSEE for the benefit of the Trustee, in substantially the form attached hereto as Exhibit B; and

WHEREAS, the LESSEE has requested the SBOE and ISU to execute a Subordination, Nondisturbance and Attornment Agreement, in substantially the form attached hereto as Exhibit C.

NOW, THEREFORE, SBOE, ISU and LESSEE do hereby agree as follows:

1. Amendment to Section 18. Section 18 of the Ground Lease is amended by the addition of a subsection "c" thereto as follows:

    c. To the extent any inconsistencies as to application of proceeds of insurance shall exist between this Section 18 and any mortgage permitted by the provisions hereof or any loan agreement or similar documents executed in connection therewith, the requirements of such mortgage or documents shall control.

2. Amendment to Section 19. Section 19 of the Ground Lease is amended as follows:

    a. All references to "Lessee Building" in Section 19 are hereby amended to read "Lessee Property," as defined in this Amendment.

    b. Subsection (a) is hereby amended by the addition of the following sentence: "Notwithstanding the foregoing, the LESSEE shall not be entitled to terminate this Ground Lease without the consent of any mortgagee permitted under Section 20 hereof."

3. Amendment to Section 30. Section 30 of the Ground Lease is amended and restated as follows:

    30. Mortgage Financing.

    a. Leasehold Mortgages and Encumbrances; Leased Fixtures. LESSEE shall have the right, without the consent of ISU, to mortgage, collaterally assign or otherwise encumber any interest that LESSEE has in this Lease, the Building, all LESSEE's equipment and other personal property located

within the Building or any other improvements on the Leased Premises, including, without limitation, its leasehold interest or any part thereof, as collateral security for financing, provided that (i) LESSEE shall remain liable for performance of all of its obligations under this Ground Lease, and (ii) any financing obtained by LESSEE for the Lessee Building and/or any other improvements may not, without the written consent of ISU, which consent shall not be unreasonably withheld, conditioned or delayed, exceed the value of the Lessee Building and other improvements at the time such financing is obtained, or the term of this Ground Lease. Notwithstanding the foregoing, any Mortgage shall only be upon LESSEE's leasehold estate hereunder and LESSEE's interest in this Ground Lease, the Building and any improvements and shall not encumber ISU's fee simple title to ISU-Meridian.

The term "**mortgage**", when used in this Section, shall include, without limitation, leasehold mortgages and deeds of trust; the term "**mortgagee**" shall include, without limitation, a mortgagee under a mortgage or the trustee or beneficiary of a deed of trust, but only those whose names and addresses have been furnished in writing to ISU; and the term "**foreclosure**" shall include, without limitation, judicial or non-judicial foreclosure, sale upon default under nonjudicial powers of sale, and conveyances or assignments in lieu of foreclosure. Provided that ISU shall have been furnished with a true and correct copy of the mortgage (and any and all amendments or modifications thereto) meeting the requirements of this Section 30(a), the name and address of the mortgagee, and the date of recording of the mortgage, until ISU receives notice that the mortgage has been satisfied or released, the following provisions shall apply.

(i) Assumption. Upon and during the occurrence of any LESSEE default under any mortgage past the applicable notice and cure period, ISU may, in its sole discretion, within ninety (90) days of receipt of a notice of mortgage default from the mortgagee, take whatever action is necessary to cure the LESSEE's default, or undertake, in good faith, to cure the default if the default is not of a nature as can be cured within ninety (90) days, with like effect as if LESSEE had cured or undertaken cure of the default. LESSEE shall indemnify ISU for all actual, out-of-pocket costs and expenses incurred in curing the default.

(ii) No Termination By Reason of Sale, Foreclosure or Surrender. No sale or transfer of the Leased Premises or ISU's interest in this Ground Lease, or any portion thereof, to the LESSEE and no

purchase or other acquisition of this Ground Lease, or any interest herein or in the Lessee Building and improvements, by ISU, shall terminate this Ground Lease by merger or otherwise and this Ground Lease shall continue in full force and effect notwithstanding any such transfers so long as any mortgage encumbers the LESSEE's leasehold interest. Except with respect to provisions of this Ground Lease not material to the security of any mortgagee, as determined by the mortgagee in its reasonable discretion, this Ground Lease may not be amended or any provision of this Ground Lease waived by ISU or the LESSEE without the prior written consent of each mortgagee and any such amendment or waiver made without the prior written consent of each mortgagee may be declared void and of no force or effect by the mortgagee. Consent to amendment or waiver may only be withheld by such mortgagee if such amendment or waiver could, as determined by the mortgagee, impair its security interest.

(iii) No Voluntary Cancellation. So long as a mortgage is in effect, ISU shall not accept a surrender, cancellation or other voluntary termination of this Ground Lease by the LESSEE without the prior written consent of all mortgagees of record, unless upon such surrender or cancellation ISU expressly assumes the LESSEE's obligations under such mortgages.

(iv) Right of Mortgagee on Default. In the event of any default under this Ground Lease by the Lessee which would give ISU the right, either immediately or after the lapse of a period of time, to terminate the Ground Lease, ISU will not exercise such right (i) until ISU has given written notice of such act, omission or default to the mortgagee by delivering notice of such act, omission or default, and (ii) until a period of not less than sixty days (60) for a monetary default and one hundred and twenty (120) days for a non-monetary default for remedying such act, omission or default shall have elapsed following the later of (a) giving of such notice for any default of the LESSEE's obligation or (b) expiration of the LESSEE's cure period, if any, under this Ground Lease. Notwithstanding the foregoing, in the case of any default of the LESSEE described in the preceding clause (ii) that cannot be cured within the applicable cure periods described in the prior sentence, if the mortgagee shall within such applicable period proceed promptly to cure the same (including such time as may be necessary to acquire possession of the Leased Premises if possession is necessary to effect such cure) and thereafter shall

prosecute the curing of such default with diligence, then the time within which such default may be cured by the mortgagee shall be extended for such period as may be necessary to complete the curing of the same with diligence; provided, however, that such extension shall not exceed an additional one hundred twenty (120) days (other than with respect to an event of default arising under Section 12(n) of the Ground Lease, which shall have no such limitation), and further provided that the mortgagee shall have no obligation to effect such cure.

(v) Mortgagee Succeeds to LESSEE's Interest; Liability of Mortgagee Limited. Unless the mortgagee otherwise agrees in writing, the LESSEE shall remain solely liable to perform the LESSEE's obligations under the Ground Lease, both before and after the mortgagee's exercise of any right or remedy under this Agreement. If the mortgagee or any successor or assign acquiring the mortgagee's interest under the mortgage (a "**Purchaser**") becomes obligated to perform as the lessee under the Ground Lease, such person or entity will be released from those obligations when such person or entity assigns, sells or otherwise transfers its interest in the Leased Property pursuant to and in compliance with the Ground Lease

(vi) Assignment And Assumption After Foreclosure. Without limitation of any of the provisions of the Ground Lease, in the event that the mortgagee or any Purchaser succeeds to the interest of the LESSEE or any successor to the LESSEE as a result of exercising any remedy available in connection with the Ground Lease under the mortgage (including, without limitation, acquisition by a deed in lieu of foreclosure) or executing and delivering an agreement in favor of ISU to lease the Leased Premises on substantially the same terms as the LESSEE following any rejection of the Ground Lease in any proceeding in respect of the LESSEE, as debtor, under the United States Bankruptcy Code, then the Ground Lease shall nevertheless continue in full force and effect and ISU shall and does hereby agree to recognize the mortgagee or such Purchaser as lessee under the Ground Lease for the then remaining balance of the term thereof; provided, however, that the mortgagee or such Purchaser shall have assumed in writing all obligations of the LESSEE under the Ground Lease, within one hundred twenty (120) days of succeeding to the interests of the LESSEE, and further provided that enforcement of any obligations of the mortgagee as successor shall be limited to the mortgagee's interest in property subject to the mortgage and to the Trust Estate (as defined in the Indenture) and

no claim shall be brought against the mortgagee personally in connection with such obligations. Until such successor is appointed and has so assumed all such obligations, ISU may appoint a temporary operator to maintain and shutdown or operate the Leased Facilities (in ISU's sole discretion), and the expenses thereof incurred by ISU or its temporary operator shall be reimbursed to ISU by such successor within ten (10) days after written request from ISU. No consent of or by ISU shall be required with respect to any transfer of the Leased Premises or the LESSEE Property except as provided in the Ground Lease.

(vii) Attornment. Upon the foreclosure of the mortgage as provided therein, ISU does hereby agree to recognize the mortgagee or any Purchaser as the lessee under the Ground Lease, said recognition to be effective and self-operative without the execution of any further instruments upon the mortgagee's or such Purchaser's succeeding to the interest of the LESSEE under the Ground Lease other than agreeing in writing to assume the obligations of the LESSEE thereunder as set forth herein.

(viii) Limitation on Liability. If the mortgagee or any Purchaser succeeds to the interest of the LESSEE or any successor to the LESSEE, neither the mortgagee nor any such Purchaser shall have any liability for any act or omission of any prior tenant under the Ground Lease which occurs prior to the date the mortgagee or such Purchaser succeeds to the rights of the LESSEE under the Ground Lease, unless such act or omission is continuing following the date the mortgagee or such Purchaser shall succeed to the interests of the LESSEE under the Ground Lease, but only for the time from the date the mortgagee or such Purchaser shall succeed to the interests of the LESSEE under the Ground Lease, nor any liability for claims, offsets or defenses which ISU or SBOE might have had against the LESSEE; provided that, such mortgagee or Purchaser assuming the obligations of the LESSEE shall be obligated to pay any unpaid Base Land Payment.

(ix) Enforcement Rights. Any mortgagee shall be entitled to enforce the provisions of this Section 30(a) in its own name as a third-party beneficiary.

(x) Notice by ISU. Any mortgagee shall be entitled to all of the rights and benefits of this Section including the right to receive any notices required to be given by ISU under this Section. ISU shall mail or deliver to such mortgagee a copy of any and all written

notices which ISU may from time to time give to or serve upon the LESSEE under and pursuant to the terms and provisions of this Ground Lease pertaining to a default by the LESSEE hereunder. All notices and copies of notices required to be served pursuant to this Section shall be delivered to the address of the mortgagee last supplied to ISU by such mortgagee.

(xi) Legal Proceedings. ISU shall give each mortgagee prompt notice of any legal proceedings between ISU and LESSEE involving obligations under this Ground Lease. Each mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and ISU and LESSEE shall consent to such intervention. If any mortgagee shall not elect to intervene or become a party to any such proceedings, ISU shall give the mortgagee notice of, and a copy of, any award or decision made in any such proceedings, which shall be binding on all mortgagees not intervening after receipt of notice of proceedings.

(b) Cooperation for Mortgagee Protection. ISU and LESSEE shall cooperate in including in this Ground Lease by suitable amendment from time to time any provision which may reasonably be requested by the proposed leasehold mortgagee for the purpose of implementing the mortgagee protection provisions contained in this Ground Lease and allowing such mortgagee reasonable means to protect or preserve the lien of this leasehold mortgage on the occurrence of a default under the terms of this Ground Lease. ISU and LESSEE each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Ground Lease, subordinate ISU's fee interest to the ISU-Meridian to the mortgagee nor otherwise in any material respect adversely affect any rights of ISU under this Ground Lease.

4. Memorandum of Amendment #1 to Ground Lease. This Amendment shall not be recorded; however, it is mutually agreed that the Parties, upon request by any one Party, will execute a written Memorandum of Amendment #1 to Ground Lease, a form of which is attached hereto as Exhibit D, which shall be recorded in the official records of Ada County, Idaho.

5. Governing Law. This Amendment shall be governed and construed in accordance with the law of the State of Idaho without regard to its choice of law analysis.

6. Remaining Provisions. Except as provided in this Amendment, the remaining provisions of the

Ground Lease shall remain in full force and effect.

7. Captions. The article and section captions of this Amendment are for convenience only and do not constitute a part of this Amendment.

8. Further Actions. The Parties will execute and deliver to the other, from time to time at or after the execution hereof, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Amendment and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Amendment.

9. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original.

10. Severability. Any term or provision of this Amendment which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the party intended to be benefited by such provision or any other provisions of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, ISU and LESSEE hereto have executed this Amendment #1 to Ground Lease as of the Effective Date.

IDAHO STATE UNIVERSITY

BY: _____
Arthur C. Vailas, President

DATE: 12-12-17

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE

BY: _____
Daniel C. Burrell, Manager

DATE: _____

Consent to Amendment #1 to Ground Lease granted by:
BOARD OF TRUSTEES AND STATE BOARD OF EDUCATION OF IDAHO STATE UNIVERSITY

BY: _____
Linda Clark, President

DATE: 12/14/17

DIVISION OF PUBLIC WORKS, DEPARTMENT OF ADMINISTRATION

BY: _____ for LM
Linda Miller, Leasing Manager

DATE: 12/14/17

IN WITNESS WHEREOF, ISU and LESSEE hereto have executed this Amendment to Ground Lease as of the Effective Date.

IDAHO STATE UNIVERSITY

BY: _____
Arthur C. Vailas, President

DATE: _____

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE

BY: _____
Daniel C. Burrell, Authorized Representative

DATE: December 11, 2017

Consent to Amendment to Ground Lease granted by:
BOARD OF TRUSTEES AND STATE BOARD OF EDUCATION OF IDAHO STATE UNIVERSITY

BY: _____
Emma Atchley, President

DATE: _____

Exhibit A

The following describes a parcel of land being a portion of the most Easterly part of Lot 2 in Block 1 of Joint No. 2 Subdivision Phase 1 according to the official plat thereof as filed for record in Book 99 of Plats at Pages 12828 thru 12830, records of Ada County, Idaho and more particularly described as follows:

Beginning at the Southeast corner of Lot 2 in Block 1 of said Joint No. 2 Subdivision Phase 1, being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence along the Easterly boundary line of said Lot 2 North 00°00'00" East, 442.71 feet to an angle point in the boundary of said Lot 2 which is being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence leaving said Easterly boundary line, and continuing along the exterior boundary line of said Lot 2 North 90°00'00" West, 354.53 feet to an angle point in the boundary of said Lot 2 which is being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence continuing along said exterior boundary line, and its prolongation being Westerly of and parallel with the Easterly boundary line of said Lot 2, and also being the Westerly boundary limits of this ALTA/ACSM Land Title Survey for the Idaho College of Osteopathic South 00°00'00" West, 439.95 feet to a point on the Southerly boundary line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly right of way line of Interstate 84;

thence leaving said parallel line, and along the Southerly boundary line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly right of way line of Interstate 84 South 88°33'08" East, 354.54 feet to the Point of Beginning.

EXHIBIT B

mortgage

(attached)

RECORDING REQUESTED BY)
AND WHEN RECORDED, RETURN TO:)
)
Kline Alvarado Veio, PC)
1775 Sherman Street)
Suite 1790)
Denver, CO 80203)
)
Attention: Jacqueline Morrison)
)
)
COUNTY OF ADA

LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

This **LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING** (this "Deed of Trust"), is made as of December 1, 2017, by Idaho College of Osteopathic Medicine, LLC, an Idaho limited liability company, ("Grantor"), to TitleOne Corporation, as trustee ("Trustee"), for the benefit of U.S. Bank National Association (the "Bond Trustee" and the "Beneficiary"), as Trustee under the Indenture of Trust, dated of even date herewith (the "Indenture"), between the Public Finance Authority (the "Authority") and the Bond Trustee. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

GRANT IN TRUST

Grantor hereby grants and assigns to Trustee, in trust, with power of sale and right of entry and possession, all of Grantor's present and future leasehold estate, right, title, interest in and to that certain real property located in the County of Ada, State of Idaho, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), which leasehold estate and interest was created by that certain Ground Lease dated September 15, 2016, by and between Grantor, as lessee, and Idaho State University, a state institution of higher education governed by the Idaho State Board of Education, as lessor (together with any amendments and/or extensions thereof, the "Lease"), as described in the Memorandum of Ground Lease for Record, recorded December ___, 2017, as Instrument No. _____, official records of Ada County, Idaho including all rights, privileges, options, elections and other benefits of every name and nature provided under the Lease to be enjoyed or exercised by Grantor as tenant thereunder, together with all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in or to the property and rights listed in paragraphs (a) through (h) below (hereinafter collectively referred to as the "Property"):

(a) All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Site (hereinafter referred to as the "Improvements"); and to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement;

(b) All rights to the Common Area and under the Collaborative Affiliation Agreement (as such terms are defined in the Ground Lease), and all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Site or the Improvements and the reversions, remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Site to the center line thereof and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Grantor of, in and to the Site and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor, and other tangible property of every kind and nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Site or the Improvements, or appurtenances thereto, or used in connection with the present or future operation and occupancy of the Site or the Improvements;

(d) All awards of payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property to the extent actually received by Grantor, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer of the Property or part thereof made in lieu of or in anticipation of the exercise of said right), or for any other injury to or decrease in the value of the Property;

(e) All leases and other agreements affecting the use, enjoyment or occupancy of the Property now or hereafter entered into (the "Leases") and all oil and gas or other mineral royalties, bonuses and rents, revenues, security deposits, issues and profits from the Property, including all tuition, student fees or similar amounts (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the obligations secured by this Deed of Trust;

(f) All proceeds of and any unearned premiums on any insurance policies covering the Property including, without limitation, the right to receive and apply the proceeds of any insurance, judgments (including with respect to a casualty thereto or condemnation thereof), or settlements made in lieu thereof, for damage to the Property;

(g) The right, in the name and on behalf of Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Beneficiary in the Property;

(h) All right, title and interest of every nature of the Grantor in all receivables, receipts, operating revenues, gains and other accounts of Grantor relating to the Property and in all monies deposited or to be deposited in any funds or account maintained or deposited with Beneficiary, or its assigns, in connection herewith, if any; and

(i) All right, title and interest of every nature of the Grantor in (i) interest earnings on any funds or accounts held by the Beneficiary under the Indenture; (ii) any contribution, grant or gift made to the Grantor (unless restricted by the provider thereof to a use not consistent with obligations secured hereby); (iii) any income derived from the investment of any such contribution, grant or gift; and (iv) any moneys in that an escrow account (the "Escrow Account") as required by the American Osteopathic Association's Commission on Osteopathic College Accreditation ("COCA") and the Idaho State Board of Education (the "SBOE"), created pursuant to a Four-Party Account Agreement (the "Escrow Agreement"), by and between ICOM, COCA, the SBOE and Southwest Capital Bank (the "Depository") that, from time to time, become unnecessary to fulfill the COCA requirements for the Escrow Account pursuant to the terms thereof, including interest on such Escrow Account.

ASSIGNMENT OF RENTS

Grantor absolutely and irrevocably assigns to Beneficiary the Rents of the Property upon the terms and conditions hereinafter set forth. The foregoing assignment shall not impose upon Beneficiary any duty to produce Rents from the Property, and said assignment shall not cause Beneficiary to be a "mortgagee in possession" for any purpose. This assignment of the Rents and profits of the Property is intended to be an absolute assignment from Grantor to Beneficiary and not merely the passing of a security interest. Beneficiary is hereby authorized to collect and receive the foregoing Rents, to give proper receipts and acquittances therefor and to apply the same to the payment of the obligations secured hereby. However, Beneficiary hereby grants Grantor a revocable license to collect and receive, and to use in accordance with the provisions of the Indenture, such Rents until after an Event of Default (as that term is defined herein in Paragraph B, Default Provisions) has occurred and while such Event of Default is continuing. Upon an Event of Default, the license shall be automatically revoked, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all Rents of the Property as the same shall become due and payable, including, but not limited to, Rents then due and unpaid. All such Rents thereafter collected by Grantor shall be held by Grantor as trustee in a constructive trust for the benefit of Beneficiary only. Grantor agrees that commencing upon delivery of such written notice of revocation of license, each tenant of the Property shall make such Rents payable to and pay such Rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant, without any liability on the part of said tenant to inquire further as to the existence of a default or license by Grantor.

OBLIGATIONS SECURED

Grantor makes the foregoing grant for the purpose of securing:

1. Payment to the Authority of all Loan Repayments and Additional Payments and other amounts to be paid by Grantor arising under the Loan Agreement, dated of even date herewith, between the Authority and the Grantor (the "Loan Agreement").

2. The observance and performance by Grantor of each covenant and obligation on the part of Grantor to be observed or performed pursuant to the Loan Agreement (hereinafter as amended, supplemented or otherwise modified from time to time referred to collectively with the Indenture, as the "Financing Documents");

3. The payment of all payments required with respect to Bonds issued or executed and delivered from time to time pursuant to the Indenture and the performance by Grantor of each covenant and obligation on part of Grantor to be observed or performed pursuant to the agreements and/or instruments pursuant to which such Bonds are issued. Executed, secured and delivered;

4. The observance and performance of each covenant and obligation of Grantor herein contained or incorporated herein by reference and payment of each fee, cost and expense by Grantor as herein set forth; and

5. Payment of such further sums and/or performance of such further obligations as the then record owner of the Property may undertake to pay and/or perform (whether as principal, surety or guarantor), for the benefit of Beneficiary, its successors or assigns, when said borrowing and/or obligation is evidenced by a writing or writings signed by such owner reciting that it or they are so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, THE PARTIES AGREE AS FOLLOWS:

A. RIGHTS AND DUTIES OF THE PARTIES.

1. Title. Grantor warrants that it lawfully holds and possesses a leasehold interest in the real property as shown in Exhibit A, free and clear of all liens, encumbrances and other exceptions, other than the Permitted Liens, including encumbrances described in Exhibit B hereto, and without limitation on the right to encumber except as set forth in the Loan Agreement.

2. Taxes and Assessments. Grantor shall pay or cause to be paid prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Property, any part thereof or interest therein (unless contested in good faith by Grantor). Grantor shall also pay, after notice and prior to delinquency, all taxes, assessments, levies and charges imposed by any public authority upon Beneficiary by reason of its interest in the Property created hereby or by reason of any payment, or portion thereof, made to Beneficiary hereunder or pursuant to any obligation hereby secured; provided, however, that Grantor shall have no obligation to pay or discharge Beneficiary's business or franchise taxes, federal or state income taxes or other taxes and which are measured by and imposed upon Beneficiary's net or gross income or receipts.

3. Insurance. Grantor shall provide all insurance specified in the Financing Documents.

4. Liens and Encumbrances. Except as permitted by the Financing Documents, Grantor shall pay, when due at or prior to maturity or such other period as permitted in the Loan Agreement, all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber or appear to encumber the Property or any part thereof or interest therein, whether senior or subordinate hereto, including without limitation all claims for work or labor performed, or materials or supplies furnished, in connection with any work of demolition, alteration, improvement of or construction upon the Property. Grantor shall have the right to contest in good faith any such obligation or claim provided such contest shall be prosecuted diligently and in a manner not prejudicial to Beneficiary, and if a judgment adverse to Grantor is obtained, such judgment shall be fully paid or discharged within ten (10) days after the entry of such judgment unless such judgment is stayed. Upon demand by Beneficiary, Grantor shall defend, indemnify and hold Beneficiary harmless against any such obligation or claim, so contested by Grantor, and upon demand by Beneficiary, Grantor shall make suitable provision by payment to Beneficiary or by posting a bond or other security satisfactory to Beneficiary for the possibility that the contest will be unsuccessful, including, if Beneficiary requests, a one-and-one half times bond with respect to mechanics' or materialmens' liens, if available. Such provision shall be made within ten (10) days after demand therefor and, if made by payment of funds to Beneficiary, the amount so deposited shall be disbursed in accordance with the resolution of the contest either to Grantor or the adverse claimant. If Grantor fails to post a suitable bond or other acceptable security as provided, Beneficiary may remove or pay such lien or encumbrance at Grantor's expense.

5. Disposition of Insurance and Condemnation Proceeds. Grantor agrees to apply all insurance and condemnation proceeds in accordance with the terms and conditions of the Financing Documents.

6. Maintenance and Preservation of the Property. (a) Grantor covenants: (i) to maintain or cause to be maintained the Property in good condition and repair; (ii) to pay when due all claims for work performed and for materials furnished on or to the Property to the extent required by the Financing Documents and which are not otherwise being contested by the Grantor in good faith, and to pay within the periods permitted in the Financing Documents any and all liens or encumbrances arising out of or resulting from work performed or materials supplied on or to the Property to the extent required by the Financing Documents; (iii) to comply in all material respects with and not suffer material violations of, (a) any and all laws, ordinances and regulations ("Laws"), (b) any and all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character ("Covenants"), and (c) all requirements of insurance companies ("Requirements"), which Laws, Covenants or Requirements affect the Property and pertain to acts committed or conditions existing thereon, including without limitation such work of alteration, improvement or demolition as such Laws, Covenants or Requirements mandate; (iv) not to commit or permit waste of the Property or any material part thereof; (v) to do all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value; (vi) to perform all material obligations required to be performed in leases, conditional sales contracts or like agreements affecting the Property or the operation, occupation or use thereof (and upon the occurrence and

continuance of an Event of Default all right, title and interest of Grantor under any such leases, conditional sales contracts or like agreements shall be automatically assigned to Beneficiary hereunder, together with any deposits made in connection therewith); (vii) not to create any deed of trust or encumbrance upon the Property other than Permitted Liens; (viii) to make no further assignment of Rents of the Property other than Permitted Liens; and (ix) to execute and, where appropriate, acknowledge and deliver such further instruments as Beneficiary or Trustee reasonably deems necessary or appropriate to preserve, continue, perfect and enjoy the security provided for herein, including without limitation assignments of Grantor's interest in leases of the Property.

(b) Without the prior written consent of Beneficiary, which consent will not be unreasonably withheld or delayed, Grantor will not apply for, directly or indirectly, any change in the zoning or permitted land uses of the Property, other than to permit the development of the Facilities as required by the Loan Agreement and Indenture, which change could reasonably be expected to materially and adversely affect the use or value of the Property.

7. Defense and Notice of Actions. Grantor shall, without liability, cost or expense to Beneficiary or Trustee, protect, preserve and defend (by counsel satisfactory to Beneficiary) title to the Property, the security hereof and the rights or powers of Beneficiary or Trustee hereunder. Said protection, preservation and defense shall include protection, preservation and defense against all adverse claimants to title or any possessory or non-possessory interest therein, whether or not such claimants or encumbrances assert title paramount to that of Grantor or claim their interest on the basis of events or conditions arising subsequent to the date hereof, other than Permitted Liens. Grantor shall give Beneficiary and Trustee prompt notice in writing of the filing of any such action or proceeding.

8. Books and Records. (a) Grantor will keep adequate books and records of account of the Property and its own financial affairs sufficient to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles. Upon the occurrence and continuance of an Event of Default (as such term is defined in Paragraph B, Default Provisions), Beneficiary will have the right to examine, copy and audit Grantor's records and books of account at all reasonable times during normal business hours upon not less than five (5) Business Days' prior written notice to Grantor. Grantor shall deliver to Beneficiary such records, statements and notices as may be required from time to time pursuant to the terms of the Loan Agreement.

(b) Grantor will promptly furnish, within fifteen (15) days after Beneficiary's written request, a duly acknowledged written statement setting forth all amounts due on the indebtedness secured by this Deed of Trust and stating whether, to the best of Grantor's knowledge, any offsets or defenses exist, and containing such other matters as Beneficiary may reasonably require.

9. Collection of Rents. Subject to the provisions of the Financing Documents, Beneficiary confers upon Grantor the authority to collect and retain Rents of the Property as they become due and payable; provided, however, that Beneficiary may revoke said authority and collect and retain the Rents of the Property assigned herein to Beneficiary upon the occurrence and continuance of an Event of Default (as that term is defined herein in Paragraph B, Default

Provisions) by Grantor upon giving written notice to Grantor, and without regard to the adequacy of any security for the indebtedness hereby secured, and without taking possession of all or any part of the Property or becoming a "mortgagee in possession." The right to collect Rents as herein provided shall not grant to Beneficiary or Trustee the right to possession, except as expressly herein provided; nor shall said right impose upon Beneficiary or Trustee the duty to produce Rents or profits or maintain the Property in whole or in part. Grantor hereby agrees that it will do nothing to impair Beneficiary's ability to collect and retain the Rents and interests herein assigned on the terms hereof and that any tenant or subtenant occupying the Property or any part thereof may pay any and all Rents or other charges directly to Beneficiary upon notice from Beneficiary without the necessity of any notice from Grantor. Beneficiary may apply, in its sole discretion, any Rents, so collected by Beneficiary against any indebtedness secured hereby or any obligations of Grantor arising hereunder or any other obligations of Grantor to Beneficiary, whether existing on the date hereof or hereafter arising. Collection of any Rents by Beneficiary shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice.

10. Right of Inspection. Prior to an Event of Default (as such term is defined in Paragraph B, Default Provisions), Beneficiary, its agents, contractors and employees, may enter the Property at any reasonable time during normal business hours upon not less than five (5) Business Days' prior written notice to Grantor for the purpose of inspecting the Property and ascertaining Grantor's compliance with the terms hereof.

11. Acceptance of Trust; Notice of Indemnification. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, becomes a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless Trustee brings such action. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing and Trustee is reasonably indemnified against loss, cost, liability and expense.

12. Powers of Trustee. From time to time upon the written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person for payment of any indebtedness or performance of the obligation secured hereby, Trustee may, without liability therefor and without notice, (i) reconvey all or any part of the Property, (ii) consent to the making of any map or plat thereof, (iii) join in granting any easement thereon, (iv) join in any declaration of covenants and restrictions, or (v) join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee shall, upon request by Grantor, and at no expense to Trustee or Beneficiary, consent to utility easements, subdivision maps and similar rights in the Property granted or applied for by Grantor, provided that rights granted or applied for (a) are customary in connection with the development of real property, (b) are reasonable in form and content, and (c) do not materially and adversely diminish the value of the Property. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Beneficiary may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding unless held or commenced and maintained by Trustee

under this Deed of Trust. Grantor shall pay to Trustee reasonable compensation and rents for services and expenses in the administration of the trusts created hereunder upon the occurrence of an Event of Default, including reasonable attorneys' fees. Grantor indemnifies Trustee and Beneficiary against all losses, claims, demands and liabilities (except losses, claims, demands or liabilities arising from the negligence or willful misconduct of the indemnified party) which may be incurred, suffered or sustained in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder or by law.

13. Substitution of Trustees. From time to time, by a writing signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the County in which the Property is located, a copy of which shall be delivered to Grantor, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall refer to this Deed of Trust and set forth the date, book and page of its recordation. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this paragraph shall be conclusive proof of the proper substitution of such new trustee.

14. Reconveyance. Upon Beneficiary's written request, and upon surrender to Trustee for cancellation of this Deed of Trust and a copy of the instrument or instruments setting forth all obligations secured hereby, Trustee shall reconvey, without warranty, the Property or that portion thereof then held hereunder. The recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto." Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future Rents of the Property to the person or persons legally entitled thereto, unless such reconveyance expressly provides to the contrary.

15. Certain Taxes. In the event of the passage, after the date of this Deed of Trust, of any law deducting from the value of the Property for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of deeds of trust or debts secured by deeds of trust or similar instruments, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, or imposing payment of the whole or any portion of any taxes, assessments or other similar charges against the Property upon Beneficiary, Grantor shall pay such tax or increased portion and shall agree with Beneficiary in writing to pay, or reimburse Beneficiary for the payment of, any such tax or increased portion thereof when thereafter levied or assessed against the Property or any portion thereof. The obligations of Grantor under such agreement shall be secured by this Deed of Trust.

16. Environmental Matters.

(a) Definitions. The following definitions apply to the provisions of this Paragraph 16:

(1) The terms "Responsible Person" shall mean Grantor, and any other person who owns or acquires any interest in any part of the Property so long as Grantor continues to own the Property, including but not limited to any tenants, easement holders, licensees and other persons using or occupying the Property or any portion thereof and all persons in transit across any part of the Property.

(2) The term "Applicable Law" shall include, but shall not be limited to, each statute named or referred to in (3) below, and all rules and regulations thereunder, and any other local, state and/or federal laws, rules, regulations and ordinances, whether currently in existence or hereafter enacted, which govern, to the extent applicable to the Property,

(i) the existence, cleanup and/or remedy of contamination on property;

(ii) the protection of the environment from soil, air or water pollution, or from spilled, deposited or otherwise emplaced contamination;

(iii) the emission or discharge of hazardous substances into the environment;

(iv) the control of hazardous wastes; or

(v) the use, generation, transport, treatment, removal or recovery of hazardous substances.

(3) The term "Hazardous Substance" shall have the meaning provided in the Indenture.

(b) Covenants and Representations.

(1) Grantor represents and warrants that there have not been during the period of Grantor's ownership and, to the best of Grantor's knowledge, information and belief, there have not been at any other times, any activities on the Property involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Substances in material violation of Applicable Law (a) under, on or in the land included in the Property, whether contained in soil, tanks, sumps, ponds, lagoons, barrels, cans or other containments, structures or equipment, (b) incorporated in the buildings, structures or improvements included in the Property, including any building material containing asbestos, or (c) used in connection with any operations on or in the Property, in each case that would have a material adverse effect on the Grantor's operations, taken as a whole.

(2) Grantor shall not allow, nor shall it permit any other Responsible Person to allow, any Hazardous Substances to be brought onto, installed, used, stored, treated or disposed or transported over the Property in material violation of Applicable Law. Without limiting the generality of the foregoing, Grantor shall not, nor shall it permit any Responsible Person to, install, use or permit to be installed or used any product or

substance containing asbestos, urea formaldehyde foam insulation or polychlorobiphenyls (pcb's) on the Property in violation of Applicable Law.

(3) Grantor represents that all activities and conditions on the Property are currently in compliance with Applicable Law, except to the extent that non-compliance could not reasonably be expected to materially impair the use of the Property or materially and adversely affect the value thereof. So long as Grantor shall own the Property, Grantor covenants and agrees that all activities on the Property, whether conducted by any Responsible Person or by any other person under the Grantor's license or control, shall at all times comply with Applicable Law except to the extent that non-compliance could not reasonably be expected to materially impair the use of the Property or materially and adversely affect the value thereof.

(4) Within five (5) days after receipt or completion of any material report, citation, order, manifest or other written or oral communication from any local, state or federal agency or authority empowered to enforce, investigate or oversee compliance with Applicable Law, concerning the Property, any condition thereon, or the activities of any person on or near the Property, Grantor shall notify Beneficiary in writing of the contents of such communication, and shall provide Beneficiary with a copy of all relevant documents.

(5) Notwithstanding any other provision of this Deed of Trust, upon discovery of any Hazardous Substance on or in the Property in material violation of Applicable Law, including, without limitation, substances that have leached onto the Property from neighboring property, substances that were deposited prior to Grantor's ownership of the Property and all substances spilled, discharged or otherwise emitted or deposited on the Property during Grantor's ownership, Grantor shall immediately notify Beneficiary thereof. Grantor shall immediately take all actions necessary to comply with laws requiring notification of government agencies concerning such Hazardous Substance and to the extent required by law to remedy or correct the violation. Grantor shall handle and dispose of such substances in accordance with Applicable Law. Grantor shall take any and all actions, including institution of legal action against third parties, which in Grantor's reasonable business judgment are appropriate to obtain reimbursement or compensation from such persons as were responsible for the presence of any Hazardous Substance on the Property or otherwise obligated by law to bear the cost of such remedy. Beneficiary shall be subrogated to Grantor's rights in all such claims.

(6) Grantor shall be solely responsible for and agrees to indemnify Beneficiary, the Authority and the Bond Trustee, protect and defend with counsel acceptable to Beneficiary, the Authority and the Bond Trustee, and hold Beneficiary, the Authority and the Bond Trustee harmless from and against any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), interest or losses, reasonable attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), reasonable consultant fees, and expert fees that arise directly or indirectly from or in connection with the presence,

suspected presence, release or suspected release of any Hazardous Substance in, or from the Property, whether into the air, soil, surface water or groundwater at the Property, or any other violation of Applicable Law, or any breach of the foregoing representations and covenants. The provisions of this subparagraph 16(b)(6) shall survive the termination and reconveyance of this Deed of Trust.

(c) Right of Entry. In addition to all rights of entry contained in this Deed of Trust, Beneficiary shall have the right during normal business hours, upon not less than five (5) Business Days' prior written notice to Grantor, to enter and inspect the condition of the Property at any time and to conduct, or to designate a representative to conduct such inspection, testing, environmental audit or other procedures that Beneficiary reasonably believes are necessary or desirable to determine current compliance with the covenants and representations contained herein, provided that such inspection, testing, environmental audit or other procedures do not disrupt or negatively impact Grantor's ordinary business operations on the property.

(d) Beneficiary's Obligations. Nothing contained in this Paragraph 16 shall obligate Beneficiary to take any action with respect to the Property, any Hazardous Substances thereon, or any condition or activity that is in violation of Applicable Law, or to take any action against any person with respect to such substances, condition or activity.

17. Wetlands. Grantor represents and warrants that, to the best of its knowledge, no part of the Property consists of or is classified as wetlands, tidelands or swamp and overflow lands. Grantor shall be solely responsible for and agrees to indemnify Beneficiary, protect and defend with counsel acceptable to Beneficiary, and hold Beneficiary harmless from and against any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), interest or losses, reasonable attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), reasonable consultant fees, and expert fees that arise directly or indirectly from or in connection with the presence on the Property of wetlands, tidelands or swamp and overflow lands, or any breach of the foregoing representation and warranty. The provisions of this Paragraph 17 shall survive the termination and reconveyance of this Deed of Trust.

B. DEFAULT PROVISIONS.

1. Definitions. As used in this Deed of Trust, the term "Event of Default" means each of the following:

(a) Grantor fails to perform or observe any term or condition of this Deed of Trust applicable to Grantor or to the Property, and such event or circumstance, if capable of being cured, is not cured within 60 days after written notice thereof is given by Trustee or Beneficiary to Grantor;

(b) The holder of any junior, subordinated or senior mortgage, deed of trust or other lien on the Property, or any part thereof (without hereby implying Beneficiary's consent to any junior, subordinated or senior mortgage, deed of trust or other lien) is granted relief in any

foreclosure or similar proceeding for the enforcement of its remedies thereunder, which relief (i) negatively affects Beneficiary's rights hereunder and (ii) is not stayed; or

(c) If any Event of Default under the Indenture or under the Loan Agreement shall occur.

2. Rights and Remedies. At any time after the occurrence and during the continuance of an Event of Default, Beneficiary and Trustee shall each have the following rights and remedies:

(a) To declare all obligations secured hereby immediately due and payable;

(b) With or without notice, and without releasing Grantor from any obligation hereunder, to cure any default of Grantor and, in connection therewith, to enter upon the Property and to perform such acts and things as Beneficiary or Trustee deem necessary or desirable to inspect, investigate, assess and protect the security hereof, including without limitation of any of its other rights: to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of either Beneficiary or Trustee, is prior or superior hereto, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them;

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Grantor hereunder, and Grantor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Grantor waives the defense of laches and any applicable statute of limitations;

(d) Beneficiary or its employees, acting by themselves or through a court-appointed receiver may enter upon, possess, manage, operate, dispose of and contract to dispose of the Property or any part thereof; negotiate with governmental authorities with respect to the Property's environmental compliance and remedial measures; make, terminate, enforce or modify leases of the Property upon such terms and conditions as Beneficiary deems proper; contract for goods and services, hire agents, employees and counsel, make repairs, alterations and improvements to the Property necessary, in Trustee's or Beneficiary's judgment, to protect the security hereof; incur the risks and obligations ordinarily incurred by owners of property (without any personal obligation on the part of the receiver); and/or take any and all other actions which may be reasonably necessary or desirable to comply with Grantor's obligations hereunder and under the Financing Documents. All sums realized by Beneficiary under this subparagraph, less all costs and expenses incurred by it under this subparagraph, including reasonable attorneys' fees, and less such sums as Beneficiary reasonably deems appropriate as a reserve to meet future expenses under this subparagraph, shall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither application of said sums to said indebtedness nor any other action taken by Beneficiary under this subparagraph shall cure or

waive any Event of Default, or notice of default hereunder or nullify the effect of any such notice of default. Beneficiary or Trustee, or any employee or agent of Beneficiary or Trustee, or a receiver appointed by a court, may take any action or proceeding hereunder without regard to (i) the adequacy of the security for the indebtedness secured hereunder, (ii) the existence of a declaration that the indebtedness secured hereby has been declared immediately due and payable, or (iii) the filing of a notice of default except as otherwise provided in Section B.1 above; and

(e) To execute a written notice of such Event of Default, and of its election to cause the Property to be sold to satisfy the obligations secured hereby, Trustee shall give and record such notice of default and notice of sale as the law then requires as a condition precedent to a Trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Grantor except as otherwise required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale and in such order as it or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale (the obligations hereby secured being the equivalent of cash for purposes of said sale). If the Property consists of several lots, parcels, or items of property, Beneficiary may: (i) designate the order in which such lots, parcels, or items shall be offered for sale or sold, or (ii) elect to sell such lots, parcels or items through a single sale, through two or more successive sales, or in any other manner Beneficiary deems in its best interest. Grantor shall have no right to direct the order in which the Property is sold. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at such time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Grantor or Beneficiary, may purchase at such sale.

In connection with any sale or sales hereunder, Beneficiary may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the real property covered hereby or any improvements thereon without causing structural damage thereto as if the same were personal property or a fixture, as the case may be, and dispose of the same in accordance with applicable law, separate and apart from the sale of real property. Any sale of any personal property or fixtures hereunder shall be conducted in any manner permitted by the Idaho Uniform Commercial Code.

After deducting all reasonable costs, fees and expenses of Trustee and of this trust, including all costs of evidence of title and reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums so expended under the terms hereof not then repaid, the payment of all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto;

(f) To resort to and realize upon the security hereunder and any other security now or hereafter held by Beneficiary in such order and manner as Trustee and Beneficiary or either of them may, in their sole discretion, determine; and resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both;

(g) To seek a judgment that Grantor has breached its covenants, representations and/or warranties with respect to the environmental matters set forth above in Section A.16, by commencing and maintaining an action or actions in any court of competent jurisdiction for breach of contract pursuant, whether commenced prior to foreclosure of the Property or after foreclosure of the Property, and to seek the recovery of any and all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other reasonable out-of-pocket costs or expenses actually incurred by Beneficiary (collectively, the "Environmental Costs") incurred or advanced by Beneficiary relating to the cleanup, remediation or other response action required by Applicable Law or to which Beneficiary reasonably believes necessary to protect the Property, it being conclusively presumed between Beneficiary and Grantor that all such Environmental Costs incurred or advanced by Beneficiary relating to the cleanup, remediation or other response action of or to the Property were made by Beneficiary in good faith. All Environmental Costs incurred by Beneficiary pursuant to this subparagraph (including without limitation court costs, reasonable consultants' fees and reasonable attorneys' fees, whether incurred in litigation or not and whether before or after judgment) shall bear interest at the Default Rate (as hereinafter defined) from the date of expenditure until said sums have been paid. Beneficiary shall be entitled to bid, at the sale of the Property held pursuant to subparagraph (e) above, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash. Grantor acknowledges and agrees that notwithstanding any term or provision contained herein, the Environmental Costs shall be exceptions to any non-recourse or exculpatory provision and Grantor shall be fully and personally liable for the Environmental Costs hereunder and such liability shall not be limited to the original principal amount of the obligations secured by this Deed of Trust and Grantor's obligations shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Property or this Deed of Trust. For the purposes of any action brought under this subparagraph, Grantor hereby waives the defense of laches and any applicable statute of limitations; and

(h) To waive its lien against the Property or any portion thereof, whether fixtures or personal property, to the extent such property is found to be environmentally impaired in accordance with Applicable Law and to exercise any and all rights and remedies of an unsecured creditor against Grantor and all of Grantor's assets and property for the recovery of any deficiency and Environmental Costs. As between Beneficiary and Grantor, Grantor shall have the burden of proving that Grantor or any related party (or any affiliate or agent of Grantor or any related party) was not in any way negligent in permitting the release or threatened release of the Hazardous Substance. Grantor acknowledges and agrees that notwithstanding any term or provision contained herein, to the extent permitted by law, all judgments and awards entered against Grantor shall be exceptions to any non-recourse or exculpatory provision and Grantor shall be fully and personally liable for all judgments and awards entered against Grantor hereunder and such liability shall not be limited to the original principal amount of the obligations secured by this Deed of Trust and Grantor's obligations shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Property or this Deed of Trust. For the purposes of any action brought under this subparagraph, Grantor hereby waives the defense of laches and any applicable statute of limitations.

3. Payment of Costs, Expenses and Attorneys' Fees. All reasonable costs and expenses incurred by Trustee and Beneficiary pursuant to subparagraphs (a) through (h)

inclusive of Paragraph B.2 (including without limitation court costs, reasonable consultants' fees and reasonable attorneys' fees, whether incurred in litigation or not and whether before or after judgment) not paid within thirty (30) days of demand therefor shall bear interest at a rate equal to the lesser of eighteen percent per annum (18%) or the highest legally permitted rate (the "Default Rate"), from the date of demand until said sums have been paid. Beneficiary shall be entitled to bid, at the sale of the Property held pursuant to subparagraph (e) above, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash.

4. Remedies Cumulative. All rights and remedies of Beneficiary and Trustee hereunder are cumulative and in addition to all rights and remedies provided by law.

5. Releases, Extensions, Modifications and Additional Security. Without affecting the liability of any person for payment of any indebtedness secured hereby, or the lien or priority of this Deed of Trust upon the Property, Beneficiary may, from time to time, with or without notice, do one or more of the following as otherwise permitted under the Financing Documents: release any person's liability for the payment of any indebtedness secured hereby, make any agreement or take any action extending the maturity or otherwise altering the terms or increasing the amount of any indebtedness secured hereby, and accept additional security or release all or a portion of the Property and/or other security held to secure the indebtedness secured hereby.

6. Marshalling. Grantor hereby waives any right to require that any security given hereunder or under any other agreement securing the obligations secured hereby be marshalled and further waives any right otherwise available in respect to marshalling of assets which secure any obligation secured or imposed hereby or to require Beneficiary to pursue its remedies against any such assets.

C. SECURITY AGREEMENT AND FIXTURE FILING.

1. Grant of Security Interest. As additional security for the obligations secured by this Deed of Trust, Grantor hereby grants to Beneficiary a security interest in and to the following items (collectively, the "Collateral"). Grantor is sometimes referred to herein as "Debtor" and Beneficiary is sometimes referred to herein as "Secured Party".

(a) All goods, fixtures and other equipment of every kind in which Debtor now or at any time hereafter owns or acquires any interest in connection with the Property, including, without limitation, all tools, equipment, appliances, heating, ventilating and air conditioning systems, plumbing, mechanical and electrical systems, elevators, lighting, alarm systems, fire control systems, carpets and carpeting, furnishings, furniture, trailers, mobile homes, service equipment, building or maintenance equipment, and all additions and accessions thereto, whether located at the Property, Debtor's places of business or elsewhere;

(b) All inventory and tangible assets used or consumed in connection with the Property in which Debtor now or at any time hereafter owns or acquires any interest, and all products thereof, whether in the possession of Debtor, warehousemen, bailees or any other person and to the extent now or hereafter located at the Property;

(c) All goods and property covered by any warehouse receipts, bills of lading and other documents evidencing any goods or other tangible personal property of any kind in which Debtor now or at any time hereafter has any interest in connection with the Property or Collateral;

(d) All goods and other tangible personal property of every kind, character or nature in which Debtor now has or at any time hereafter shall have any interest, located on or used in the operation, use, maintenance, development or construction of or otherwise in connection with the Property or Collateral, including, without limitation, any equipment, inventory and other goods and assets which are now or hereafter acquired with loan proceeds or acquired pursuant to or in connection with any lease or other contract pertaining to any use of the Property;

(e) All general intangibles, accounts, agreements, contracts, documents and leases of any kind or nature in which Debtor now or at any time hereafter has an interest related to the Property or the use, operation or maintenance of the Property or any part thereof, and all amendments, supplements, substitutions and renewals thereof, including without limitation all contract rights of Debtor in leases, warranties, letters of credit, construction contracts, permits, licenses, approvals, governmental authorizations, consulting contracts, bonds, plans and specifications, architectural and engineering drawings, fire insurance policies and other insurance policies, condemnation awards and settlements, copyrights, trademarks, trade names, goodwill, and accounts receivable;

(f) All profits, payments or proceeds of and from any and all agreements for the sale, lease, transfer or conveyance of all or any portion of the Property, subject to the rights of Debtor to collect and retain the same so long as no Event of Default shall have occurred and is continuing; and

(g) Any and all products, accessions, additions, substitutions, replacements or proceeds of or to any of the Collateral which may now or hereafter exist, and any and all rent or income derived from any or all of the Collateral, subject to the rights of Debtor to collect and retain the same so long as no Event of Default shall have occurred and is continuing.

2. Remedies. Upon an Event of Default, Beneficiary is and shall be entitled to all the rights, powers and remedies granted a secured party under the Idaho Uniform Commercial Code and other applicable law, including, but not limited to, the right to take possession of all such Collateral. Beneficiary or its representatives may enter upon the Property (without Beneficiary being deemed to be taking possession of the Property or being deemed a mortgagee-in-possession) at any time to inspect, repair, assemble, have appraised or to remove the Collateral and may advertise and conduct public auctions and private sales thereon. Beneficiary may require Grantor to assemble the Collateral and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to both parties. In addition to the expenses of retaking, holding, preparing for sale, selling and otherwise exercising its remedies hereunder, Beneficiary shall be entitled to recover reasonable attorneys' fees and legal expenses before applying the balance of the proceeds from the sale or other disposition of the Collateral towards satisfaction of the obligations secured hereby. Grantor shall remain liable for any deficiency remaining after such sale or other disposition.

With respect to fixtures, Beneficiary or Trustee may elect to treat same as either real property or personal property and proceed to exercise such rights and remedies applicable to the categorization so chosen. Beneficiary may proceed against the items of real property and any items of Collateral separately or together in any order whatsoever, without in any way affecting or waiving Beneficiary's rights and remedies under the Idaho Uniform Commercial Code or its rights and remedies provided under this Deed of Trust.

3. Fixture Filing. Grantor agrees that this Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder where the Property is located with respect to any and all fixtures included within the term "Property" as used herein and with respect to any goods and other personal property that may now be or hereafter become fixtures. The names and mailing addresses of the debtor (Grantor) and the secured party (Beneficiary) are set forth below in Section D.12 of this Deed of Trust. Grantor is, or is one of, the record owners of the Property. The personal property described above is the Collateral covered by this financing statement. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In additional, Grantor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to such Collateral. Grantor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require.

4. Limitations. Except as otherwise clearly and expressly provided in this Deed of Trust: (i) Beneficiary has not consented to any other security interest of any other person in any Collateral and has not disclaimed any interest in any Collateral; and (ii) Beneficiary has not agreed or consented to the removal of any Collateral from the Property, and any such consent by Grantor shall not be binding on Beneficiary.

5. Removal. Notwithstanding any other provision of this Deed of Trust or any other agreement or contract between Grantor and Beneficiary to the contrary, Grantor shall not, without the prior written consent of Beneficiary, remove or permit the removal of any fixture from the Property with a replacement cost in excess of Twenty Thousand Dollars ($20,000) for any one item or One Hundred Thousand Dollars ($100,000) in the aggregate of all such fixtures removed from the date of such completion until the date this Deed of Trust is reconveyed, except for fixtures removed and replaced in the ordinary course of business, or as otherwise specifically permitted pursuant to the Loan Agreement. Beneficiary further reserves the right to prohibit the removal of any such fixture by any person with the legal right to remove any fixture from the Property unless and until such person makes arrangements with (and satisfactory to) Beneficiary for the payment to Beneficiary of all costs of repairing any physical injury to the Property which may be caused by the removal of that fixture.

D. MISCELLANEOUS PROVISIONS.

1. Non-Waiver. By accepting payment of any sum secured hereby after its due date or late performance of any obligation secured hereby, Beneficiary shall not waive its right

against any person obligated directly or indirectly hereunder or on any obligation hereby secured, either to require prompt payment or performance when due of all other sums and obligations so secured or to declare default for failure to make such prompt payment or performance. No exercise of any right or remedy by Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

2. Further Assurances. Grantor shall, upon demand by Beneficiary or Trustee, execute, acknowledge (if appropriate) and deliver any and all documents and instruments and do or cause to be done all further acts reasonably necessary or appropriate to effectuate the provisions hereof.

3. Statements of Condition. From time to time as required by law, Beneficiary shall furnish to Grantor such statement as may be required concerning the condition of the obligations secured hereby. Upon demand by Beneficiary, Grantor covenants and agrees to pay Beneficiary's reasonable costs incurred in furnishing such statement, but not in excess of the maximum amount allowed by law.

4. Usury Savings Clause. Nothing contained herein or in the Financing Documents shall be deemed to require the payment of interest or other charges by Grantor in excess of the amounts that may be lawfully charged to the Grantor pursuant to the Financing Documents or under the applicable usury laws. In the event Beneficiary shall collect monies which are deemed to constitute interest which would increase the effective interest rate to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of Beneficiary, be returned to Grantor or credited against the principal balance of any obligation secured hereby then outstanding.

5. Attorneys' Fees. In the event legal action, suit or any proceeding is commenced between Grantor and Trustee or Beneficiary regarding their respective rights and obligations under this Deed of Trust or any of the other Financing Documents, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, attorneys' fees and court costs. As used herein the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

6. Waiver of Personal Liability. No officer, agent, director or employee of the Grantor shall be individually or personally liable for payment of any principal (or Redemption Price) and interest on the Bonds or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of the Deed of Trust; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or specifically provided by this Deed of Trust.

7. Grantor and Beneficiary Defined. The term "Grantor" herein includes both the original Grantor and any subsequent owner or owners of any of the Property, and the term

"Beneficiary" includes the original Beneficiary and also any subsequent duly appointed beneficiary, and each of their successors.

8. No Joint Venture. The relationship of Grantor and Beneficiary under this Deed of Trust and the Loan Agreement is, and shall at all times remain, solely that of Grantor and lender; and Beneficiary neither undertakes nor assumes any responsibility or duty to Grantor or to any third party with respect to the Property. Notwithstanding any other provisions of this Deed of Trust and the Financing Documents: (a) Beneficiary and Authority are not, and shall not be construed as, a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind of Grantor and Beneficiary and Authority do not intend to ever assume such status; (b) the activities of Beneficiary and Authority in connection with this Deed of Trust and the Financing Documents shall not be "outside the scope of the activities of a lender of money" within the meaning of Idaho Civil Code Section 3434, as amended or recodified from time to time, and Beneficiary and Authority do not intend to ever assume any responsibility to any person for the quality, suitability, safety or condition of the Property; and (c) Beneficiary and Authority shall not be deemed responsible for or a participant in any acts, omissions or decisions of Grantor. The Beneficiary and Authority shall not be directly or indirectly liable or responsible for any loss, claim, cause of action, liability, indebtedness, damage or injury of any kind or character to any person or property arising from any construction on, or occupancy or use of, any of the Property, whether caused by or arising from: (i) any defect in any building, structure, grading, fill, landscaping or other improvements thereon or in any on-site or off-site improvement or other facility therein or thereon; (ii) any act or omission of Grantor or any of Grantor's agents, employees, independent contractors, licensees or invitees; (iii) any accident in or on any of the Property or any fire, flood or other casualty or hazard thereon; (iv) the failure of Grantor, any of Grantor's licensees, employees, invitees, agents, independent contractors or other representatives to maintain the Property in a safe condition; and (v) any nuisance made or suffered on any part of the Property.

9. Rules of Construction. When the identity of the parties hereto or other circumstances make it appropriate the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Specific enumeration of rights, powers and remedies of Trustee and Beneficiary and of acts which they may do and acts Grantor must or must not do shall not exclude or limit the general. The headings of each paragraph are for information and convenience and do not limit or construe the contents of any provision hereof.

10. Severability. If any term of this Deed of Trust, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

11. Successors in Interest. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

12. Notices. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by hand delivery, recognized overnight courier, registered or certified mail addressed as follows:

To GRANTOR at:	Idaho College of Osteopathic Medicine, LLC 231 Washington Avenue, Suite C Santa Fe, NM 87501 Attention: Daniel Burrell E-mail: dburrell@bwrco.com
To AUTHORITY at:	Public Finance Authority 22 E. Mifflin Street, Suite 900 Madison, WI 53703 Attention: Scott Carper and Michael LaPierre Email: scarper@pfauthority.org; and mlapierre@pfauthority.org
To TRUSTEE at:	TitleOne Corporation
To BOND TRUSTEE and INITIAL BENEFICIARY at:	U.S. Bank National Association 170 South Main Street, Suite 200 Salt Lake City, UT 84101 Attn: Global Corporate Trust Services

The addresses may be changed from time to time by any party by serving notice as heretofore provided. Service of such notice or demand shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the second day after the date of mailing, whichever is earlier in time.

13. No Merger. The parties' rights, obligations and interests in land created by or arising under the Financing Documents are separate, cumulative, and independent and there shall be no merger of any such rights, obligations or interests.

14. Beneficiary's Right to Perform. If Grantor fails to make any payment or perform any act required by this Deed of Trust or by any junior, subordinated or senior deed of trust or other lien on the Property (without hereby implying the Beneficiary's consent to any such lien or encumbrance), then, at any time thereafter (but subject to any grace period or cure period and notice requirements under the Financing Documents), and without waiving or releasing any obligation or default, Beneficiary may make such payment or perform such act for the account and at the expense of Grantor and shall have the right to enter the Property for such purpose and to take all such action thereon and with respect to the Property as may be necessary or

appropriate for such purpose. Notwithstanding anything to the contrary in this Deed of Trust, Beneficiary shall have no obligation to do anything set out in this Paragraph. Beneficiary shall be entitled to interest on all sums so paid by Beneficiary and all costs and expenses so incurred from the date paid by Beneficiary until reimbursed in full by Grantor at the Default Rate. All sums so paid by Beneficiary, all costs and expenses so incurred and interest thereon shall be paid by Grantor to Beneficiary on demand. If Beneficiary shall elect to pay any tax, assessment, levy or charge mentioned in Paragraph A.2 of this Deed of Trust, Beneficiary may do so in reliance on any bill, statement or assessment procured from the appropriate public or nonpublic office, without inquiring into the accuracy thereof or into the validity of such tax, assessment, levy or charge. Similarly, in making any payments to protect the security interests intended to be created by this Deed of Trust, Beneficiary shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same.

15. Amendments; Releases or Reconveyances. This Deed of Trust may be amended, changed, modified or terminated at any time, without the necessity of obtaining the consent of the Authority, the Bond Trustee or the holders of the Bonds, subject to the conditions and as provided in Article IX of the Indenture.

Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any property not then or theretofore released as security for the full amount of all unpaid obligations, the Trustee may from time to time, and with notice to the Grantor, release any person other than the Grantor so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences, release or reconvey, or cause to be released or reconveyed, any portion or all of the Property, release any other or additional security for any obligation herein mentioned, or make compositions or other arrangements with debtors in relation thereto; and if the Trustee at any time holds any additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same at its option, either before or concurrently herewith or after a sale is made hereunder.

16. Headings. The headings of the articles of this Deed of Trust are for convenience only and do not limit its provisions.

17. Bond Trustee. To the extent Beneficiary is the Bond Trustee, all provisions of the Indenture relating to the rights, powers, privileges and protections of the Bond Trustee thereunder shall apply with equal force and effect to all actions taken by the Bond Trustee as Beneficiary in connection with this Deed of Trust.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust on the day and year set forth above.

GRANTOR:

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE, LLC

By: _____
Name: Daniel Burrell
Title: Authorized Representative

STATE OF Montana
COUNTY OF Lake } SS.

On December 14, 2017, before me, Dan Burrell, Notary Public, personally appeared Daniel Burrell as Authorized Representative of Idaho College of Osteopathic Medicine, LLC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)

CHRISTINE DIX NOTARIAL SEAL STATE OF MONTANA
CHRISTINE DIX
NOTARY PUBLIC for the
State of Montana
Residing at Arlee, MT
My Commission Expires
February 18, 2021.

Exhibit A

The following describes a parcel of land being a portion of the most Easterly part of Lot 2 in Block 1 of Joint No. 2 Subdivision Phase 1 according to the official plat thereof as filed for record in Book 99 of Plats at Pages 12828 thru 12830, records of Ada County, Idaho and more particularly described as follows:

Beginning at the Southeast corner of Lot 2 in Block 1 of said Joint No. 2 Subdivision Phase 1, being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence along the Easterly boundary line of said Lot 2 North 00°00'00" East, 442.71 feet to an angle point in the boundary of said Lot 2 which is being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence leaving said Easterly boundary line, and continuing along the exterior boundary line of said Lot 2
North 90°00'00" West, 354.53 feet to an angle point in the boundary of said Lot 2 which is being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence continuing along said exterior boundary line, and its prolongation being Westerly of and parallel with the Easterly boundary line of said Lot 2, and also being the Westerly boundary limits of this ALTA/ACSM Land Title Survey for the Idaho College of Osteopathic South 00°00'00" West, 439.95 feet to a point on the Southerly boundary line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly right of way line of Interstate 84;

thence leaving said parallel line, and along the Southerly boundary line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly right of way line of Interstate 84 South 88°33'08" East, 354.54 feet to the Point of Beginning.

EXHIBIT C

Subordination, Nondisturbance and Attornment Agreement

(attached)

When recorded mail to:

U.S. Bank National Association
170 South Main Street, Suite 200
Salt Lake City, UT 84101
Attn: Global Corporate Trust Services

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This **SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT** (this "***Agreement***") is dated as of this 1st day of December 2017, by and between the **BOARD OF TRUSTEES AND STATE BOARD OF EDUCATION OF IDAHO STATE UNIVERSITY** ("***SBOE***"), **IDAHO STATE UNIVERSITY** ("***ISU***"), a state institution of higher education governed by SBOE, **IDAHO COLLEGE OF OSTEOPATHIC MEDICINE, LLC**, a limited liability company organized under the laws of the State of Idaho (the "***Company***"), and **U.S.BANK NATIONAL ASSOCIATION**, a national banking association, as trustee under the Indenture referred to herein (the "***Trustee***")

RECITALS:

A. SBOE owns that certain real property located at the ISU-Meridian Health Science Center, 1311 E. Central Drive, Meridian, ID 83642, and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "***Leased Premises***").

B. SBOE has authorized and appointed ISU as SBOE's authorized agent to act as landlord under the terms and conditions of a Ground Lease, by and between ISU and the Company (as amended, the ***"Ground Lease"***), and SBOE provided its consent to ISU to lease, on behalf of SBOE, the Leased Premises to the Company at its Board meeting of August 11, 2016.

C. The Company is a private company created by its organizers for (i) the purpose of creating and operating a private accredited college of osteopathic medicine in the State of Idaho and (ii) other purposes as set forth in Ground Lease.

D. The Public Finance Authority (the "Authority") has duly authorized the issuance of its Taxable Educational Facilities Revenue Bonds (Idaho College of Osteopathic Medicine Project) Series 2017A (the "***Series 2017A Bonds***"), and its Taxable Educational Facilities Revenue Bonds (Idaho College of Osteopathic Medicine Project) Series 2017B (the "***Series 2017B Bonds***" and together with the Series 2017A Bond, the ***"Bonds"***) pursuant to an Indenture of Trust, dated as of December 1, 2017 (the "***Indenture***"), by and between the Authority and the Trustee, and has loaned the proceeds thereof to the Company pursuant to a Loan Agreement, dated as of December 1, 2017, (***the "Loan Agreement"***) by and between the Authority and the Company.

E. As provided in the Ground Lease, the Company will acquire, construct, complete and operate certain improvements (the ***"Lessee Building"***) and equipment (together, the ***"Company Property"***) at the Leased Premises.

F. To secure its obligations under the Loan Agreement, the Company has executed and delivered or shall execute and deliver a Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "***Deed of Trust***"), made by the Company for the benefit of the Trustee.

NOW, THEREFORE, the parties hereto, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. The Company, SBOE and ISU each hereby acknowledges and agrees that (i) the Company has received provisional accreditation from the American Osteopathic Association's Commission on Osteopathic College Accreditation ("COCA"), (ii) such provisional accreditation satisfies the requirements for accreditation specified in Section 4 and Section 6 of the Ground Lease, (iii) the Lease Commencement Date has occurred, (iv) the Ground Lease is a valid obligation of the Company, SBOE and ISU, respectively, enforceable in accordance with its terms, and (iv) to the best of the knowledge of each of the respective parties, no event of default or event, which but for notice and the opportunity to cure or both would constitute an event of default under the Ground Lease or an event which would give SBOE or ISE the right to terminate the Ground Lease, has occurred and is continuing.

2. The Company and the Trustee each hereby agree that the Deed of Trust is now and shall remain subject and subordinate to SBOE's fee simple interest in the Leased Premises, including under any renewals, modifications, replacements, consolidations, and executions thereof, subject to the terms of this Agreement.

3. SBOE and ISU (i) consent to the execution, delivery and performance by the Company of the Deed of Trust and the Loan Agreement, without regard as to whether the value of the Lessee Building and other improvements at the time the Bonds are issued is less than the principal amount of the Bonds, (ii) agree that the execution, delivery and performance thereof and the exercise of the rights and remedies of the Trustee thereunder will not cause a default under the Ground Lease, and (iii) agree that SBOE's and ISU's interest in the Company Property (including, but not limited to, any statutory landlord's lien) shall be subordinate to any mortgage, deed of trust, security or other interest therein of the Trustee.

4. SBOE and ISU agree that, so long as no event has occurred and no condition exists which would entitle ISU to terminate the Ground Lease or would cause, without further action of ISU, the termination of the Ground Lease or would entitle ISU to dispossess the Company from the Lease Premises, then the Company's leasehold estates under the Ground Lease shall not be terminated without the consent of the Trustee, provided that in connection with any such consent the Trustee shall be entitled to receive and rely upon an opinion of counsel to the effect that such consent is authorized or permitted by the applicable documents to which the Trustee is a party.

5. The Company, SBOE and ISU hereby agree that the Deed of Trust shall be a mortgage under the Ground Lease and the Trustee shall be a mortgagee with all rights of a mortgagee under the Ground Lease.

6. Notwithstanding any provisions of the Ground Lease to the contrary, all requirements with respect to escrows for impositions for taxes, assessments or similar charges with respect to the Leased Premises or the Company Property and contests with respect to the validity or amount thereof shall be controlled by and determined in accordance with the Deed of Trust.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

8. All remedies which the Trustee may have against the Company provided herein, if any, are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between the Trustee and the Company or others. Notwithstanding anything to the contrary herein, nothing in this Agreement shall limit or restrict the rights and protections afforded to the Company under the Ground Lease.

9. The Trustee shall be entitled to enter upon Leased Premises and the Company Property from time to time to remove some or all Company Property pledged pursuant to the Deed of Trust or the documents executed by the Company in connection with the Bonds, subject to the limitations on the Company provided in Section 32 of the Ground Lease.

10. All notices to be given under this Agreement shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed, upon the first to occur of receipt or the refusal of delivery as shown on a return receipt, after deposit in the United States Postal Service certified mail, postage prepaid, addressed to the address of the Company, SBOE, ISU or the Trustee appearing below. Such addresses may be changed by notice given in the same manner at least fifteen (15) business days prior to its effectiveness.

The Trustee's Address:	U.S. Bank National Association 170 South Main Street, Suite 200 Salt Lake City, UT 84101 Attn: Global Corporate Trust Services
SBOE's Address:	Idaho State Board of Education 650 West State Street, Third Floor Boise, ID 83702.
ISU's Address:	Idaho State University 921 So. 8th Ave, Stop 8310 Pocatello, ID 83209 Attn: President

Company's Address: Idaho College of Osteopathic Medicine
231 Washington Avenue, Suite C
Santa Fe, NM 87501
Attn: Daniel C. Burrell, Manager

11. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and along with the Deed of Trust contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

12. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

13. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

14. The rights of the Trustee, ISU and SBOE hereunder shall be freely assignable, unless otherwise stated, and all references herein to the Trustee, ISU or SBOE (as applicable) shall be deemed to include its respective successors and assigns.

15. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

16. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Idaho.

17. This Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IDAHO STATE UNIVERSITY

By: _____
Name: Arthur Vailas
Title: President

Date: Dec 12, 2017

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE, LLC

By: _____
Daniel C. Burrell, Manager

Date: _____, 2017

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

Consent granted by:

BOARD OF TRUSTEES AND STATE BOARD OF EDUCATION OF IDAHO STATE UNIVERSITY

By: _____
Name: LINDA L. CLARK
Title: PRESIDENT

Date: 12/14, 2017

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IDAHO STATE UNIVERSITY

By: _____
Name: _____
Title: _____

Date: 12-14, 2017

IDAHO COLLEGE OF OSTEOPATHIC MEDICINE, LLC

By: _____
Daniel C. Burrell, Manager
Authorized Representative

Date: 12/14, 2017

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

Consent granted by:

BOARD OF TRUSTEES AND STATE BOARD OF EDUCATION OF IDAHO STATE UNIVERSITY

By: _____
Name: _____
Title: _____

Date: _____, 2017

STATE OF IDAHO }
COUNTY OF Bannock SS.

On 12.12.2017, before me, Susan Hengel-Morris, personally appeared Arthur C. Vailas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Hengel-Morris

SUSAN HENGEL-MORRIS NOTARY PUBLIC STATE OF IDAHO (SEAL)

STATE OF _____ }
COUNTY OF _____ SS.

On _____, before me, _____, personally appeared Daniel C. Burrell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)

STATE OF IDAHO }
COUNTY OF _____ SS.

On _____, before me, _____, personally appeared Arthur C. Vailas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)

STATE OF Montana }
COUNTY OF Lake SS.

On December 14, 2017, before me, Dan Burrell, Notary Public, personally appeared Daniel Burrell as Authorized Representative of Idaho College of Osteopathic Medicine, LLC,, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)

CHRISTINE DIX NOTARIAL SEAL STATE OF MONTANA
CHRISTINE DIX
NOTARY PUBLIC for the
State of Montana
Residing at Arlee, MT
My Commission Expires
February 18, 2021.

STATE OF Idaho }
COUNTY OF Ada } SS.

On December 14, 2017, before me, Allison Duman, personally appeared Linda Clark, as President of the Board of Trustees and State Board of Education of Idaho State University, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALLISON R. DUMAN NOTARY PUBLIC STATE OF IDAHO

_____ (SEAL)

STATE OF _____ }
COUNTY OF _____ } SS.

On _____, before me, _____, personally appeared _____, as _____ of U.S. Bank National Association, as Trustee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)

STATE OF _____ }
SS.
COUNTY OF _____

On _____, before me, _____, personally appeared _____, as _____ of the Board of Trustees and State Board of Education of Idaho State University, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)

STATE OF _____ }
SS.
COUNTY OF _____

On _____, before me, _____, personally appeared _____, as _____ of U.S. Bank National Association, as Trustee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)

EXHIBIT A

REAL PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADA, STATE OF IDAHO, AND IS DESCRIBED AS FOLLOWS:

REVISED LEGAL

The following describes a Parcel of Land being a portion of the most Easterly part of Lot 2, Block 1 of Joint NO. 2 Subdivision Phase 1 according to the Official Plat thereof as filed for Record in Book 99 of Plats at Pages 12828 thru 12830, Records of Ada County, Idaho and more particularly Described as follows:

BEGINNING at the Southeast Corner of Lot 2, Block 1 of said Joint No. 2 Subdivision Phase 1 being Marked by a found 5/8" Iron Pin with Plastic Cap "PLS 10729";

Thence along the Easterly Boundary Line of said Lot 2, North 00°00'00" East, 442.71 feet to an Angle Point in the Boundary of said Lot 2 which is being Marked by a found 5/8" Iron Pin with Plastic Cap "PLS 10729";

Thence leaving said Easterly Boundary Line, and continuing along the Exterior Boundary Line of said Lot 2, North 90°00'00" West, 354.53 feet to an Angle Point in the Boundary of said Lot 2 which is being Marked by a found 5/8" Iron Pin with Plastic Cap "PLS 10729";

Thence continuing along said Exterior Boundary Line, and it's Prolongation being Westerly of and parallel with the Easterly Boundary Line of said Lot 2, and also being the Westerly Boundary Limits of this ALTA/ACSM Land Title Survey for the Idaho College of Osteopathic, South 00°00'00" West, 439.95 feet to a point on the Southerly Boundary Line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly Right of Way Line of Interstate 84;

Thence leaving said parallel Line, and along the Southerly Boundary Line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly Right of Way Line of Interstate 84, South 88°33'08" East, 354.54 feet to the POINT OF BEGINNING:

Said parcel of Land contains 3.59 Acres (156,465 Sq. Ft.) more or less.

END OF DESCRIPTION

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



EXHIBIT B

PERMITTED ENCUMBRANCES

1. The land described herein is located within the boundaries of City of Meridian (208-888-4433) and is subject to any assessments levied thereby.

2. The land described herein is located within the boundaries of Nampa-Meridian Irrigation District (208-466-7861) and is subject to any assessments levied thereby.

3. Reservations and exceptions in a United States Patents, and in the act authorizing the issuance thereof, recorded December 1, 1891 in Book 2 of Patents, at Page 433; and recorded April 6, 1898 in Book 3 of Patents, at Page 176, records of Ada County, Idaho.

4. An easement for the purpose shown below and rights incidental thereto as set forth in Pole Line Easement.
   Granted to: Idaho Power Company
   Purpose: construct, operate, maintain, reconstruct and remove electric transmission, distribution and telephone circuits, or any of them, and their appurtenances, attached to a single line of poles or other supports, with their incidental equipment
   Recorded: February 3, 1932
   Instrument No.: 147949
   Book 13 of Miscellaneous Records at Page 103, records of Ada County, Idaho;

   Partial Release of Easement
   Recorded: August 4, 2017
   Instrument No.: 2017-072055, records of Ada County, Idaho.

5. A 20' foot setback restriction, a 100' foot setback restriction, and restricted access rights as set forth in a Warranty Deed in favor of the State of Idaho.
   Recorded: October 31, 1964
   Instrument No.: 597322
   Book 516 of Deeds at Pages 667, 668, and 669, records of Ada County, Idaho.

6. The following conditions, restrictions, and restricted access rights as set forth in a State of Idaho Deed, in favor of the State of Idaho.
   Recorded: March 16, 1970
   Instrument No.: 737214, records of Ada County, Idaho;

   All rights of access, ingress or egress, to, from or between the property herein conveyed and the right of way of the public way identified as Interstate 80N, Project No. I-80N-1(29)45 Highway Survey, are prohibited;

   No buildings or structures, except irrigation or drainage structures, shall be permitted to be constructed within 20.0 feet of the right of way line of Interstate 80N, Project No. I-80N-1(29)45 Highway Survey;

   No junkyards or outdoor advertising signs, displays or devices (in conformity with Public Law 89-285 and State and Federal Regulations pertaining thereto) will be permitted on the property herein conveyed, except that advertising related to business conducted on the property herein conveyed may be permitted not closer than 20.0 feet from the right of way line of said Interstate 80N, Project No. I-80N-1(29)45 Highway Survey, but only on that portion of the property herein conveyed utilized exclusively for said business.

7. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code; and reservation of all mineral rights (47-701 Idaho Code) as set forth in State of Idaho Deed recorded March 16, 1970 as Instrument No. 737214, records of Ada County, Idaho.

8. Terms and provisions contained in a License Agreement by and between Nampa & Meridian Irrigation District and William A. Hon.
Recorded: November 17, 1995
Instrument No.: 95084882, records of Ada County, Idaho.

9. Terms and provisions contained in a License Agreement by and between Nampa & Meridian Irrigation District and William A. Hon, an individual.
Recorded: April 10, 1998
Instrument No.: 98033245, records of Ada County, Idaho.

10. Terms and provisions contained in an Ordinance No. 819.
Recorded: April 8, 1999
Instrument No.: 99034350, records of Ada County, Idaho.

11. Terms and provisions contained in a Development Agreement by and between City of Meridian, a municipal corporation; William A. Hon, a married man, as his separate estate; Roland L. Hon, a married man, as his separate estate; and William E. Norris, a married man, as his separate estate.
Recorded: May 20, 1999
Instrument No.: 99050962, records of Ada County, Idaho.

12. An easement for the purpose shown below and rights incidental thereto as set forth in a General Utility Easement.
Granted to: City of Meridian
Purpose: operation and maintenance of underground utilities
Recorded: June 24, 1999
Instrument No.: 99063014, records of Ada County, Idaho.

13. Easements, reservations, restrictions, and dedications as shown on the official plat of:

    Jabil Subdivision recorded April 5, 2004 as Instrument No. 104040119, records of Ada County, Idaho;

    Joint No. 2 Subdivision Phase 1 recorded December 4, 2007 as Instrument No. 107161082, records of Ada County, Idaho.

14. Terms and provisions contained in an Ordinance No. 07-1328.
Recorded: July 27, 2007
Instrument No.: 107106318, records of Ada County, Idaho;

    Correction of Ordinance Number and Approval of Ordinance No. 07-1332
Recorded: August 23, 2007
Instrument No.: 107119573, records of Ada County, Idaho.

15. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation as set forth in a Master Declaration Agreement.
Executed by: Board of Trustees and State Board of Education of Idaho State University and Joint School District No. 2, Ada and Canyon Counties, Idaho , an Idaho school district
Recorded: December 4, 2007
Instrument No.: 107161327, records of Ada County, Idaho.

16. Terms and provisions contained in a Joint Operations and Maintenance Agreement by and between Board of Trustees and State Board of Education of Idaho State University and Joint School District No. 2, Ada and Canyon Counties, Idaho, an Idaho school district.
Recorded: December 4, 2007
Instrument No.: 107161328, records of Ada County, Idaho.

17. Terms and provisions contained in a License Agreement by and between Nampa & Meridian Irrigation District and Thompson Family Trust U/T/D October 22, 2009 and Joint School District No. 2 (now West Ada School District).
Recorded: March 10, 2017
Instrument No.: 2017-020533, records of Ada County, Idaho.

UNIVERSITY OF IDAHO

SUBJECT
Prison Education Program Tuition and Fee Proposal

REFERENCE
May 15, 2023	The Idaho State Board of Education approved an Idaho Correctional Education per credit hour and full-time rate for Lewis-Clark State College.

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

BACKGROUND/DISCUSSION
We respectfully request the State Board of Education approval to implement a flat tuition rate for incarcerated students participating in the University of Idaho's Prison Education Program.

Currently, Pell Grants are the only financial aid available to incarcerated students, but they do not fully cover existing U of I tuition and fees. As a result, the university is subsidizing tuition costs through internal funding streams.

To address this, we propose a flat tuition rate of **$265 per student credit hour**, or **$3,180 per semester for full-time enrollment**. This rate would be **inclusive of all mandatory fees and web access**. The proposed rate reflects both the limited funding available to this student population and the limited services provided to incarcerated students compared to general population students.

This tuition structure is intended to support incarcerated individuals who have earned a high school diploma or GED to begin or continue college-level coursework.

Upon release, students would transition to the standard University of Idaho tuition rate for any further enrollment.

We also note that Lewis-Clark State College (LCSC) has implemented a similar model. At the May 15, 2023, special board meeting, the State Board of Education approved a reduced tuition rate for LCSC's Idaho Correctional Education program. We appreciate your consideration of this request to ensure educational access and fiscal responsibility as we expand this important program.

IMPACT
This new rate is closely aligned with the full Pell Grant award amount. While not all students receive the maximum award, this structure enables the university to

maximize available Pell funding while still accommodating those with partial awards. It also eliminates the need for most institutional subsidies. Though primarily an accounting adjustment, the change simplifies administration and enhances overall operational efficiency.

Importantly, this is also a student-centered improvement. Incarcerated students receive their financial aid packages later than the general student population due to the required paper processing of the Free Application for Federal Student Aid (FAFSA). As a result, they can see charges on their accounts that they cannot cover, creating confusion and stress. Implementing a flat rate that aligns with Pell eligibility will reduce uncertainty, increase transparency, which in turn may contribute to improved retention and graduation outcomes.

Prison Education Program locations with UI and LCSC are as follows:

University of Idaho:
Idaho Correctional Institution in Orofino - ICIO
Pocatello Women's Correctional Center – PWCC
Idaho State Correctional Center in Kuna

Lewis-Clark State College:
Idaho Correctional Institution in Orofino - ICIO
Pocatello Women's Correctional Center – PWCC
Idaho State Correctional Center in Boise – ISCC
Idaho State Correctional Institution in Kuna
South Idaho Correctional Institution in Kuna
Mountain View Transformation Center in Kuna
St. Anthony Work Camp in St. Anthony, ID
South Idaho Correctional Institution in Kuna
Idaho Maximum Security Institution in Kuna
North Idaho Correctional Institution in Cottonwood, ID

BOARD STAFF COMMENTS AND RECOMMENDATIONS

University of Idaho's request to implement a flat tuition rate for incarcerated students aligns with the Board's support of correctional education and is consistent with the previously approved model used by Lewis Clark State College.

The proposed rate reflects the circumstances of the prison education population, balances fiscal responsibility, and maximizing available federal aid through Pell Grants. In addition, it reduces reliance on institutional subsidies and improves administrative efficiency.

BOARD ACTION

I move to approve the University of Idaho's request to implement a flat tuition rate of $265 per student credit hour, or $3,180 per semester for full-time enrollment, for incarcerated students participating in the Prison Education Program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SUBJECT

Graduate Medical Education Committee Reappointments and New Appointments

REFERENCE

December 5, 2017	Board approved a Graduate Medical Education 10-year plan.
June 2018	Board approved first reading of Board Policy III.C. Graduate Medical Education Committee.
August 2018	Board approved second reading of Board Policy III.C. Graduate Medical Education Committee.
June 2020	Board approved reappointments to the Graduate Medical Education Committee.
August 2020	Board approved the appointments of Dr. Jaren Blake and Dr. A.J. Weinhold to the Graduate Medical Education Committee.
October 2020	Board approved the appointments of Dr. Thomas Mohr and Dr. John Grider to the Graduate Medical Education Committee.
October 2022	Board approved the appointments of Dr. Perry Brown Jr., Dr. Abby Davids, Dr. Robyn Dreibelbis, and Dr. Matthew Larsen and the reappointments of Dr. Mary Barinaga, Dr. Justin Glass, Dr. John Grider, Dr. Melissa Hagman, Susie Keller, Dr. Samantha Portenier, Dr. Kimberly Stutzman, and Dr. William Woodhouse to the Graduate Medical Education Committee.
December 2022	Board approved the reappointment of Dr. Clay Prince, Chief Medical Officer for Madison Health, to the Graduate Medical Education Committee.
June 2024	Board approved the appointments of Dr. Brandon Mickelson, Dr. Caroline Elizabeth Gass, Dr. Patricia Howell-DelTufo, and Travis Leach, to the Graduate Medical Education Committee.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.C.

BACKGROUND/DISCUSSION

The Graduate Medical Education (GME) committee plays a vital role in making recommendations on the implementation and refinement of the 10-year GME plan approved by the Board at the December 5, 2017 special Board meeting.

Consistent with Board Policy III.C, the purpose of the GME Committee is to provide recommendations to the Board on ways to enhance graduate education in the state of Idaho. The committee also supports the development, implementation, and

monitoring of the Board's graduate medical education short and long-term plans. The committee reports to the Board through the Instruction, Research, and Student Affairs Committee.

A maximum of thirty (30) members can serve on the committee. All committee members are appointed by the Board. Committee members represent postsecondary institutions providing graduate medical education for Idaho, residency sites, the Idaho Medical Association, and the Office of the State Board of Education. Representatives from medical organizations include a physician and an administrator. Appointments and/or reappointments serve five-year terms.

The Board is currently being asked to reappoint the following members to the GME Committee with terms expiring 2030:

- Ben Chan, MD, University of Utah School of Medicine
- Joshua Kern, MD, Full Circle Family Medicine – Twin Falls
- A.J. Weinhold, MD, ISU Family Medicine – Rexburg
- Luisa Hiendlmayr, MD, EIRMC Family Medicine
- Liz Gass, MD, UW Boise Psychiatry
- Beth Botts, MD, University of Utah/Idaho Psychiatry Residency
- Lisa Nelson, MD, Saint Alphonsus Healthcare
- Andy Wilper, MD, Boise VAMC

The Board is also currently being asked to consider appointing the following new individuals to the GME Committee:

- Toni Lawson, Idaho Hospital Association of Advocacy and External Relations
- Jon Shupe, MD, Coeur d' Alene Family Medicine Residency
- Heidi Shields, MD, MSIGMER Nampa Family Medicine
- Michael Krug, MD, St. Luke's Healthcare
- Elizabeth O'Donnell, MD, Portneuf Medical Center
- Karen Cabell, DO, Kootenai Health
- Hayes Baker, MD, Eastern Idaho Regional Medical Center
- Kenneth Krell, MD, EIRMC Internal Medicine

Curriculum Vitae for each of these new potential GME members is provided as attachments.

IMPACT

These reappointments and appointments to the GME committee will provide robust representation of medical professionals to serve on behalf of their designated institutions.

ATTACHMENTS

Attachment 1 – GME Committee Members 2025
Attachment 2 – CV for Toni Lawson
Attachment 3 – CV for Jon Shupe, MD

Attachment 4 - CV for Heidi Shields, MD
Attachment 5 – CV for Michael Krug, MD
Attachment 6 – CV for Elizabeth O'Donnell, MD
Attachment 7 – CV for Karen Cabell, DO
Attachment 8 – CV for Hayes Baker, MD
Attachment 9 – CV for Kenneth Krell, MD

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to re-appoint the following individuals to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2030:

- Ben Chan, MD, University of Utah School of Medicine
- Joshua Kern, MD, Full Circle Family Medicine – Twin Falls
- A.J. Weinhold, MD, ISU Family Medicine – Rexburg
- Luisa Hiendlmayr, MD, EIRMC Family Medicine
- Liz Gass, MD, UW Boise Psychiatry
- Beth Botts, MD, University of Utah/Idaho Psychiatry Residency
- Lisa Nelson, MD, Saint Alphonsus Healthcare
- Andy Wilper, MD, Boise VAMC

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint the following new individuals to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2030:

- Toni Lawson, Idaho Hospital Association of Advocacy and External Relations
- Jon Shupe, MD, Coeur d' Alene Family Medicine Residency
- Heidi Shields, MD, MSIGMER Nampa Family Medicine
- Michael Krug, MD, St. Luke's Healthcare
- Elizabeth O'Donnell, MD, Portneuf Medical Center
- Karen Cabell, DO, Kootenai Health
- Hayes Baker, MD, Eastern Idaho Regional Medical Center
- Kenneth Krell, MD, EIRMC Internal Medicine

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Update 7-24-25

GRADUATE MEDICAL EDUCATION COMMITTEE MEMBERS

Institution	Representative	Email	Term Expiration June 30 of
Office of State Board of Education	Jenn White, Executive Director Patrick Coulson, CFO Heidi Estrem, CAO	jwhite@edu.idaho.gov pcoulson@edu.idaho.gov hestrem@edu.idaho.gov	Ex Officio
GME Coordinator	Ted Epperly, MD	tedepperly@fullcircleidaho.org	Ex Officio
Idaho Hospital Association	Toni Lawson, Vice President of Advocacy and External Relations	tlawson@teamiha.org	Pending
Idaho Medical Association	Susie Pouliot Keller, CEO (Mike Cunnington, IMA Director of Government Affairs)	susie@idmed.org cunnington@idmed.org	2027
Idaho College of Osteopathic Medicine	Robyn Dreibelbis, DO	rdreibelbis@icom.edu	2027
University of Utah School of Medicine	Ben Chan, MD (Kylie Christensen Assoc Director/ MPH, RUUTE and Regional Affairs)	Benjamin.Chan@hsc.utah.edu kylie.christensen@hsc.utah.edu	2030
University of Washington School of Medicine	Mary Barinaga, MD	barinm@uw.edu	2027
Full Circle Family Med Boise	Abby Davids, MD	abbydavids@fullcircleidaho.org	2027
Full Circle Family Med Caldwell	Samantha Portenier, MD	samanthaportenier@fullcircleidaho.org	2027
Full Circle Family Med Nampa	Kim Stutzman, MD	KimStutzman@fullcircleidaho.org	2027
Full Circle Family Med Twin Falls	Joshua Kern, MD	kernjw@slhs.org	2030
Full Circle Pediatrics	Perry Brown, MD	PerryBrown@fullcircleidaho.org	2027
Idaho State University Family Medicine Residency	Brandon Mickelson, MD	brandonmickelsen@isu.edu	2027
ISU Family Medicine Rexburg	A.J. Weinhold, MD	weinana@isu.edu ajweinhold@isu.edu	2030

Update 7-24-25

Coeur d' Alene Family Medicine Residency	Jon Shupe, MD	jshupe@kh.org	Pending
EIRMC Family Medicine	Joshua Stringam, DO (PD) Luisa Hiendlmayr, MD (APD)	Joshua.Stringam@hcahealthcare.com luzpineda25@gmail.com	Pending, Waiting on CV 2030
EIRMC Internal Medicine	Kenneth Krell, MD	kkrell1@gmail.com kenneth.krell@hcahealthcare.com	Pending
EIRMC Psychiatry	Matt Larsen, DO	Drmattlarsen@gmail.com	2027
MSIGMER Nampa Family Medicine	Heidi Shields, MD	heidshie@gmail.com hshields@msigmer.org	Pending
UW Boise Internal Medicine	Moe Hagman, MD – Chair	mhagman@uw.edu	2027
UW Boise Psychiatry	Liz Gass, MD	Caroline.Gass@va.gov	2030
University of Utah/Idaho Psychiatry Residency	Beth Botts, MD	Elizabeth.Botts@hsc.utah.edu	2030
Saint Alphonsus Healthcare	Lisa Nelson, MD – Vice Chair (Diane Johnson)	Lisa.M.Nelson@saintalphonsus.org Diane.L.Johnson@saintalphonsus.org	2030
St. Luke's Healthcare	Michael Krug, MD	krugmi@slhs.org	Pending
Portneuf Medical Center	Elizabeth O'Donnell, MD	elizabeth.odonnell@pediatrix.com	Pending
Madison Memorial Hospital	Clay Prince, MD	clayprince@mmhnet.org	2027
Kootenai Health	Karen Cabell, DO	kcabell@kh.org	Pending
Boise VAMC	Andy Wilper, MD	wilpera@gmail.com	2030
Eastern Idaho Regional Medical Center	Hayes Baker, MD	margaret.baker2@hcahealthcare.com	Pending
West Valley Medical Center	Vacant		
Mountain View Hospital Idaho Falls	Ned Hillyard, PhD	nhillyard@mvhospital.net	Pending, Waiting on CV

L.A. "Toni" Lawson

Provides leadership to one of the most effective advocacy organizations in Idaho. Successfully coordinates coalitions to improve access to healthcare, including statewide election campaigns to expand Medicaid and financing options for public hospitals. Diverse background that includes the U.S. Senate, hospital management, fundraising, teacher and trainer, conflict resolution and media training.

Professional Experience

Vice President, Advocacy & External Relations / Chief Advocacy Officer
Idaho Hospital Association

January 2006 – Present

- Ensure effective leadership in political advocacy at the state and federal level for member hospitals.
- Effectively communicates the importance of IHA's voice in public policy.
- Responsible for planning and operationalizing IHA communication plan.
- Coordinate Media and public relations.
- Implement grassroots advocacy campaigns which include county, legislative and statewide campaigns.
- Research and analyze issues that arise related to legislative activities to inform members and make policy recommendations to IHA Board of Directors and IHA Legislative Policy Committee.
- Oversee annual economic impact and community benefit research in conjunction with member hospitals. Coordinate Report on Community Benefit and Economic Impact.
- Develop legislative proposals to address concerns of member hospitals.
- Manage the IHAPAC, staff Advisory Committee, lead fundraising efforts and coordinate financial contributions to political candidates. Fundraising revenue has increased 34% during my oversight, leading Idaho to be entered into the AHAPAC Hall of Fame.
- Collaborate with American Hospital Association on congressional advocacy, AHA Annual Meeting and visits to Capitol Hill, grassroots advocacy and AHAPAC activities. Activities have included participation as advisory committee member and presenter at the AHA Grassroots Retreat and collaboration on message development for independent campaign expenditures for 2nd Congressional District election.
- Promote Idaho hospitals and IHA advocacy agenda to outside organizations through collaboration and relationship building. Represent IHA on stakeholder coalitions. Frequent speaker at community forums, conferences and workshops.

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Health Policy Advisor, U.S. Senate Veteran's Affairs Committee / Special Committee on Aging, Senator Larry E. Craig *2004 - 2005*

- Developed plans and advised Senate committee chairman and staff on health care related issues.
- Worked with staff and senators to formulate positions on health policy issues.
- Drafted and negotiated health care legislation for introduction in U.S. Senate.
- Lead health care advisor on appropriations requests to Senator Larry Craig.
- Team lead in development of relevant health care topics for congressional hearings and acted as liaison with other committees, congressional staff, government agencies, and outside groups.
- Analyzed developments on issues and maintained status reports on all legislation relating to heath policy.
- Represented Senator Craig in efforts to deliver timely, high quality constituent service and aided in establishing policies that were responsive to the needs and interests of the West by building strong, sustainable rural communities and ensuring access to adequate, affordable health care.

Independent Consultant/Lobbyist, Lawson Consulting *2004*

- Principal lobbyist during the 2004 Idaho Legislature for clients that included the Idaho Nurses Association, Nurse Practitioners of Idaho and the National Association of Social Workers - Idaho Chapter.
- Successfully passed key legislation regarding licensure of advanced practice nurses.

- Coordinated advocacy efforts for access to health care, social justice and the practice of nurses, nurse practitioners and social workers.
- Represented the organizations on advocacy and policy coalitions.
- Awarded the Idaho State Award for Excellence from the American Academy of Nurse Practitioners.

Government Relations & Mission Project Coordinator, Saint Alphonsus Regional Medical Center 2001 - 2003

- Managed SARMC advocacy efforts during sessions of the Idaho Legislature and the U.S. Congress including tracking legislation, oversight of contract lobbyist activities, and coordination with other organizations on specific issues and testifying before the Idaho Legislature.
- Served as principal liaison to the Idaho Legislature and Idaho's congressional delegation to ensure effective and accurate communications.
- Coordinated Community Benefit budget and reporting process for over 95 community programs and activities and served a key role in the completion of SARMC's 2002 Community Needs Assessment.
- Represented the medical center on a variety of community committees and task forces.
- Developed administrative policy for language services to limited English proficient, deaf and hard of hearing patients.
- Created, implemented and supervised a new program to provide culture and language appropriate services and training opportunities for hospital staff and physicians. After implementation, the hospital moved from periodic use of untrained interpreters to systematic use of qualified medical interpreters for over 40 languages, addressing quality, regulatory and risk management concerns.
- Served as a member of the Idaho Task Force on Language Interpretation, a group designed to assist in analysis and compliance of federal policy regarding services for patients with limited English proficiency.

Special Events Coordinator, Saint Alphonsus Foundation 2000 - 2001

- Directed, developed, and assisted with the implementation of all special events designed to support fundraising, marketing, and community relations missions of the Saint Alphonsus Foundation including the annual multi-day Festival of Trees event and the Saint Alphonsus Classic Children's Race.
- Attained record-breaking participation and revenue at the Festival of Trees through successful management of over 40 committees and 1500 volunteers, resulting in over a half million dollars raised in support of hospital programs.

Development Manager, The Idaho Foodbank 1999 - 2000

- Obtained donations of time and money throughout the state from corporations, foundations, and individuals through planned giving programs, cause-related marketing, events, direct mail campaigns and ongoing donor relations.
- Coordinated marketing and development campaigns to further mission of the organization. All levels of contribution increased under my management.

Director, Volunteer Services Board, Boise State University 1998 - 1999

- Managed volunteer referral system, special events, marketing and promotion, financial development, and intern and volunteer training.
- Supervised all department officers and interns.
- Played a significant role in passing a bill through the ASBSU Senate to clarify and improve guidelines and definitions of Community Service.

Special Assistant to President, Condie Management Services 1995 - 1997

- Assisted in all aspects of non-profit association management, including board relations, convention planning, continuing education programs, membership, newsletter and mailings.
- Worked with multiple associations simultaneously, including the Building Owners & Managers Association, Idaho Cable Television Association and Idaho State Pharmacy Association.

International & Provincial Coordinator, Elkarri: Social Movement for Dialogue and Accord *1994 - 1995*

- Responsible for participating on the National Board of Directors, working with international peace organizations, coordinating 24 local groups throughout the province of Bizkaia, Spain, developing new local groups, planning workshops and conferences, public speaking, television appearances and long-term project planning.
- Served as a delegation member to Northern Ireland to investigate cease-fire and Irish peace process.

Education

- B.A. in Anthropology, Boise State University
- Language Proficiency Certificate, Official School of Language (Spain), 1990
- Fluent in both Basque and Spanish

Professional & Civic Affiliations

- State Association Government Relations Officers (national organization made up of government relations officers from each state hospital association) – Past President
- Idaho Medicaid Advisory Committee – Vice-Chair
- Idaho Insurance Exchange Community Partnership Advisory Committee
- Idaho Association of Commerce and Industry
- Boise Metro Chamber of Commerce
- Idaho Perinatal Project – Advisory Board Member
- American Heart Association, Pacific Mountain Affiliate – Legislative Advisory Council
- Quality of Life Coalition – Public Policy Committee
- Guest Lecturer to Public Health and Masters Programs each semester, Boise State University Department of Health Sciences
- Boise State University College of Social Science & Public Affairs – Dean's Advisory Committee
- Boise State University College of Health Sciences – Strategic Planning Advisory Committee
- Idaho State University - Deans' Advisory Council on Health Science Education in the Treasure Valley
- Leadership Boise, Boise Metro Chamber of Commerce
- Basque Museum and Cultural Center – member and former board member
- Boise Basque Center – member and former board member
- Inaugural Class of Distinguished Alumni of Capitol High School – Boise Idaho
- Recognized with Outstanding Alumna Award of College of Social Science and Public Affairs, Boise State University
- Idaho Women of the Year Award by Idaho Business Review
- Founder of "Women in Green", a networking group for women lobbyists at the Idaho Statehouse.
- Speaker for organizations like Go Lead Idaho,
- NEW Leadership Idaho speaker

Jonathan M. Shupe, M.D.

902 N. Armstrong Dr. Coeur d'Alene, ID 83814
(203) 444-8409 • jshupe@kh.org

WORK/RESEARCH EXPERIENCE:

Kootenai Clinics Coeur d'Alene Family Medicine Residency **Coeur d'Alene, ID**
Program Director July 2025-Present
Associate Program Director July 2022-Present
Core Faculty Physician Aug 2014-Present
Clinical Assistant Professor, Dept of Family Medicine, University of Washington
Core faculty for a full-scope 7+7+7 family medicine residency. Responsibilities include direct patient care, hospital medicine, program development, and resident supervision.

Associate Medical Director for Clinical Documentation Improvement (AMD-CDI) **Coeur d'Alene, ID** June 2019-2024
Physician Advisor
Per Diem position at Kootenai Medical Center focusing on utilization review and clinical documentation improvement

WWAMI Family Medicine Clerkship Site Director **Coeur d'Alene, ID**
Clinical Assistant Professor, Dept of Family Medicine, University of Washington Aug 2015-2025
Organize, supervise, and grade 3rd year medical students during their required Family Medicine Clerkship and 4th year medical students during their Family Med Sub-Internship

Doctors on Demand Urgent Care **Los Angeles, CA**
Physician Aug 2013 – June 2014
Director: Jennifer Chin, MD
Moonlighting position at a busy urgent care clinic.

U. of Connecticut, Institute for Clinical and Translational Science **Farmington, CT**
Student Assistant May 2009 – May 2011
PI: Juan Salazar, MD MPH
Non-paid position working in translational research relating to spirochete immunobiology.

Yale University, Dept. of Laboratory Medicine **New Haven, CT**
Research Assistant August 2004 – August 2007
PI: Mark Shlomchik, MD PhD
Position in laboratory medicine primarily working on two projects; Role of Toll-like receptors in activating autoreactive B cells, and depletion of B cells in the treatment of murine lupus.

University of Idaho, Dept. of Biological Sciences **Moscow, ID**
Research Assistant and Student Assistant May 2002 – May 2004
PI: Steven Austad PhD & Deborah Stenkamp PhD
Paid and non-paid position in developmental and aging biology. My project investigated evolutionary consequences for domestication on development of mouse visual system.

EDUCATION:

University of Washington Dept of Family Medicine **Seattle, WA**
Faculty Development Fellowship July 2021- June 2022

UCLA Family Medicine Residency **Santa Monica, CA**
Family Medicine Internship & Residency July 2011 – June 30, 2014
Clinical experience spanned a variety of health systems including UCLA, Los Angeles County Health Systems, Children's Hospital of Los Angeles, California Hospital, & the Veterans Administration.

University of Connecticut School of Medicine **Farmington, CT**
Doctor of Medicine Aug 2007 – May 15, 2011
Honors: Infectious Disease Society of America Medical Scholarship, 2008
Welsford and Mildred Clark Medical Memorial Scholarship, 2011.

University of Idaho **Moscow, ID**
Bachelor of Science in Biological Sciences Aug 2000 – May 2004
Bachelor of Arts in Spanish Language
Honors: University of Idaho Alumni Association Award for Excellence, 2003.

LICENSURE & CERTIFICATION:

American Board of Family Medicine: July 1, 2014 - Present
Medical Board of Idaho: May 2014 - Present
Medical Board of California: Oct 2012 - Sept 2014
Drug Enforcement Administration: Dec 2012 - Present
Idaho State Board of Pharmacy: May 2014 – Present

Contra Costa/STFM POC US Workshop: 4/29/2022 – 4/30/2022
Nexplanon: 7/14/2015
Buprenorphine DEA Waiver: Current
Advanced Cardiac Life Support (ACLS): Current
Pediatric Advanced Life Support (PALS): May 2011 – May 2013
Neonatal Resuscitation Program (NRP): 2016 - Present
Basic Life Support (BLS): Current
Advanced Life Support Obstetrics (ALSO): Current

PROFESSIONAL MEMBERSHIPS/LEADERSHIP POSITIONS:

Kootenai Clinic Provider Leadership Council, June 2020 – June 2025
North Idaho AHEC – Physician advisor, 2020 - Present
STFM Master Preceptor Award, 2020
2020 Excellence in Teaching Award, University of Washington School of Medicine
Kootenai Medical Center Family Medicine Department Chair, Jan 2019 – Jan 2021
Kootenai Care Network Quality and Safety Committee member, June 2019-Present
Kootenai Clinics Primary Care Divisional Meeting Chair, Jan 2018 – 2023
Kootenai Care Network Primary Care Service Line Rep, Jan 2018 - Present
Kootenai Benewah Medical Society, member since 2014
Idaho Academy of Family Physicians, member since 2014
University of Washington, Dept Family Medicine, Clinical Assistant Professor

American Academy of Family Physicians, member since 2011

PUBLICATIONS:

Kuhn P, Egwuatu P., Shupe, J. Does prediabetes increase the risk of all-cause mortality and cardiovascular disease? Evidence-Based Practice. 2022; 25(11):19-20

Sharpe G, McAlpine M, Shupe J. Does humidified air help relieve the symptoms of the common cold? Evidence-Based Practice. 2019; 22(12):17.

Laky D, Preston T, Shupe J. Do canalith repositioning exercises at home improve symptoms of benign paroxysmal positional vertigo? Evidence-Based Practice. 2018; 21(2):3.

Shupe, JM. (2013) Hyponatremia from Syndrome of Inappropriate Antidiuretic Hormone. *Evidence Based Clinical Reasoning in Medicine* (pp519-530). PMPH-USA, Limited.

Sweet RA, Christensen SR, Harris ML, Shupe J, Sutherland JL, Shlomchik MJ (2010). A new site directed transgenic rheumatoid factor mouse model demonstrates extrafollicular class switch and plasmablast formation. *Autoimmunity*. Dec;43(8):607-18.

Nickerson KM, Christensen SR, Shupe J, Kashgarian M, Kim D, Elkon K, Shlomchik MJ (2010). TLR9 regulates TLR7- and MyD88-dependent autoantibody production and disease in a murine model of lupus. *J Immunol.* Feb 15;184(4):1840-8.

Salazar JC, Duhnam-Ems S, La Vake C, Cruz AR, Moore MW, Caimano MJ, Velez-Climent L, Shupe JM, Krueger W, Radolf JD (2009). Activation of human monocytes by live Borrelia burgdorferi generates TLR2-dependent and –independent responses which include induction of IFN-B. *PLoS Pathog.* May;5(5)

Ahuja A, Shupe JM, Dunn R, Kashgarian M, Kehry M, Shlomchik MJ. (2007). Efficacy and resistance to therapy by depletion of B cells to treat murine lupus. *Journal of Immunology*. 179:3351-3361.

Christensen SR, Shupe JM, Nickerson K, Kashgarian, M Flavell, R, Shlomchik MJ. (2006). Toll-like Receptor 7 and TLR9 dictate autoantibody specificity and have opposing inflammatory and regulatory roles in lupus. *Immunity*. 25:417-428.

Shupe JM, Kristen D, Austad SN, Stenkamp DL. (2006). The eye of the laboratory mouse is anatomically adapted for natural conditions. *Brain, Behavior, & Evolution*. 67:39-52.

CONFERENCE PRESENTATIONS:

Shupe J, Behunin J. Procalcitonin: What is the clinical value of this biomarker in determining infection? IAFP Excellence in Primary Care 2019. Feb 8-9, Schweitzer Mountain Resort, Sandpoint, ID.

Curriculum Vitae

Heidi E. Shields, M.D.
St Alphonsus Nampa Medical Center
4300 E. Flamingo
Nampa, ID
208-205-0100
hshields@msigmer.org
cell: 208-861-8329

EDUCATION

1991-1994	Resident Physician, Family Practice Residency, St. Francis Hospital, Beech Grove, Indiana
1991	M.D., Medical College of Wisconsin, Milwaukee, Wisconsin
1990	M.S., Anatomy and Cellular Biology, Medical College of Wisconsin, Milwaukee, Wisconsin
1985	B.S., Zoology, Washington State University, Pullman, Washington

FELLOWSHIP

2025	National Institute for Program Director Development (NIPDD) Fellowship. Association of Family Medicine Residency Directors (AFMRD), 10/17/2024 – 03/24/2025

PROFESSIONAL EXPERIENCE

Healthcare

August 18, 2022 – current	Physician, Hospitalist, long term and acute care, locum tenens ERx contracted, Dayton General Hospital, 1012 S 3rd St, Dayton, WA
June 30, 2017 – current	Physician, Hospitalist, Sound Physicians, Saint Alphonsus Nampa Hospital through Echo Locum Tenens, Inc, 1498 Pacific Avenue, Suite 200, Tacoma, WA
Nov 1, 2012 – current	Physician, PRN St. Alphonsus Medical Group and Saint Alphonsus Family Medicine Hospitalist Group, Nampa, ID
Sep 1,2007 – Sep 1,2012	Physician, Columbia Family Clinic, Dayton, WA
Aug 1, 2005-6/8/2007	Physician, St. Alphonsus Medical Group(SAMG), Garrity Clinic
Sep 1, 1996-8/31/1998	Family Medical Director, Garrity Clinic, SAMG Nampa, ID
9/1/1996 – 8/31/1998	Medical Director, Donald S. Walker Health Center, Liberty, ME
Aug 1994-July 1996	Medical Director, Library Park Family Health & Immediate Care, Greenwood, IN
July 25-Aug 12, 1994	Locum Tenens, Yakima Valley Farm Workers Association, Walla Walla, WA
July 1992-July 1994	Physician, Library Park Immediate Care, Greenwood, IN

Teaching

Oct 14, 2024 – current	Clinical Associate Professor, Clinical Faculty College of Medicine, Community Faculty appointment, WSU Elson S Floyd College of Medicine, Tri-Cities campus
Jan 1, 2024-current	Adjunct Assistant Professor of Family Medicine, Idaho College of Osteopathic Medicine (ICOM), Meridian, ID
May 9, 2023-current	Program Director, MSI-Saint Alphonsus Nampa Family Medicine Residency
Jan 1, 2014 – current	Clinical Preceptor, Community Hospital OB and medicine rotations for 1st , 2nd and 3rd year Family Practice Residents, Full Circle Health, Boise, ID
Sep – Dec 2013	Adjunct Faculty, Anatomy, College of Idaho, Caldwell, ID
Oct-Nov 2004	Clinical Preceptor, University of Utah School of Medicine
Jan-May 1997	Clinical Preceptor, Husson College Family and Community Nurse Practitioner Program, Bangor, ME
Jan -May 1996	Clinical Preceptor, Indiana Wesleyan University School of Nursing, Family Nurse Practitioner Program, Indianapolis, IN
Jan 95-May 1996	Clinical Preceptor, Indiana University School of Nursing, Adult Nurse Practitioner Program, Indianapolis, IN
1987,1988	Tutor, Human Development, Basic Science Tutorial Program, Medical College of Wisconsin, Milwaukee, WI
1983-1984	Teaching Assistant, Elementary Organic Chemistry, Department of Chemistry, Washington State University, Pullman, WA

Research

1983-1985	Technician Assistant, Teratology Lab, VCAAP Department, College of Veterinary Medicine, Washington State University, Pullman, WA

HOSPITAL

Staff

Active	Nov 2, 2012-current	Medical Staff with Family Practice including Medicine, ICU newborn and obstetric privileges, St Alphonsus Medical Center, Nampa, 4300 Flamingo, Nampa, ID 83687
Active	Sep 1, 2007-Dec 2013, August 1, 2022 - current	Medical Staff with Family Practice privileges, including Emergency Room, Level 4 Trauma Center Dayton General Hospital, 1012 S. 3rd St., Dayton, WA 99328
Active	Nov 12, 1998-June 8, 2007	Medical Staff with privileges in Family Practice and Obstetrics, Mercy Medical Center, 1512 12th Avenue Road, Nampa, ID 83687
Active	Sep 1996-Aug 31, 1998	Medical Staff with privileges in Family Practice and Obstetrics, Waldo County General Hospital, 50 Northport Ave., Belfast, ME
Active	Jul 1994-Sep 1996	Medical Staff with privileges in Family Practice and Obstetrics, St. Francis Hospital and Health Centers, 1600 Albany St., Beech Grove, IN 46107

Courtesy	Jul 1994-Sep 1996	Family Practice Department, Community Hospitals Indianapolis, Community Hospital South, 1402 East County Line Rd. South, Indianapolis, IN 46247-0010
Courtesy	Jul 1994-Sep 1996	Family Practice Department, Methodist Hospital of Indiana, 1701 N. Finnet Blvd., P.O. Box 1367, Indianapolis, IN 46206

Hospital Committee Membership

January 1, 2024 – current	Medical Executive Committee, GME representative, Saint Alphonsus Nampa Hospital, Nampa, ID
January 1, 2015 – July 1, 2017	Nampa Board, Quality Committee, St Alphonsus Medical Center Nampa
January 1, 2008-Sep 1, 2012	Quality Assurance, Acute Care and Swing Bed Committee, Dayton General Hospital, Dayton, WA
January 1, 2005-June 8, 2007	Credentials Committee, Mercy Medical Center, Nampa, ID
January 1, 2003-December 31, 2004	Chair, Family Practice Department, Medical Executive Committee, Joint Conference Committee, Mercy Medical Center, Nampa, ID
January 1, 2004-December 31, 2004	Chair, Maternal-Fetal Medicine, Mercy Medical Center, Nampa, ID
January 1, 2001-December 31, 2002	Vice-Chair, Family Practice Department, Mercy Medical Center, Nampa, ID
January 1, 2001-December 31, 2002	Performance Improvement Steering Council, Mercy Medical Center, Nampa, ID
Jul 1, 1997-Jun 30, 1998	Pharmacy and Therapeutics Committee, Waldo County General Hospital, Belfast, ME
Sep 3, 1996-Jun 30, 1998	Perinatal Committee, Waldo County General Hospital, Belfast, ME
Jan 1, 1996-Jul 30, 1996	Perinatal Morbidity and Mortality, St. Francis Hospital and Health Centers, Beech Grove, IN
Jan 1, 1995-Dec 31, 1995	Family Practice Department, St. Francis Hospital and Health Centers, Beech Grove, IN

LICENSURE

Aug 1, 1994- July 30, 2027	Washington (MD00032028)
Sep 24, 1998-June 30, 2026	Idaho (M-7614)
Jan 1, 2013- Dec 31, 2020	Idaho Supervising Physician (SPHY-7614)
Sep 1, 1996-July 31, 1999	Maine (014357)
Jul 1, 1991-Jun 30, 1997	Indiana (01040530)

CERTIFICATION

2018 – 2028 (previous certifications: 2001-2008, 2008 – 2018)	Diplomate, recertification: American Board of Family Practice
1994-2001	Diplomate: American Board of Family Practice
Dec 31, 2024-Dec 31, 2026	Neonatal Resuscitation Provider, American Heart Association and American Academy of Pediatrics (initial certification, October, 1999)
Jan 30, 2024-Jan 30, 2026	Advanced Cardiac Life Support Provider, American Heart Association, (initial certification, July 1991)
Jan 30, 2024-Jan 30, 2026	Basic Life Support, American Heart Association (initial certification, July 1991)

MEMBERSHIP IN PROFESSIONAL SOCIETIES

American Academy of Family Physicians
Ada Canyon Medical Association
Idaho Academy of Family Physicians

PUBLICATIONS

Finnell RH, Shields HE, Taylor SM, Chernoff, GF. Strain differences in phenobarbital-induced teratogenesis in mice. *Teratology* **35**:177-185, 1987.

Finnell RH, Shields HE, Chernoff GF. Variable patterns in anticonvulsant drug induced malformations in mice: comparisons of phenytoin and phenobarbital. *Teratogenesis, Carcinogenesis and Mutagenesis* **7**:541-549, 1987.

Shields HE, Kolesari GL, Kuhlmann RS. Tissue and plasma levels of a teratogenic dose of dopamine in the chick embryo following pretreatment with metoprolol or phosphate buffered saline. *Life Sciences* **46**:1181-1188, 1990.

Shields HE, Taylor SM, Chernoff GF, Finnell RH. Phenobarbitol-induced teratogenesis in a mouse model, *Clincal Research* **33-1**:131A, 1985.

Kolesari GL, Shields HE. The effects of metoprolol in the absorption and distribution of a teratogenic dose of dopamine in the chick embryo. *Teratology* **39**:463, 1989.

Kuhlmann RS, Shields HE, Kolesari GL. Altered cardiac parameters in chick embryos treated with a teratogenic dose of dopamine. *Teratology* **41**:572, 1990.

REFERENCES

Kyle Terry, M.D., Dayton General Hospital, 1012 S. Third St., Dayton, WA 99328 (509)382-3200

Malatesha Gangappa, Sound Hospitalist Group, Saint Alphonsus Nampa Hospital, 4300 E Flamingo, Nampa, ID 83687 (208)205-0100

Jonathon Bowman, M.D. Terry Reilly Health Services, 207 1st St S, Nampa, ID 83651 (208) 466-7869

Robyn Dreibelbis, DO, FACO FP, Mountain States Institute for Graduate Medical Education and Research, 1401 E Central Drive, Meridian, ID 83642. Cell: 971-241-8588

CURRICULUM VITAE **February 2025**
MICHAEL F KRUG, MD, FACP

PERSONAL DATA
Place of Birth: Livingston, NJ (12/12/1978)

EDUCATION
1997-2001 BA, Neuroscience, *magna cum laude*, Columbia University, New York, NY
2004-2008 MD, *alpha omega* alpha, University of Michigan, Ann Arbor, MI

POSTGRADUATE TRAINING
2008-2011 Intern and Resident in Internal Medicine, University of Washington, Seattle, WA
2011-2012 Chief Resident, Internal Medicine, University of Washington Medical Center, Seattle, WA

FACULTY POSITIONS HELD
2012-2015 Acting Instructor, University of Washington
2015-2021 Clinical Assistant Professor, University of Washington
2021- Clinical Associate Professor, University of Washington

HOSPITAL POSITIONS HELD
2012-2016 Hospitalist, University of Washington Medical Center, Seattle, WA
2013-2016 Associate Medical Director, Clinical Resource Management, University of Washington Medical Center, Seattle, WA
2015-2016 Assistant Medicine Clerkship Director, University of Washington Medical Center, Seattle, WA
2016-2024 Inpatient and Outpatient Internal Medicine Physician, Boise VA Medical Center, Boise, ID
2016-2024 Associate Residency Program Director, University of Washington - Boise Internal Medicine Residency, Boise, ID
2025-present Hospitalist, St. Luke's Health System, Boise, ID
2025-present Medical Director for Physician & APP Education, St. Luke's Health System

CURRENT EMPLOYMENT
Hospitalist, St. Luke's Health System
Medical Director for Physician & APP Education, St. Luke's Health System

HONORS
1997 All American, High School Boys' Indoor Track & Field
2000 First Team Academic All-Ivy
2000 First Team All-East and Second Team All-Ivy, Varsity Track & Field
2000 Varsity Captain, Columbia University Cross Country
2001 Varsity Captain, Columbia University Indoor and Outdoor Track & Field
2001 *magna cum laude*, Columbia University
2008 Alpha Omega Alpha National Medical Honor Society inductee
2009 Intern Excellence in Teaching Award, University of Washington
2010 Resident Excellence in Teaching Award, University of Washington
2017 Tina Juul-Dam Excellence in Teaching Award, UW Boise
2019 Idaho WWAMI Excellence in Teaching Award
2019 WWAMI Pro Award (fostering core professional values in medicine)
2020 Richard M. Tucker WWAMI Faculty Excellence in Teaching Award

2021 Richard M. Tucker WWAMI Faculty Excellence in Teaching Award
2021 Idaho WWAMI Excellence in Teaching Award
2022 Idaho WWAMI Excellence in Teaching Award
2024 WWAMI Pro Award (fostering core professional values in medicine)

BOARD CERTIFICATION
2011 Certified, American Board of Internal Medicine
2021 Re-Certified, American Board of Internal Medicine

LICENSURE
2011-2016 Washington State Medical License
2016-present Idaho State Medical License

PROFESSIONAL ORGANIZATIONS
2011-2017 Society of General Internal Medicine
NW Region President 2015-2016
2011-present American College of Physicians
Elected Fellow 2018

TEACHING RESPONSIBILITIES
A. Clinical Teaching/Precepting
2012-2016 Clinical Teaching, Inpatient Medicine, University of Washington Medical Center (~12 weeks per year)
2016-2024 Clinical Teaching, Inpatient Medicine, Boise VA Medical Center (20 weeks per year)
2016-2024 Clinical Teaching, Perioperative Medicine, Boise VA Medical Center (4 hours per week)
2025-present Clinical Teaching, Inpatient Medicine, St. Luke's Regional Medical Center

B. Graduate Medical Education
2011-2012 Chief Resident, University of Washington Med Ctr (50%, responsible for morning report, chief's rounds, noon conference, grand rounds)
2012-2016 Rotation Director, University of Washington Inpatient Medicine (100%)
2014-2016 Root Cause Analysis workshop (50%, all senior residents at UW IM residency)
2016-2024 Associate Residency Program Director, UW Boise (50%, I am chair of Core Competency Committee, chair of Rank committee)
2019-2025 Chief Resident in Quality and Safety Mentor (100%)
2019-2020 Dr. Samantha Hersrud
2020-2021 Dr. Patrick Osterkamp
2021-2022 Dr. Jesse Keeler
2022-2023 Dr. James Yan
2023-2024 Dr. Aaron Spurlock
2024-2025 Dr. Annika Kohlmeier
2024-2025 Dr. Jay Koernke
2021-2025 Den Leader, National Chief Resident in Quality and Safety program (50%, 6-8 chief residents from the western U.S.)

C. Undergraduate Medical Education
2011-2012 Chief Resident, University of Washington Med Ctr (50%, responsible for student didactics, physical exam rounds, and morning report)
2015-2016 Assistant Medicine Clerkship Director, University of Washington Med Ctr

D. Interprofessional Education
2014-2016 Foundations of Interprofessional Practice Group Leader (50%, quarterly, 5 professions included)
2015-2016 Co-Chair, Mock Code Committee, UW Medical Center (50%, 4 professions)
2016-2017 Co-Chair, Interprofessional Quality Improvement Curriculum (50%, yearly 9 month curriculum, 5 professions)
2017-2025 Chair, Interprofessional Quality Improvement Curriculum (100%, yearly 9 month curriculum, 7 professions)
2019-2025 Quality Improvement Elective co-leader (30%, 2 week elective, 3 professions)
2021-2025 Leader, Patient Safety Workshop (80%, 4x 2 hour workshop, 6 professions)
2024-2025 Leader, Error Disclosure Workshop (80%, 4x 2 hour workshop, 1 profession)

E. Invited Talks. *see section 18 of this CV after the bibliography section

EDITORIAL RESPONSIBILITIES
2023 Clinical Editor, ACP MKSAP Extension Questions (ID, Neurology, GIM – 36 total)

SPECIAL NATIONAL RESPONSIBILITIES
2015-2017 National Leadership Council Member, Society for General IM (SGIM)
2015-2016 President, Northwest Chapter, Society for General IM (SGIM)
2020-2021 ACP Board Review Course Curriculum Committee
2022-2024 ACP Scientific Program 2024 Planning Committee

SPECIAL REGIONAL RESPONSIBILITIES
2014-2016 Planning committee member, 2014 and 2016 WA ACP annual meetings
2014 Chair, Hospital Medicine Pre-course, 2014 Washington ACP annual meeting
2016 Meeting Chair, 2016 Washington ACP Annual Scientific Meeting
2017-2024 Planning committee member, Idaho ACP Hindson conference
2021-2025 Chief Resident in Quality and Safety (CRQS) Den Leader
2025- Member, Idaho State Board of Education GME Committee
2025- Member, Idaho State Board of Education UME Committee

SPECIAL LOCAL RESPONSIBILITIES
2011-2016 Medical Emergency Response committee member, UW Med Center
2012-2016 Core Faculty Member, University of Washington IM Residency (Seattle)
2013-2016 Associate Medical Director for Clinical Resource Management, UW Med Ctr (100%, reducing readmissions lead, clinical resource management physician lead, clinical documentation specialists physician lead, etc)
2013-2016 Resident Selection Committee Member, UW IM Residency
2013-2016 Interdisciplinary Rounds Task Force member, UW Med Center
2017-2024 High Reliability committee member
2017-2024 Transfusion Utilization committee member
2020-2022 Chair, Boise VA Inpatient Faculty Development Curriculum
2017-2025 Chair, Boise VA Interprofessional Patient Safety and QI curricula

RESEARCH FUNDING
None

BIBLIOGRAPHY
A. Publications in Refereed Journals

1. **Krug MF**, Golob AL, Wander PL, Wipf JE. Changes in Resident Well-Being at One Institution Across a Decade of Progressive Work Hours Limitations. *Acad Med*. 2017;92(10):1480-1484. doi:10.1097/ACM.0000000000001675
2. Albert TJ, Redinger J, Starks H,...**Krug, M** et al. Internal Medicine Residents' Perceptions of Morning Report: a Multicenter Survey. *J Gen Intern Med*. 2021;36(3):647-653. doi:10.1007/s11606-020-06351-7
3. Albert TJ, Bradley J, Starks H,…**Krug, M** et al. Internal Medicine Residents' Perceptions of Virtual Morning Report: a Multicenter Survey. *J Gen Intern Med*. 2022;37(6):1422-1428. doi:10.1007/s11606-021-06963-7
4. Doxey RS, **Krug MF**, Tivis R. The Lunch Conference Diet: Fostering Resident Engagement in Culinary Medicine Through a Curriculum Centered on Changes to Provided Conference Food. *Am J Lifestyle Med*. 2021;15(3):249-255. Published 2021 Feb 19. doi:10.1177/1559827621994499
5. Ronan MV, Gordon KS, Skanderson M, **Krug M**, et al. Contemporary Management and Outcomes of Veterans Hospitalized With Alcohol Withdrawal: A Multicenter Retrospective Cohort Study. *J Addict Med*. Published online March 7, 2024. doi:10.1097/ADM.0000000000001297
6. **Krug MF**, Carrasco A, Christopher AS, Weppner WG. The Impact of Changing From a 6+2 to a 3+1 Residency Block Schedule on Patient Access and Other Outcomes. *J Grad Med Educ* 1 April 2024; 16 (2): 202–209. doi: https://doi.org/10.4300/JGME-D-23-00471.1
7. Allaudeen N, Akwe J, Arundel C,...**Krug M** et al. Medications for alcohol-use disorder and follow-up after hospitalization for alcohol withdrawal: A multicenter study. *J Hosp Med*. Published online July 19, 2024. doi:10.1002/jhm.13458

B. Collaborative Authorship
C. MedEdPortal or other peer-reviewed curricula

D. Book Chapters

1. **Krug, M.** "General Medicine Chapter" - Board Basics 3 2012 (ACP published companion to MKSAP)
2. **Krug, M**. "Allergy/Immunology" - Board Basics 3 2012 (ACP published companion to MKSAP)
3. **Krug, M**. "Post Operative Electrolyte Abnormalities" – The Perioperative Medicine Handbook, Springer 2020

E. Published Books, Videos, Software, etc
F. Other Publications

Published Podcasts

Krug, M. "Teaching Effectively in Large Group Settings". Mountainlion Podcast. Published 8/22/2019. Played 1042 times as of 4/30/2025. https://soundcloud.com/mountainlion-2/teaching-effectively-in-large-group-setting

Krug, M. and Goldberger, Z. "Atrial Fibrillation". CMEssentials Podcast, Oakstone CME. Published 10/2024

Krug, M. and Abrams, H. "Iron Deficiency Anemia". CMEssentials Podcast, Oakstone CME. Published 2/2025

Krug, M and O'Glasser, A "Perioperative Medicine for the PCP". CMEssentials Podcast, Oakstone CME. Published 5/2025

Published Review Questions

Krug, M. Pulmonary Medicine. MKSAP 16 Update 2 - Published 1/15/14 (8

questions authored)
Krug, M. Gastroenterology and Hepatology. MKSAP 16 Update 3 - Published 7/31/14 (12 questions authored)
Krug, M. Pulmonary Medicine. MKSAP 16 Update 4 - Published 1/15/15 (6 questions authored)
Krug, M. General Medicine. MKSAP 17 Update 2 –Published 1/13/17 (6 questions authored)

Published Educational/Audio Reviews

Krug, M. Practical Reviews in Internal Medicine. Oakstone CME. Written and audio reviews of recently published journal articles for a national CME audience. Author of **176 reviews** between 3/2012-2/2025
https://oakstone.com/practical-reviews/

Published Brief Reviews

Wong C, **Krug M**. Pearls for the Internist Taking Care of the Patient with a Solid Organ Transplant. SGIM Forum 39(7):9,14,16.

H. Published Abstracts

1. Wolfson S, Graham N, **Krug M**, Farahani A. Monoptic versus dichoptic presentation in the probed-sinewave paradigm. Investigative Ophthalmology & Visual Science Annual Meeting. 2001, May; 42(4):S157.
2. Pizzolato J, Sharma S, Maki R, **Krug M**, Hammershaimb L, Pluda J. Phase I study of Medi-522, an alpha VBeta 2 integrin inhibitor, in patients with irinotecan-refractory colorectal cancer. American Society of Clinical Oncology Annual Meeting. 2003, Jun; 22(1) #983.
3. Sharma S, **Krug M**, Tong W, Kemeny N. Phase I study of escalating doses of fixed rate intrahepatic infusion of gemcitabine via an intrahepatic pump for patients with hepatic metastases from colorectal carcinoma. American Society of Clinical Oncology Annual Meeting. 2003, Jun; 22(1) #1268.
4. Salazar L, Coveler A, Fintak PA, Higgins D, Waisman JR, **Krug M**, Disis ML. Low doses of a plasmid DNA vaccine encoding the HER-2/neu intracellular domain effectively stimulate tumor specific immunity. Breast Cancer Research and Treatment. 2006, Dec; 100(supp 1).

INVITED TALKS, INCLUDING CME PRESENTATIONS

Invited National and International Lectures

1. April 26, 2013 "The Effects of a Decade of Progressive Duty Hour Limitations at a Multi-Hospital Internal Medicine Residency Program" National SGIM Meeting 2013
2. May 4, 2016 "Changing Paradigms in Hospital Medicine" ACP Annual National Meeting 2016. Washington D.C. Advances in Medical Therapeutics Precourse
3. March 19, 2017 "Learners in Need" Workshop. AAIM National Chief Resident Meeting
4. March 29, 2017 "Hospital Medicine 2017" ACP Annual National Meeting 2017. San Diego, CA. Advances in Medical Therapeutics Precourse
5. March 18, 2018 "Learners in Need" Workshop. AAIM National Chief Resident Meeting
6. April 18, 2018 "Therapy Pearls in the Inpatient Setting" ACP Annual National Meeting 2018. New Orleans, LA. Advances in Therapeutics Precourse.
7. April 2019 "Teaching Effectively in a Large Audience Setting" Workshop. Alliance for Academic Internal Medicine (AAIM) National Meeting.
8. April 16, 2019 "Learners in Need" Workshop. AAIM National Chief Resident Meeting
9. April 10, 2019 "Therapy Pearls in and Around the Hospital" ACP Annual National Meeting 2019. Philadelphia, PA. Advances in Therapeutics Precourse.
10. November 11, 2021 "Teaching Effectively in a Large Audience Setting" CDIM Webinar.

11. April 10, 2022 “Learners in Need” Workshop. AAIM National Chief Resident Meeting. Charlotte, NC.
12. April 10, 2022 “Morning Report” Workshop. AAIM National Chief Resident Meeting. Charlotte, NC
13. April 11, 2022 “How to Teach Patient Safety Principles Through Simulation” AAIM National Meeting Workshop. Charlotte, NC.
14. April 27, 2022 “Therapy Pearls in the Hospital Setting” ACP Annual National Meeting. Advances in Therapy Precourse. Chicago, IL
15. April 4, 2023 “Unconventional Ideas to Jump Start Your Next 5 Star Didactic Presentation” AAIM National Meeting Workshop. Austin, TX
16. April 26, 2023 “Therapy Pearls in the Inpatient Setting” ACP Annual National Meeting. Advances in Therapy Precourse. San Diego, CA.
17. April 17, 2024 “Therapy Pearls in the Inpatient Setting” ACP Annual National Meeting. Advances in Therapy Precourse. Boston, MA.
18. April 1, 2025 “Advances in Therapy in and around the Inpatient Setting” ACP Annual National Meeting. Advances in Therapy Precourse. New Orleans, LA.

Invited Regional Lectures

1. February 27, 2014 University of Washington sponsored Update in Hospital Medicine CME Course “The new anticoagulants”
2. November 6, 2014 Washington ACP Annual Scientific meeting - “Articles that have changed my practice of inpatient medicine”
3. February 6, 2015 NW Regional SGIM meeting - “Update in Hospital Medicine”
4. May 29, 2015 Washington ACP Spring Scholarship Day: “Getting Credit for the Work That You Do”
5. February 5, 2016 NW SGIM – “NW Region Update and Business Meeting”
6. May 20, 2016 Washington ACP Spring Scholarship Day: “Career Mentoring and Getting Credit for the Work that You Do.”
7. November 12, 2016 Washington ACP Annual Scientific Meeting: “Psychiatry Pearls: A Q&A between an internist and a psychiatrist”
8. January 14, 2017 Idaho Annual ACP Meeting: “Hospital Medicine 2017: Recent Guidelines and Articles that Have Changed My Practice”
9. January 13, 2018 Idaho Annual ACP Meeting: “Update in Hospital Medicine”
10. July 26, 2019 “ECGs for the ABIM Boards.” Seattle ACP Board Review Course.
11. July 27, 2019 “Hospital Medicine for the ABIM Boards.” Seattle ACP Board Review Course.
12. July 22, 2021 “Hospital Medicine for the ABIM Boards.” Washington ACP Board Review Course (virtual)
13. July 23, 2021 “ECGs for the ABIM Boards.” Washington ACP Board Review Course (virtual)
14. January 22, 2022 “How to Promote Patient Safety Principles Through Simulation” Combined Northwest/California SGIM Regional Meeting (virtual)
15. July 21, 2022 “Hospital Medicine for the ABIM Boards” Washington ACP Board Review Course (virtual)
16. July 22, 2022 “ECGs for the ABIM Boards” Washington ACP Board Review Course (virtual)
17. July 20, 2023 “Hospital Medicine for the ABIM Boards” Washington ACP Board Review Course (virtual)
18. July 21, 2023 “ECGs for the ABIM Boards” Washington ACP Board Review Course (virtual)
19. March 8, 2024 “Update in Inpatient Internal Medicine” Northwest SGIM Regional

Meeting

Invited Local Lectures (Lectures delivered to small audiences or exclusively to trainees have been excluded for brevity. I have delivered 3-5 invited lectures per year to trainees since 2014)

1. October 20, 2011 "Clinical Problem Solving with Dr. Lawrence Tierney" co-presenter. University of Washington DOM Grand Rounds
2. June 7, 2012 "Resident Duty Hours, or: How I Learned to Stop Worrying and Love the ACGME." University of Washington DOM Grand Rounds (Seattle)
3. October 22, 2015 "Update in Decompensated ESLD" Boise VA Grand Rounds
4. November 24, 2015 UW Morbidity & Mortality Conference - "VRE flare" and "Severe AKI due to Antibiotic Toxicity"
5. February 5, 2016 NW Region Update and Business Meeting, NW SGIM
6. September 8, 2016 "Update in Hospital Medicine" Boise VA Grand rounds
7. October 5, 2017 "Misses, Near Misses, and other things I am terrified of" Boise VA Grand Rounds
8. March 8, 2018 "Role Modeling and the Hidden Curriculum" Boise VA interprofessional faculty development series (BACHE)
9. May 10, 2018 "Effective Large Audience Teaching" Boise VA interprofessional faculty development series (BACHE)
10. May 31, 2018 "Therapy Pearls in the Inpatient Setting". Boise VA Grand Rounds
11. February 6, 2020 "Practice Changing Advances in Hospital Medicine", Boise VA Grand Rounds
12. September 2, 2020 "Inpatient Diabetes Management" Boise VA Inpatient Faculty Development Series
13. December 10, 2020 "Best Practices in Virtual Teaching", Boise VA interprofessional faculty development series (EDUCATE)
14. January 13, 2021 "How to Teach Acid-Base" Boise VA Inpatient Faculty Development Series
15. February 17, 2021 "Updates in Acute Care Medicine" Boise VA Grand Rounds
16. March 31, 2021 "Practice Changing Pearls In and around the Hospital" Ada County Medical Society Grand rounds
17. February 22, 2022 "Improving Patient Safety at the Boise VA" Boise VA Grand Rounds
18. March 30, 2023 "Updates in Hospital Medicine" Boise VA Grand Rounds
19. February 14, 2024 "Innovative Presentation Styles to Jump Start Your Next Didactic Session" University of Pennsylvania Grand Rounds (virtual)
20. February 29, 2024 "Updates in Inpatient Medicine" Boise VA Grand Rounds

Elizabeth O'Donnell, M.D.

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Cell 832.867.7116

Professional Mission Statement

To provide compassionate, quality medical care to the youngest human beings and their families, to continue to learn evidence-based therapies, share this knowledge, and advance the practice of neonatal medicine in a cost-efficient manner.

Qualifications

I am an experienced neonatologist who works within the private practice sector and academic community.

I have a passion for program development and value work within an interdisciplinary team setting.

Certifications

- American Board of Pediatrics
- American Board of Pediatrics, Sub-Board of Neonatal-Perinatal Medicine
- Neonatal Resuscitation Provider and Instructor

Medical Licensures include

- Texas, Active
- Idaho, Active
- Utah, Active
- Maine, Inactive
- New Jersey, Inactive

Elizabeth O'Donnell, M.D.
Curriculum Vitae

Education

June 1970 – May 1974	University of the Philippines, Quezon, City, Philippines B.S. in Zoology, College Scholar
June 1974 – May 1978	University of the Philippines, Manila, Philippines, Doctor of Medicine ranked 10 in a class of 125
May 1978 – April 1979	Makati Medical Center, Philippines, Awarded Rotating Medical Internship Most Outstanding Intern of the Year
July 1980 – June 1982	University of Medicine and Dentistry of New Jersey, Newark, N.J. General Pediatrics Residency Training
July 1982 – June 1984	University of Medicine and Dentistry of New Jersey, Newark, N.J. Neonatal Fellowship Training

Professional Experience

July 1984 – June 1987	United Hospitals Medical Center, Children's Hospital of New Jersey, attending pediatrician in the Pediatric ICU, had teaching responsibilities for fellows, residents and medical students
July 1987 – March 1989	Neonatology and Pediatric Associates, Houston, TX private practice of general pediatrics and neonatology
March 1989 – September 1990	St. Joseph Hospital, Houston, TX, contract Neonatologist
October 1990- November 1996	St. Joseph Neonatology Consultants, PA, Houston, TX, Neonatologist
November 1996 - Present	Pediatrix Medical Group (Acquired St. Joseph Neonatology Consultants, PA), Neonatologist NICU Medical Director

Current Hospital Affiliations:

- Portneuf Medical Center — Pocatello, ID
- Eastern Idaho Regional Medical Center — Idaho Falls, ID
- Texas Children's Hospital — Houston, TX
- Timpanogos Regional Hospital — Orem, Utah

Professional Organization Memberships:

- American Academy of Pediatrics, section of Perinatal Medicine
- American Academy of Pediatrics, Idaho Chapter
- University of the Philippines Alumni Association in America
- Idaho Medical Association

Scientific Research and Presentations

Abstracts:

April 1983	S. Sun, E. DelaCruz, A. Baldomero: Serum Osmolarity in Sick Newborns. Pediatric Research
April 1983	T.J. Wei, S. Sun, V. Kamtorn, A Bautista, E. DelaCruz, Continuous End —Tidal C02 Monitoring in Respiratory Distress Syndrome. Pediatric Research
April 1984	A. Koons, E. DelaCruz, H. Graber: What Price Pneumothorax? Pediatric Research
April 1984	A. Koons, E. DelaCruz, V. Kamtorn., S. Sun: Influence of Perinatal and Pharmacologic Factors on Cerebral Blood Flow in Infants. Pediatric Research
2019	C. Passey, J. Erramouspe, […}, and E. O'Donnell, Current Therapeutic Research, Clinical and Experimental Concurrent Quinidine and Phenobarbital in the Treatment of a Patient with 2 KCNT-1 Mutations, Published on line 2019 February 28.

Publications:

1983	S. Sun, T.J. Wei, A. Bautista, E. DelaCruz, Continuous End-Tidal C02 (PE C02) Monitoring in Respiratory Distress Syndrome. Journal of Perinatal Medicine. Vol. 12, Suppl 1, p81
1983	DelaCruz, et. al, Multiple Congenital Malformations Association with Maternal Isotretinoin Therapy 2 PEDIATRICS Vol. 74 No. 3 September 1, 1984 pp. 428-430
1983	A. Kline, E. DelaCruz. Group B Streptococcus as a Cause of Neonatal Bullous Skin Lesions. The Pediatric Infectious Disease Journal 1993; 12(2):165.

Presentations:

May 1983	S. Sun, E. DelaCruz, A. Baldomero. Serum Osmolarity in Sick Newborns (Abstract). Presented at a Poster Session in New Orleans, L.A. APS/SPR
June 1983	S. Sun, E. DelaCruz, A. Baldomero. Serum Osmolarity in Sick Newborns. Oral presentation at the New Jersey Thoracic Society Meeting
June 1990	E. O'Donnell, Assessment and Management of the Hypoxic Newborn. Presented at the Symposium on the Fetoplacental Pathology of the Brain Damaged Infant, St. Joseph Hospital, Houston, TX
February 1991	E. O'Donnell, Neonatology Update, Asian Physicians Conference, Ritz-Carlton Hotel, Houston, TX
June 2014	E. O'Donnell, Periviable Births, Cassia Regional Medical Center, Burley, ID
November 2020	E. O'Donnell, Nursing Grand Rounds Presentation, Neonatal Abstinence Syndrome, Portneuf Medical Center, Pocatello, Idaho

Multi-Center Trials:

Early 1990's	Participated in the early Exosurf for the treatment of respiratory distress syndrome, St. Joseph Hospital, Houston,TX
2000-2004	Participated in the Glutamine trials in premature infants, St.Joseph Hospital, Houston, TX
2008-2011	Efficacy of Intrvitreal Bevacizumab in stage 3+ Retinopathy of Prematurity Co-investigator, St. Joseph Medical Center, Houston, TX
2011-2012	How Illness and Nutritional Support Influence Amino Acid and Acylcarnitine Profiles in Premature Neonates, St. Joseph Medical Center, Sponsored by Pediatrix Medical Group

Teaching Responsibilities

July 1987-August 2013	St. Joseph Hospital, OB-Gyn Residency Program, Houston, TX, Volunteer Faculty
July 1987-August 2013	St. Joseph Hospital, Family Practice Residency, Houston, TX, Site Program Director for The Dept. of Pediatrics
July 1987-August 2013	St. Joseph Hospital Transitional Intern Program, Houston, TX, Volunteer Faculty, Site Program Director for the Department of Pediatrics
1994-1996	Clinical supervision of Neonatal Nurse Practitioner Students
August 2009-August 2013	Assistant Clinical Professor— Department of Pediatrics — University of Texas Medical Branch, Galveston, TX
January 2012-August 2013	Academic Chief for the Dept. of Pediatrics St.Joseph Medical Center, Houston, TX
January 2014-present	Idaho State University, Family Medicine Residency Program, Adjunct Faculty
February 2014-present	Clinical Supervision and teaching of Neonatal Nurse Practitioner Students
January 2015-present	University of Washington, Department of Pediatrics, Adjunct Faculty

Professional Positions and Appointments

1984 -1987	Bioethics Committee, United Hospitals Medical Center, Newark, N.J.
1990-1992	Credentials Committee, St. Joseph Hospital, Houston, TX
1990-1998	NICU Medical Director, Columbia East Houston Medical Center, Houston, TX
1991-2000	Pediatric CQI, St. Joseph Hospital, Houston, TX
1993-1994	Laboratory Committee, St. Joseph Hospital, Houston, TX
1994-1995	Chair, Dept. of Pediatrics, St. Joseph Hospital, Houston, TX
1994-1995	Medical Staff Executive Committee, St. Joseph Hospital, Houston, TX
1994-1995	Academic Chiefs and Chairmen Committee, St. Joseph Hospital, Houston, TX
1994-1996	Medical Staff Ad Hoc Committee, St. Joseph Hospital, Houston, TX
1994-1996	Special Care Committee, Christus St. Joseph Hospital, Houston, TX
1996-2009	Medical Director, Pediatrix Medical Group of Texas, Houston, TX
1997-2013	Patient Advocacy Committee, St. Joseph Hospital, Houston, TX
1997-1999	Houston Metropolitan Health Network, Credentials Committee, Houston, TX
1998-1999	CME Coordinator, Dept. of Pediatrics, St. Joseph Hospital, Houston, TX
1999-2001	Physician Ad Hoc Committee, Columbia East Houston Medical Center, Houston, TX
1999-2001	Co-Chair, Dept. of 0B Gyn/Pediatrics, Columbia East Houston Medical Center, Houston, TX
1999-2001	Medical Executive Committee, Columbia East Houston Medical Center, Houston, TX
2000	Ethics Committee, Columbia East Houston Medical Center, Houston, TX
2000	Ad Hoc Pediatric Task Force Group, St, Joseph, Houston, TX
2002-2012	Chair, Dept. of Pediatrics, St. Joseph Hospital, Houston, TX

2002-2012	Performance Improvement Committee, St. Joseph Medical Center, Houston, TX
2004-2012	Peer Review Committee, Pediatrix Medical Group of Texas
2009-2013	Director of Practice Development, St. Joseph Medical Center, Pediatrix Medical Group of Texas
2010-2014	Texas Pediatric Society — Committee on Fetus and Newborn
2010-2014	Texas Pediatric Society — Committee on Children with Disabilities
2012-2013	Member at Large, Medical Executive Committee, St. Joseph Medical Center
2012-2013	Performance Improvement Committee, Dept of OB/GYN, St. Joseph Medical Center
2012-2013	Pharmacy, Therapeutics & Dietetics Committee, St. Joseph Medical Center
2012-2013	Infection Control Committee, St. Joseph Medical Center 2014
2014-Present	NICU Medical Director, Portneuf Medical Center, Pocatello, ID
2014-Present	Pharmacy & Therapeutics - Portneuf Medical Center, Pocatello, Idaho
2014- Present	NICU Medical Director, Transport Team, Portneuf Medical Center, Pocatello, Idaho
2014-2016	Continuing Medical Education Committee - Eastern Idaho Regional Medical Center, Idaho Falls, Idaho
2015-Present	Infection Control Committee Member, Portneuf Medical Center, Pocatello, Idaho
2015-Present	Transfusion Committee, Portneuf Medical Center, Pocatello, Idaho
2015-2017	Ethics Committee, Portneuf Medical Center, Pocatello, Idaho
2018-2021	Chair Womens & Childrens Family Medicine Service Line & Medical Executive Committee Representative: Portneuf Medical Center, Pocatello, Idaho
2021-2022	Portneuf Medical Center, Medical Staff Quality Committee
2021 - 2022	President Elect, Medical Staff, Portneuf Medical Center, Pocatello, Idaho

2023 - 2024 President, Medical Staff, Portneuf Medical Center, Pocatello, Idaho

2025 - Present Portneuf Medical Center – Ethics Committee

Experience and Achievements

Participated in the strategic planning and opening of the Family Birth Center at St. John Hospital, Clear Lake, TX

Assisted in the strategic planning of Women's and Children's Services at Columbia East Houston Medical Center, including the design of its NICU

Contributed to the nursery design and neonatology staffing model for Christus St. Catherine Hospital, including its expansion project

Coordinated the establishment of hearing screen programs at various community hospitals in the Greater Houston area with oversight of these programs

Monitored bench marking data to direct continuing quality improvement initiatives in the NICU

Participated in the development of NICU patient safety program

Southeast Idaho Business Journal 2016 Professional of the Year Finalist

Integrated neonatologists into a group practice with common shared principles, missions and clinical practice guidelines

Specified job expectations for staff neonatologists and NNPs as well as implemented a code of conduct

Participated in Business Development Initiatives, Pediatrix Medical Group

Collaborated with Portneuf Medical Center to establish the hospital as a breast milk donor collection site.

Recipient, Idaho State Journal, Women of Influence, Lifetime Achievement Award, 2022

Recipient, Pocatello-Chubbuck Chamber of Commerce, Minnie Howard Award, 2023

Quality Improvement Initiatives

Admission Temperature
Newborns, especially if premature, commonly become hypothermic. Hypothermia on admission has been associated with increased morbidity. Working as a team, adopting several simple and effective techniques, we where able to significantly optimize admission temperature

Central Line Insertion and Maintenance
Central line infections are common in the NICU and are associated with significant morbidity and mortality. Improving key elements of central line insertion and maintenance has reduced our incidence of catheter associated infections to zero in the last 10 years at St. Joseph Medical Center and last 2 years at Portneuf Medical Center..

Feeding Guidelines/Minimizing Necrotizing Enterocolitis
Accepted and Credited by the AAP/ABP

Enhancing Breast Milk Use
Credited by the AAP/ABP

Minimizing Prescription Errors
Credited by the AAP/ABP

Decreasing Accidental Extubations in the NICU
Credited by the AAP/ABP

Decreasing Pneumothorax Rates in the NICU

Implementing the Golden Hour in the NICU

Implemented an Antibiotic Stewardship Initiative

NICU Golden Hour Initiative
Portneuf Medical Center, 2021

Decreasing Accidental Extubations in the NICU
Portneuf Medical Center, 2019

Community Service Activities

Steering Committee Member for the Construction of St. Catherine Montessori School Campus, Houston, TX

Volunteer for Career Day Presentations at local community schools

Pediatrix team captain for the Houston March of Dimes Walk America event

Support Staff and Rider for the MS 150 Bike Tour from Houston to Austin (2010-2013)

Mentor, Observership program for high school, college students and foreign medical students, St. Joseph Medical Center, Houston, TX

Implementing a Continuity of Care for Substance Use Disorder in Pregnancy, Portneuf Medical Center, Pocatello, ID

Career Day Observership Mentor, Portneuf Medical Center, Pocatello, ID

Collaboration with Idaho State University on interdisciplinary care (2022 – Present)

Karen Cabell, D.O., M.B.A.
3253 S Signal Point Road | Post Falls, ID
406.690.2094 | charandlo@gmail.com

Professional Summary

Experienced physician executive and results driven leader with a proven track- record of delivering positive results in the areas of physician practice operations, service line development, strategic planning, budget and operational efficiency and governance. Recognized ability to plan, organize and achieve results in health system quality, safety, process improvement, patient and employee engagement, and population health. Extensive experience in board leadership and support, community alignment and collaboration with external organizations.

Core Leadership Competencies

- Strategy and Strategic Planning
- Relationship Building
- Community Involvement and Support
- Regional Growth and Collaboration
- Strategic Partnerships
- Board Leadership
- Mentorship / Professional Development
- Physician Dyad Leadership Development
- Process Improvement
- High Reliability and Culture of Safety
- Creative Problem Solving
- Restructuring and Growth
- Effective Communication
- Change Management

EXPERIENCE

Kootenai Health, Coeur d'Alene, ID January 2017 to present

Three hospital system, anchored by a 330 bed tertiary care referral center and teaching hospital, medical group with 40+ clinic locations, total 800+ medical staff and $1.10 billion net revenues serving northern Idaho, western Montana, and eastern Washington. Recognized as ACS Level II Trauma Center, Level III NICU, Leapfrog A Safety Rating, ANCC Magnet® designated hospital since 2006, member hospital of the Mayo Clinic Care Network since 2014, Gallup Great Workplace Award® winner since 2016.

Chief Physician Executive September 2018 to present

Responsible for strategic planning, capital and operating budgets, personnel management, and directing operations of a rapidly growing multispecialty and primary care group practice, Kootenai Clinic, with over 620 caregivers, including 320 physicians and advanced practice providers in 30 specialties at 40 locations.
Key accomplishments:

- Developed physician and dyad leadership structure across four divisions to drive alignment of quality, patient experience, appropriate costs and caregiver wellbeing.
- Led successful integration and employment of 105 new providers over the last 3 years including acquisition of neurosurgical, pulmonary critical care, and primary care practices, as well as starting new programs in pediatric hospital medicine, OB/ GYN hospital medicine, and orthopedic trauma programs.
- Identified strategic planning gaps in key service lines leading to an overall Kootenai Clinic strategic plan, with additional service line plans completed or in progress across all major specialties and primary care.

Developed management structure between hospital operations and physician practice groups into joint operating committees to drive provider alignment with organizational mission, vision and values.

- Created a physician leadership training curriculum for medical directors and administrative leaders including strategic planning, agenda and meeting management, goal setting and support in process improvement.
- Responsible for negotiating with independent practices in a variety of arrangements including professional service agreements and joint ventures.

Board responsibilities include leading the board patient safety and experience subcommittee, serving on the Kootenai Health community board, including board retreats, board governance education, and board strategic planning. Additionally, serve on the Kootenai Outpatient Imaging board, and function in externally facing roles representing Kootenai Health in community and strategic partnerships.

Led incident command operations division for our emergency response efforts with the COVID- 19 pandemic.

- Established and operated a drive through testing center for community testing, performing over 90,000 COVID -19 tests, and a community vaccine clinic which performed over 24,000 COVID – 19 vaccinations.
- Led infection prevention and medical division protocols for personal protective equipment use and conservation strategies, testing protocols for medical and pre- procedural patients.
- In collaboration with the Chief Nursing Officer, created cohorted patient care units, expanding staffing models by nursing and providers to care for COVID-19 patients through two surges.
- Created post acute care facility coordination committee to address post acute care partnerships, including a cohorted “hospital at home” unit through an assisted living facility to assist with hospital capacity constraints.
- Coordinated with local and regional hospital CMOs for capacity planning.

Responsible for care management services across the continuum of care, including nursing care management and case management, utilization management, social services, and clinical documentation improvement.

- Restructured and aligned the various functions under a single leadership structure to drive outcomes.
- Built utilization management and clinical documentation improvement program partnering RNs and a multispecialty cohort of physician advisors, leading to a 20% reduction in avoidable denials and an average of $4.5 million in incremental revenue annually from more accurate capture of case mix index.
- Developed and implemented an integrated behavioral health program within primary care clinics, using the collaborative care model of a psychiatric consultant with imbedded social workers.
- Developed and implemented chronic care management, transitions of care management, and high risk patient care management programs, reducing admissions for ambulatory sensitive conditions by 35%, and reducing readmissions by 30% for enrolled patients.

Oversight and development of the medical staff services department, including launching of a physician well being program including peer support, and an electronic medical staff services platform.

- Led medical staff review process and redesign of committees and governance to improve physician engagement and participation. Executive lead for medical executive, credentials, and multidisciplinary peer review committees.
- Identified need for, and led efforts in medical staff bylaws complete revision.

Responsible for clinical research, continuing medical education, graduate and undergraduate medical education.

- Serves as the designated institutional officer for our ACGME accredited family medicine residency, which includes a placement rate of over 60% of graduates into primary care practices within the service area.
- Leading collaboration as a clinical campus for University of Washington School of Medicine's multistate medical education program called WWAMI for undergraduate medical education, graduate medical education and fellowship training. Additional affiliation agreements with Washington State University and Pacific Northwest University medical schools for clinical rotations, as well as University of Idaho residency programs.
- Developed an ACCME certified continuing medical education program.
- Research programs span clinical trains in various diseases in cardiology, oncology, surgery and primary care.

Medical Director, Kootenai Care Network January 2017 to present

Regional clinically integrated network, including 630 independent and employed providers and 78,000 covered lives. Contracts include Medicare Shared Savings Program, Medicare Advantage plans, insurance exchange qualified health plans, commercial plans and direct to employer plans.

Key accomplishments:

- Responsible for aligning employed and independent physicians and advanced practice professionals for the rapidly growing clinically integrated network around high value care at optimal costs.
- Engagement of over 60 physician volunteers serving on various network board committees, including the Kootenai Care Network Board, Kootenai Accountable Care Board, and various subcommittees for membership, quality, contract and finance, and health information technology.
- Led activities to achieve year over year quality metric improvements, including 14-18% improvements in cancer screening, vaccinations and diabetes control. ACO Quality Score of > 95% for first three years of performance.
- Development of multiple clinical pathways in chronic disease conditions requiring co- management between primary care and specialty care.
- Developed and served as faculty for a provider training curriculum for improvement of documentation that accurately reflects the risk burden of contracted patient populations with HCC RAF score improvements of 0.1 to 0.25, depending upon the plan.
- Achieved shared savings of over $14 million in the first two years of Medicare Shared Savings Program through a combination of utilization management, care coordination and clinical pathways.

Chief Quality Officer January 2017 to September 2018*

Responsible for strategic direction and organizational outcomes in quality, patient safety, risk management, infection prevention, regulatory, and clinical and operational analytics. *As chief physician executive, these responsibilities and programs are under my leadership, and have continued to mature.

- Led the development and implementation of culture of safety and high reliability training, including safety tools, just culture training, patient safety event review process, tiered daily huddle system, and executive rounding program, leading to an improvement of 25%tile points in culture of safety survey results as well as a reduction in serious safety events.
- Developed and implemented a robust process improvement program that led to several operational improvements in emergency department (LWBS reduction from 4% to 1.5%) and hospital throughput (LOS reduction of 1.2 days), accuracy in medical necessity leading to reductions in avoidable denials, improvements in results reporting in clinic settings, and in sepsis mortality, among other projects.
- Led initiatives to improve value based purchasing performance including a reduction in O/E mortality from 1.17 to 0.85, and reductions in hospital acquired infections and patient safety

indicators, leading to positive performance in the hospital based purchasing programs and improvement from CMS 3 star to CMS 4 star.

Internal Medicine Physician - Hospitalist January 2017 – present

- Maintained active medical staff status working limited shifts as a hospitalist.

PRIOR EXPERIENCE

Billings Clinic, Billings, MT August 2003 to January 2017

290 bed regional referral center and health system serving patients in Montana, western Dakotas and northern Wyoming. Integrated multi-specialty group practice with 400+ physicians and advanced practice providers, with net revenues of $550 million.

Chief Quality and Patient Safety Officer February 2015 – January 2017

- Executive responsibility for hospital, clinic, long term care and regional quality, patient safety, care management, population health and clinically integrated network processes.
- Primary accountability for strategic planning, governance, budget, capital, personnel management, process improvement and change management leading a staff of 90 individuals with a departmental budget of $ 9 million.
- Representing Billings Clinic, scope of responsibilities included presenting at local, regional and national meetings in quality, patient safety, physician leadership, population health and healthcare IT and leading the board quality and patient safety committee.
- Led the Executive Steering Committee on behalf of three Prospective Payment System hospital systems in Montana (including Billings Clinic) for the formation of a Region Clinically Integrated Network, and led the effort to create a local Clinically Integrated Network with Billings Clinic and 10 affiliated Critical Access Hospitals in our primary, secondary and tertiary service area.
- Population health primary accountabilities and experience included leading the Medicare Shared Savings Program (Track 1), Medicare Advantage performance for three payers, including one that was wholly owned by Billings Clinic, and several commercial contracts that range from Shared Savings, Pay for Performance, and Care Management.

Associate Chief Quality and Patient Safety Officer August 2013 - February 2015

- Worked in collaboration with the Chief Quality and Patient Safety Officer on quality and patient safety initiatives.

Chief Medical Information Officer January 2009 - January 2014

- Reporting to the chief medical officer, led change management to engage clinicians in the use of electronic health record and adopt clinical decision support to enhance quality, safety and value of healthcare provided.
- Accountability as the physician leader to the information services department in strategic planning, capital planning and budget and provided operational, tactical and strategic direction.

Medical Director of Diabetes *2003 to 2006*

- Reporting to the department chair of internal medicine, led the development of diabetes registry capabilities for Billings Clinic's participation in the Physician Group Practice Demo with CMS. Drove primary care provider NCQA Diabetes Recognition Program certification, with over 90% of primary care providers at Billings Clinic achieving certification, the first in the state of Montana.
- Developed a multidisciplinary diabetes clinic in collaboration with endocrinology, internal medicine, podiatry, diabetes educators, registered dieticians, and social work.

Internal Medicine Physician August 2003 – January 2017

- Inpatient and outpatient internal medicine physician, with a clinical focus on diabetes, women's health, and wellness.

EDUCATION

Kelley School of Business, Indiana University, Bloomington, IN — August 2017
Master of Business Administration

Ohio University College of Osteopathic Medicine, Athens, OH — June 2000
Doctor of Osteopathic Medicine

Indiana University, Bloomington, IN — May 1993
Bachelor of Science, Biology

POST GRADUATE EDUCATION

Internal Medicine Residency, Columbus, OH — June 2003
Residency July 1, 2000 to June 30, 2003
Chief Resident July 1, 2002 to June 30, 2003

COMMUNITY SERVICE

AHA Region 8 Policy Board	2022 to 2024
Board Member, Hospice of North Idaho, Coeur d'Alene, ID	2019 to present
Governor's Task Force Member, COVID testing programs	2020 to 2022
Governor's Task Force Member, COVID vaccination programs	2020 to 2022
Board Member, Community Medical Center, Missoula, MT	2015 to 2017
Montana Pediatric Diabetes Camp Counselor and Physician	2004 to 2008
Youth Soccer Coach, Yellowstone Soccer Association, Billings, MT	2005 to 2006

Revised 07/24/2025

CURRICULUM VITAE
Margaret Hayes Baker, MD, FACP

East Falls Family Medicine, LLC
July, 2025
hayesbaker@gmail.com

EDUCATION

Samford University	Bachelor of Science, Biology and Spanish 08/2003—05/2007, Magna Cum Laude
University of Mississippi Medical Center School of Medicine	Doctor of Medicine 08/2008-05/2012

POSTGRADUATE TRAINING

University of Virginia Health System 1215 Lee St. Charlottesville, VA 22903	Internal Medicine Residency 07/2012-06/2015

POSTGRADUATE HONORS AND AWARDS

Preceptor of the Year Award	Magnolia Regional Health Center 2017
Process Improvement Award	Magnolia Regional Health Center 2017
Patient Safety Award	Magnolia Regional Health Center 2018
Department of Medicine Teaching Award	Alpert Medical School of Brown University 2023

PROFESSIONAL LICENSES AND BOARD CERTIFICATION

American Board of Internal Medicine	Certification 2015—present
Mississippi State Board of Medical Licensure	2015—2025
Tennessee State Board of Medical Licensure	2020—2023

Idaho State Board of Medical Licensure	2025—present

ACADEMIC APPOINTMENTS

Associate Professor of Medicine	Magnolia Regional Health Center 2015-2022
Assistant Professor of Medicine	Alpert Medical School of Brown University 2022—2025

GRADUATE MEDICAL EDUCATION APPOINTMENTS

Core Faculty Member — Magnolia Regional Health Center
Internal Medicine Residency — 2015-2022

- Formally mentored three residents each academic year, assisted in career planning, formally lectured to residents 6-8 times per academic year, served on GME-related committees.

Internal Medicine Associate Program Director — Magnolia Regional Health Center
2018-2019

- Assisted the Program Director in oversight of all aspects of our training program: planning and executing resident recruitment, ensuring compliance with all ACGME standards, and development of the Clinical Learning Environment Review curriculum.

Internal Medicine Program Director — Magnolia Regional Health Center
2019-2022

- Responsible for: didactic and rotational curriculum development, resident evaluation oversight including milestone mapping, resident recruitment, faculty recruitment and retention, faculty development, maintenance of accreditation, and oversight of the Clinical Competency Committee and Program Evaluation Committee.

Core Faculty Member — Alpert Medical School of Brown University
Internal Medicine Residency — 2023—2025

Providence VA Residency Site Director — Alpert Medical School of Brown University
Internal Medicine Residency — 2023—2025

- Work closely with the Brown University Internal Medicine Program leadership team to implement program goals and curriculum and create a positive learning environment at the Providence VA Medical Center. Responsible for VA faculty excellence and faculty development.

Designated Institutional Officer — Eastern Idaho Regional Medical Center
2025—present

- Oversee Graduate Medical Education for the Sponsoring Institution and Internal Medicine, Family Medicine and Psychiatry programs at EIRMC. Responsible for ACGME accreditation and ensuring excellent training is a priority across the institution.

HOSPITAL APPOINTMENTS

Staff Physician, General Internist	Magnolia Regional Health Center 08/2015-06/2022
Director, Magnolia Hospitalist Group	Magnolia Regional Health Center 2019—2022
Staff Physician, Hospitalist	Providence VA Medical Center 07/2022—06/2025
Associate Chief Hospitalist	Providence VA Medical Center 2023
Division Chief, Hospitalist	Providence VA Medical Center 2023—2025
Staff Physician, General Internist	Eastern Idaho Regional Medical Center 2025—present

GRADUATE MEDICAL EDUCATION COMMITTEES

Member, Program Evaluation Committee	Magnolia Regional Health Center 2015—2022
Member, Graduate Medical Education Committee	Magnolia Regional Health Center 2015—2022
Clinical Competency Committee	Magnolia Regional Health Center
Member	2015—2022
Chair	2018—2022

- As Chair, I organized and conducted bi-annual CCC meetings and called ad-hoc meetings as needed for struggling learners.

Member, Residency Selection Committee	Alpert Medical School of Brown University 2022—2025
Member, Program Evaluation Committee	Alpert Medical School of Brown University 2023—2025
Member, Residency Management Group	Alpert Medical School of Brown University 2023—2025

HOSPITAL COMMITTEES

Physician Liaison, Heart Failure Readmission Reduction Team	Magnolia Regional Health Center 2016—2018, 2020—2021
Physician Liaison, Antimicrobial Stewardship Committee	Magnolia Regional Health Center 2017—2018
Peer Review Committee	Magnolia Regional Health Center
Member	2017—2019
Chair	2018—2019

- As Chair, I revised the screening criteria based on evidence-based principles. Implemented a system to ensure appropriate number and category of cases were reviewed each month. Reported committee progress at quarterly Medical Staff meetings.

Peer Review Committee	Providence VA Medical Center
Member	2023—present

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

American College of Physicians	2012—present
Elected Fellow	2019
Certificate in Physician Leadership	2017—2019

- Completed two-year leadership course sponsored by American College of Physicians (ACP) and American Association for Physician Leadership (AAPL) that involved online classes, small group workshops, elective courses, and a longitudinal project. My project, "Helping Residents see Clearly" was chosen for presentation at the national ACP conference.

Alliance for Academic Internal Medicine	2015—present
Medical Education Research Committee	
Member	2020—present
Vice Chair	2021—2023
Chair	2023—present

- As Vice-Chair, I led a workgroup that focused on the Impact of the Change to Step 1. Along with the Chair, I worked with AAIM leadership to revise the charge for our committee and begin a medical education research consulting role to AAIM members and subgroups.
- As Chair, I am responsible for ensuring the committee's charge is met, choosing new members to participate in the committee, confirming efficient and effective committee work, and reporting progress to the AAIM Board of Directors.

Member, Internal Medicine 2035	Accreditation Council for Graduate Medical Education

2017

- Worked with academic internists from programs around the country in a weekend workshop to prepare the next generation of physicians for the future. Using scenario-based planning, we worked in four groups, each with an "alternate future." The work has since been widely presented and published.

PUBLICATIONS LIST

ORIGINAL PUBLICATIONS IN PEER-REVIEWED JOURNALS

1. "The Impact of Inpatient Endoscopy in the Management of Anticoagulant-Associated, Non-Variceal Upper Gastrointestional Bleed"
   Abdallah, A, Taylor, C, **Baker, M**, Tucker, C, Coffey, T, Smith, D
   International Journal of Medical and Biomedical Studies, March, 2021
2. "To Lick One's Wounds: A Case of Pasteurella canis oralis Osteomyelitis and Neisseria animaloris Infection from Canine Saliva." Kim KW, Pou S, Sunkara N, **Baker MH.** *Rhode Island Medical Journal* (2013). 2023 Dec 1; 106 (11): 42-43.
3. A Case of Pituitary Apoplexy Followign Leuprolide Injection for Prostate Cancer. Kim KW, Chee S, Sunkara N, **Baker MH**. *Rhode Island Medical Journal* (2013). 2024 Feb 1; 107 (2): 7-9.

OTHER NON-PEER REVIEWED PUBLICATIONS

1. "Viral Reflections"
   Baker, M, Burcham, K
   Mississippi Medicine, March, 2021

ABSTRACTS

NATIONAL

1. "Helping Residents See Clearly: Implementing CLER into the Daily Practice of a Newly-Accredited Program"
   Griffin, D, **Baker, M**
   Accreditation Council for Graduate Medical Education Annual Conference
   Orlando, FL, 2017, Poster Presentation
2. "Helping Residents See Clearly: Implementing CLER into the Daily Practice of Our Program"
   American Association of Colleges of Osteopathic Medicine and Association of Osteopathic Directors of Medical Education Annual Conference
   Baltimore, MD, 2017, Oral Presentation
3. "Antimicrobial Stewardship in a Community Hospital: Investigation to Compliance and Outcomes"
   Lusby, H, **Baker, M**
   Johns Hopkins Architecture of High Value Health Care Conference
   Third Place in Posters Award
   Baltimore, MD, 2018, Poster Presentation

4. "Helping our Hospital See Clearly"
   American College of Physicians Annual Conference
   Philadelphia, PA, 2019, Oral Presentation
5. "Integrating Systems-Based Didactics at the Post-Graduate Level: A New Approach to Residency Lectures"
   George, T, **Baker, M**
   Alliance for Academic Internal Medicine Annual Conference
   Charlotte, NC, 2022, Poster Presentation

REGIONAL

1. "Cardiac Arrest in a Middle-Aged Man: A Case of Caths, Cooling and Complications"
   Magnolia Regional Health Center Cardiovascular Conference
   Pickwick Landing, TN, 2015, Oral Presentation
2. "Discrepancies in Discharge Summaries: Primary Care Physician versus Resident Perception"
   Society of General Internal Medicine Regional Meeting
   Atlanta, Georgia, 2016, Oral Presentation
3. "Rare Etiology of Acute Hepatic Failure: a Case Presentation"
   Ramirez, R, Boutin, O, **Baker, M**
   American College of Physicians Alabama and Mississippi Chapters Scientific Meeting
   Point Clear, AL, 2017, Poster Presentation
4. "Hematemesis and Mucosal Tear in the Setting of Eosinophilic Esophagitis"
   Bierle, L, Nickol, J, **Baker, M**
   Magnolia Regional Health Center Internal Medicine Symposium
   Pickwick Landing, TN, 2018, Poster Presentation
5. "Euglycemic Diabetic Ketoacidosis"
   Bell, T, **Baker, M**
   Magnolia Regional Health Center Internal Medicine Symposium
   Pickwick Landing, TN, 2018, Poster Presentation
6. "Silent Brain Bleed as a cause of Hypertensive Emergency"
   Duran, A, Doan, B, Arshad, W, **Baker, M**
   Magnolia Regional Health Center Internal Medicine Symposium
   Corinth, MS, 2019, Poster Presentation
7. "Selective IgM Deficiency: The Sudden Onset of Immunodeficiency in an Elderly Patient"
   Mullins, J, **Baker, M**
   American College of Physicians Alabama and Mississippi Chapters Scientific Meeting
   Jackson, MS, 2019, Poster Presentation
8. "Hypertrophic Obstructive Cardiomyopathy: a Cause of Recurrent Syncope"
   Thang, S, Smith, D, **Baker, M**
   Magnolia Regional Health Center Cardiovascular Conference
   Michie, TN, 2019, Poster Presentation

INVITED PRESENTATIONS

1. "Palliative Care: Positive Paradigm Shift or Potentially Morally Paralyzing"
   Magnolia Regional Health Center Internal Medicine Symposium
   Corinth, MS, 2016
2. "Opioids: Past, Present, Future"
   Magnolia Regional Health Center Internal Medicine Symposium
   Corinth, MS, 2017
3. "Liver Lessons for the Community Internist"
   Magnolia Regional Health Center Internal Medicine Symposium
   Pickwick, TN, 2018
4. "Food Allergies: Commonly Seen, Often Missed"
   Magnolia Regional Health Center Internal Medicine Symposium
   Michie, TN, 2019
5. "Non-Insulin Diabetes Management"
   Florida State University Internal Medicine Program Grand Rounds
   Tallahassee, FL, (virtual) 2020
6. "Enhancing Education, Building Trust and Eliminating Bias in Urban and Rural Mississippi"
   M. Hayes Baker and Lyssa Weatherly
   University of Mississippi Medical Center Rural Health Symposium
   Jackson, MS, 2022
7. "The Most Difficult Cases in Rural Medicine"
   M. Hayes Baker and Seger Morris
   Plenary Session
   University of Mississippi Medical Center Rural Health Symposium
   Jackson, MS, 2022
8. "The Perils, Pitfalls and Perks of Medical Education Research: Transforming Projects into Publications"
   M. Hayes Baker, Sheena Carlee, Christopher Henry, Carleen Spitzer
   Brown University Faculty Development Series
   Providence, RI (virtual) 2023
9. "Making Med Ed Research Less Murky: Intro into the AAIM Medical Education Research Committee."
   M. Hayes Baker, Jill Patton, Amalia Galindez, Sheena Carlee
   Alliance for Academic Internal Medicine webinar series (virtual) 2024
10. "Teaching All Docs New Tricks: Creation and Implementation of Effective Faculty Development."
    M. Hayes Baker, Sheena Carlee, Christopher Henry, Carleen Spitzer
    Alliance for Academic Internal Medicine webinar series (virtual) 2025

WORKSHOPS:

"The Perils, Pitfalls and Perks of Medical Education Research: Transforming Projects into Publications"
M. Hayes Baker, Sheena Carlee, Christopher Henry, Carleen Spitzer

Alliance for Academic Internal Medicine AAIM Week
Austin, Texas, 2023

"Mind the Gap: Creation and Implementation of a Comprehensive Board Preparation Curriculum"
M. Hayes Baker, Zain Alfanek, Sarah Freeman, Alexis Jacobson
Alliance for Academic Internal Medicine AAIM Week
New Orleans, Louisiana 2025

GRANTS

1. "Enhancing Education, Building Trust, and Eliminating Bias in Primary Care: A Novel Approach to Primary Care Track Resident Education in Inner-City and Rural Mississippi"
   Baker, M (Co-investigator) Weatherly, L, Lavender, J
   Jointly-received grant between the University of Mississippi Medical Center and Magnolia Regional Health Center Internal Medicine Programs
   Building Trust and Equity in Internal Medicine Training grant program
   Sponsors: AAIM, ABIM, ABIM Foundation, ACP and Josiah Macy Jr. Foundation
   Twenty Thousand Dollar Grant
   Awarded: 2021
   Grant Funding Period: 2022-2024

GRADUATE MEDICAL EDUCATION-RESIDENT EDUCATION

Clinical Teaching Roles:

- Inpatient Attending
  - Supervised a team of two residents, one intern, and one to two medical students while on service, Magnolia Regional Health Center, 2015-2022.
  - Supervise a team of one intern, one resident and one to two medical students, Providence VA Medical Center, 2022-present.
- Outpatient Attending:
  - Supervised four residents and two to four medical students at the outpatient resident continuity clinic, Magnolia Regional Community Care Clinic, Magnolia Regional Health Center, 2015-2017 and 202-2021.

Lecture Series:

- Core Internal Medicine Curriculum, 5-6 lectures per academic year, Magnolia Regional Health Center, 2015-2019
- Professionalism in Medicine: Annual four-lecture series, Magnolia Regional Health Center, 2016-2022
- High Value Care: Annual six-lecture series sponsored by American College of Physicians and tailored to our IM program, Magnolia Regional Health Center, 2017-2020
- Jeopardy: Bi-monthly lecture series to review the current organ system and promote wellness through team-based lecturing. Magnolia Regional Health Center, 2016-2022.

- Afternoon Report: Conducted case-based series akin to traditional Morning Report 2-3 afternoons per week, Magnolia Regional Health Center, 2019-2022
- MKSAP Mondays: Led residents weekly in Board Preparation with Medical Knowledge Self-Assessment Program (MKSAP), Magnolia Regional Health Center, 2019-2022

Mentorship:
Formally mentored three residents each academic year. Responsibilities included: goal setting, career planning, completing each resident's semi-annual milestone evaluation and presenting each resident's milestone summary to the Clinical Competency Committee bi-annually. Magnolia Regional Health Center, 2015-2022

Faculty Sponsor, ACP Doctor's Dilemma: Practiced with residents weekly in the months leading up to the regional ACP competition and attended the competition most years to support them. Magnolia Regional Health Center, 2017-2022

CURRICULUM DEVELOPMENT:

CLER Curriculum: Created a curriculum for the Clinical Learning Environment Review (CLER) for Graduate Medical Education with an Educate, Embrace and Act model. The curriculum was studied and presented nationally on three occasions (one poster and two oral presentations). Magnolia Regional Health Center, 2016-2022

Didactic Curriculum Innovation: Created an integrated, organ-systems based didactic curriculum for Internal Medicine residents, leading to increased ITE scores and board pass rate. The curriculum was studied and results presented at the 2022 AAIM national meeting. Magnolia Regional Health Center, 2019-2022

Magnolia Regional Health Center and University of Mississippi Medical Center Resident Swap Program: Together with the Internal Medicine Program Director at the University of Mississippi Medical Center (UMMC), I created a partnership between our small, rural, unaffiliated community program and UMMC's large, urban, academic program. The arrangement has resulted in competitive fellowship matches, joint educational workshops between programs, and a novel Implicit Bias and DEI curriculum. Magnolia Regional Health Center and University of Mississippi Medical Center, 2019-2022

Building Trust an Eliminating Bias Curriculum: Together with partners at the University of Mississippi Medical Center, we developed a multifaceted curriculum currently being delivered at both programs to give residents the skills to practice life-long equitable medicine. The curriculum will be studied at the end of Academic Year 2022-2023. Magnolia Regional Health Center and University of Mississippi Medical Center, 2022-2023

Brown Residency Board Prep and Review: Co-creator of a systems-based board preparatory curriculum to prepare upper-level residents for the American Board of Internal Medicine (ABIM). Sessions are delivered twice weekly during the Spring Semester. Brown University, 2024-2025

CURRICULUM VITAE

KENNETH E. KRELL, M.D., FACP

June 2024

PERSONAL

ADDRESS:

WORK: Eastern Idaho Regional Medical Center
3100 Channing Way
Idaho Falls, ID 83404

HOME: 7711 South First East
Idaho Falls, ID 83404

BIRTHDATE: August 18, 1950
Port Huron, Michigan
United States Citizen

TITLES:

- Current Position: Program Director, Internal Medicine Residency Program
  5/24-Present, Director of 30 resident Internal Medicine Program
  Eastern Idaho Regional Medical Center (EIRMC)
- Previous Positions:
  - Associate Program Director, Internal Medicine Residence, EIRMC, 1/22-5/24
  - Intensivist, EIRMC, 2016-2021
  - Co-Medical Director of Critical Care, EIRMC, 1980-2014
  - Medical Director of Critical Care, EIRMC, 2014-2016
  - Medical Director for Quality Improvement, EIRMC, 1992-2015
  - Internal Medicine Private Practice, 1982-1986

CURRENT PRACTICE RESPONSIBILITY:

- East Falls Internal Medicine Outpatient Clinic (Resident supervisory clinic)
- Medical Director East Falls Post-Covid Clinic

CURRENT TEACHING RESPONSIBILITY:

- Supervision of Internal Medicine Residents at East Falls Clinic
- Program Director for University of Washington medical students, including 3rd year internal medicine rotation and 4th year critical care rotation
- Bedside teaching and supervision of internal medicine residents, including lectures, guidance for research projects and as designated mentor. Also teaching University of Washington fourth year medical students critical care rotation, supervising evaluations, treatments, and procedures as sub-internship

CURRENT ADMINISTRATIVE RESPONSIBILITY:

- As Residency Program Director, responsible for curriculum development, resident recruitment, noon didactics daily report, ICU teaching rounds, weekly Board Review sessions, sim lab direction, development of competency-based requirements, resident evaluations (chair Clinical Competency Committee), Resident Research Director, coordination of faculty, interface with hospitalists and general program administration.
- As Director/Coordinator for University of Washington internal medicine students, meet regularly with students on IM for case review, evaluation, student supervision for ICU student rotation.

CURRENT ACADEMIC APPOINTMENT:

- Assistant Clinical Professor, University of Washington Department of Medicine

OTHER POSITIONS:

- Member University of Washington Idaho Admission Committee 2022-present
- Chairman EIRMC Crisis Care Committee (active during COVID)
- Member EIRMC Code Blue Committee (current)
- Member Eastern Idaho Technical College Advisory Committee
- Member Idaho Track Steering Committee, University of Washington

PREVIOUS PRACTICE RESPONSIBILITY:

- Manage and consult on critically ill medical and surgical patients in 29-bed multidisciplinary, Level II Trauma Certified Intensive Care Unit and burn center. Two intensivists on call alternating nights, generally a week at a time.

PREVIOUS ADMINISTRATIVE RESPONSIBILITY

- Medical Director for Critical Care, Eastern Idaho Regional Medical Center, 1988-2016 (Co-Medical Director until 2014). Responsible for administrative oversight, education, practice policies and protocols, Quality Assurance, and daily interdisciplinary rounds.
- Medical Director for Quality Improvement, Eastern Idaho Regional Medical Center, 1992-2015. Responsible for Quality Assurance, including Quality Management initiatives and development of clinical guidelines and orders. Responsible for medical oversight of Quality Management Department and adherence to regulatory requirements.

EDUCATION:

UNDERGRADUATE/GRADUATE:

- Michigan State University, 1972
  - -Magna Cum Laude
  - -Honors College
  - - BA in Journalism and History
  - -During undergraduate studies, was Editorial Editor, Michigan State News
- Michigan State University, 1972-1973, Graduate School, American History

MEDICAL SCHOOL:

- Michigan State University College of Human Medicine, 1973-1977.

POST GRADUATE:

- Michigan State University affiliated hospitals, Grand Rapids Michigan, Internal Medicine, 1977-1978.
- University of Washington Department of Medicine, University of Washington Affiliated Hospitals, Seattle, Washington, Internal Medicine, 1980-1982.

UNIFORMED SERVICE:

- United States Public Health Service, commissioned officer, Lieutenant Commander. Indian Health Services, Wind River Reservation, Fort Washakie, Wyoming, 1978-1980

PREVIOUS APPOINTMENTS AND COMMITTEE ACTIVITIES:

- Chairman, Crisis Care Committee, EIRMC
- Chairman, Crisis Care Physician Advisory Council, EIRMC
- Chairman, Critical Care Committee, EIRMC
- Chairman, Medical Quality Review Committee, EIRMC
- Chairman, Quality Improvement Committee, EIRMC.
- Chairman, Medical Executive Committee, EIRMC.
- Chairman, Cardiovascular Committee, EIRMC.
- Chairman, Utilization Review Committee, EIRMC.
- Member, Trauma Committee EIRMC.
- Chairman, Critical Care Committee EIRMC.
- Advisor to Medical Executive Committee EIRMC.
- Advisor to Board of Trustees EIRMC.
- Chairman, Medical Quality Review Committee EIRMC.
- Chairman, Department of Medicine EIRMC 1989 and 1990.
- President Medical Staff EIRMC 1991.
- Chairman, Cardiovascular Committee EIRMC 1997-1998.
- Member Hospital Board of Trustees EIRMC 1997-2003.
- President, Idaho Falls Medical Society 2004-2005.

SPECIALTY CERTIFICATION:

- Diplomate, American Board of Internal Medicine 1982

LICENSURE:

- Idaho M-4522

PROFESSIONAL SOCIETY MEMBERSHIPS:

- Member, Society of Critical Care Medicine--1997-Present
- Fellow, American College of Physicians--2009.
- Member, European Society for Intensive Care Medicine
- Member, Society of Critical Care Medicine Intensivists in Practice Committee—2013 to present.
- Member, Physicians for a National Health Program—2010-present

PERSONAL INTERESTS:

- Cow-calf operation, farm work
- Hunting, fishing, skiing, shooting
- Music, performance, writing, and recording, including albums
  --Ken Krell and Co -- *"Carry Me Home"* (2012).
  --Ken Krell and Co -- "*This Stand"* (2014).
- Time with my beloved wife, Alice Pike and my children and grandchildren

PROFESSIONAL INVITATIONS:

INVITED LECTURES:

- Society of Critical Care Medicine Annual Congress, Miami Florida 2010.
  Pro-Con Debate: Neurological ICU patients should only be managed by neurological interventionists. Con: Fragmentation and the demise of critical care.
- Society of Critical Care Medicine Annual Congress, San Francisco California 2014.
  Subspecialty ICUs, Pros and Cons.
- Physician Debate Medicaid Expansion, Boise, Idaho 9/4/2018.
- Medicaid Expansion. City Club of Idaho Falls, 9/2018.
- COVID-19: Where We've Been and Where we are Going in Idaho. City Club of Idaho Falls, 6/4/2020.
- Long Covid: The Forever Pandemic, City Club of Idaho Falls, 3/28/24. Broadcast available on KISU radio (similar lecture 6/24, Rotary Club of Idaho Falls)

HONORS:

- Samuel M. Oats Award for Outstanding Medical Student Performance, Michigan State University--1976-1977.
- Qualis special award for Leadership in Quality Improvement--2005.
- Medical Staff Award For Leadership in Quality Improvement and Development of Clinical Guidelines--2006.
- Leadership Award EIRMC Board of Trustees—2015
- University of Washington 2018 Excellence in Teaching Award.
- John D. Hansen Award for Civility and Public Service, City Club of Idaho Falls, 2020.
- University of Washington 2020 Excellence in Teaching Award.

ADVANCED POST GRADUATE EDUCATION:

- University of Washington Center for Learning and Innovation in Medical Education, Teaching Scholars Program 2022-2023

STATEWIDE COMMITTEES:

- Idaho Statewide Healthcare Innovation Plan, State of Idaho. Member Network Integration Work Group, 2013.
- State of Idaho Disaster Management Advisory Committee (SIDMAC) member (current though inactive)..

RESEARCH EXPERIENCE:

- Principle Investigator. National Heart, Lung, and Blood Institute sponsored trial, ALLHAT, (Antihypertensive and Lipid-Lowering Treatment to prevent Heart Attack Trial). 1997 to 2002.

- Principal Investigator, Venticute in ARDS, a multinational, multicenter randomized trial of Recombinant Surfactant. Completed July 2000. Omnicare.

- Principal Investigator, VALID- Venticute in Acute Lung Injury (Pneumonia by aspiration of gastric contents leading to intubation, mechanical ventilation, and severe oxygen impairment), a multicenter, multinational study 2003- 2008. Omnicare/Nycomed GmbH.

- Principal Investigator, Metoclopramide vs. Erythromycin in ICU patients intolerant of gastric feedings. Enrollment May 2002-Apri12005 (single-center study).

- Principal Investigator, Prospective, Randomized, Open Label, Multicenter Comparison of the Efficacy and Safety of Sequential Treatment with Intravenous (IV/Oral PO Moxifloxacin vs. Ceftriaxone and Azithromycin and Metronidazole PO in patients with community or nursing home acquired pneumonia. Bayer Co.

- Principal Investigator, ADDRESS Study, FIK-MC-EVCL. Efficacy and Safety of Drotrecogin alfa (activated) in Adult Patients with Early Stage Severe Sepsis. 2002-2004. Eli Lilly.

- Principal Investigator, FlK-MC-EVBR, A Randomized, Double-Blind, Placebo Controlled Trial of Prophylactic Heparin in Patients with Severe Sepsis and Higher Disease Severity who are Undergoing Treatment with Drotrecogin alfa (activated). 2002-2005. Eli Lilly.

- Principal Investigator EXCLAIM Study, A Double-Blind, Placebo Controlled, Parallel Multicenter Study on Extended VTE Prophylaxis in Acutely III Medical Patients with Prolonged Immobilization. 2002-2006. Aventis Pharmaceuticals.

- Principal Investigator, FlK-MC-EVBQ (EXTEND), A Phase IIIb Study to Determine Efficacy and Safety of Extended Drotrecogin Alfa (Activated) Therapy in Patients with Persistent Requirement for Vasopressor Support After 96- Hour Infusion with Commercial Drotrecogin Alfa (Activated). 2005- 2007. Eli Lilly.

- Principal Investigator, Athena Trial. Protocol EFC5555, A Placebo, Controlled, Double-Blind, Parallel Arm Trial to Assess Efficacy of Dronedarone 400 mg b.i.d. for Prevention

of Cardiovascular Hospitalization or Death from any cause in atrial fibrillation patients. 2006-2008. Sanofi-Aventis.

- Principal Investigator, FIK-MC-EVDK (RESPOND), A phase II study to Evaluate Dose and Duration of Treatment of Drotrecogin Alfa (Activated) Using Serial Measurements of Protein C in Patients with Severe Sepsis and Multiple Organ Failure. (Oct 2006-2009). Eli Lilly.

- Principal Investigator, Protocol E5564-0000-301 (ACCESS). A comparison of Eritoran Tetrasodium and Placebo in patients with severe Sepsis. 2006-Present. Eisai.

- Principal Investigator, Protocol E4968 (Dionysus). Randomized double blind trial to evaluate the efficacy and safety of dronedarone (400 mg b.i.d.) versus amiodarone (600mg daily for 28 days, then 200 mg daily thereafter) for at least 6 months for the maintenance of sinus rhythm inpatients with atrial fibrillation *(AP).* 2007-2008. Sanofi-Aventis.

- Principal Investigator, Protocol 11702 (Einstein VTE). Einstein VTE/PE Study Phase III oral direct factor Xa inhibitor rivaroxaban in patients with acute symptomatic deep-vein thrombosis or pulmonary embolism. 2007–Jan 2012 Bayer.

- Principal Investigator, Protocol 11899 (Einstein EXT). Einstein Extension study phase III Once-daily oral direct factor Xa inhibitor in the long-term prevention of recurrent symptomatic venous thromboembolism in patients with symptomatic deep-vein thrombosis or pulmonary embolism. 2007-2010. Bayer.

- Principal Investigator, Protocol FIK-MC-EVDP (PROWESS-SHOCK). Efficacy and Safety of Drotrecogin Alfa (Activated) in adult Patients with Septic Shock. 2009-Oct 2011. Eli Lilly & Co.

- Principal Investigator. Mathematical modeling of disease progression in patients at risk for sepsis: A prospective cohort study. Immunetrics. (Sept. 2010 to August 2013).

- Principal Investigator, Protocol SDI-PMX-NA (EUPHRATES). A Phase III Study Evaluating the Use of Polymyxin B Hemoperfusion in a Randomized Double-Blind Controlled Trial of Adults Treated for Endotoxemia and Septic shock. May 2011 to 2016. Spectral Diagnostics, Inc.

- Principal Investigator, Protocol LF-0802 (OASIS). A Phase 2/3 Randomized, Double-blind, Placebo-controlled Study of the Safety and Efficacy of Talactoferrin Alfa in Patients with Severe Sepsis. June 2011 to 2012. Aggenix, Inc.

- Principal Investigator, ATACH-II. Antihypertensive Treatment of Acute Cerebral Hemorrhage. July 2011 to 2015.

- Principal Investigator, Protocol AST-113 (TOPAZ): A Sample Collection Study to Validate the Astute Medical NephroCheck Test in Critically Ill Subjects at Risk for Acute Kidney Injury. Astute Medical, Inc. May 2012 to November 2012.

- Principal Investigator, Protocol P-001 (ART-123): A Randomized Double-Blind, Placebo-Controlled, Phase-3 Study To Assess The Safety and Efficacy of ART-123 in Subjects With Severe Sepsis and Coagulopathy. Asahi Kasei Pharma America. Sept 2012 to March 2018.

- Principal Investigator, Protocol AST-116: Urine Sample Processing Study: Analysis of Fresh versus Frozen Urine Samples from Critically Ill Subjects. Astute Medical, Inc. August 2012 to May 2013.

- Principal Investigator, Protocol AP-recAP-AKI-02-01 (STOP-AKI): A Randomized, Double-Blind, Placebo-Controlled, Four-Arm, Parallel Group, Proof of Concept, and Dose-Finding Adaptive Phase 2a/2b Study to Investigate the Safety, Tolerability and Efficacy and Effect on Quality of Life of Human Recombinant Alkaline Phosphatase in the Treatment of Patients With Sepsis-Associated Acute Kidney Injury. AM Pharma. 2014-March 2017.

- Co-Investigator, Outcome Prediction in Septic Shock: A Multimodal Biomarker Approach. 2015-2018.

- Principal Investigator, Protocol 000133 (SEPSIS-ACT): A Double-blind, Randomised, Placebo-controlled, Phase 2b/3 Adaptive Clinical Trial Investigating the Efficacy and Safety of Selepressin as Treatment for Patients with Vasopressor-dependent Septic Shock. Ferring Pharmaceuticals. April 2016-November 2017.

- Principal Investigator, Protocol LJ501-CRH01 (ATHOS^3): A Phase 3, Placebo-Controlled, Randomized, Double-Blind, Multi-Center Study of LJPC-501 in Patients with Catecholamine-Resistant Hypotension (CRH). La Jolla Pharmaceutical Company, Inc. March 2016-August 2017.

- Principal Investigator, Protocol LP1010-CcL-20 (PIVOTAL): A Phase 2, Multicenter, Randomized, Double-Blind, Comparator-Controlled Study of the Efficacy, Safety, and Pharmacokinetics of Intravenous Ulimorelin (LP101) in Patients with Enteral Feeding Intolerance. Lyric Pharmaceutics. (March 2017 to April 2018).

- Co-Investigator, Protocol CF-301-102-3: A Multicenter, Double—Blind, Randomized, Comparative Study of the Safety, Tolerability, Efficacy, and Pharmacokinetics of CF-301 vs. Placebo in Addition to Standard-of-Care Antibacterial Therapy for the Treatment of Adult Patients with Staphylococcus aureus Bloodstream Infections (Bacteremia) Including Endocarditis. (August 2017-June 2018).

PUBLICATIONS:

- Temporary Reversal by Topotecan of marked insulin resistance in a patient with myelodysplastic syndrome. Case report and possible mechanism for tumor necrosis Factor alpha (TNF-alpha)- reduced insulin resistance, Huntington, MO, Krell, KE; Armour, WE 3rd; Liljenquist, JE. Am J Clinical Oncology 2001 Volume; 24 (3): 279-82.

- Guidelines on critical care services and personnel- meeting the manpower needs.

Krell K. Crit Care Med 2004 Volume; 32 (8): 1808-9. Author reply 1809.

- Global variation to adherence to the ARDS- net ventilation protocol in a study of RSP-C surfactant in severe lung failure (VALID study). Spragg R., Freebain R., Schenk P., Fraurs M., Putensin C., Marjanck Z., Krell K., Ayestaran I., Taut F. Proceedings of the American Thoracic Society 2006 April. Presented at ATS 2007; San Francisco.

- Critical Care Workforce. Krell, K.- Crit Care Med 2008, Apr; 36 (4): 1350-53. (Editorial comment by Kelly M. 1385).

- The author replies. Krell K.- Critical Care Medicine 2008; 36:2962 + 2965.

- Critical care medicine growth requires dealing with our "perfect storm" of manpower shortage. Krell KE. Crit Care Med. 2010 Jul;38(7):1613; author reply 1613-4. doi: 10.1097/CCM.0b013e3181da4edb.

- Randomized trial evaluating serial Protein C levels in severe sepsis patient treated with variable doses of drotrecogin alfa (activated). Shorr AF, Janes JM, Artigas A, Tenjunen J, Wyncoll DL, Mercier E, Francois B, Vincent JL, Vangerow B, Heiselman D, Leishman AG, Zhu YE, Reinhart K; RESPOND Investigators. Crit Care. 2010;14(6):R229. doi: 10.1186/cc9382 (Collaborator).

- Intensive Blood-Pressure Lowering in Patients with Acute Cerebral Hemorrhage, Qureshi AI, M.D., et al. for the ATTACH-2 Trial Investigators and the Neurological Emergency Trials Network; N Engl J Med 2016;375:1033-1043

- Extended-duration venous thromboembolism prophylaxis in acutely ill medical patients with recently reduced mortality: a randomized trial. Hull RD, Schellong SM, Tapson FF, Monreal M Samama MM, Nocol P, Vicaut E, Turpie AG, Yusen RD; EXCLAIM (Extende Prophylaxis for ThormboEmbolism in Acutely Ill Medical Patients with Proloinged Immobilization) study. Ann Int Med. 2010 Jul6;153(1):8-18. doi: 10.7326/0003-4819-153-1-201007060-00004 (Collaborator).

- Oral Rivaroxaban for symptomatic venous thromboembolism. EINSTEIN Investigators, Bauersachs R, Berkowitz SD, Brenner B, Buller HR, Decousus H, Gallus AS, Lensing AW, Misselwitz F, Prins MS, Raskob GE, Segers A, Verhamme P, Wells, P, Agnelli G, Bounameaux H, Cohen A, Davidson BL, Piovella F, Schellong s. N Eng J Med. 2010 Dec 23;363(26):2499-510. Doi: 10.1056/NEJMoa1077903 (Collaborator).

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Steen Rasmussen, MD, PhD; Hans-Christian Thorsen-Meyer, MD; Margot Vander Laenen, MD; Marianne Lauridsen Vang, MD; Philippe Vignon, MD, PhD; Isabelle Vinatier, MD; Sine Wichmann, MD, PhD; Xavier Wittebole, MD; Anne Louise Kjølbye, MS, PhD; Derek C. Angus, MD, MPH; for the SEPSIS-ACT Investigators for the SEPSIS-ACT Investigators. JAMA. 2019;322(15);1476-1485. Doi:10.1001/jama.2019.14607.

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STUDIES PENDING SUBMISSION:

- Temporal and Demographic Variation in Takotsubu Cardiomyopathy. Erike Aranda-Michael, DO, Cassandra Knott, MD, Kenneth Krell MD, Blake S. Wachter, MD, PhD

- Continuation of Metformin on Hospital Admission Does Not Result in Adverse Outcomes, Kenneth Krell MD, Joel Speir DO, Paul Trappett DO

- Can Clinical Reasoning be Taught to Medical Residents, Kenneth Krell MD, Nidhi Chintillipanti, MD, Paul Trappett DO

EDUCATIONAL LECTURES, PROTOCOLS AND PRACTICE GUIDELINES:

- **Coronary Artery Bypass Graft Performance Improvement 2000.** Report of project and recommendation from subcommittee resulting in significant outcome improvement for CABG. Document, Physician Education Conference, and presentation to Board of Trustees.

- **Antimicrobial Resistance. September 2001.** Literature review and commentary. Document and Physician Education Conference.

- **Utilization Review, Findings and Recommendations. October 2001.** Requested report to EIRMC medical staff, administration, and Board of Trustees. Document and Physician Education Conference.

- **Diagnosis of Pulmonary Embolism. November 2001.** Literature review and recommendations to medical staff, including Physician Education Conference.

- **Post CABG Renal Insufficiency. May 2002**. Quality improvement project resulting in significant outcome improvement. Report to medical staff and Physician Education Conference.

- **Methicillin Resistant Staph Aureus Policy for Surveillance, Prevention and Control of infection. July 2002.** Author.

- **Glucose Management Guidelines. March 2003.** Including literature review and pre-printed orders. Document and Physician Education Conference.

- **Medical Staff Code of Conduct Policy. September 2003.** Author. Quality Improvement Committee policy.

- **Protocol Development. October 2003.** Author & Chairman of Development Committee including algorithm for protocol development, implementation, and quality review.

- **Intensive Insulin Protocol. October 2003.** Author.

- **Guidelines for Community-Acquired Pneumonia. March 2004.** Author. Included pre-printed orders, Physician Education Conference, nursing education and quality improvement program.

- **Shock-Trauma Resuscitation. July 2004.** Document of recommendations to Trauma, Anesthesia, and Critical Care.

- **Value Added: Improving Patient Safety with Pre-printed Orders for Pneumonia. August 2004.** Internet teleconference for physicians and healthcare improvement advocates sponsored by Qualis Health (CMS administrator)" Presented with A. Frost, M.D. This project also included web-based guideline sharing resulting in EIRMC's guidelines utilized as templates for medical staffs across the State.

- **Presentation to Board of Trustees: Medical Staff Development, Dealing with Competition, Building Alliance. May 2004.** Author and chairman of physician subcommittee including document and presentation to Board of Trustees.

- **Reducing Complications from Ventilators and Central Lines in the ICU. September 2004.** Participation in IHI breakthrough collaborative resulting in clinical guidelines and checklist and quality improvement project with documented outcome improvement. Included physician and nursing educational effort and conference & written document.

- **Teleconference of 16th National Forum on Quality Improvement in Health Care. December 2004.** Co-sponsored with Qualis and, EIRMC hosted. Conference for Health Care Professionals. Included teleconference presentations and discussions with attendees focusing on regional improvement in safety and outcomes.

- **EIRMC Medical Emergency Team (MET): A Patient Safety Initiative 2005.** Author and committee chairman resulting in MET Team implementation. Included document, physician and nursing education, protocol, orders and policy

development and monitoring program.

- **Clinical Guidelines to Eliminate Catheter-Related Blood Stream Infections. September 2004.** Document including literature, review, guidelines, and checklist, Author and chairman of sub-committee. Included physician and educational conferences and quality improvement program resulting in documented outcome improvement.

- **Developing and Implementing Clinical Practice Guidelines. April 2005.** Presentation to the 6th Annual Idaho Conference on Healthcare Quality Improvement sponsored by Qualis Health, Boise, Idaho. Part of statewide guideline development and sharing project.

- **Recombinant Activated Factor VII for Acute Intracerebral Hemorrhage. April 2005.** Document including literature review and suggested guidelines to medical staff.

- **Clinical Guidelines for Parenteral Pain Management. June 2005.** Author and chairman subcommittee, resulting in document, pre-printed orders, physician and nursing educational conferences and quality improvement program. Quality improvement project resulted from excess out-of-ICU respiratory arrests with significant documented improvement in incidence of out-of-ICU respiratory compromise.

- **Clinical Guidelines for Traumatic Brain Injury. November 2005**. Author & chairman of subcommittee. Included literature review, pre-printed orders, and clinical algorithm. Document and physician/nurse educational presentation (with Neurosurgery).

- **Introduction of New Procedures and New Technology. November 2005.** Author & Chair of subcommittee for medical staff policy, including new technology approval and credentialing.

- **Transfusion Thresholds. December 2005.** Presentation and document, including literature review and guidelines. Included medical staff educational conference, guidelines, and quality improvement and monitoring project.

- **Core Measures: Hospital Comparison. December 2005.** Presentation to physician conference and Board of Trustees.

- **Clinical Guidelines for Deep Venous Thrombosis Prevention. March 2006.** Author and Chairman/subcommittees, Document included literature review & recommendations, presentation to Physician Conference, preprinted orders and monitoring program.

- **Perioperative Beta Blockers. March 2006.** Guidelines and Preprinted Orders (revised 2009). Included presentation to cardiovascular services and Physician Conference.

- **Core Measure Report. April 2006.** Presentation to medical staff and board trustees.

- **Emergent and Acute Stroke Management. May 2006.** Presentation at Eastern Idaho Stroke Conference to physicians, nurses, and other health care professionals.

- **ICU Critical Care Design HCA roundtable.** Participant and author of document with suggested recommendations for development of ICU services across HCA hospitals.

- **Quality Report. 2006.** Issued with the Chief Nursing Officer and Quality Director. Report to Board of Trustees. Also presented to medical staff.

- **How Safe Are Our Patients: Seven Years After the Institute of Medicine Report. October 2006.** Presentation to Board of Trustees Retreat.

- **Reduction and Containment of Hospital-Acquired MRSA.** Qualis Health Award for Excellence 2007, awarded to EIRMC at 8th Annual Idaho Conference on Healthcare Quality Improvement, sponsored by Qualis Health. Committee member and author of documents, policy, and quality improvement measurement.

- **Pulmonary Embolism Diagnostic Algorithm. February 2007.** Document including literature review and guidelines. Presented at Physician Conference as Diagnosing and treating Pulmonary Emboli: Implications from PlOPED II.

- **Fresh Frozen Plasma: Suggested Guidelines. August 2007.** Document including limited literature review and guidelines presented to medical staff.

- **Sepsis: The Essentials. November 2007.** Presentation to regional nursing conference &subsequently to physician education conference.

- **Early Goal Directed Therapy for Sepsis. December 2007.** Clinical algorithm, guidelines, and preprinted orders. Since adoption, continuous project improvement review with documented outcome improvements for sepsis.

- **Abdominal Compartment Syndrome. December 2007.** Suggested guidelines to Department of Surgery.

- **Report of Audit of TPA Safety in Ischemic Stroke. December 2007.** Author and committee chairman. Report to medical staff.

- **Successfully Conducting Research in a Community Hospital, February 2008.** Presentation at Eli Lilly Investigator's Meeting, during SCCM Annual Congress. Honolulu, Hawaii.

- **Quality Improvement. March 2008.** Presentation to medical staff and recommendations for certain "opt-out" policies. Adopted by medical staff.

- **Procalcitonin: Utility and Limitations. March 2009.** Physician education conference.

- **The First ACCESS Patient Case Peer Review Session. April 2009.** Internet tele-conference for ACCESS Study Investigators. Hosted, presented cases, & led discussion.

- **Fluid Resuscitation: How do I Know if My Patient Has Enough Volume? May 2009.** Physician education conference.

- **Anticoagulation in Cardioembolic Stroke, Targets and Timing. January 2009.** Medical staff document and presentation to Stroke Committee.

- **Neuro ICU patients should only be managed by neurological intensivists. Con: Fragmentation and the demise of critical care.** Presentation to SCCM 39th Critical Care Congress, January 2010. Miami, Florida. Pro side presented by Cheylee W. Chang, Moderator Richard H. Savel.

- **Reducing Surgical Mortality, the Concept of "Rescue," March 2010.** Physician education conference.

- **Surviving Critical Care: The financial, emotional, psychological, and physical costs. September 2013.** Physician Conference.

- **Management of COVID-19.** Lecture to Madison Memorial Hospital Emergency Physicians, 9/2020.

Below presented to residents and clinical faculty:

- Understanding Sepsis: A series of interactive discussions (5 lecture series)

- Clinical Reasoning (a series of 12 lectures)

- Primary Aldosteronism, SM: Moving Beyond the Guidelines

- AHA Valvular Top 10 Take Home Messages

- Community-Acquired Pneumonia (2 lectures)

- How Learning Occurs

- Interstitial Lung Disease (2 lectures)

- Long Covid

- Vasculitis: The Basics (2 lectures)

- The World's Most Basic Vent Lecture

- What You May Have Missed in Cardiology: An Update

MEDIA ARTICLES, QUOTES, AND TESTIMONY:

- Profitability vs. Care: Idaho Falls Doctors Express Concern About Hospital's Priorities. *Post Register.* 07/11/88. Quotes.

- Doctors, Administrators Discuss Staffing Shortages and Equipment. *Post Register. 08/14/98.* Quotes.

- Idaho Falls Doctors Under the Microscope: Medicare says docs overbilled patients; physicians say it's a misdiagnosis. *Post Register.* 10/01/98. Quotes.

- Former Employee to lead Idaho Falls Hospital. *Post Register. 04/1/99.* Quotes.

- Blue Cross Plan Would Harm EIRMC. *Post Register. 3/22/00.* Guest column.

- Schools Asked to Close Carpools. Doctors say too many car crashes happen during school hours. *Post Register. 01/06/04.* Quotes. Discussed Medical Society initiatives to limit student driving during lunch hour.

- Cheers to the Idaho Falls Medical Society. *Post Register. 01/09/04.* Editorial-quotes.

- Closing School Grounds Not Always Possible, But Police Can Help. *Idaho State Journal. 01/13/04.* Editorial- quotes.

- The Image of High School Athletics. Boxing causes brain damage. *Post Register. 5/30/06.* Guest column.

- Fair Warning. Doctors urge fairgoers to take precautions against West Nile. *Post Register. 09/02/06.* Quotes.

- Tort Reform: Set Reasonable Limits. *Post Register. 07/12/07.* Guest column.

- Holding the Patient Hostage. *Post Register. 01/10/09.* Guest column.

- Uniform Anatomical Gift Act: March 2009 Testimony before the Idaho Legislature Health and Welfare Committee.

- Losing Sight of the Patients. *Post Register.* 01/17/09. Editorial - quotes.

- Serving Their Patients Well. *Post Register. 08/23/09.* Editorial on public option. Quotes.

- Striking While the Iron is Hot. *Post Register. 10/01/09.* Guest column on public option.

- How We Got Here. Costing Money and Lives. Every Reason to Expand. *Post Register.* 02/07/13, 02/08/13, 02/09/13. Guest column series on Medicaid expansion.

- Taking the Doctor's Advice. *Post Register.* 02/20/13. Quotes.

- Respond to an Emergency. *Post Register.*04/26/13. Guest Column.

- Research on the Drug Company's Dime. *Post Register.* 09/18/13. Quotes.

- EIRMC Reports H_1N_1 Cases. *Post Register*. 1/3/2014. Quotes.

- Life and Death in the Coverage Gap. *Post Register*. 10/15/2015. Quotes.
- Testimony before the Idaho Senate Health and Welfare Committee. Boise, Idaho. 2/2/2016.
- Doctor's chilling testimony, "The Idaho Legislature is unfortunately responsible for those deaths." *The Spokesman Review*. 2/2/2016. Quotes.
- "Krell Accuses Legislature of Allowing 1000 to Die." *Post Register*. 2/3/2016. Quotes.
- "Truth Can't Melt Medicaid Politics." *Post Register.* 2/4/2016. Quotes.
- Idaho Doctor: Legislative Inaction has Killed 1000 Idahoans*." Idaho Business Review*. 2/5/2016. Quotes.
- Two months, 21 Cases in the Gap. *Post Register*. 3/6/2016. Quotes.
- "Medicaid Expansion: The Time is Now." Speech Idaho Capital steps. 3/24/2016. Sponsored by Better Idaho.
- Legislative Punts on Medicaid Expansion. *Post Register*. 3/24/2016. Quotes.
- Medicaid Waivers Killed. Post Register. 3/26/2016. Quotes.
- The Failure of Medicaid Expansion. Post Register. 4/3/2016. Guest Column.
- A path to cover Idahoans in the gap won't be easy. Idaho Statesman. 4/5/2016. Guest Editorial.
- Medicaid Debate—Boise, Idaho. (Debate against Idaho Freedom Foundation). 10/18/2016.
- Doctors Debate Medicaid Expansion. *Post Register*. 10/21/2016. Quotes.
- A Medicaid Expansion Primer: 6 Part Series. *Post Register.* October 2, 4 ,9, 11, 16, 18, 2016. Guest Columns.
- Medicaid Expansion: Now What? *Post Register*. 11/20/2016. Guest Column.
- Loertscher, Krell talk Medicaid expansion. *Post Register*. 12/18/2016.
- Canadian vs. U.S. Health Care. *Post Register*. 5/17/2017.

- What Happens Now (Medicaid Expansion) Part 1 & Part 2. *Post Register* 7/9/2017 and 7/12/2017. Op-Ed.
- The Future of Health Care in Idaho. 10/7/2017. Life Festival Lecture.
- The Idaho Health Care Plan—An Analysis: 5 Part Series. *Post Register*. 10/29/2017-11/3/2017. Op-Ed.
- A Health Care Conflict of Interest. Post Register. 3/6/2018. Guest Column.
- It's Money vs. Ideals in Debate Over Medicaid. Post Register. 8/5/2018. Guest Column.
- Class hatred and Medicaid Expansion. Post Register 8/27/2018. Guest Column.
- Tipping Point for Medicaid Expansion. 9/4/2018, Guest Column.
- Medicaid Expansion and my bat. *Post Register*. 11/18/2018. Guest Column.
- Work requirements create vast, useless bureaucracy. *Post Register.* 12/7/2018. Guest Column.
- Awaiting the War. *Post Register.* 4/1/2020. Guest Column.
- ICU doc: Stay home—make masks. *Post Register.* 4/3/2020. Guest Column.
- ICU doc: Healthcare system needs time and resources. *Post Register.* 4/19/2020. Guest Column.
- ICU doc: We must mask. *Post Register.* 5/10/2020. Guest Column.
- ICU doc: More testing is needed. *Post Register.* 5/14/2020. Guest Column.
- Not a time to be impatient: Krell warns of letting guard down. Post Register, 6/5/2020.
- Idahoans won't be intimidated into letting their neighbors die, Marty. *Post Register.* 7/21/2020. Guest Column.
- City Club of Idaho Falls honors Krell with Civility Award, Post Register 6/9/2020.
- Masking the Problem, Post Register 6/14/2020 comments.
- Turnabout: Governor Little must act on face masks; lives depend on it. *Lewiston Tribune.* 7/21/2020. Guest Column.

- ICU doc: 10 things to consider about opening up schools. *Post Register.* 8/23/2020. Guest Column.
- What do legal experts say about Covid, kids and schools? Post Register 8/23/2020.
- Young people please help the community by wearing a mask, Post Register, 4/13/2020 Guest Column.
- Medicaid expansion or COVID-19, this Idaho doctor just won't keep his mouth shut, Ground Truth, 11/19/2020.
- At the tipping point. Post Register 11/15/2020.
- "I don't know how to keep my mouth shut, Post Register 11/22/2020. (Story about my work on Medicaid expansion and Covid)
- Idaho hospitals "very close" to crisis, ICU doctor says, Post Register 12/4/2020 Comments.
- Testimony at Eastern Idaho Public Health Department. 12/6/2020; Post Register 12/6/2020 (reprinted testimony).
- The pandemic is not over, Post Register 1/29/2021, letter to the editor.
- Region's infection rate rises 49% in 1 week, Post Register 3/16/2021 Comments.
- Eastern Idaho is the state's new COVID hotbed, Post Register 3/17/2021 Comments.
- ICU staff are overwhelmed, Post Register 3/19/2021, Guest Column.
- Think you don't need a COVID vaccine – don't bet on it, Post Register 4/21/2021 Guest Column.
- McGeachin's office used misleading numbers to disparage COVID vaccines, Post Register 9/2/2021 Comments.
- An Idaho ICU doctor's touching message went viral. Here's what he told his co-workers, The Seattle Times 9/20/2021 Comments.
- The Idaho ICU doctor's touching message went viral. Here's what he told his coworkers, Idaho Stateman, 9/20/2021 Comments.
- What's up with Omicron? Post Register, 1/14/2022 Guest Column.
- Resources for COVID long haulers becoming more readily available, Post Register 8/7/2022 comments.

- Sadly, it's not over in fight against COVID, Post Register 12/16/2022 Guest Column.

SUBJECT

Higher Education Research Council Appointment

REFERENCE

August 2014	Board appointed Dr. Kelly Beierschmitt to the Higher Education Research Council as the INL representative, replacing Dr. Hill.
October 2014	Board appointed Ms. Robin Woods and re-appointed Dr. Haven Baker to the Higher Education Research Council for a three (3) year term.
August 2016	Board re-appointed Mr. Bill Canon to the Higher Education Research Council for a term expiring June 30, 2019.
October 2018	Board re-appointed Dr. Haven Baker and Ms. Robin Woods as non-institutional representatives for terms expiring June 30, 2020, and approved the appointment of Dr. Todd E. Combs as the INL representative.
June 2020	Board appointed Ms. Eileen Langan-Barber and Ms. Heather Messenger as non-institutional representatives for terms expiring June 30, 2023.
December 2021	Board appointed Mr. Douglas Sayer as a non-institutional representative for a term expiring June 30, 2027.
June 2023	Board re-appointed both Ms. Eileen Barber and Ms. Heather Messenger as non-institutional representatives to the Higher Education Research Council for 3-year terms expiring June 30, 2026.
August 2024	Board approved appointment of Dr. Todd Combs as the INL representative.
December 2024	Board reappointed Mr. Douglas Sayer as a non-institutional representative to the Higher Education Research Council for a three-year term expiring on June 30, 2027.

BACKGROUND/DISCUSSION

The Higher Education Research Council (HERC) is responsible for implementing the Board's research policy (Board Policy III.W) and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Board policy. HERC also provides direction for and oversees the use of research funding provided to the Board by the Legislature to promote research activities that will have a beneficial effect on the quality of education and the economy of the state.

HERC consists of the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho; a representative of Lewis-Clark

State College; a representative of the Idaho National Laboratory (INL); and three (3) non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics. The Board shall appoint the three non-institutional representatives. The appointments of the representative of INL shall be subject to approval of the Board. HERC appointments for non-institutional representatives are appointed for staggered three-year terms.

In the process of conducting a search for Douglas Sayer's replacement on the Council, HERC identified McKinsey Lyon, VP of External Affairs for Perpetua Resources, as the individual they would like to have serve as its third non-institutional representative.

Perpetua Resources, headquartered in Donnelly, Idaho, is redeveloping one of the largest, high-grade, low-cost gold projects in the United States and is committed to Idaho's resources and people as their guide. They have designed a plan to restore an abandoned mine site and responsibly develop the critical resources we need for a secure and sustainable future.

Joining HERC as its newest member, McKinsey brings unique experience, perspective, and expertise from the minerals industry and is sure to be an asset to the Council as it works to carry out its important responsibilities and duties.

ATTACHMENTS

Attachment 1 – Current HERC Membership – August 2025

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to appoint Ms. McKinsey Lyon as a non-institutional representative to the Higher Education Research Council, for a three-year term expiring on June 30, 2028.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

HIGHER EDUCATION RESEARCH COUNCIL
August 2025

Dr. Nancy Glenn
Vice President of Research & Economic Development
Boise State University

Dr. Todd Combs
Deputy Laboratory Director
Idaho National Laboratory

Dr. Martin Blair
Vice President for Research & Economic Development
Idaho State University

Eileen Barber (06/23-06/26)
Non-institutional representative
Co-Founder
Keynetics

Dr. Grace Anderson
Vice President for Institutional Research & Effectiveness
Lewis-Clark State College

Heather Messenger (06/23-06/26)
Non-institutional representative
Executive
PPD Biotech

Dr. Christopher Nomura
Vice President for Research & Economic Development
University of Idaho

McKinsey Lyon (06/25-06/28)
Non-institutional representative
VP of External Affairs
Perpetua Resources

Board Staff Support
Dr. Heidi Estrem
Chief Academic Officer

Mr. John Thomas
HERC Program Manager

SUBJECT

Accountability Oversight Committee – Reappointments

REFERENCE

August 2023	The Board approved reappointment of Iris Chimburas and Jodie Mills.
December 2023	The Board approved initial appointment of Geoff Penrose.
June 2024	The Board approved reappointment of Julian Duffey, Anne Ritter, and Roger Stewart.
August 2024	The Board approved initial appointment of Adam Johnson and Sherry Ann Adams.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Policy I.Q. Accountability Oversight Committee

BACKGROUND/DISCUSSION

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

- Two Board members
- The Superintendent of Public Instruction (or designee)
- One member with special education experience
- One member with experience serving in a school district with a focus on assessment and accountability
- One member with experience as a district superintendent
- One member with experience as a school principal or charter school administrator
- One person with experience working with student achievement assessments and data
- Two members at-large.

In December 2023, Geoff Penrose was appointed to the AOC to fill the position designated for someone with experience as a school principal or charter school administrator. Geoff has more than twenty years of experience as an educator, including fifteen as a building-level administrator. He is currently the Principal of Sandpoint Middle School in Sandpoint, Idaho. Geoff previously served as the Principal of Lake Pend Oreille High School for nine years and as a middle school principal and assistant principal in Oregon and Alaska for six years. Prior to serving in school administration, Geoff was a middle school teacher and high school teacher and advisor. Geoff Penrose has a Bachelor of Arts in English

Literature from Hope College, a Master of Educational Leadership from the University of Alaska Anchorage, and an Educational Specialist degree from Northwest Nazarene University. His statement of interest and resume are provided as Attachment 2.

In June 2024, Board staff were notified by Jodie Mills that shifts in her district responsibilities would prevent her from completing the final year of her two-year term. In August 2024, Adam Johnson was appointed to complete Jodie's term, thus filling the AOC position for someone with experience serving in a school district with a focus on assessment and accountability. Adam is the Assistant Superintendent and District Assessment Coordinator of Blaine County School District, a role he has served in for four years. Adam was previously a principal and district assessment coordinator for Murtaugh School District and was honored as the 2020 IASA Principal of the Year. He has almost 20 years of experience as an educator, having started as a social studies teacher for Challis School District in 2005. Additionally, Adam was recently a member of the Board's Math Work Group. Adam has a Master of Education Leadership and a Specialist of Education degree from the University of Idaho.

Iris Chimburas was recommended to the Accountability Oversight Committee by the Indian Education Committee and has held one of the at-large positions on the AOC since July 2021. She recently notified staff that she is not seeking reappointment.

IMPACT

Reappointment of Geoff Penrose and Adam Johnson will maintain strong membership on the Accountability Oversight Committee. The AOC will bring a recommendation to the Board at the regular October meeting to fill the vacancy for the at-large position.

ATTACHMENTS

Attachment 1 – Current AOC Membership List
Attachment 2 – Geoff Penrose Statement of Interest and Resume
Attachment 3 – Adam Johnson Statement of Interest and Resume

BOARD STAFF COMMENTS AND RECOMMENDATIONS

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

Board staff recommends approval.

BOARD ACTION

I move to approve the reappointment of Geoff Penrose to the Accountability Oversight Committee for a term of 2 years commencing August 20, 2025, and ending on June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the reappointment of Adam Johnson to the Accountability Oversight Committee for a term of 2 years commencing August 20, 2025, and ending on June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ACCOUNTABILITY OVERSIGHT COMMITTEE
JULY 2025

State Board of Education Member
Ex-Officio

Linda Clark
President
State Board of Education

State Board of Education Member
Ex-Officio

Cindy Siddoway
Member
State Board of Education

Superintendent of Public Instruction or Designee
Ex-Officio

Michelle Clement Taylor
Director of Organizational Operations
State Department of Education

Committee Chair, Student Achievement Assessment and Data Representative
Term: July 1, 2024 - June 30, 2026

Roger Stewart
Retired Professor, College of Education
Boise State University

School District Assessment and Accountability Rep.
Term: August 21, 2024 - June 30, 2025

Adam Johnson
Assistant Superintendent & Data and Assessment Coordinator
Blaine County School District #61

School District Superintendent Representative
Term: August 21, 2024 - June 30, 2026

Sherry Ann Adams
Superintendent
Melba School District #136

School Level Administrator Representative
Term: December 13, 2023 - June 30, 2025

Geoff Penrose
Principal, Sandpoint Middle School
Lake Pend Oreille School District #84

Special Education Representative
Term: July 1, 2024 - June 30, 2026

Julian Duffey
Director of Special Education
Jefferson County School District #251

Member At Large
Term: July 1, 2023 - June 30, 2025

Vacant

Member At Large
Term: July 1, 2024 - June 30, 2026

Anne Ritter
Board Member
Meridian Medical Arts Charter School

Board Staff Support

Alison Henken
K-12 Accountability and Projects Program Manager
Office of the State Board of Education
ahenken@edu.idaho.gov
208-332-1579

Sandpoint Middle School
310 S Division St · Sandpoint, Idaho 83864
208-265-4169 (PH) 208-263-5525 (F)
"Make Learning Irresistible"
Geoffrey Penrose, Principal
Crosby Tajan, Assistant Principal/AD

June 10, 2025

Idaho State Board of Education
650 West State Street
Boise, ID 83702

Dear Board Members,

I write today to request reappointment to serve on the Accountability and Oversight Committee. It would be my honor to serve for another term.

I highly value the work of the committee. In these changing times for education, it is very important that we take frequent, longitudinal, and objective dives into the effects of our decisions and efforts as educators in this great state. As the building-level administrator on the A.O.C., I believe that I have added a useful voice to that conversation.

Thank you for your consideration.

Sincerely,

Geoff Penrose
Principal

Geoff Penrose

Education

B.A. in English Literature
June, 1990
Hope College (Holland, Michigan)

Master of Fine Arts in Creative Writing
December, 1995
University of Alaska Fairbanks (Fairbanks, Alaska)

Teacher Certification Program
June, 2001
University of Alaska Anchorage (Anchorage, Alaska)

Master of Educational Leadership
May, 2007
University of Alaska Anchorage (Anchorage, Alaska)

Education Specialist – Superintendent
January, 2018
Northwest Nazarene University (Nampa, Idaho)

Experience in Education

- **Principal** *2022-Present*
  Sandpoint Middle School (Sandpoint, Idaho)

- **Principal** *2013-2022*
  Lake Pend Oreille High School (Sandpoint, Idaho)

- **Principal** *2011-2013*
  Cheldelin Middle School (Corvallis, Oregon)

- **Assistant Principal** *2010-2011*
  Cheldelin Middle School (Corvallis, Oregon)

- **Assistant Principal** *2007 – 2010*
  Palmer Junior Middle School (Palmer, Alaska)

- **High School Teacher/Advisor** *2002 - 2007*
  Burchell Alternative High School (Wasilla, Alaska)

- **Middle School Teacher** *2001 - 2002*
  Alternative Placement Services (Palmer, Alaska)

- **Substitute Teacher** *1999 - 2001*
  Matanuska-Susitna Borough School District (Palmer, Alaska)

Adjunct Faculty *1999 - 2001*
Sheldon Jackson College (Sitka, Alaska)

Instructor *1993 - 1994*
University of Alaska Fairbanks (Fairbanks, Alaska)

Tutor *1993 - 1994*
University of Alaska Fairbanks Writing Center (Fairbanks, Alaska)

Other Volunteer/Service Experiences

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

Additional Trainings/Activities

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

Other Professional Experience

Caviar Production and Sales Manager *1990 - 2003*
Wards Cove Packing Company (various locations throughout coastal Alaska and Seattle)

Adam Johnson
1730 Laurelwood Dr.
Hailey, Idaho 83333
ajohnson@blaineschools.org
208-578-5002
06/30/2025

Idaho State Board of Education
650 W. State Street, 3rd Floor
Boise, ID 83702

Dear Members of the Idaho State Board of Education,

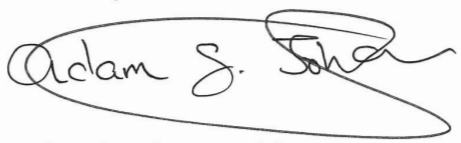
I am writing to express my interest in continuing my service on the Accountability Oversight Committee. It has been a privilege to contribute over the past year, and I remain committed to supporting the committee's mission to ensure transparent, equitable, and data-informed accountability systems for Idaho's public schools.

I bring to this work over twelve years of experience as an assessment coordinator in Idaho, with a perspective shaped by service in both a very small rural district and in a larger Idaho district. This dual lens has provided me with a nuanced understanding of how accountability systems impact diverse school environments and student populations across our state. My background includes implementation and analysis of statewide assessments, support for data-driven decision-making at the school and district levels, and a strong grounding in Idaho's accountability framework.

In my first year on the committee, I have appreciated the thoughtful collaboration and the opportunity to contribute to meaningful discussions on metrics, equity, and continuous improvement. I would welcome the opportunity to continue this service and help advance a system that reflects the values and realities of Idaho's schools.

Thank you for your consideration. I would be honored to continue supporting the important work of the Accountability Oversight Committee.

Sincerely,



Adam S. Johnson Ed.S



Adam Scott Johnson

Education

University of Idaho Moscow, Id
Specialist of Education Leadership 2013
Graduated with 4.0 GPA

University of Idaho Moscow, Id
Masters of Education Leadership 2010
Graduated with 4.0 GPA

Boise State University Boise, Id
B.A. History; Secondary Education 2005
Dean's List

Minico High School Rupert, Id
High School Diploma 2001
Graduated with honors

Employment

Blaine County School District 2021-Current Hailey, Id
Assistant Superintendent
District Assessment Coordinator

Murtaugh School District #418 2014-2021 Murtaugh, Id
6-12 Principal
Assessment Coordinator

Murtaugh School District #418 2013-2014 Murtaugh, Id
Social Studies Teacher
Senior Project Director

Minidoka School District #331 2011-2013 Rupert, Id
Social Studies Department Chair
Social Studies Teacher
Digital Learning Coordinator
Varsity Boy's Basketball Coach

Murtaugh School District #418 2006-2011 Murtaugh, Id
Social Studies Teacher
Senior Project Director

Challis School District #181 2005-2006 Challis, Id
Social Studies Teacher

Awards

2020 IASA Idaho Principal of the Year
2013 Idaho Human Rights Educator of the Year
2010 North Side Conference Coach of the Year
2010 District IV 1A Div. II Boys Basketball co-coach of the Year
2008 Member of Idaho Human Rights Education Center
Teacher's Delegation to Europe
2007 Magic Valley Conference Coach of the Year
2007 Member of Idaho Human Rights Education Center
Teacher's Delegation to Jordan
2006 Member of Idaho Department of Education Teacher's Delegation to China
2005 Carey Holiday Tournament Coach of the Year



Adam Scott Johnson

Page 2

Coaching Experience

Varsity Boys Basketball Coach 2006-2013 (9 Seasons)
Varsity Football Coach 2006, 2008, 2012 (3 Seasons)
Varsity Girls Basketball Coach 2013-2014 (1 Season)
Varsity Golf Coach 2007-2010 (3 Seasons)
Athletic Director 2008-2009

References

Michele Capps
Superintendent
Murtaugh School District #418
500 West Boyd St.
Murtaugh, Idaho 83344

Kandy Blackburn
Director of Human Resources
Blaine County School District
118 W. Bullion Street
Hailey, Idaho 83333

Suzette Miller
Assistant Superintendent
Minidoka School District #331
292 W 100 S
Rupert, Idaho 83350

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Adoption of Praxis Tests and Idaho Qualifying Scores

REFERENCE

December 2022	Board accepted the Professional Standards Commission recommendation to approve proposed Praxis assessments and Idaho cut scores.
April 2023	Board approved Praxis assessments and Idaho cut scores.
June 2024	Board approved Praxis assessments and Idaho cut scores.

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.02.015.01.d - Standard Instructional Certificate
IDAPA 08.02.02.017.01 - Content, Pedagogy and Performance Assessment for Certification

BACKGROUND/DISCUSSION

"One of the requirements for obtaining a Standard Instructional Certificate is demonstrating proficiency in the endorsement area being sought, as outlined in IDAPA 08.02.02.015.01.d. Each candidate must meet or exceed the state qualifying score on a content area assessment approved by the State Board of Education (Board). Praxis – Subject Assessments are one of the Board-approved content area assessments.

Educational Testing Service (ETS) periodically expires assessments, replacing them with regenerated assessments and updated multi-state qualifying scores. The following regenerated assessments are for exams previously adopted by the Board. The Idaho Department of Education recommends the following regenerated assessments and qualifying scores to the Board for approval, effective September 1, 2025:

- Adoption of Praxis assessment 5589 Middle School Social Studies, with a multi-state qualifying score of 149, to replace expiring assessment 5089 Middle School Social Studies
- Adoption of 5758 ParaPathways: Reading and Writing, with a multi-state qualifying score of 332, to replace expiring assessment 1755 ParaPro Assessment
- Adoption of 5759 ParaPathways: Mathematics, with a multi-state qualifying score of 334, to replace expiring assessment 1755 ParaPro Assessment.

The last administration date of all expiring assessments is August 31, 2026. Approving the regenerated assessments with an effective date of September 1, 2025, will provide candidates with the flexibility to take either version until the older assessments are fully retired.

IMPACT

Approval of assessments and qualifying scores ensures compliance with Idaho Administrative Code.

ATTACHMENTS

Attachment 1 – ETS Praxis Assessments & Cut Scores

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to adopt Praxis assessment 5589 Middle School Social Studies, with a multi-state qualifying score of 149, to replace expiring assessment 5089 Middle School Social Studies, effective September 1, 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to adopt 5758 ParaPathways: Reading and Writing, with a multi-state qualifying score of 332, to replace expiring assessment 1755 ParaPro Assessment, effective September 1, 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to adopt 5759 ParaPathways: Mathematics, with a multi-state qualifying score of 334, to replace expiring assessment 1755 ParaPro Asssment, effective September 1, 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Standard Instructional Certificate - ETS Praxis Assessments

Endorsement Code	Endorsement	Content/ Grade Level	ETS Praxis Subject Assessment	Idaho Cut Score	Multi State Cut Score
7010	All Subjects	K-8	Elementary Education: 7002 Teaching Reading Subtest AND	143	143
			Elementary Education: 7003 Mathematics Subtest AND	157	157
			Elementary Education: 7004 Social Studies Subtest AND	155	155
			Elementary Education: 7005 Science Subtest	159	159
8222	American Government/Political Science	5-9	~~5089~~ 5589 Middle School Social Studies	149	149
7222		6-12	5931 Government/Political Science	149	149
7770	American Indian Language	K-12	-	-	-
7038	Bilingual Education	K-12	5362 English to Speakers of Other Languages	155	155
8421	Biological Science	5-9	5442 Middle School Science	152	152
7421		6-12	5236 Biology	154	154
7083	Blended Early Childhood Education/ Early Childhood Special Education	Birth-Grade 3	5025 Early Childhood Education OR Elementary Subtests (See All Subjects) AND	156	156
			5692 Special Education: Early Childhood/Early Intervention	159	159
7014	Blended Elementary Education/ Elementary Special Education	Grade 4-6	Elementary Subtests (See All Subjects)	See All Subjects	See All Subjects
7035	Blind and Low Vision	Pre-K-12	5354 Special Education: Core Knowledge and Applications AND	145	151
			5282 Special Education: Teaching Students with Visual Impairments	163	163
8440	Chemistry	5-9	5442 Middle School Science	152	152
7440		6-12	5246 Chemistry	146	146
8144	Communication	5-9	5221 Speech Communication: Content Knowledge	143	-
7144		6-12			
8400	Computer Science	5-9	5652 Computer Science	149	149
7400		6-12			
9921	CTE - Agriculture Science & Technology	6-12	5701 Agriculture	147	147
9093	CTE - Business Technology Education	6-12	5101 Business Education: Content Knowledge	148	154
9400	CTE - Computer Science	6-12	5652 Computer Science	149	149
9401	CTE - Engineering	6-12	5053 Technology and Engineering Education	157	157
9970	CTE - Family and Consumer Sciences	6-12	5123 Family and Consumer Sciences	151	151
9092	CTE - Marketing Technology Education	6-12	5561 Marketing Education	158	-
9981	CTE - Technology Education	6-12	5053 Technology and Engineering Education	157	157
7030	Deaf/Hard of Hearing	Pre-K-12	5355 Special Education: Foundational Knowledge AND	145	145
			5272 Special Education: Education of Deaf and Hard of Hearing Students	160	160
7019	Early Childhood Special Education	Pre-K-3	5025 Early Childhood Education OR Elementary Multiple Subtests (See All Subjects) AND	156	156
			5692 Special Education: Early Childhood/Early Intervention	159	159
7140	Early Literacy	K-3	5205 Teaching Reading: Elementary	159	159
8451	Earth and Space Science	5-9	5442 Middle School Science	152	152
7451		6-12	5572 Earth and Space Sciences	154	154
8228	Economics	5-9	~~5089~~ 5589 Middle School Social Studies	149	149
7228		6-12	5911 Economics	150	150
8990	Engineering	5-9	5051 Technology Education	154	159
7990		6-12			
8120	English	5-9	5047 Middle School English Language Arts	164	164
7120		6-12	5038 English Language Arts: Content Knowledge	167	167
7126	English as a Second Language (ESL)	K-12	5362 English to Speakers of Other Languages	155	155
7036	Exceptional Child Education	K-8	5355 Special Education: Foundational Knowledge AND Elementary Subtests (See All Subjects)	145	145
7037		6-12		See All Subjects	See All Subjects
7029		K-12			
8226	Geography	5-9	~~5089~~ 5589 Middle School Social Studies	149	149
7226		6-12	5921 Geography	153	-
8452	Geology	5-9	5442 Middle School Science	152	152
7452		6-12	5572 Earth and Space Sciences	154	154
7028	Gifted and Talented	K-12	5358 Gifted Education	157	157
8520	Health	5-9	5551 Health Education	155	-
7520		6-12			
7521		K-12			
8221	History	5-9	~~5089~~ 5589 Middle School Social Studies	149	149
7221		6-12	5941 World and U.S. History: Content Knowledge	141	-
8133	Humanities	5-9	-	-	-
7133		6-12			
8134	Journalism	5-9	5224 Journalism	153	153
7134		6			
7080	Junior ROTC	12	-		
7139	Literacy	K-12	5206 Teaching Reading	156	156
8320	Mathematics - Middle Level	5-9	5164 Middle School Mathematics	157	157
7300	Mathematics	6-12	5165 Mathematics	159	159
8820	Music	5-9	5113 Music: Content Knowledge	148	161
7820		6-12			
7810		K-12			
7420	Natural Science	6-12	5436 General Science	141	141
7989	Online-Teacher	Pre-K-12	-	-	-
8510	Physical Education (PE)	5-9	5091 Physical Education: Content Knowledge	143	-
7512		6-12			
7511		K-12			
8430	Physical Science	5-9	5442 Middle School Science	152	152
7430		6-12	5485 Physical Science	157	157
8450	Physics	5-9	5442 Middle School Science	152	152
7450		6-12	5266 Physics	145	145
8231	Psychology	5-9	5391 Psychology	154	154
7231		6-12			
8453	Science - Middle Level	5-9	5442 Middle School Science	152	152
7200	Social Studies	6-12	5581 Social Studies	153	153
8220	Social Studies - Middle Level	5-9	~~5089~~ 5589 Middle School Social Studies	149	149
8229	Sociology	5-9	5952 Sociology	154	154
7229		6-12			
8236	Sociology/Anthropology	5-9	5952 Sociology	154	154
7236		6-12			
7296	Teacher Leader - Instructional Technology				

Standard Instructional Certificate - ETS Praxis Assessments

Endorsement Code	Endorsement	Content/ Grade Level	ETS Praxis Subject Assessment	Idaho Cut Score	Multi State Cut Score
7297	Teacher Leader - Instructional Specialist	-			
7298	Teacher Leader - Literacy	-	5205 Teaching Reading: Elementary **(OR)**	159	159
			5206 Teaching Reading (K-12) **(OR)**	156	156
			5302 Reading Specialist	165	165
7299	Teacher Leader - Mathematics	-	5164 Middle School Mathematics **(OR)**	157	157
			5165 Mathematics **(OR)**	159	159
			5037 Elementary Education: Math Specialist	153	153
7045	Teacher Leader - Special Education	-			
7020	Teacher Librarian	K-12	5312 School Librarian	154	154
8137	Theater Arts	5-9	5641 Theatre	148	-
7137		6-12			
8852	Visual Arts	5-9	5134 Art: Content Knowledge	151	158
7852		6-12			
7851		K-12			
8700	World Language (All other languages not listed below)	5-9	5841 World Language Pedagogy	151	158
7700		6-12			
7710		K-12			
8702	World Language - American Sign Language	5-9	0634 American Sign Language Proficiency Interview (ASLPI) by Gallaudet	3 (score is equivalent to a 160 scale	160
7702		6-12			
7701		K-12			
8796	World Language - Chinese	5-9	5665 Chinese (Mandarin): World Language	164	164
7796		6-12			
7715		K-12			
8830	World Language - French	5-9	5174 French: World Language	156	162
7730		6-12			
7712		K-12			
8740	World Language - German	5-9	5183 German: World Language	157	163
7740		6-12			
7713		K-12			
7792	World Language - Japanese	K-12	5661 Japanese	156	156
7750	World Language - Latin	K-12	5601 Latin	152	-
7714	World Language - Russian	K-12	5671 Russian: World Language	130	130
8720	World Language - Spanish	5-9	5195 Spanish: World Language	163	168
7720		6-12			
7711		K-12			

Effective 9/1/25

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Appointments to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

Section 33-1252, Idaho Code, sets forth criteria for membership on the Professional Standards Commission (PSC). The PSC consists of eighteen (18) members, including one (1) from the State Department of Education and one (1) from the Division of Career Technical Education. The remaining members shall be representative of the teaching profession of the State of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) in pupil personnel services. The Idaho School Superintendents' Association, the Idaho Association of Secondary School Principals, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Two (2) PSC members announced career changes in April and May 2025, resulting in the opening of two (2) positions on the Commission, effective July 1, 2025 – one (1) position representing certificated classroom teachers and one (1) position representing school superintendents.

Nominations were sought for open classroom teacher positions from November 18, 2024 – January 31, 2025, from the Idaho Education Association, Northwest Professional Educators. Interested educators were retained for consideration through 2026. Nominations were sought for the school superintendent position from April 25 – June 1, 2025, from the Idaho School Superintendents' Association and interested educators.

On April 10, 2025, the PSC's Recommendations Committee reviewed the nominations received for each position, considering factors such as regional representation, school size, and nominee experience, resulting in a motion to the full PSC for consideration. The PSC recommends the appointments of Melyssa Ferro of Caldwell School District and Jason Moss of Grace School District to the Commission for a three-year term beginning July 1, 2025, and ending June 30, 2028.

IMPACT

Board action allows for the appointment or reappointment of members to the Professional Standards Commission, ensuring all seats on the Commission are filled.

ATTACHMENTS

Attachment 1 – Current Professional Standards Commission Members
Attachment 2 – Melyssa Ferro
Attachment 3 – Jason Moss

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to appoint Melyssa Ferro of Caldwell School District to the Professional Standards Commission, replacing Stacey Jensen of Pocatello School District, for a three-year term beginning July 1, 2025, and ending June 30, 2028, representing certificated classroom teachers.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Jason Moss of Grace School District, replacing Lance Harrison of Preston School District, to the Professional Standards Commission for a three-year term beginning July 1, 2025, and ending June 30, 2028, representing school superintendents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho Professional
Standards Commission

2025-2026 Member Roster

Angela Gillman, Chair
Classroom Teacher
Idaho Falls School District #091
Term 7/1/24 – 6/30/27

Kristi Enger, Educator Certification Director
Idaho Career Technical Education
Term 7/1/24 – 6/30/27

Erika Estes, Classroom Teacher
Weiser School District #431
Term 7/1/24 – 6/30/27

Angie Gilbert, Teacher of Exceptional
Children Twin Falls School District #411
Term 7/1/25 – 6/30/28

Melissa Green, Private Teacher Education
Brigham Young University
Term 7/1/24- 6/30/27

Ramona Lee, Special Education Administrator
West Ada School District #002
Term 7/1/23 – 6/30/26

Katie Mathias, Public Teacher Education
Boise State University
Term 7/1/23 – 6/30/26

Amy McBride, Secondary Principal
Twin Falls School District #411
Term 7/1/25 – 6/30/28

MeLissa Rose, Vice Chair
Pupil Service Staff Lakeland
School District #272
Term 7/1/25 – 6/30/28

Jamee Nixon, College of Letters and Sciences
Northwest Nazarene University
Term 7/1/25 – 6/30/28

Matthew Pollard, Classroom Teacher
Moscow School District #281
Term 7/1/25 – 6/30/28

Karen Pyron, School Board Member
Butte County School District #111
Term 7/1/24 – 6/30/27

Royal Toy, Public Teacher Education
Lewis-Clark State College
Term 7/1/25 – 6/30/28

Jonelle Warnock, Classroom Teacher
Boise School District #001
Term 7/1/23 – 6/30/26

Alejandro Zamora, Elementary Principal
Wilder School District #133
Term 7/1/24 – 6/30/27

Vacant, State Department of Education

Vacant, School Superintendent

Vacant, Classroom Teacher

Melyssa Ferro
[redacted]

Career Objective:
To create citizen scholars who have the critical thinking skills necessary to be successful in making decisions about their planet and their futures.

Certification:
Idaho Education Credential: Standard Secondary: Biological Science 6-12, Natural Science 6-12

Education:
- Doctorate in Education: Learning, Instruction, and Innovation, Walden University, Minneapolis, Minnesota 2019
- Masters of Science: Middle Level Education, Walden University, Minneapolis, Minnesota 2006
- Bachelors of Science: Biology, Secondary Education, Boise State University, Boise, Idaho 1999

Teaching Experience:
- Secondary Science Capacity Builder, Caldwell School District, 2024-2025
- Digital Integration Coach, Caldwell School District, 2020-present
- Science Teacher, Physical, Life. & Earth Science, Syringa Middle School, Caldwell, Idaho Fall 2000-present
- Adjunct Faculty, Northwest Nazarene University, Nampa, Idaho 2020-present
- Elementary Science Methods Instructor, College of Idaho, Caldwell, Idaho Spring 2010-2012
- Science Teacher, Biology & Physical Science, Caldwell High Summer School, Caldwell, Idaho Summer 2004
- Science Teacher, Biology & Physical Science, Ridgecrest High School, Nampa, Idaho Summer 2000
- Science Teacher, Biology & Physical Science, Nampa High Night School, Nampa, Idaho Spring 2000

Related Experience:
- Pathways Project, Idaho State Department of Education, 2024-2025
- Book Study Facilitator, Idaho State Department of Education & Idaho Science Teaching Association, 2023-2024
- Middle School Partnership, Boise State University TRIO Program, 2022-present
- Egg Drop Coordinator, Caldwell Housing Authority, 2023-present
- Treasure Valley Urban Conservation Partnership, Spring 2022-present
- Education Advisory Council, Discovery Center of Idaho, January 2022 - present
- Science Standards Alignment Facilitator, WebbAlign, June 2022
- Science Standards Alignment, WIDA Consortium, June 2021
- Outdoor Idaho Curriculum Writer, PBS Learning Media, spring 2021
- Mastery Learning Pilot project, Team Leader, Caldwell School District, 2018-2020
- Idaho State Science Selection Committee Reviewer, summer 2017, fall 2020

- Cross State CAC Science Content Review Committee, Cambium Assessment, Inc., July 2020
- Road to Reopening Task Force, Caldwell School District, Governance and Instructional Subcommittees, Summer 2020
- Caldwell COVID-19 Response Task Force, Caldwell School District, March-May 2020
- Connecticut Science Alt Assessment Alignment Study, American Institute of Research, Content Expert, July 2019
- Idaho Assessment Science Fairness Advisory Committee, Idaho State Board of Education, December 2018
- JASON Learning Teacher Argonaut program, Cape Eleuthera, Bahamas, June 2018
- Idaho STEM Leadership Academy, Idaho State Board of Education, 2018
- Age of Agility, Idaho Governor's Office, 2018
- National Advisory Committee, Middle School Science Praxis, Educational Testing Service, July 2018
- STEM Revolution STREAMS Trainer, Dubai, UAE, January 2018
- STEM School Designation Task Force, Idaho State Board of Education, December 2017-2018
- National Science Foundation Selection Committee Reviewer, summer 2017, 2018
- Voya STEM Fellowship, National Network of State Teachers of the Year, 2017-present
- Educator Pipeline Workgroup, Idaho State Board of Education, 2017-2018
- Students Exploring the Environment and Discovering Science (SEEDS7) Partnership, Deer Flat National Wildlife Refuge 2017-present
- Idaho Curricular Materials State Approval Board, Idaho State Department of Education, Spring 2016-2020
- Organizing Committee Chair, Idaho Chapter of National Network of State Teachers of the Year, fall 2016
- Spotify for Educators Project Board Member, Spotify, 2016-2017
- Idaho State Science Fair Committee, Idaho STEM Action Center, 2016-2017
- Application Review Committee, Mastery Education Network, Idaho State Department of Education, Spring 2016
- Table Leader, Idaho STEM Summit, Idaho State Board of Education, Summer 2015
- Idaho Science Standards Adoption Committee, Middle School Chair, Idaho State Department of Education, 2015-2019
- District Science Fair Coordinator, Caldwell School District, 2014-present
- District STEM Coordinator, Caldwell School District #132, 2014-present
- Lead Teacher, Expedition Yellowstone/Explore Oregon Fieldtrip, Caldwell, Idaho 2014-present
- Department Chair, Syringa Middle School, 2013-present
- Lead Teacher, Future City Project, Caldwell, Idaho 2012-present
- Independent Contractor, Idaho State Department of Education, 21st Century Lesson Plan Master Teacher, 2012
- Science Bowl Coach, Syringa Middle School, Caldwell, Idaho 2011-present
- Math and Science Summer Institute (MASSI) Partnership, College of Idaho 2010-present
- Lead Teacher, Disney Planet Challenge Project, Caldwell, Idaho 2010-2012
- Group Leader, Habitat H2O Science Field Trip, Caldwell, Idaho 2009-present
- Cooperating Teacher, College of Idaho, Student Teaching Program, 2009, 2014
- After School Tutoring, Syringa Middle School, Caldwell, Idaho Fall 2004-2009
- Idaho Youth Games Volunteer, Caldwell, Idaho Summer 2003- Summer 2008
- Instructional Aide, Syringa Middle School, Caldwell, Idaho Spring 2000
- Substitute Teacher, Caldwell School District, Caldwell, Idaho Fall 1994-Fall 1999

Professional Association Memberships & Involvement:

- Communications Coordinator, Idaho Science Teaching Association, 2023-present
- President, Idaho Science Teaching Association, 2021-2023
- Idaho Education Technology Association, 2021-present
- Region 8 Board Representative, Idaho Education Association, spring 2022-present
- Region 3 Board Representative, Idaho Science Teaching Association, fall 2019-fall 2021
- Secretary/Communications, Idaho NNSTOY Chapter, 2019-2021
- International Society for Technology in Education, 2017-present
- Idaho Education Association Executive Director Search Committee, Winter 2016
- Association for Supervision and Curriculum Development, 2016-2020
- National Network of State Teachers of the Year, 2016-present
- Association of Presidential Awardees in Science Teaching, 2015-present
- Treasurer, Caldwell Education Association, 2007-present
- Delegate, Delegate Assembly, Idaho Education Association 2001-present
- National Education Association 2000-present
- Idaho Education Association 2000-present
- Caldwell Education Association 2000-present
- National Science Teaching Association 2000-present
- Idaho Science Teaching Association 2000-present
- Resolutions Committee, Region 8 Representative, Idaho Education Association, 2006-present
- Negotiations Team, Lead Negotiator, Caldwell Education Association, 2010-2011
- Idaho Middle Level Association 2005-2007, 2016-2019, 2021-present
- Vice President, Caldwell Education Association, 2005-2007

Awards:

- Idaho Middle Level Educator of the Year, 2024
- National Life Group Life Changer of the Year, Honor Roll member, 2019-2020
- Idaho Master Educator Portfolio Premium Awardee, 2019
- Idaho Environmental Education Association Environmental Education Award, Secondary Educator, 2019
- NEA Foundation Award for Teaching Excellence, 2018
- Idaho Education Association's Marsha Nakamura Teaching Excellence Award, 2017
- Industry's Excellent Educators Dedicated to STEM (INDEEDS) Award, Idaho Secondary, 2016
- Idaho State Teacher of the Year, 2016
- Caldwell School District Teacher of the Year, 2015
- National Finalist, Presidential Awards for Excellence in Mathematics and Science Teaching, 2013
- Teacher of the Year, Syringa Middle School, Caldwell, Idaho 2006-2007, 2014-2015
- State Level Finalist for Idaho, Presidential Awards for Excellence in Mathematics and Science Teaching 2009, 2013
- Region III Outstanding Secondary Science Teacher of the Year, Idaho Science Teacher Association, 2007-2008
- Secondary Teacher of the Month, Syringa Middle School, Caldwell, Idaho October 2005

Publications

- Ferro, M. D. (2019). STEM Influence on Career Choice Variables of Middle School Students Based on Gender and Ethnicity.

- Pages 539-548 in Ferdig, R.E., Baumgartner, E., Hartshorne, R., Kaplan-Rakowski, R. & Mouza, C. (2020). Teaching, Technology, and Teacher Education during the COVID-19 Pandemic: Stories from the Field. Association for the Advancement of Computing in Education (AACE). Retrieved from https://www.learntechlib.org/p/216903/.

Professional Preparation/Development:

- Idaho Education Association Summer Institute, Presenter, July 2023
- Idaho Educational Technology Association Conference, Presenter, February 2023, 2024
- Idaho Science Teaching Association Conference, Presenter, August 2022, August 2023
- International Society for Educational Technology Conference, July 2022
- National Network of State Teachers of the Year Conference, Tech Host and Presenter, July 2020, July 2021, July 2022
- The Summit on PLC at Work, Solution Tree, February 2022
- Google Educator Level 2 Certification, July 2020
- Google Educator Level 1 Certification, June 2020, June 2023
- JASON Learning National Conference, July 2019
- National Network of State Teachers of the Year Conference, July 2017
- International Society for Technology in Education Conference, June 2017
- Edcurious Problem-Based Learning, Idaho STEM Action Center, June 2017
- National Science Teaching Association Conference, Presenter, Spring 2017
- Idaho Education Association Summer Institute, Presenter, Summer 2016
- National Forum on Education Policy, Summer 2016
- TinkerCad Training, August 2016
- International Space Camp, July 2016
- National Science Teaching Convention, spring 2015, 2016, fall 2022, spring 2023
- Idaho State Science Teaching Conference, fall 2014, 2015, 2016, 2017, 2018, 2021, 2022, 2023
- iSTEM Summer Middle School Conference, Idaho, 2009-present
- Caldwell School District Science Institute, Organizer and Presenter, Summer 2015 and 2016
- Visible Learning Conference, Minnesota, Summer 2015
- STEM Innovations Conference, University of Idaho, Presenter, Summer 2015
- Common Core Standards Implementation Professional Development, Presenter, Spring 2013
- College Board Vertical Teaming Training, Spring 2013
- Grant Coordinator, Increased Science Learning with 21st Century Tools Grant, 2012-2014
- Summer Math and Science Institute, Organizing Committee, Caldwell, Idaho 2009-present
- Mathematics and Science Partnership Grant Committee, Boise, Idaho 2009-2010
- Coordinated School Health Council Member, Syringa Middle School, Caldwell, Idaho 2009-present
- Building Site Council Member, Syringa Middle School, Caldwell, Idaho 2001-2011
- JASON workshop, Monster Storms, Spring 2009
- Critical Learning Skills in the 21st Century: Collaboration for Student Success, Spring 2009
- Lead Grant Writer, Idaho National Laboratories STEM Mini Grant, Syringa Middle School, Caldwell, Idaho Spring 2009
- Peer Mentoring, Professional Learning Teams Fall 2008-Spring 2009

- Professional Book Study Group, Syringa Middle School, Caldwell, Idaho Fall 2007-Spring 2008
- Highly Effective Questioning, Professional Learning Teams Fall 2007-Spring 2008
- Data Review, Idaho Standards Achievement Test, Data Recognition Corp May 2007

DR. JASON MICHAEL MOSS

[redacted]

Education

- Doctor of Education (Educational Administration) – University of Wyoming (May 2022)
- Master of Arts in Education (Educational Leadership) – University of Wyoming (May 2013)
- Bachelor of Arts (Secondary Education: Spanish, ESL) – Idaho State University (May 2008)
- Bachelor of Arts (Spanish Language & Literature) – Idaho State University (May 2008)

Educational Experience

- **Idaho Digital Learning Alliance (IDLA)** – *Part-Time Online Principal* (2024-current)
- **Grace Joint School District #148** – *Superintendent of Schools* (2021-current)
- **Grace Joint School District #148** – *Principal* (Grace Elementary & Thatcher Elementary School, K-6) – (2020-2021)
- **Johnson County School District #1** – *Principal* (Kaycee School, K-12) – (2017-2020)
- **Crook County School District #1** – *Principal, Associate Principal, alt. HS principal, summer school Principal* (2014-2017)
- *Administrative Intern* (University of Wyoming) – (2011-2013)
- *Adjunct Spanish Instructor* – (Rock Springs, WY)
    - Taught SPAN 1010, SPAN 1020 for Western Wyoming Community College (2011-2013)
- **Sweetwater County School District #1** – *High School Spanish/Social Studies Teacher* – Farson-Eden High School (Farson, WY)
    - Taught Spanish I, II, III, Geography, Government, U.S. History, Sociology (2009-2013)
    - *Summer School Teacher* – (Rock Springs, WY)
        - ELL instructor for grades K-2, 4-6 (2009-2013)
- **Sweetwater County School District #1** – *Elementary ELL Teacher* – Lincoln Elementary School (Rock Springs, WY)
    - ELL instructor for grades K-3, 5 (2008-2009)
- *Student Teacher (Spanish)* – Pocatello High School (Pocatello, ID) (2008)

Leadership Credentials

- *Superintendent of Schools) of Grace School District, Grace, Idaho (558 students – PreK-12)*
    - *Responsible for evaluation of all certificated and classified staff members (~90 staff)*
    - *Responsible for reviewing, presenting, and upholding all school district, state, and federal policies*
    - *Responsible for positive relationships and communication with school district community, state Department of Education, and local legislators*
    - *Led multiple leadership development book studies for professional development credit as Superintendent and principal*

- *Served as instructional leader for K-12 school in Kaycee*
    - *Worked with parents, community members, staff members, and students to improve the culture of the school*
    - *Taught 1 section of HS Spanish*
- *Led school from Partially Meeting Expectations to Meeting Expectations in 1 year, then Meeting Expectations the following year on WAEA* (Wyoming Accountability in Education Act) *report at Moorcroft K-8 School*
- *Led school from Not Meeting Expectations to Meeting Expectations at Kaycee School*
- *Sheridan College in Johnson County Advisory Board member*
- *Trained in PLC process, including collaborative teams, mission/vision statements, goals, norms, collective commitments*
- *Served as instructional leader for 50+ staff members and 460 students as principal in Moorcroft, Wyoming*
- *Successfully managed school budgets*
    - *Saved district tens of thousands of dollars on top of reductions each year as principal in Wyoming*
    - *Managed and maintained a $6M budget as Superintendent in Grace, Idaho*
- *Hired and retained effective and innovative teachers and classified staff members*
- *Led staff & district through preparation of previous AdvancED accreditation process*
- *AdvancED Accreditation External Team Review member (4x)*
    - *Wyoming, Colorado, & Michigan*
- *Wyoming Accreditation Team Member*
    - *2019-2020 school year*
- *Developed Comprehensive School and School Improvement Plans each year as principal*
- *Created school-wide continuous improvement SMART goals*
    - *Monitored and benchmarked progress*
- *Present in classrooms, on playground, in hallways, and at school events*
- *Created a successful culture and climate, using data to increase student engagement, differentiated instruction, and achievement*
- *Bilingual in Spanish* (spoken and written)
- *Facilitated professional development workshops and teacher development days*
- *PAWS* (Proficiency Assessment for Wyoming Students) *and WY-TOPP Building Coordinator*
- *National Honor Society Faculty Council Member* – Farson-Eden School
- *Jr. Legislature Coach/Sponsor* – Farson-Eden School (2010-2013)
- *ACT Test Supervisor & Proctor* – Farson-Eden School (2010-2013); Kaycee School (2018)

<u>Special Recognitions</u>

- *Grow Your Own Scholarship* (ESL scholarship) – Idaho St. University
- *National Hispanic Honor Society* (for Spanish majors) – Idaho St. University
- *4.0 GPA in Master's and Doctorate degree programs* – University of Wyoming
- *DuoLingo Certified Educator*

Family/Personal Information

- *Married 18 years* (Rebecca)
- *Nine children* (Landon, 18; Bryant, 16; Luke, 15; Isaiah, 12; Blake, 10; Carter, 9; Eliana, 7; Josie, 4; Sadie, 16 months)
- *Idaho State University alumni Class of 2008*

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025

TAB	DESCRIPTION	ACTION
1	**BOARD POLICY V.N. GRANTS AND CONTRACTS – FIRST READING**	Action Item
2	**BOARD POLICY V.T. FEE WAIVERS – FIRST READING**	Action Item
3	**FY2027 BUDGET REQUESTS**	Action Item
4	**FY 2027 CAPITAL BUDGET REQUESTS AND SIX-YEAR PLANS**	Action Item
5	**IDAHO STATE UNIVERSITY – CAES DISSOLUTION AND TENANT USE AGREEMENT AND RENAMING**	Action Item

SUBJECT

Board Policy Section V. Subsection N.3. – Grants and Contracts – First Reading

REFERENCE

December 2011	Board approved the first reading to amend Board policy Section V.N.
February 2012	Board approved the second reading to amend Board policy Section V.N.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In February 2012, the Board approved the existing policy related to institution indirect cost rates. It provides that no cost recovery is allowed for grants and contracts with the Office of the State Board of Education, Division of Career Technical Education, and Division of Vocational Rehabilitation; sets the cost recovery rate for all other state entities at 20%; and provides a mechanism for state entities to request indirect cost waivers from institutions. Minutes from that meeting indicate the intention that all agencies governed by the Board may be exempt from indirect cost recovery. However, the other state agencies under the Board do not appear to have been specifically discussed.

This indirect cost rate has been a hardship for the Department of Education. As an example, in FY2024 the Department paid the college and universities over $600,000 in indirect costs. This amendment to Board policy would allow the Department and other agencies under the Board to allocate more resources directly to the project's goals, ultimately leading to an increase in support of Idaho's schools, more successful outcomes, and a closer alignment to our fiscal priorities.

IMPACT

Updating this Board policy will allow state entities to negotiate the indirect cost recovery rate with institutions to ensure the amount recovered reflects actual costs incurred because of the applicable contract or grant. Similarly, revising the indirect cost recovery policy will ensure agencies can allocate more resources directly to the objectives of the applicable contract or grant.

ATTACHMENTS

Attachment 1 – State Board of Education Minutes from February 2012, Page 23
Attachment 2 – Policy V.N. Proposed Revisions – Clean Version
Attachment 3 – Policy V.N. Proposed Revisions – Redline Version

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff contacted the college and universities to gather feedback on the fiscal impact of the proposed changes to Policy V.N., in preparation for the BAHR meeting on August 6, 2025.

At the meeting, Boise State University, Idaho State University, Lewis-Clark State College, and the University of Idaho agreed to collaborate with the State Department of Education to determine which grants and contracts should be classified as pass-through funds and which incur indirect costs. For those with indirect costs, the State Department of Education as well as each institution will identify the applicable grants and contracts, after which a negotiated rate will be established between the institution and the State Department of Education.

Board staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy Section V.N. as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

M/S (Terrell/Soltman): To approve the second reading of the amendments to Board Policy V. B., D., and V., as presented. The motion passed unanimously. Board member Luna was absent from voting.

Board member Terrell introduced this item and indicated it was the second reading for these sections. There was no discussion.

2. Amendment to Board Policy – Section V.C. – Second Reading

BOARD ACTION

M/S (Terrell/Goesling): To approve the second reading of proposed amendments to Board Policy Section V.C., as presented in attachment 1. The motion passed unanimously. Board member Luna was absent from voting.

Board member Terrell introduced this item as a second reading of Board policy Section V.C. which currently places limitations on institution and agency spending authority, irrespective of legislative spending authority. There were no changes from the first reading and staff recommends approval. There was no discussion.

3. Amendment to Board Policy – Section V.N. – Second Reading

BOARD ACTION

M/S (Terrell/Soltman): To approve the second reading of proposed amendments to Board Policy Section V.N., as presented in attachment 1. The motion passed unanimously. Board member Luna was absent from voting.

Board member Terrell introduced this item as a second reading of Board policy V.N. He commented that staff concurs with all suggested changes from the University of Idaho except applying the 20% indirect rate between the Board office (or agencies governed by the Board) and an institution. Staff also revised reporting dates in paragraph 2 and 3.b.(2) from June to August. Staff recommends approval of the policy revisions as submitted.

Mr. Lewis asked for staff to comment on the indirect rate and any concerns. Mr. Freeman responded that historically the Board office has not paid an indirect rate for funds that flow through the office. The Board allocates those funds out and the institutions have not collected an indirect rate from those funds. Mr. Freeman commented in the process of updating and clarifying the Board policy, what they included in the policy is a clear statement that there is no indirect cost recovery for funds that flow through the office of the Board of Education or agencies governed thereby. Dr. Rush clarified there is no change in what the Board is doing presently, they are essentially aligning policy.

Dr. Goesling asked the University of Idaho for their response. Ron Smith from the University commented they are supportive of the language. Mr. Freeman pointed out a correction in the second reading which should read “Paragraph 3.a.1.i” instead of 3.a.1.

4. Amendment to Board Policy – Section V.R. – Second Reading

BOARD ACTION

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: N. Grants and Contracts **October 2025**

1. Approval of Grant and Contract Applications

   All applications for grants and contracts in excess of one million dollars ($1,000,000) that require the institution or agency to dedicate current funds or facilities or will obligate the institution or agency or state to dedicate future funding or facilities require approval by the executive director. Cost sharing or other types of in-kind matching requirements are not considered as dedicated commitments. If there is no dedicated funding or facilities obligation, the application may be approved by the chief executive officer of the institution or agency or his or her designee. When requests for approval of such applications are presented to the executive director the following information shall be included:

   a. Agency to which application is made.

   b. Amount of the proposal.

   c. Period of the grant or contract.

   d. Purpose of the grant or contract.

   e. Nature of obligations including amount of funds involved or facilities to be committed.

2. Acceptance of Grants and Contracts

   Grants and contracts accepted by an institution or agency shall be reported to the Board in August of each year, when the amount of the grant or contract award exceeds one million dollars ($1,000,000). The following information must be provided:

   a. Name of grantor or contract.

   b. Amount of the grant or contract.

   c. Grant or contract period.

   d. Purpose of the grant or contract.

   e. Indicate nature of institution or agency's obligations in the form of dedicated funding or dedication of significant facilities.

3. Facilities and Administrative Indirect Cost Recovery

a. The following indirect cost recovery rates will be used by institutions and agencies under the governance of the Board for grant and contract services:

i. For grants and contracts with the federal government:
1) The indirect cost recovery rates are those negotiated between the institution or agency and the federal government.
2) The indirect cost recovery rate may vary from one classification (e.g. research, instruction, public service/outreach, etc.) to another, but institutions and agencies are encouraged to maximize indirect cost recovery rates.
3) Institutions or agencies may accept indirect cost recovery rates below the institution's/agency's negotiated rate when federal laws, federal programs or policies of the federal agencies limit the rate.

ii. For state grants and contracts with or administered by a state agency under the governance of the Board including but not limited to the Office of the State Board of Education, the State Department of Education, the Division of Career Technical Education, the Division of Vocational Rehabilitation, Idaho Public Television, and the Public Charter School Commission, no indirect cost recovery is allowed unless the institution submits to the state agency an indirect cost rate proposal demonstrating that indirect costs will be incurred. In that event, the indirect cost rate shall be negotiated between the state agency and institution but shall be no more than eight percent (8%).

iii. Except as provided above, for grants and contracts with a State of Idaho office, department, agency, authority, commission, board, institution, hospital, college, university or other instrumentality thereof, the indirect cost recovery rate is twenty percent (20%) of the total direct cost; provided however, if the funding is federal pass-through, then paragraph (1) applies.

iv. For grants and contracts with any political subdivision of the State of Idaho as defined in Idaho Code §6-902(2):
1) the indirect cost recovery rate is no less than twenty percent (20%) of the total direct cost unless the funding is federal pass through;
2) If the funding is federal pass-through, then paragraph (1) applies.

v. For grants and contracts with private entities, whether for-profit or non-profit, indirect cost recovery shall be charged at the full indirect cost recovery rate proposed to the federal government at the last rate negotiation which represents the institution's full cost of doing business.

b. Reduction or Waiver of Cost Recoveries

i. Notwithstanding the indirect cost recovery rates established above, for good cause, the chief executive officer or his or her designee of the institution or agency is authorized to reduce or waive indirect cost recoveries.

ii. Notwithstanding the indirect cost recovery rates established above, for good cause, the President of the Board and the Executive Director of the Board are individually authorized to reduce or waive indirect cost recoveries.

iii. Discretionary reductions or waivers of indirect costs must be reported to the Board office in August of each year.

4. Restrictions on Contract Services

a. Research or consultant entities of agencies and institutions under the governance of the Board may not bid on contract services when it appears that the contract services are reasonably available from the private sector.

b. If the product of contract work is to be privileged or its dissemination restricted, the agency or institution may not undertake the contract work without the written approval of the chief executive officer of the agency or institution.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: N. Grants and Contracts ~~February~~ October 2025~~2012~~

1. Approval of Grant and Contract Applications

   All applications for grants and contracts in excess of one million dollars ($1,000,000) that require the institution or agency to dedicate current funds or facilities or will obligate the institution or agency or state to dedicate future funding or facilities require approval by the executive director. Cost sharing or other types of in-kind matching requirements are not considered as dedicated commitments. If there is no dedicated funding or facilities obligation, the application may be approved by the chief executive officer of the institution or agency or his or her designee. When requests for approval of such applications are presented to the executive director the following information shall be included:

   a. Agency to which application is made.

   b. Amount of the proposal.

   c. Period of the grant or contract.

   d. Purpose of the grant or contract.

   e. Nature of obligations including amount of funds involved or facilities to be committed.

2. Acceptance of Grants and Contracts

   Grants and contracts accepted by an institution or agency shall be reported to the Board in August of each year, when the amount of the grant or contract award exceeds one million dollars ($1,000,000). The following information must be provided:

   a. Name of grantor or contract.

   b. Amount of the grant or contract.

   c. Grant or contract period.

   d. Purpose of the grant or contract.

   e. Indicate nature of institution or agency's obligations in the form of dedicated funding or dedication of significant facilities.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS
Subsection: N. Grants and Contracts ~~February~~ October 2025~~2012~~

3. Facilities and Administrative Indirect Cost Recovery

   a. The following indirect cost recovery rates will be used by institutions and agencies under the governance of the Board for grant and contract services:

      i. For grants and contracts with the federal government:
         1) The indirect cost recovery rates are those negotiated between the institution or agency and the federal government.
         2) The indirect cost recovery rate may vary from one classification (e.g. research, instruction, public service/outreach, etc.) to another, but institutions and agencies are encouraged to maximize indirect cost recovery rates.
         3) Institutions or agencies may accept indirect cost recovery rates below the institution's/agency's negotiated rate when federal laws, federal programs or policies of the federal agencies limit the rate.

      ii. For state grants and contracts with or administered by a state agency under the governance of the Board including but not limited to the Office of the State Board of Education, the State Department of Education, the Division of Career Technical Education, the Division of Vocational Rehabilitation, Idaho Public Television, and the Public Charter School Commission~~the Office of the State Board of Education, the Division of Professional-Technical Education, or the Division of Vocational Rehabilitation~~, no indirect cost recovery is allowed unless the institution submits to the state agency an indirect cost rate proposal demonstrating that indirect costs will be incurred. In that event, the indirect cost rate shall be negotiated between the state agency and institution, but shall be no more than eight percent (8%).

      iii. Except as provided above, for grants and contracts with a State of Idaho office, department, agency, authority, commission, board, institution, hospital, college, university or other instrumentality thereof, the indirect cost recovery rate is twenty percent (20%) of the total direct cost; provided however, if the funding is federal pass-through, then paragraph (1) applies.

      iv. For grants and contracts with any political subdivision of the State of Idaho as defined in Idaho Code §6-902(2):
         1) the indirect cost recovery rate is no less than twenty percent (20%) of the total direct cost unless the funding is federal pass through;
         2) If the funding is federal pass-through, then paragraph (1) applies.

      v. For grants and contracts with private entities, whether for-profit or non-profit, indirect cost recovery shall be charged at the full indirect cost recovery rate proposed to the federal government at the last rate negotiation which represents the institution's full cost of doing business.

   b. Reduction or Waiver of Cost Recoveries

      i. Notwithstanding the indirect cost recovery rates established above, [illegible]

cause, the chief executive officer or his or her designee of the institution or agency is authorized to reduce or waive indirect cost recoveries.

ii. Notwithstanding the indirect cost recovery rates established above, for good cause, the President of the Board and the Executive Director of the Board are individually authorized to reduce or waive indirect cost recoveries.

~~ii.~~iii. Discretionary reductions or waivers of indirect costs must be reported to the Board office in August of each year.

4. Restrictions on Contract Services

a. Research or consultant entities of agencies and institutions under the governance of the Board may not bid on contract services when it appears that the contract services are reasonably available from the private sector.

b. If the product of contract work is to be privileged or its dissemination restricted, the agency or institution may not undertake the contract work without the written approval of the chief executive officer of the agency or institution.

SUBJECT

Board Policy Section V. Subsection T. – Fee Waivers – First Reading

REFERENCE

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.
October 2024	Board approved second 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 STATUTE, RULE OR POLICY

Idaho State Board of Education Policy V.T. – Fee Waivers

BACKGROUND/DISCUSSION

The policy states: “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."

LC State is requesting permanent change to the policy to increase its athletic waiver limit from 110 waivers per semester to 160 waivers per semester. This request is driven by the institution's ongoing efforts to advance its Title IX plan and the recent addition of two new women's sports: Dance (recognized as an NAIA sport) and Cheer (achieving recognized sport status next year).

EADA reports across Idaho sister institutions reveal similarities in the number of sports offered, but lower overall participant numbers for LC State. Increasing LC State's athletic waiver limits will increase the institution's ability to recruit and retain student-athletes and build-out the two new women's sports teams (Dance and Cheer).

- Idaho State University: 15 varsity sports (9 women's, 6 men's) with 441 total participants.
- University of Idaho: 16 varsity sports (9 women's, 7 men's) with 412 total participants.
- Lewis-Clark State College: 15-16 varsity sports (8-9 women's, 7 men's) with 299 total participants.

Dance is fully recognized as a NAIA sport for LC State and Cheer will achieve this status next year. It is anticipated that these sports (once fully implemented) will increase overall athletic participation numbers by 20-30 participants.

The requested waiver increase equates to approximately 50% of LC State's anticipated participant total, which aligns with the other institutions' relative waiver percentage.

IMPACT

Advance Title IX compliance efforts through enhanced support for women's athletics.

- Effectively recruit and retain student-athletes for the Dance and Cheer sport program additions (Projected 20-30 participants).
- Achieve parity with Idaho sister institutions in terms of athletic waiver support relative to participant numbers.
- Support institutional goals for student recruitment and retention through athletics.

Fiscal impact; Positive potential recruitment and retention

ATTACHMENTS

Attachment 1 – Letter of Support- Assistant Athletic Directors Alisha Alexander and Raymond Pedrina
Attachment 2 – Policy V.T. Proposed Revisions – Clean Version
Attachment 3 – Policy V.T. Proposed Revisions – Redline Version

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Lewis-Clark State College's request to increase its athletic fee waiver limit is aligned with institutional efforts to enhance Title IX compliance and expand opportunities for women's athletics through the addition of Dance and Cheer programs.

The proposed increase from 110 to 160 waivers per semester reflects the projected growth in student athlete participation and brings LC State into greater alignment with waiver-to-participant ratios at peer institutions in Idaho.

The increase supports broader institutional goals related to student recruitment, retention, and athletic competitiveness, with minimal financial impact due to the targeted nature of the waiver expansion.

Board staff recommends approval.

BOARD ACTION

I move to approve the first reading of the proposed amendment to Board Policy V.T. Fee waivers as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes_____ No _____

LEWIS-CLARK STATE COLLEGE
WARRIORS

July 8, 2025
To: State Board of Education of the State of Idaho
From: Alisha Alexander, Assistant Athletic Director/Senior Woman Leader &
Raymond Pedrina, Assistant Athletic Director

We are writing this statement while serving in the capacity of co-interim athletic directors at Lewis-Clark State College. We fully endorse the proposal to increase the number of athletic waivers allotted to Lewis-Clark State College to better enrich the experience of the student-athletes.

LC State has made great strides in its Title IX plan with the addition of dance and cheer as varsity sports, and our coaches have made it a goal to increase their roster sizes to help align with Title IX efforts. With this, our student-athlete population has increased and will continue to do so. Our coaching staffs have also done a great job sharing how incredible both our institution and state are to those around the country and have recruited student-athletes from across the United State and across the globe, which also increases our need for these waivers.

Thank you,

Alisha Alexander
Assistant Athletic Director/Senior Woman Leader

Raymond Pedrina
Assistant Athletic Director

Lewis-Clark State College | 500 8th Ave. Lewiston, ID 83501 | 208-792-2471 |
www.lcsc.edu

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: T. Fee Waivers **October 2025**

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 sixty (160) 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. Nonresident 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.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: T. Fee Waivers ~~October 2024~~ October 2025

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   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.
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   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.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: T. Fee Waivers ~~October 2024~~ October 2025

2. Waiver of Nonresident Fees/Tuition
   Nonresident fees/tuition may be waived for the following categories:

   a. Graduate/Instructional Assistants
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   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)~~ sixty (160) 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. Nonresident 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

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: T. Fee Waivers ~~October 2024~~ October 2025

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.

AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY2027 Budget Requests

APPLICABLE STATUTE, RULE, OR POLICY

Title 67, Chapter 35, Idaho Code
Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.

BACKGROUND/ DISCUSSION

The Division of Financial Manager (DFM) issued a memo on May 29, 2025, providing guidance for the FY 2027 budget requests. The memo limits FY 2027 ongoing general fund budget requests to no more than maintenance of FY 2026 ongoing general fund appropriation. Budgets must include all maintenance items including a 1% CEC multiplier.

Due to lower-than-anticipated General Fund revenues and over $450 million in approved tax relief, agencies are instructed to submit maintenance-only budgets. Budget growth will be limited to essential items such as employee compensation, health insurance adjustments, and non-discretionary cost increases.

The Governor's Office and the Division of Financial Management (DFM) have emphasized fiscal restraint, requiring agencies to prepare internal holdback scenarios of 2%, 4%, and 6% in anticipation of continued economic uncertainty. Additionally, FY 2026 supplemental requests should be considered only under extraordinary circumstances and must be pre-approved.

Line-item enhancement requests, including those from federal or dedicated sources, must be vetted and approved prior to submission. General Fund enhancement requests, with limited exceptions, will not be accepted. All budget requests must be submitted by August 29, 2025.

IMPACT

The FY2027 maintenance only budget requests will be submitted to DFM and LSO for consideration by the Governor for his FY2027 Budget recommendations and by the Joint-Finance Appropriations Committee for funding.

ATTACHMENTS

None

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the Board delegate authority to the Executive Director to approve the FY 2027 base maintenance budgets submitted by each agency and institution. In the event the Governor's Office or Legislature requests additional line items for a specific agency or institution, the Executive Director would also be

authorized to approve those items. The motion also delegates authority to the Executive Director to revise budgets as necessary to comply with any guidance provided by the Division of Financial Management.

Board staff acknowledges and appreciates the very difficult work that has been done at each of the agencies and institutions in preparing their respective budgets.

Staff recommends approval.

BOARD ACTION

I move to delegate authority to the Executive Director to submit the FY 2027 maintenance of current operations budgets, as well as any Division of Financial Management approved line item requests, for agencies and institutions to the Division of Financial Management and the Legislative Services Office by the August 29, 2025, deadline, and to revise budgets as necessary to comply with any guidance provided by the Division of Financial Management.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

SUBJECT

FY 2027 Capital Budget Requests and Six-Year Plans

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The capital projects request process is separate from the line-item budget request process. The Permanent Building Fund Advisory Council (PBFAC), which is supported by the staff of the Division of Public Works (DPW), has three major areas of focus when it considers and develops recommendations on institutional and agency requests for fiscal year construction projects: a) major new construction or remodeling projects, typically costing well over $1M (referred to as "Capital" or "Part A" projects); b) smaller alteration and repair projects (referred to as "A&R" or "Part B" projects); and c) projects to comply with the Americans with Disabilities Act ("ADA" projects). The institutions must provide their detailed requests to DPW by August 1, accompanied by updates to the institutions' rolling six-year capital project budget ("Part C") plans. The PBFAC will hear agency/institution capital project, A&R, and ADA requests in October. Subsequently, DPW and the PBFAC will review all requests for projects involving Permanent Building Fund (PBF) dollars and will develop a list of recommended projects for all state entities to fit the projected available Permanent Building Funds for the upcoming legislative cycle. DPW will work with the Division of Financial Management (DFM) and the Legislative Services Office (LSO) to develop, in turn, the Governor's recommendation and the Legislature's appropriation for capital, A&R, and ADA projects. The construction and maintenance needs of the higher education institutions (with deferred maintenance needs estimated in hundreds of millions of dollars) far exceed the Permanent Building Funds available for rationing by the PBFAC, Governor, and Legislature.

This agenda item deals with Board approval only for the capital project (Part A) requests and projected six-year capital project plans (Part C) from the four-year institutions. Summaries of the community colleges' capital project requests are provided for information only—those requests are vetted by the community colleges' local boards of trustees prior to submission to PBFAC. This agenda item does not deal with A&R and ADA requests. Projects shown have been prioritized by each institution. The project descriptions provided below were prepared by the institutions.

In addition to A&R projects, the following capital requests were appropriated in the FY 2026 PBF budget (HB425):

Boise State University	2,500,000
Idaho State University	14,000,000
University of Idaho State	8,000,000

FY2027 Capital Project Requests:

Boise State University (BSU) has two major capital projects.

BSU's first project is for the Belmont Street Infrastructure - Exterior Project. This project includes the redesign and construction of new infrastructure on Belmont Street, including the addition of curb, gutter and sidewalks, which presently do not exist. The goal is to improve the streetscape so that it better aligns with the design and layout of Belmont, between S. Vermont Street and S. Michigan Avenue. The project is an estimated 1,000 square feet at a total cost of $4.5M. BSU is requesting $4M in PBF funds in FY 2027.

BSU's second project is Campus Spine Improvements. The Campus Spine is the university's primary pedestrian pathway, passing through the center of campus and adjacent to the most heavily trafficked buildings on campus. It currently exists as a series of interconnected walkways and road crossings without any sense of cohesion or directionality. The project will encompass approximately 4000 linear feet from Beacon Avenue at the South to Capitol Boulevard in the North at a total cost of $3.0M. BSU is requesting $2.5M in PBF funds in FY 27.

Idaho State University (ISU) has two major capital projects.

The first project is the new building for ISU program expansion on Twin Falls CSI campus. This project will provide expansion of Accelerated Nursing including 20 more students for regular Nursing and 20 for Accelerated Nursing. ISU needs a High flex Lab, Supply Storage, offices, touch down spaces for adjunct faculty, Distance Learning classrooms, a Nursing Lab, a conference room, copy and print room, testing room, student lounge/study area and break room. The total cost is projected at $8M. ISU is requesting $4M in PBF funds in FY27.

ISU's second project is the Public Private Partnership Student Housing Project. The new building will be approximately 98,000 square feet and will provide residential accommodations for approximately 350 students. The facility will include a mix of apartment-style units, common study areas, lounges, community kitchens, laundry facilities, and flexible space for student support services or retail. The project will be delivered through a public-private partnership (P3), with a private developer financing, building, and maintaining the facility, while ISU oversees student services and leasing.

The total project is projected at a cost of $49M. ISU is not requesting PBF funds since institutions funds will pay for this project.

University of Idaho (UI) has two major capital projects.

UI's first priority is for the Applied Engineering and Science Facility. This project constructs a new four-story state-of-the-art laboratory facility to expand undergraduate capacity while promoting robust, multi-disciplinary research programs across the Colleges of Engineering and Science in areas most critical to Idaho. The facility is approximately 100,000 GSF and includes both modular and traditional laboratory spaces. The total cost of the project is $115M including $50M in PBF funds. The PBF funds will be requested over two year with $25M in FY27.

UI's second priority is for the Idaho Water Center Laboratory and Classroom Build Out. This project will renovate classroom and laboratory space to support medical education programs housed at the Idaho Water Center (IWC) building located in Boise, Idaho. The intent is that the new space will support future cohorts of physicians consistent with the direction of the Undergraduate Medical Education (UME) Working Group and health education development at the direction of the Board. The project is approximately 8,000 square feet at a total cost of $8.5M and UI is requesting all in PBF funds in FY27.

Lewis-Clark State College (LCSC) has three major capital projects.

LCSC's first priority is the Sacajawea Hall – Perioperative/Surgical Technologist Addition. Sacajawea Hall is home to LC State's Nursing and Health Sciences Division. This project seeks to construct an addition to the building to facilitate creation of a Perioperative/Surgical Technologist program, which would encompass healthcare education programming ranging from workforce training certificate in perioperative nursing, to 2-year associates to bachelors and graduate level surgical care nursing education. The project is projected at a total cost of $7.6M of which LCSC is requesting all in PBF funds in FY27.

LCSC's second priority is for the Sam Glenn Complex Remodel. This project includes life safety improvements, namely, completing installation of the fire sprinkler system (the building is only partially protected), and code-required upgrades to fire alarm systems. The work will also include replacing the failing plumbing, electrical, lighting, building insulation and HVAC systems as well as ceiling tile structure, installing new flooring/carpeting, window replacement, window enlargement, and additions, and addressing other minor repairs and painting needs. The ceiling tiles have a flaw in the design with the attachment method and need to be repaired as tiles are currently dislodging and falling at random times. This will be accomplished one floor at a time with the top floor being accomplished first. The project is projected at a total cost of $11.8M of which LCSC is requesting all in PBF funds in FY27.

LCSC's third priority is for the Meriwether Lewis Hall – Systems Upgrade. This project proposes to remove this facility from the central boiler system and install a stand-alone hydronic heat system and chiller plant. Corroded system piping and plumbing piping would also be replaced. The project would also replace existing, original, ballasted lighting with new energy-efficient LED lighting. The project is

projected at a total cost of $9.775M of which LCSC is requesting all in PBF funds in FY27.

College of Southern Idaho has one major capital project.

The Shields Academic Building Renovation project will be a comprehensive renovation to reinforce structural systems; repair and upgrade aging communication, electrical, plumbing, and HVAC systems; replace worn finishes; remedy accessibility issues; and replace life safety systems. The building is 55 years old and is approximately 49,300 SF. The project is projected at a total cost of $25M of which CSI is requesting all in PBF funds in FY27.

College of Western Idaho (CWI) has one major capital project.

CWI's project is the Mult-Purpose Classroom Building. CWI continues to expand additional teaching space. It is anticipated that this project will provide an additional 20-25 classrooms, with associated small group study rooms, and common area spaces that will further enhance the academic possibilities at CWI. The project is projected at a total cost of $23M of which CWI is requesting all in PBF funds in FY27.

North Idaho College (NIC) has one major capital project.

NIC requests a new training facility for the Law Enforcement program which provides training to existing officers of law enforcement agencies in (North) Idaho and for NIC students seeking employment in Law Enforcement. The Basic Patrol Academy is recognized by the Idaho Peace Officers Standards and Training (POST) Council. The facility would include an EVOC (emergency vehicle operations course) as well as other training facilities such as classrooms and support spaces. This program is a requirement of the POST Training Academy and is currently being offered at the CDA airport. The project is projected at a total cost of $15.3M of which NIC is requesting $12M in PBF funds in FY27.

IMPACT

Only Board-approved major capital projects can be forwarded to the PBFAC. Following Board approval, DPW, PBFAC, DFM, and LSO will be informed of the Board's recommendations. A Board representative will brief the PBFAC on the Board's decision and any comments at the October PBFAC meeting, prior to agency presentations of their FY 2027 requests.

Board Policy V.K. requires institutions to bring their six-year capital project plans to the Board for review and approval at its regularly scheduled August meeting. These plans span six fiscal years going forward, starting with the upcoming fiscal year (FY 2027). Board approval of a six-year plan constitutes advance notice to the Board that an institution or agency may bring a request at a later date for approval for planning and design for one or more of the projects in the institution plan. The institutions can, and very frequently do, update years two through six components of their six-year plans, based on the approved funding and outcomes

of their year one requests. Board approval of the six-year plans also allows the institutions to solicit and accept gifts in support of the projects listed in the approved plans.

ATTACHMENTS

Attachment 1 - FY 2027 Major Capital Request Summary
Attachment 2 - Boise State University Six-year Plan
Attachment 3 - Idaho State University Six-year Plan
Attachment 4 - University of Idaho Six-year Plan
Attachment 5 - Lewis-Clark State College Six-year Plan
Attachments 6 - Capital Project Summaries for Agencies & Institutions

STAFF COMMENTS AND RECOMMENDATIONS

Although current levels of funding from the PBF and other sources are not sufficient to meet the facility needs of the institutions, it is appropriate for the institutions and the Board to highlight the most urgent infrastructure needs in the system. An effective review and rationing system is in place to allocate available dollars to the highest need projects for the FY 2027 budget cycle. The FY 2027 capital project requests from the institutions are reasonable, and they reflect continuity with previous capital planning efforts. The longer-term wish lists in the rolling six-year capital plans, while largely hypothetical, are a useful advance planning tool.

The attached six-year capital project plans include new projects as well as updated cost estimates.

Staff recommends approval of the institutions' FY 2027 capital project requests and their six-year capital project plans.

BOARD ACTION

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 2027 budget cycle.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the Six-Year Capital Improvement Plans for FY 2027 through FY 2032 for Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College, as provided in attachments 2 - 5.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

State Board of Education

FY27 Major Capital Request Summary

($ in thousands)

	Board Priority	Institution/Agency & Project	Attachment 6 Page	Total Project Cost: Perm. Building Fund	Total Project Cost: Total Funds	FY 2027 Request
1		**Boise State University**				
2	1	Belmont Street Infrastructure - Exterior Project	1	4,000.0	4,500.0	4,000.0
3	3	Campus Spine Improvements	7	2,500.0	3,000.0	2,500.0
4		**Idaho State University**				
5	1	New building: ISU program expansion, Twin Falls CSI campus	13	4,000.0	8,000.0	4,000.0
6	2	Public Private Partnership Student Housing Project	15	-	49,000.0	-
7		**University of Idaho**				
8	1	Applied Engineering and Science Facility	18	50,000.0	115,000.0	25,000.0
9	2	Idaho Water Center Laboratory and Classroom Build Out	25	8,500.0	8,500.0	8,500.0
10		**Lewis-Clark State College**				
11	1	Sacajawea Hall – Perioperative/Surgical Technologist Addition	33	7,600.0	7,600.0	7,600.0
12	2	Sam Glenn Complex Remodel	35	11,800.0	11,800.0	11,800.0
13	3	Meriwether Lewis Hall – Systems Upgrade	37	9,775.0	9,775.0	9,775.0
14		**College of Eastern Idaho**				
15	1	No major capital projects				
16		**College of Southern Idaho**				
17	1	Shields Academic Building Renovation	39	25,000.0	25,000.0	25,000.0
18		**College of Western Idaho**				
19	1	Mult-Purpose Classroom Building	42	23,000.0	23,000.0	23,000.0
20		**North Idaho College**				
21		POST EVOC TRACK AND FACILITY	43	12,000.0	15,300.0	12,000.0
22						
23		**Total**		$ 158,175.0	$ 280,475.0	$ 133,175.0

SIX-YEAR CAPITAL IMPROVEMENT PLAN
FY 2027 THROUGH FY 2032

Institution: Boise State University

Project Title	Est. Cost	*Prev. Fund.*	FY2027 Total	FY2028 Total	FY2029 Total	FY2030 Total	FY2031 Total	FY2032 Total	FY2032 Total
Statewide Deferred Maintenance	90,000,000	30,000,000	30,000,000	30,000,000					
Albertsons Stadium - North End Zone Expansion**	65,000,000	5,000,000	60,000,000						
MCMR - Third Floor Laboratories	3,500,000	3,500,000							
Construction Management Building*	8,000,000	0	8,000,000						
Science Research Building	130,000,000	30,936,000	32,000,000	30,000,000	37,064,000				
Riverfront Plaza	1,700,000	1,200,000	500,000						
Belmont Improvements	4,500,000	0	500,000	4,000,000					
Campus Spine Improvements	3,000,000	0	200,000	1,800,000	1,000,000				
University Drive Improvements	2,000,000	0	1,000,000	1,000,000					
Auxiliary Gym Renovation**	12,000,000	0	0	6,000,000	6,000,000				
Biomechanics Research Lab	8,000,000	0	0	4,000,000	4,000,000				
Lusk Area Development*	10,000,000	0	0	10,000,000					
HML Addition and Renovation	3,000,000	0	0	3,000,000					
Faculty and Staff Housing Development*	12,000,000	0	0	8,000,000	4,000,000				
Administrative Operations Consolidation	22,000,000	0	0	0	2,000,000	20,000,000			
Riverfront Hall - Remodel and Renewal	25,000,000	0	0	0	5,000,000	10,000,000	10,000,000		
Athletic Facilities and Title IX Upgrades	5,500,000	0	0	0	0	2,000,000	2,000,000	1,500,000	
Hemingway Building - Remodel and Renewal	5,800,000	0	0	0	0	5,800,000			
Existing Science Building Renovation	30,000,000	0	0	0	0	5,000,000	25,000,000		
Connection between Friendship Bridge/Quad	2,000,000	0	0	0	0	1,000,000	1,000,000		
Parking Structure	50,000,000	0	0	0	0	0	0	25,000,000	25,000,000
Health Sciences Building	55,000,000	0	0	0	0	0	0	0	55,000,000
Morrison Center Addition and Renovation	45,000,000	0	0	0	0	0	0	0	45,000,000
Total	593,000,000	70,636,000	132,200,000	97,800,000	59,064,000	43,800,000	38,000,000	26,500,000	125,000,000

**May entail a non-State Entity and/or public-private partnership delivery model.*
***Component of the Athletics Master Village Plan*

Agency Head Signature:

Date:

FY 2027
CAPITAL BUDGET REQUEST

SIX YEAR PLAN FY 2027 THROUGH FY 2032
CAPITAL IMPROVEMENTS

AGENCY: Idaho State University

Description	Proj #	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
Twin Falls Building		$ 8,000,000					
Student Housing		$ 49,000,000					
Sports Med Remodel - Athletics			$ 10,000,000				
College of Tech - Annex B			$ 18,300,000				
Athletic Field House			$ 20,000,000				
Meridian Clinics				$ 11,374,000			
Student Housing				$ 56,000,000			
ICCU Dome - Ph II/III: Spine & Basketball Arena					$ 105,000,000		
University Place Building						$ 41,250,000	
Student Housing							$ 64,000,000
Total		$ 57,000,000	$ 48,300,000	$ 67,374,000	$ 105,000,000	$ 41,250,000	$ 64,000,000
Total - All							$ 382,924,000

Agency Head Signature: _____

Date: _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025

ATTACHMENT 4

SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN
(Anticipated Capital Projects greater than $2 mil Total Project Cost)
FY 2027 THROUGH FY 2032

Institution: University of Idaho

FY2027 Submittal 8 Jul 25

	Project Title	Est. Cost	*Prev. Fund.*	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
1	Joint Military Science Education & Training and Veterans Assistance Center PBF FY2026 Funding Allocation of $ 8 mil, UI Funds $1 mil, Gift Campaign in Progress. Listed in LRCDP "Priority Projects," June 2025	15,840,000	9,000,000	6,840,000					
2	Nez Perce Drive Reconfiguration and Rebuild FY2027 A&R Request Priority 01	2,847,400	2,097,400	750,000					
3	Energy Plant Ash Handling System Upgrades MIED1/SPUPI FY2023 CapEx 23-102	2,726,900	256,200	2,470,700					
4	Applied Engineering and Science Facility FY2027 Maj Cap Request Priority 01. Listed in LRCDP "Priority Projects," June 2025	115,000,000	0	30,000,000	85,000,000				
5	Idaho Water Center School of Health and Medical Professions Improvements FY2027 Maj Cap Request Priority 02	8,500,000	0	8,500,000					
6	West Campus Parking Improvements FY2027 A&R Request Priority 05	5,187,500	0	1,687,500	1,750,000	1,750,000			
7	UI Children's Center Listed in LRCDP "Priority Projects," June 2025	25,000,000	0	25,000,000					
8	Vandal Tennis Center, Ph. 1 Listed in LRCDP "Priority Projects," June 2025	5,000,000	0	5,000,000					
9	Wood Boiler Capital Renewal Phase 1 MIED1/SPUPI FY2025 CapEx 25/1-101	3,264,000	363,000		2,901,000				
10	College of Natural Resources Building Renovation Listed in LRCDP "Priority Projects," June 2025	30,000,000	0		7,500,000	22,500,000			
11	Undergraduate Apartment Housing, Ph 1 Housing and Auxiliary Facilities Improvements Initiative Priority 2	40,000,000	0		40,000,000				
12	Wallace Residence Center Dining Facility Renovations Supports Housing and Auxiliary Facilities Improvements Initiative Priority 2	25,000,000	0		25,000,000				
13	McCall Field Campus Improvements Teaching and Learning Center	5,300,000	0		5,300,000				
14	Memorial Gymnasium Renovation and Improvements, Locker Room Level Listed in LRCDP "Priority Projects," June 2025	15,500,000	0		15,500,000				
15	Student Recreation Center Expansion Listed in LRCDP "Priority Projects," June 2025	25,000,000	0		25,000,000				
16	ASUI Kibbie Activity Center Electrical Service Replacement CP230047, MIED1/SPUPI FY2023 CapEx 23-317	5,064,000	126,700			4,937,300			
17	Domestic Waterline Replacement Arboretum to Blake Avenue MIED1/SPUPI FY2025 CapEx 25/4-047	3,227,400	0				3,227,400		
18	Undergraduate Apartment Housing, Ph 2 Housing and Auxiliary Facilities Improvements Initiative Priority 2	40,000,000	0				40,000,000		
19	Vandal Athletic Center Renovation and Expansion Listed in LRCDP "Priority Projects," June 2025	80,000,000	0				80,000,000		
20	Vandal Wellness Center Listed in LRCDP "Priority Projects," June 2025	35,000,000	0				15,000,000	20,000,000	
21	West Farm Primary Distribution Improvements Proposal A UI CP TBD, MIED1/SPUPI PN TBD	11,649,900	0					11,649,900	
22	Idaho Center for Agriculture, Food, and Environment (CAFE), Food Processing Pilot Facility at CSI, Twin Falls	5,000,000	0					5,000,000	
23	Legacy Crossing Academic Building Listed in LRCDP "Priority Projects," June 2025	80,000,000	0					25,000,000	55,000,000
24	6th Street Pedestrian Mall Conversion Listed in LRCDP "Priority Projects," June 2025	7,500,000	0						7,500,000
25	Memorial Gymnasium Renovation and Improvements, Performance Court Listed in LRCDP "Priority Projects," June 2025	10,500,000	0						10,500,000
26	Vandal Tennis Center, Ph. 2 Listed in LRCDP "Priority Projects," June 2025	20,000,000	0						20,000,000
26	P1FCU Kibbie Dome West Concourse Addition and Improvements # Listed in LRCDP "Priority Projects," June 2025	151,000,000	0						
27	Legacy Crossing Mixed Use Building # Listed in LRCDP "Priority Projects," June 2025	75,000,000	0						
	Totals:	**848,107,100**	**11,843,300**	**80,248,200**	**207,951,000**	**29,187,300**	**138,227,400**	**61,649,900**	**93,000,000**

Project schedule is TBD and dependent upon funding availability.

ATTACHMENT 5

CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2027 THROUGH FY 2032
CAPITAL IMPROVEMENTS

AGENCY: **Lewis-Clark State College**

PROJECT DESCRIPTION/LOCATION	FY 2027 $	FY 2028 $	FY 2029 $	FY 2030 $	FY 2031 $	FY 2032 $
Sacajawea Hall Peri-Operative/Surgical Tech Addition	$7,600,000					
Sam Glenn Complex Remodel	$11,800,000					
Meriwether Lewis Hall Updates		$14,845,000				
Talkington Hall Remodel		$16,035,900				
Administration Building Updates		$5,265,000				
Reid Centennial Hall Remodel			$23,660,000			
Center for Student Athlete Success			$34,666,800			
Central Heat Plant				$37,044,000		
Living/Learning Center & General-Purpose Facility					$30,870,000	
CTE/WFT						$30,870,000
TOTAL	$19,400,000	$36,145,900	$58,326,800	$37,044,000	$30,870,000	$30,870,000

Agency Head Signature: _____

Date: 07/11/25

MAJOR CAPITAL BUDGET REQUEST #1

FY 2027

CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

Project Title: Belmont Street Infrastructure - Exterior Project

Institution/Agency: Boise State University

Project Description:

Over the last two decades, the campus has grown and expanded into the Board-approved South Expansion Area. Most of the original structures have been demolished and new campus buildings or uses have replaced them. These include the Micron Center for Materials Research, Leatherman Peak and the Environmental Research Building. Construction has begun on the new ESI Construction Management Building and in the next two years, ground will break for the new state of the art science research building.

Despite all the new construction in the expansion area, many of the roads in that vicinity do not adequately serve students and the campus community. Most remain in the condition they were in when vacated by the Ada County Highway District and lack curb, gutter and sidewalks. As such, this section of campus creates numerous safety and aesthetic concerns, and the university would like to enhance the streetscapes as envisioned in the Campus Master Plan.

Project Scope:

This project includes the redesign and construction of new infrastructure on Belmont Street, including the addition of curb, gutter and sidewalks, which presently do not exist. The goal is to improve the streetscape so that it better aligns with the design and layout of Belmont, between S. Vermont Street and S. Michigan Avenue.

Preliminary drawings that indicate the type of improvements are shown in Figure 1.



Fig.1: Design Inspiration and Proposed Scope of Work

Estimated Project Size:

- Approx. 1000 Feet, between Vermont Street and Grant Avenue

Project Components:

- Streetscape Improvements that include:
  - Finished sidewalks, allowing for safer pedestrian and bicycle access
  - New curb and gutter
  - New irrigation and landscaping similar to the existing conditions on Belmont Street between S. Michigan Avenue and S. Vermont Street

Estimated Project Cost:

Total Project Cost

Fund Source	Amount
Permanent Building Fund	$4,000,000
Bond, Donor and other University Funds	$500,000
Total Estimated Cost	**$4,500,000**



Fig. 2.1: Desired Streetscape: Belmont between S. Michigan Ave and S Vermont St



Fig. 2.2 Desired Streetscape: Belmont between S. Michigan Ave and S Vermont St



Fig. 3.1 - Streetview: Project location, Belmont looking East



Figure 3.2 - Streetview: Project location, Belmont and Grant Intersection

Existing Program:

Figures 2.1 and 2.2 show the desirable conditions of an improved roadway on campus. This is the section of Belmont between the NORCO Building and the Recreation Center. Figures 3.1 and 3.2 display the inconsistency and lack of infrastructure in the proposed project location. Each day, these conditions require students to walk within operating streets and not on dedicated sidewalks or pathways. Additionally, the existing conditions create an appearance unbefitting of a university campus. This area is near our southern boundary, is adjacent to the Alumni and Friends Center and the soon-to-be-constructed science research building.

Impact on Operating Budget:

The university already plows and maintains this roadway. New concrete and asphalt will lessen the requirement to patch the road. Without gutters or sidewalks there is no way to prevent dirt, leaves and other debris from migrating to the road and running into the storm drains. These improvements will help mitigate costs to clear blocked drains and will lessen the frequency for sweeping the roads.

Consequences:

Not improving these campus-owned streets presents significant life safety concerns for the students, faculty and staff that navigate campus - particularly those on foot or bicycle. These improvements will create a transportation network that's appropriate and supportive of the daily activities on campus. Failing to improve these streets also sustains an unfavorable appearance for the part of our growing campus, not to mention potential liability. In addition, these improvements will help to address ADA and accessibility concerns in this portion of campus.

Strategic Plan Goal:

This project aligns best with Goal 4, "Foster Thriving Community" of the Boise State University Strategic Plan "Blueprint for Success" in particular supporting strategy 1 "advance a learning and working environment dedicated to the flourishing… of students, faculty, staff, alumni and friends of the university" and strategy 4 "foster a sustainable campus that is both environmentally and socially responsible."

In addition, these improvements were shown in the 2015 Master Plan and have been noted in the 2025 Master Plan update.

Anticipated Measured Outcome:

If funded safety, accessibility and aesthetics will be improved, enhancing the experience for students, faculty, staff and visitors in this area.

Costs:

The estimated one time costs are $4,500,000 for the improvements. Maintenance and operation costs for landscaping will increase slightly but road maintenance costs are anticipated to remain similar to existing costs.

Who is Being Served:

These improvements will serve students, faculty, staff, campus visitors and neighboring communities. This corridor is close to both the Stadium and the Extra Mile Arena, which sees thousands of visitors annually, and improving this streetscape will greatly improve the experience for these visitors too.

MAJOR CAPITAL BUDGET REQUEST #2

FY 2027

CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

Project Title: Campus Spine Improvements

Institution/Agency: Boise State University

Project Description:

The Campus Spine is the university's primary pedestrian pathway, passing through the center of campus and adjacent to the most heavily trafficked buildings on campus. It currently exists as a series of interconnected walkways and road crossings without any sense of cohesion or directionality.

Many sections of the Spine will be subject to demolition and replacement as the university upgrades its steam tunnel system. This steam tunnel effort is part of the statewide Deferred Maintenance program. Rather than installing plain concrete in a patchwork fashion - as the current project scope and budget allow - there is an opportunity to rethink the entire stretch of walkway to make it look cohesive, assist with wayfinding and to create a signature and seamless pedestrian experience for students and visitors to campus. Additionally, this work will improve pedestrian safety by creating better separation of bicycle traffic and foot traffic along the Spine.

This project will also enable better utilization of key nodes and intersections along the Spine that act as formal and informal gathering places. Conceptual ideas for these locations can be seen in Figures 2-5.

Project Scope:

Estimated Project Size:

- Approx. 4000 linear feet, from Beacon Avenue at the South, to Capitol Boulevard in the North - see Figure 1.

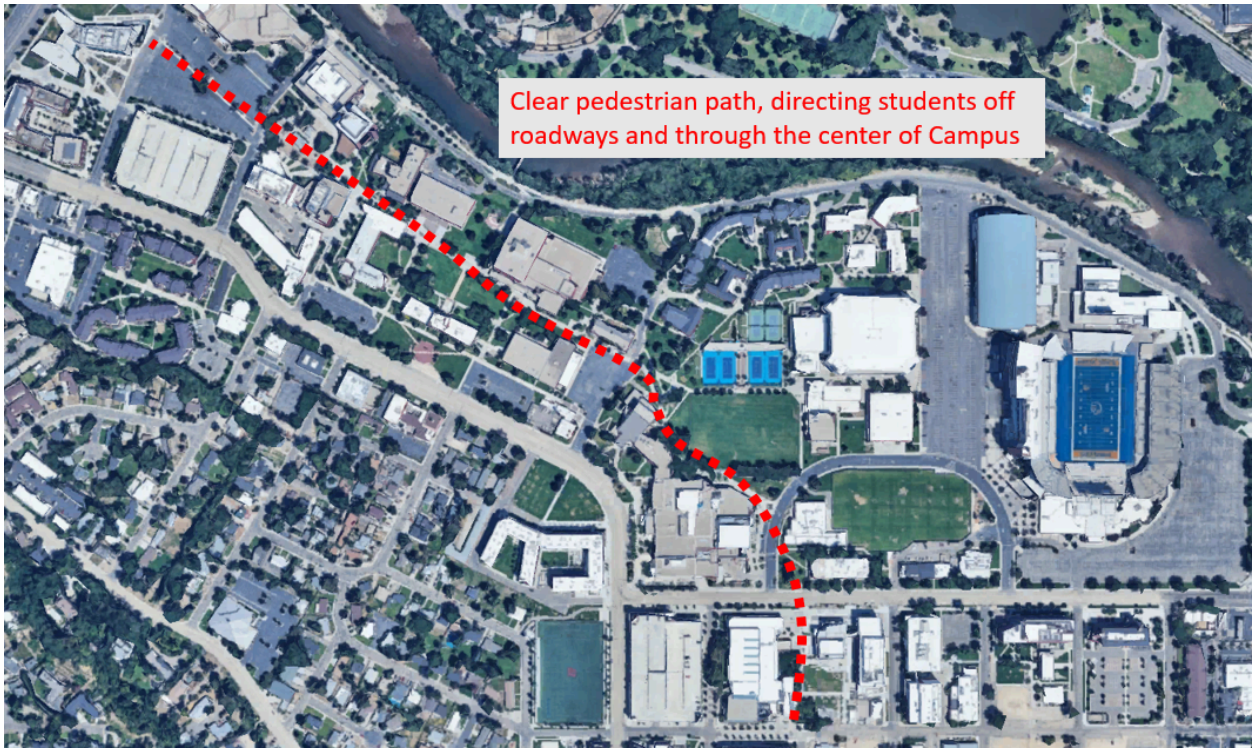


Fig.1: Proposed Scope of Work - Spine Location

Primary Project Components:

- Combination of concrete and permeable pavers on the pedestrian and bicycle pathways
- The use of seating and/or landscaping to create separation between pedestrian and cyclists

Secondary components

- Activity nodes at key areas along the spine that may include additional bike parking, built-in seating areas and improved engagement hubs

Estimated Project Cost:

Total Project Cost

Fund Source	Amount
Permanent Building Fund	$2,500,000
Bond, Donor and other University Funds	$500,000
Total Estimated Cost	**$3,000,000**



Fig. 2: Conceptual Spine Improvements - Illustrative and Site Specific (Student Union)

Existing Program and How it Will be Improved:

This project will replace uneven and deteriorating concrete and will promote better wayfinding and will address accessibility and ADA concerns. In addition, these improvements will provide a unique visitor experience, especially for prospective students and their parents. The pavers also allow a partially pervious surface, allowing for quick water runoff and snow melt.

Impact on Operating Budget:

New concrete and pavers will require less upkeep than uneven and deteriorating concrete. Currently, Facilities, Operations and Maintenance (FOM) patches concrete as needed and grinds the areas where the concrete has heaved to mitigate trip hazards and to maintain accessibility.

Consequences:

If this work is not funded, FOM will have to continue to replace individual sections of concrete or grind the areas that have heaved.

Strategic Plan Goal:

This project aligns with the 2015 master plan and has also been identified on the current master plan update. It also supports the university's strategic plan *Blueprint for Success*, primarily Goal 4 (Foster Thriving Community), strategy 2 (Create a comprehensive, whole-employee experience that aligns university resources and is designed to enhance employee well-being and career growth at the university) and strategy 4 (Foster a sustainable campus that is both environmentally and socially responsible).

Anticipated Measured Outcome:

If funded, the experience for students, faculty, staff and visitors will be improved, helping with attraction and the retention of students.

Costs:

The initial cost is estimated at $3,000,000. Ongoing and maintenance costs are expected to remain roughly the same for snow removal and daily maintenance but repair costs are anticipated to decrease.

Who is Being Served:

Students, faculty, staff, visitors, prospective students and the community around the campus will benefit from these improvements. Motorists will benefit if cyclists and pedestrians opt to utilize the spine to traverse campus, rather than on University Drive.

Additional Conceptual Images for the Campus Spine:

The following images illustrate some of the improvements that have been conceptualized in key areas along the spine. These include areas with better seating, additional bike parking and enhanced student engagement nodes, whilst still prioritizing easy, multi-modal traffic flow along the spine.



Fig. 3: Conceptual Hub: Improved Experience in the Quad



Fig. 4: Conceptual Hub: Bike Shelters Close to Walkway, Housing and Student Union

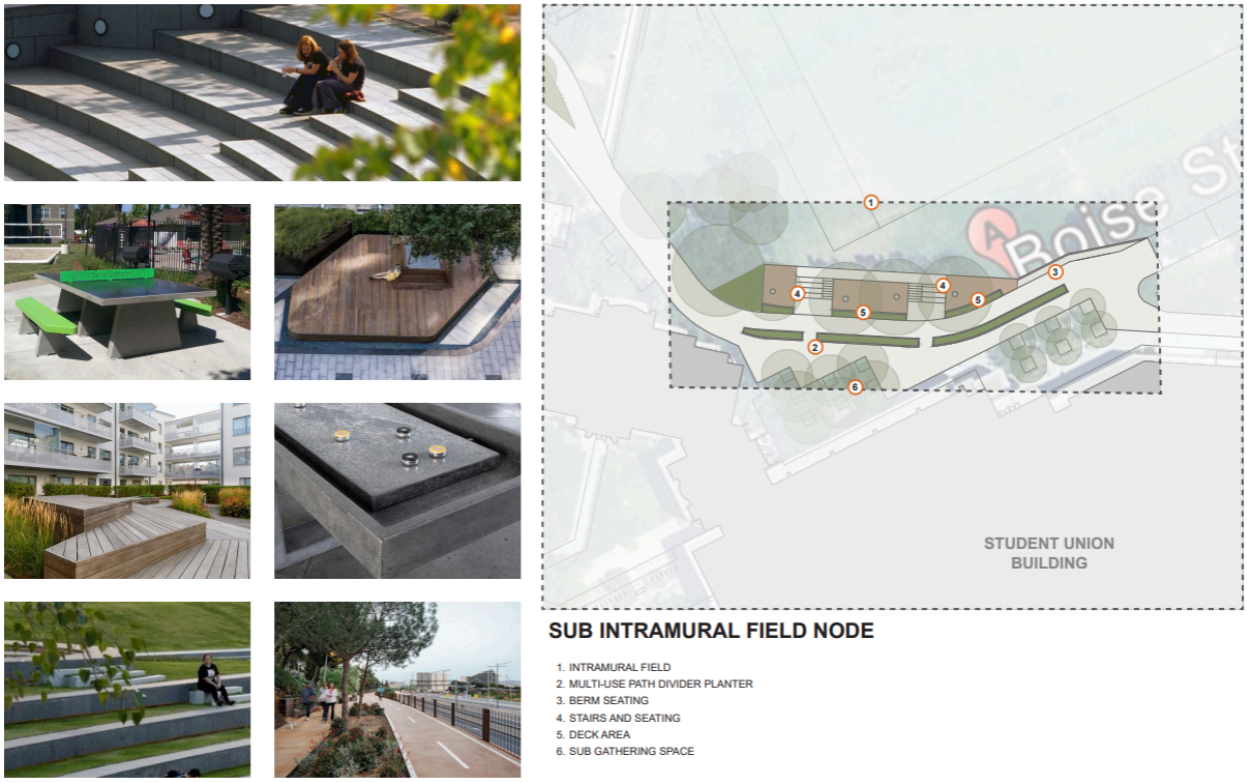


Fig. 5: Conceptual Hub: Improved Seating at the Rec Field outside the Student Union

AGENCY: Idaho State University **PROJECT PIUORITY: 1**

PROJECT DESCRIPTION: New building for ISU program expansion on Twin Falls CSI campus

ADDRESS / LOCATION: TBD/ Adjacent to the existing Evergreen Building (Address T.B.D.)

CONTACT PERSON: Mark Anderson **PHONE:208-282-4621**

PROJECT JUSTIFICATION: (Specify the authority in statute or rule that supports this request)

(A) Describe in detail what the project is.

Idaho State University continues making significant strides to directly respond to the unique needs of the Twin Falls communities and surrounding principalities. This work remains focused on evaluating and expanding program offerings and strategic partnership opportunities with the College of Southern Idaho, local industry, and businesses.

As outlines in ISU's strategic plan for Idaho Falls and Twin Falls, ISU's goal is to bolster and tailor academic programs, research initiatives, and outreach efforts to address local needs and institutional partnerships. This approach enhances the relevance and impact of the institution, ultimately contributing to the social and economic vitality of the regions ISU serves. This building will allow ISU to bolster growth in existing programs, create capacity for new programs and enhances the partnership between CSI and ISU.

This project is a direct outcome of the renewed commitment of CSI and ISU to work together to enhance the educational capacity in Twin Falls and surrounding communities in meeting the needs of workforce, industry, and communities. This project allows for the expansion of the existing partnership program, future program partnerships, increased access for transfer students, expansion of nursing and medical lab science education, academic advising and student support services. Further, this project increases feasibility for ISU's expanded services and education opportunities to the communities of Burley, Jerome and other rural communities across the Magic Valley.

(B) What is the existing program and how will it be improved?

Existing programs for Nursing: ISU hLabs

as been using space on CSI's campus. CSI is growing and can't guarantee that ISU can continue to use their lab next summer. CSI teaches the first two years, while ISU teaches all four. ISU has a partnership with St. Lukes for using only (2) high fidelity sim people versus the (6) we need. ISU ends up turning away a lot of qualified applicants for these programs. ISU is broadcasting to 4 sites in the State. (Twin, IF, Pocatello, Meridian?)

MOU's are in place to matriculate students directly from the (2) year into ISU's programs for (4) year degree-seeking students with programs addressing the regions needs for health professions, engineering, and teacher education. The addition of this building will create greater capacity to expand existing and new programs in partnership with CSI.

New ISU expansion of Accelerated Nursing will immediately include 20 more students for regular Nursing and 20 for Accelerated Nursing: ISU needs a High flex Lab, Supply Storage, offices, touch down spaces for adjunct faculty, Distance Learning classrooms, a Nursing Lab, a conference room, copy and print room, testing room, student lounge/study area and break room.

Existing programs for Education: ISU has an active College of Education program in Twin Falls that brings students in for an educator's club meeting and delivers programming mostly via Zoom platform to three campuses Twin, Idaho Falls and Pocatello. They have teachers who come in and need to broadcast classes from a Zoom room instead of a large classroom. The programs are taught in the evenings.

New expansion of the education program needs to include: Small private student space for proctored exams, that could be used as a conference room. Touch down space and offices for 10-15 Adjuncts depending on the semester. New full time Faculty are already scheduled to join our team in the Fall of 2025. and there is need for more space for the full array of teacher education courses and degrees delivered from Twin Falls via distance learning classrooms. Additional space is needed for student cohorts and instructor led student learning communities.

(C) What will be the impact on your operating budget?
We already have facilities personnel working in Twin Falls Campus that could support this building. The proposed building size, coupled with our long-standing relationship (shared building space) with CSI will mean minimal increases in FTE. Though there will be incurred costs of ownership and maintenance of an ISU building, some of these costs will be offset by current funds for leased space on the CSI campus.

(D) What are the consequences if this project is not funded?
Some programs will be capped and can't expand. Others may lose their shared spaces due to program expansion in CSI programs such that we don't have enough space for both programs. Long term capacity for ISU program expansion in Twin Falls and the Magic Valley will be limited.

(E) Please identify the performance measure, goal, or priority this request is intended to improve in the strategic plan or performance measurement report.
This request aligns with ISU's strategic plan and commitment to serve region IV and the southern portion of the state of Idaho.

(F) What is the anticipated measured outcome if this request is funded?
Increased student numbers, program offerings and additional articulation agreements between ISU and CSI.

(G) Detail any current one-time or ongoing Operating Expenditures or Capital Outlay and any other future costs.
Future capital outlay will be provided by ISU internal funding and this Request for state Capital Funds to build the new facility

(H) Who is being served by this request and what is the impact if not funded?
Current and future CSI and ISU students across the Magic Valley is the audience served by this request.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		**FUNDING:**	
Land	Building site on CSI's Campus (MOU)	PBF	$4,000,000
A&E Fees	$ 540,000	General Account	
Construction	$5,575,000	Agency Funds	$4,000,000
Contingency/Esc	$1,244,000	Federal Funds	
FF&E	$ 641,000	Other	
Asbestos			
Other			
Total	$ $8,000,000	Total	$8,000,000

[**AGENCY: Idaho State University** **PROJECT PRIORITY: 2**

PROJECT DESCRIPTION: Public Private Partnership Student Housing Project

ADDRESS / LOCATION: TBD

[**CONTACT PERSON: Mark Andersen** **PHONE:208-282-4621**

(A) Describe in detail what the project is.

Idaho State University (ISU) proposes the construction of a new on-campus student housing facility to help address the growing demand for modern, affordable student housing. The new building will be approximately **98,000 square feet** and will provide residential accommodations for approximately **350 students**. The facility will include a mix of apartment-style units, common study areas, lounges, community kitchens, laundry facilities, and flexible space for student support services or retail. The project will be delivered through a public-private partnership (P3), with a private developer financing, building, and maintaining the facility, while ISU oversees student services and leasing.

(B) What is the existing program and how will it be improved?

ISU currently operates a limited number of on-campus beds, many of which are in aging facilities that no longer meet the expectations of today's students. The current inventory cannot meet demand, especially for upperclassmen and out-of-area students seeking a supportive, on-campus living experience. This project improves the program by adding 350 modern, competitive beds with updated amenities, helping improve retention, student satisfaction, and engagement with campus life.

(C) What will be the impact on your operating budget?

Because this project is being delivered via a public-private partnership, the impact to ISU's general operating budget will be minimal. The private partner will bear the cost of construction and long-term maintenance. ISU's operational responsibilities (e.g., student services, marketing, occupancy management) will be supported through housing revenues generated from student leases. No general fund dollars are anticipated for construction or major maintenance.

(D) What are the consequences if this project is not funded?

If the project is not funded, ISU will remain constrained by its current housing capacity. This will limit ISU's ability to recruit and retain students who prefer or need on-campus housing, particularly out-of-state, international, and first-generation students. The university could also face increasing pressure from a tight local housing market, with limited options that may not meet student needs for affordability, proximity, or

safety.

(E) Please identify the performance measure, goal, or priority this request is intended to improve in the strategic plan or performance measurement report.

This project directly supports **Goal 1 of the ISU Strategic Plan: Student Success and Access**, with a focus on increasing student engagement, retention, and graduation rates. It also aligns with **State Board of Education priorities** related to improving educational access and campus environments that promote learning and well-being.

(F) What is the anticipated measured outcome if this request is funded?

Measured outcomes include:

- 350 additional on-campus beds available
- A projected 5–10% increase in housing occupancy rates within three years
- An improvement in first-year retention and persistence rates
- Increased student satisfaction in annual campus housing surveys
- Enhanced recruitment and yield of out-of-area and underserved student populations

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(G) Detail any current one-time or ongoing Operating Expenditures or Capital Outlay and any other future costs.

The anticipated **$49 million total project cost** will be financed and delivered by the private partner. ISU may incur minor one-time expenditures for project coordination and program development (estimated at ~$250,000), and ongoing annual costs for staffing and programming support (estimated at ~$150,000), all expected to be covered by housing fee revenues. There is no direct capital outlay from ISU's general fund.

(H) Who is being served by this request and what is the impact if not funded?

This project will serve ISU students, particularly those who benefit from safe, convenient, and affordable on-campus housing—such as first-year, first-generation, out-of-state, international, and low-income students. Without funding, ISU risks worsening housing shortages, missing opportunities to improve student retention and support, and falling behind peer institutions in housing quality and capacity.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

Estimated Budget	**Funding - Public-Private Partnership**
Land - TBD	PBF - $0
A&E Fees - $3,920,000	General Account - $0
Construction - $36,750,000	Agency Funds/Private Equity - $49,000,000
FF&E - $2,450,000	Federal Funds - $0
Other Soft Costs - $3,430,000	Bonding - $0
Total - $49,000,000	Total - $49,000

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: 01, Applied Engineering and Science Facility

Institution/Agency: University of Idaho

Brief Description:

Idaho is home to industry leaders that rely on a strong pipeline of engineers, computer scientists, and scientists. Companies like Micron, Schwitzer Engineering, the Idaho National Lab and Simplot are major economic drivers for our state with growing workforce demand in these areas. A year-long study funded in 2023 by the Idaho Legislature into the current and forecasted supply and demand for engineers and computer science professionals in the Idaho workforce found significant gaps between the annual supply of college graduates from Idaho's public and private higher education institutions. According to a 2023 employer survey, Idaho had 1,953 engineering-related job openings with only 1,289 graduates from both public and private institutions to fill them.

The report was produced by the Western Interstate Commission for Higher Education (WICHE) in partnership with Idaho leaders in industry, energy, technology, and education. The findings were shared with the legislature, the State Board of Education, the Governor's office, related advisory committees and industry leaders like Idaho's National Lab and Micron.

In addition, Idaho's Micron facility is expected to add 2,000 new jobs when their new fabrication plant comes online in 2027. Most hires will be in engineering and computer science.

The University of Idaho has been ramping up engineering programs to meet these needs but are quickly running out of classroom and laboratory capacity to expand much further. The Applied Engineering and Science Facility project constructs a new four-story state-of-the-art laboratory facility to expand undergraduate capacity while promoting robust, multi-disciplinary research programs across the Colleges of Engineering and Science in areas most critical to Idaho. The facility is approximately 100,000 GSF and includes both modular and traditional laboratory spaces needed to accelerate undergraduate and post-graduate enrollment, leverage existing research strengths and help the university retain our world class faculty and recruit leaders in specific fields critical to solving the challenges facing Idaho today and tomorrow.

Idaho is no stranger to cyber security attacks – they are a growing risk to our citizens, businesses, state and local government and those operating our critical infrastructures like dams, irrigation districts, electrical grids and hospitals. For decades, the University of Idaho has been leading the state by investing in world-class capabilities in identifying and stopping cyber-attacks. In 2015, Governor Butch Otter appointed a Cyber Security task force. The work of this group continued under Governor Brad Little, resulting in 2023's 5 key recommendations including "Increased Investments in Cybersecurity Professionals in Workforce and Education" with key goals outlining how to reach them. This facility will super-charge our ability to meet these growing challenges. A secure, top-secret facility will be

incorporated into the building to strengthen secure research collaboration with national laboratories (INL and PNNL) and the U.S. Department of Defense (DOD) in energy systems discovery and cybersecurity. This addition supports state investment in secure, resilient engineered systems and networks.

Stepping up to leverage the work of Idaho's National Lab and Schweitzer Engineering, the new space will build capacity in integrated energy systems and critical infrastructure as part of other traditional laboratories. These labs allow computational modeling and simulation of advanced nuclear and microgrid technologies and design, a multi-story high voltage laboratory cyberphysical system to evaluate agility, security, and robustness of new energy system designs.

Biology laboratories will host critical work related to human health, infectious diseases, and sustainable solutions, including research focused on antibiotic resistance, antifungals and fisheries health and management. These labs will also provide essential opportunities for experiential learning for students planning to enter careers in health care and biomedical research.

Project Scope:	**NASF**	**GSF**
Building size:	80,000	100,000
Site and Utility infrastructure		
All project fees and related expenses		
Fixed Research Equipment NIC		
Movable Furnishings, Fixtures and Equipment NIC		

Estimated Total Cost:
Source of Construction Funds (by fund source and amount):

Total Project Cost

Fund Source	Amount
Permanent Building Fund	$ 50,000,000
Permanent Building Fund, FY2027, $25,000,000	
Permanent Building Fund, FY2028, $25,000,000	
Other Funding	$ 65,000,000
(UI – to include gifts and donated funds)	
Total	**$115,000,000**

Previous Appropriations

Fund Source	Amount
No Previous Appropriations	$ 0

Budget Year Request

Fund Source	Amount

Permanent Building Fund, FY2027 $ 25,000,000

It is the intent of the university to request a second iteration of $25,000,000 in FY2028, thus making the cumulative total request of the Permanent Building Fund $50,000,000, spread over two years.

Date Approved by State Board of Education:

Initial inclusion on the University of Idaho FY2026 Six Year Plan, submitted July 2024.

First request of the Permanent Building Fund (PBF), FY2026, July 2024

FY2027 represents the second year of request for Permanent Building Fund allocation for this project effort.

This requested facility is fully consistent with the university's Strategic Plan and its goals and objectives related to teaching and learning, research, and extension.

Further, the Applied Engineering and Science Facility is consistent with the university's Long Range Campus Development Plan (LRCDP) and goals related to the preservation of, and continued investment in, existing significant facilities at the University of Idaho. The facility was included in the list of priority initiatives and projects in the new 2050 Long Range Campus Development Plan approved by the Board of Education/University of Idaho Regents at the June 2025 meeting of the Board.

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1. PROJECT DESCRIPTION AND JUSTIFICATION

Idaho has identified a critical need to grow our workforce in engineering, computer science and the sciences. While all buildings are made of brick and mortar, not just any facility can meet this need. This proposed building is intentionally and specifically designed to support the highly specialized programs that will drive Idaho's economic growth and safeguard the security of our citizens. The spaces within will be purpose built to accommodate advanced research, secure top-secret collaboration and deliver the unique requirements of cutting-edge education and workforce development.

We deliver. The University of Idaho is the only institution in the state to be recognized as a "Research Level 1" (R1) institution, joining 187 premier universities with this distinction. In 2023, the U of I had a record $135.9M in research expenditures, exceeding all other Idaho institutions combined. We are number one in technology transfer and have strengths in business development and entrepreneurship. In 2020, the U of I provided over $2B in sales, over $1B in gross state product, 23,440 jobs, and $124.7M in state and local taxes to Idaho. Our graduates are leaders in industries across the state. Since 2020, the university has reached a record student enrollment and continues to grow at an accelerated pace.

Achieving R1 status opens doors to increased research funding and partnerships with DOD and National Science Foundation (NSF) and others in the areas of energy, cybersecurity, and biomedical research. Since 2016, both research expenditures and doctoral degrees conferred have experienced incredible growth. In 2016, the U of I generated $102.5M in research expenditures and produced 54 research doctoral degrees. In contrast, by 2024, U of I research expenditures grew to $135.9M and doctoral degree

conferrals increased to 80, growth of 33% and 48% respectively, with much of the growth coming in engineering and sciences.

This explosive growth in research activity and scope and the associated increase in doctorate obtaining graduate students has led to a critical deficit of teaching and research space. This request is for a new building to house teaching and advanced research labs. The current engineering labs are inadequate for research on advanced or secure topics. Current science buildings have outdated floor plans and are not equipped for modern science needs from a mechanical or electrical infrastructure standpoint. Many of these laboratory spaces were constructed prior to 1960 and attempted upgrades have not met requirements due to the unique ventilation and other requirements specific to learning labs. In addition, the current science and engineering research spaces do not foster the collaborations needed to yield innovative solutions to address vital science and engineering problems facing the state and nation. Finally of great importance, this facility will support general education by increasing undergraduate research opportunities in growing areas such as medical sciences, cyber security, and nuclear engineering.

2. PROJECT COMPONENTS

The new Applied Engineering and Science Facility will consist of state-of-the-art laboratories to include all hoods required and installed equipment, and shared laboratory support areas, such as specialized containment labs, shared equipment rooms, and computer and simulation equipment. The space will include conference facilities, offices for faculty and staff, and graduate student spaces, which will support the promotion of vibrant, collaborative research discussions.

Specialized lab spaces include:

- High-bay high-voltage power lab and industrial robotics spanning up to three floors in one wing of the building
- Corresponding AI+VR laboratories for nuclear and integrated energy systems modeling
- Automated manufacturing lines for microelectronics, food processing, and aerospace composite manufacturing
- Wet labs for the biological sciences and biomedical engineering
- Computer labs for computationally-intensive research projects
- Open top-secret lab for DOD research, including biological systems modeling, cybersecurity systems, thermo-fluid flow systems, and digital twins of power technologies.
- Collaborative spaces for students, postdoctoral researchers, faculty, and other research staff

The project cost estimate provides for all requisite support spaces, building systems, and utility connections necessary for a fully operational and functional, safe, compliant, and sustainable facility.

Any required improvements to the University of Idaho utility systems necessary to provide capacity to service the proposed new facility will be designed and implemented by the university's utilities concessionaire under a separate, coordinated, companion project. The utilities concessionaire is responsible for delivery of the utilities on the utilities side of the demarcation points, by system, as defined in the utilities concession contract. This project is responsible for building systems and services on the building side of the demarcation point.

It is anticipated that an early architectural programming activity will need to be prerequisite to the design phase to seek out and determine the proper mix of programs, research efforts, labs, dry labs, specialty

spaces and required support spaces such as offices, administrative suites, chemical stores, and storage spaces. A final site selection will be part of the planning, programming, and design process.

3. ALTERNATIVES

Four alternatives have been studied to date.

Alternative 1: Construct Multiple Smaller Laboratory Additions

This alternative involves construction of separate undergraduate, graduate and research laboratories, by discipline, as additions to, or immediately adjacent to, existing College buildings. This alternative would provide the necessary space to support the programs, however, project costs are expected to be significantly higher since there would be multiple sites and projects. In addition, this approach does not readily support interdisciplinary interaction and collaboration.

The university rejected this alternative.

Alternative 2: Renovate Existing Laboratory & Research Spaces in Existing Buildings as Necessary to Accomplish the programmatic Goals for Interdisciplinary Research

A prior Technical Analysis and Feasibility Study was conducted by the University and its consultant, NBBJ Architects in 2008 and revisited and revised in 2012 in advance of the design and construction of the Integrated Research and Innovation Center (IRIC). This effort included an exhaustive assessment and audit of the existing research facilities, spaces, and building level infrastructure systems on campus. The summary conclusion of this effort is that the existing facilities and spaces are not equipped or suitable in their current state to facilitate the sorts of research spaces and laboratories envisioned and needed at the time. Further the renovation costs to bring these facilities up to the standards necessary would far exceed the cost of a new build. And further still, such dispersed renovations would not produce the desired synergies and interdisciplinary relationships set out as the major programmatic goals and vision for the project effort.

Nothing has changed since this Analysis and Feasibility Study was completed. The U of I recently engaged Smith Group to evaluate campus space usage and needs. This study affirmed the earlier work and identified deficits in laboratory and collaborative spaces in Science and Engineering. Renovations of existing research spaces remains cost prohibitive when compared to new build costs and the size and location of existing spaces is not sufficient to achieve the synergies and programmatic goals envisioned for this new project effort.

The university has therefore rejected this alternative.

Alternative 3: Construct Separate Laboratory Complexes for the Various Research Programs

This alternative consists of construction of separate facilities in support of the various programs to be housed in this new, proposed facility. This alternative would provide the necessary space to support the programs, however, project costs are expected to be higher since there would be two, or more, projects

with unnecessary duplication. In addition, this approach does not readily support interdisciplinary interaction and collaboration between researchers within the various programs and disciplines.

The university rejected this alternative.

Alternative 4: Construct a Single Interdisciplinary Laboratory Facility

This option would entail constructing a single complex that integrates undergraduate and graduate/research laboratories into an interdisciplinary science and technology center facilitating collaboration and creating new synergies across academic levels and disciplines. Overall project expenses are expected to be less under this approach since there will be only one site and construction of a single building allows elimination of unnecessary duplication of building systems. The recently completed Technical Analysis and Feasibility Study verifies this alternative as the most viable alternative conducive to the goals and vision for the effort, and as the most efficient and least costly alternative.

This is the university's preferred alternative.

4. VACATED SPACE

Completion of the proposed project will allow synergistic co-location of core science and engineering laboratories. Vacated spaces will be refreshed to add collaborative student research space for instruction, integrated capstone or senior design projects, and advanced student instructional laboratories to meet the needs of U of I's growing enrollment. Given current and projected enrollment growth in engineering and core science programs, any vacated space will quickly be converted with additional space and ongoing need. The proposed Applied Engineering and Science Facility is envisioned as a facility where researchers from science and engineering can work side by side. This provides the possibility of collaboration and cross-pollination between teams on specific research projects. Other prospective uses of vacated space may be for offices and specialized learning areas including computer laboratories, team, and group rooms, etc.

SET A
PROJECT APPROVAL FORM

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: 01, Applied Engineering and Science Facility

Building Statistics:

NASF:	80,000
GSF:	100,000
Net to Gross	80/20

		Estimated Total Cost	Prior to Budget Year	1st Year FY27	2nd Year FY28	3rd Year FY29	4th Year FY30	5th Year FY31	6th Year FY32
PROJECT SUMMARY:									
A.	Arch. & Engr.								
	Project Planning & Pre-Design (10%)	1,041,980		1,041,980	0	0	0	0	0
	Schematic Design (10%)	1,041,980		1,041,980	0	0	0	0	0
	Design Development (20%)	2,083,960		2,083,960	0	0	0	0	0
	Construction Documents* (35%)	3,646,930		3,646,930	0	0	0	0	0
	Bid & Award Phase (5%)*	520,990		520,990	0	0	0	0	0
	Construction Supervision (20%)**	2,083,960		0	1,041,980	1,041,980	0	0	0
B.	Asbestos Abatement Arch/Eng/Hygienist Fees			0	0	0	0	0	0
C.	Tests, Permits, Fees, Etc.	275,000		68,750	103,125	103,125	0	0	0
	SUBTOTAL ARCH. & ENGR.	10,694,800	0	8,404,590	1,145,105	1,145,105	0	0	0
D.	Moving, Administration	200,000		40,000	40,000	120,000	0	0	0
E.	Asbestos Abatement			0	0	0	0	0	0
F.	Construction*** (Inc. Const. Cont.)	86,831,800		0	34,732,720	52,099,080	0	0	0
G.	Owner Construction Costs	6,818,900		0	2,727,560	4,091,340	0	0	0
H.	Furnishings/Moveable Equipment	0		0	0	0	0	0	0
I.	Contingency (Project)	10,454,500		1,306,813	4,181,800	4,965,888	0	0	0
	TOTAL PROJECT REQUEST	115,000,000	0	9,751,403	42,827,185	62,421,413	0	0	0
SOURCE OF FUNDS:									
	Permanent Building Fund	50,000,000	0	25,000,000	25,000,000	0	0	0	0
	General Education	0	0	0	0	0	0	0	0
	Federal	0	0	0	0	0	0	0	0
	Bond Sale	55,000,000	0	0	55,000,000	0	0	0	0
	Bond Reserve	0	0	0	0	0	0	0	0
	Parking Funds	0	0	0	0	0	0	0	0
	Other Funds, including Gifts (UI Funds)	10,000,000	0	5,000,000	5,000,000	0	0	0	0
		0	0	0	0	0	0	0	0
	TOTAL	115,000,000	0	30,000,000	85,000,000	0	0	0	0
	Utilities	TBD							
	Custodial	TBD							
	Repairs & Maintenance	TBD							

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.)**:** State Appropriations **/** General Education, 100%.

* Includes Reimbursable Expenses

** Includes Fees for On-Site Observation

*** Inc. Const Contingency

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: 02, Idaho Water Center Laboratory and Classroom Build Out

Institution/Agency: University of Idaho

Brief Description:
Earlier this year, HB 368 was signed into law enabling the creation of Idaho's largest-ever expansion in undergraduate medical education: a new state-supported program with the goal of enrolling thirty (30) students per class. This is a historic step toward resolving the state's critical physician shortage.

With this project request, the University of Idaho) seeks to renovate classroom and laboratory space to support medical education programs housed at the Idaho Water Center (IWC) building located in Boise, Idaho. The intent is that the new space will house this new cohort of future physicians in partnership with the University of Utah Spencer Fox Eccles School of Medicine.

The project is a fiscally responsible choice that supports rapid program launch. The proposal includes construction of a state-of-the-art anatomy lab and program support spaces, faculty and staff offices, a classroom, reception area, small group study and simulation rooms, and student common spaces, providing a modern learning environment for the preclinical phase of medical education.

Key advantages of the Idaho Water Center location include:

1. Existing classrooms which accommodate up to thirty (30) students.
2. Proximity to the University of Utah and their expanded clinical and interprofessional training opportunities.
3. Efficient use of space avoids costly new construction and addresses Moscow campus capacity limits.
4. Integration with Idaho WWAMI clinical education offices and nearby healthcare systems.
5. Available wet lab facilities support the University's R1 research goals.
6. Co-location with the ECHO program enhances community outreach collaborations.

In summary, this renovation project represents a strategic investment in Idaho's healthcare and higher education systems.

Project Scope:	**NASF**	**GSF**
Building size: Renovations and improvements of existing space within the Idaho Water Center; Building systems infrastructure revisions and renovations as required; Required revisions to controls; Fixed medical equipment and tables; Requisite structural support for overhead operating Lights and other equipment; All project design costs, fees, and related expenses as necessary and required for a complete and functional facility *Movable Furnishings, Fixtures, and Equipment NIC*	7,400	8,200

Estimated Total Cost:
Source of Construction Funds (by fund source and amount):

Total Project Cost

Fund Source	Amount
Permanent Building Fund Permanent Building Fund, FY2027, $8,500,000	$ 8,500,000
Other Funding (UI – to include gifts and donated funds)	$ 0
Total	**$ 8,500,000**

Previous Appropriations

Fund Source	Amount
No Previous Appropriations	$ 0

Budget Year Request

Fund Source	Amount
Permanent Building Fund, FY2027	$ 8,500,000

Date Approved by State Board of Education:

Initial inclusion on the University of Idaho FY2027 Six Year Plan, to be submitted July 2025.

FY2027 represents the initial year of request for Permanent Building Fund allocation for this project effort, with the goal of completing work by the 2029 start date for the first class.

This requested facility is fully consistent with the university's Strategic Plan and its goals and objectives related to teaching and learning, research, and extension.

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1. PROJECT DESCRIPTION AND JUSTIFICATION

Idaho faces a grave physician shortage, currently ranking 50th out of 50 states for physicians per capita. Since 1972, the University of Idaho has led the effort to address this challenge through its participation in the Washington, Wyoming, Alaska, Montana, and Idaho (WWAMI) Medical Education Program. Based in Moscow, the Idaho WWAMI program currently enrolls 40 Idaho students per year. While this is a solid foundation, it has not met the physician workforce needs of the state.

In April 2025, HB 368 was signed into law, representing a bold turning point in Idaho's battle against its critical physician shortfall. This legislation created the opportunity to develop a new state-supported undergraduate medical education program that will educate thirty (30) medical students per class -the largest expansion in Idaho's history. The University of Idaho School of Health and Medical Professions is committed to maximizing this opportunity by establishing a new medical education location within the Idaho Water Center in Boise—positioning the state to grow its physician workforce and strengthen healthcare access for Idaho communities.

The medical education facility will be established through the renovation of existing space within the Idaho Water Center—an approach that is both fiscally responsible and strategically sound. Rather than investing in new construction, the project will repurpose current infrastructure to meet the academic and operational needs of the new medical education program.

The project will involve construction of a state-of-the-art anatomy laboratory and associated program support spaces, including faculty and staff offices, a classroom, a reception area, small group study rooms which double as simulation spaces, and student collaboration areas. These facilities will provide the foundational environment required for a rigorous, modern medical curriculum and enable Idaho students to begin their training close to home.

The Idaho Water Center is an ideal location for several key reasons:

1. Existing Capacity: The facility currently houses four classrooms which have capacity to support the educational needs of up to 30 medical students per class during the preclinical "classroom phase" of training, which spans the first two years of medical school. At least two classrooms are required to deliver the curriculum effectively.
2. Strategic Location: Boise is uniquely positioned for partnership with the University of Utah—the University of Idaho's prospective new medical education partner—and offers expanded opportunities for clinical education and interprofessional collaboration with healthcare training programs across disciplines with our sister institutions.
3. Operational Efficiency: Renovating existing space allows for rapid deployment of the program while conserving state resources. It avoids the financial and logistical challenges of constructing a new building or expanding on the Moscow campus, which is already nearing capacity.
4. Collaborative Environment: The Water Center already houses the Idaho WWAMI clinical education offices and is located near major healthcare systems, supporting integrated learning experiences and collaboration with existing medical education programs.

5. Research Synergy: The facility already includes wet lab space that can be used by faculty researchers, further supporting the University of Idaho's Carnegie R1 research designation and fostering innovation in biomedical science.
6. Community Outreach Co-location: The presence of the ECHO program on the same floor will further enhance collaboration and community-based outreach efforts.

In summary, the Idaho Water Center offers a ready, efficient, and strategically located home for the new medical education location – aligning current and future educational, fiscal, and healthcare workforce development goals for the state.

2. PROJECT COMPONENTS

The project is based on the current space needed to offer the WWAMI medical education program. The Moscow facility currently supports the Idaho WWAMI program of 40 students per cohort, and experience proves that it is an efficient and successful facility. Thus, the existing Moscow campus model fits for this new facility proposed within the Idaho Water Center.

Component 1: Creation of a fully functional anatomy lab

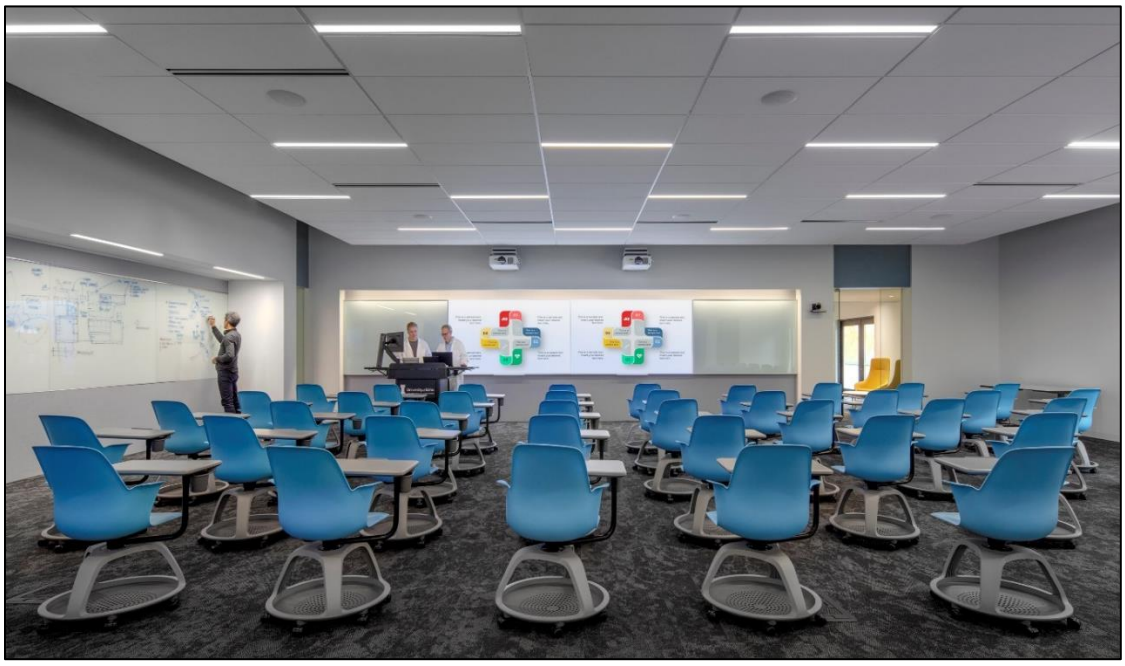
The anatomy lab component of the program includes a state-of the art fully functional lab with room for twelve (12) medical tables equipped with overhead operating lighting, and proper ventilation systems to allow students an opportunity to perform dissection of the human body and master human anatomy. Support facilities include, but are not limited to:

- Prosection / Morgue facility
- Locker Rooms to include restrooms and showers
- Separate work area for specialty and small-scale examinations
- Display monitors and glassboards
- Sinks, casework, and storage.



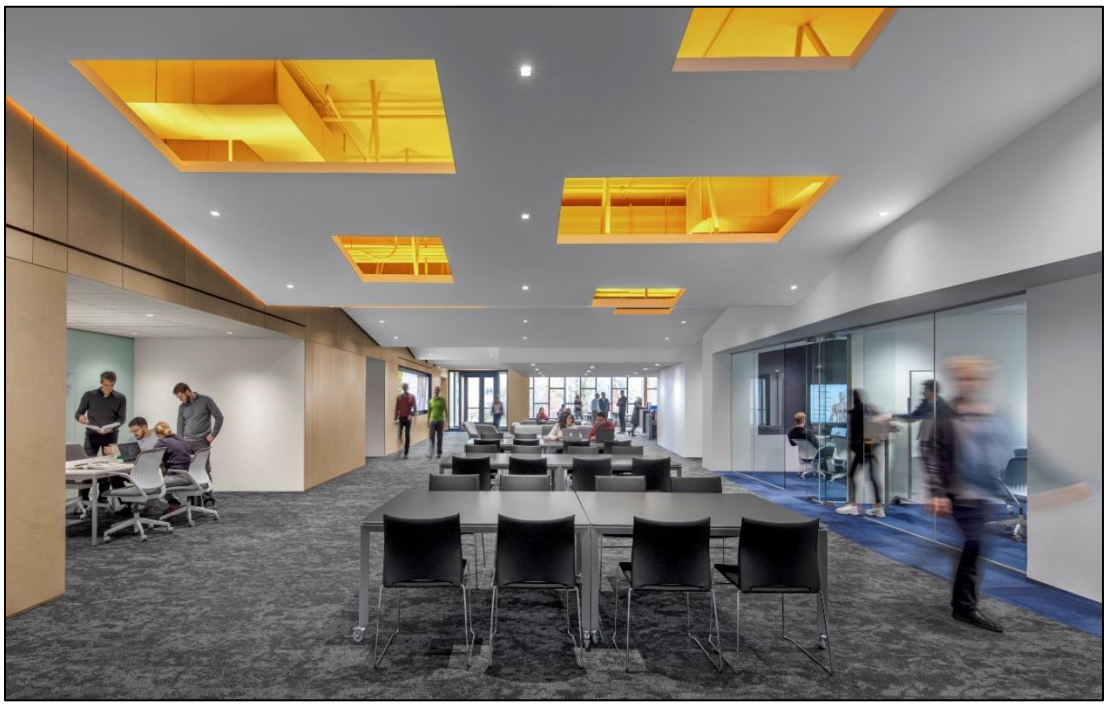
Moscow Campus Anatomy Lab

Component 2: Renovation of existing space to develop one classroom adjacent to anatomy lab



Moscow Campus Classroom

Component 3: Renovation of existing offices and spaces to create simulation/small group study rooms similar to those in the Huckabay Medical Education Building on the main campus of the University of Idaho in Moscow



Moscow Campus Collaboration Area/Study Spaces

Component 4: Renovation of existing offices and spaces to create function staff and faculty offices/facilities to house SHAMP employees

The exact mix of programmatic elements to be housed in the new facility is yet to be determined. It is anticipated that an early architectural programming activity will need to be prerequisite to the design phase to seek out and determine the proper mix of programs spaces, and required support spaces such as offices, administrative suites, chemical stores, and storage spaces.

3. ALTERNATIVES

Three alternatives have been studied to date.

Alternative 1: Construct a New Facility in an Idaho Location Yet to be Determined.

New Construction 29,000 GSF

This alternative involves the construction of a new facility at a site yet to be determined. This new facility is proposed to be approximately 29,000 GSF and would provide classrooms, collaboration spaces, offices, administrative spaces similar to the facilities the School of Health and Medical Professions currently occupies on the main campus of the university and the spaces in the current SHAMP suite within the Gritman Medical Building in Moscow, Idaho. It also provides a fully functional and operational anatomy lab similar in size and scale to the current SHAMP anatomy lab located in Moscow. This alternative would provide the necessary space to support SHAMP programs at a second location within Idaho, however, project costs are expected to be significantly higher given the need to acquire a suitable site upon which to build in addition to all the design and construction costs associated in creating a new facility from the ground up.

The university rejected this alternative.

Alternative 2: Develop Tenant Improvements Necessary to Renovate Existing Space within the Idaho Water Center to Create an Anatomy Lab and Provide Program Space on par with the Huckabay Medical Education Building.

Tenant Improvements / Renovation 23,000 GSF

This alternative involves a Tenant Improvements (TI) package to renovate existing space within the University of Idaho's Idaho Water Center facility in Boise, Idaho. This set of tenant improvements is proposed to be approximately 23,000 GSF and would be split into suites located on multiple floors of the Idaho Water Center facility. The proposed scope provides classrooms, collaboration spaces, offices, administrative spaces at a similar scale to that which is found in the Huckabay Medical Education Building. It also provides a fully functional and operational anatomy lab similar in size and scale to the current SHAMP Anatomy Lab located in Moscow, but it precludes the classrooms and offices found in the remainder of the Gritman Medical Building Suite.

This is the larger of the two potential tenant improvements packages studied and is therefore the more expensive of the two tenant improvements packages. It also requires that the SHAMP facilities be spread over multiple floors within the Idaho Water Center facility.

The university has therefore rejected this alternative.

Alternative 3: Develop Tenant Improvements Necessary to Renovate Existing Space within the Idaho Water Center to Create an Anatomy Lab and Provide Program Space Similar to the Space SHAMP occupies within the Gritman Medical Building.

Tenant Improvements / Renovation 8,200 GSF

This alternative also involves a Tenant Improvements (TI) package to renovate existing space within the University of Idaho's Idaho Water Center facility in Boise, Idaho, albeit at a lesser scope. This set of tenant improvements is proposed to be approximately 8,200 GSF, and the resulting suite would be on a single floor of the Idaho Water Center facility. The proposed scope provides 1 classroom, collaboration space, 4 offices, 8 small group/simulation rooms, a small conference room, and administrative spaces. It also provides a fully functional and operational anatomy lab similar in size and scale to the current SHAMP anatomy lab located in Moscow.

This is the smaller of the two tenant potential improvements packages. While it provides a single, dedicated classroom for the program, it does require that SHAMP make use of other, existing classrooms in the Water Center facility.

As this is the most efficient initial buildout which serves the program, this is the university's preferred alternative.

4. VACATED SPACE

As this is a new programmatic need which does not currently exist elsewhere within the university's facility holdings, there are no vacated spaces created as a result of this effort.

SET A
PROJECT APPROVAL FORM

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: 02, Idaho Water Center Laboratory and Classroom Build Out

Building Statistics:

NASF:	7,400
GSF:	8,200
Net to Gross	90/10

		Estimated Total Cost	Prior to Budget Year	1st Year FY27	2nd Year FY28	3rd Year FY29	4th Year FY30	5th Year FY31	6th Year FY32
PROJECT SUMMARY:									
A.	Arch. & Engr.								
	Project Planning & Pre-Design (10%)	77,020	0	77,020	0	0	0	0	0
	Schematic Design (10%)	77,020	0	77,020	0	0	0	0	0
	Design Development (20%)	154,040	0	154,040	0	0	0	0	0
	Construction Documents* (35%)	269,570	0	269,570	0	0	0	0	0
	Bid & Award Phase (5%)*	38,510	0	38,510	0	0	0	0	0
	Construction Supervision (20%)**	154,040	0	0	77,020	77,020	0	0	0
B.	Asbestos Abatement Arch/Eng/Hygienist Fees	0	0	0	0	0	0	0	0
C.	Tests, Permits, Fees, Etc.	275,000	0	68,750	103,125	103,125	0	0	0
	SUBTOTAL ARCH. & ENGR.	1,045,200	0	684,910	180,145	180,145	0	0	0
D.	Moving, Administration	200,000	0	40,000	40,000	120,000	0	0	0
E.	Asbestos Abatement	0	0	0	0	0	0	0	0
F.	Construction*** (Inc. Const. Cont.)	6,418,000	0	0	2,567,200	3,850,800	0	0	0
G.	Owner Construction Costs	64,100	0	0	25,640	38,460	0	0	0
H.	Furnishings/Moveable Equipment	0	0	0	0	0	0	0	0
I.	Contingency (Project)	772,700	0	96,588	309,080	367,033	0	0	0
	TOTAL PROJECT REQUEST	8,500,000	0	821,498	3,122,065	4,556,438	0	0	0
SOURCE OF FUNDS:									
	Permanent Building Fund	8,500,000	0	8,500,000	0	0	0	0	0
	General Education	0	0	0	0	0	0	0	0
	Federal	0	0	0	0	0	0	0	0
	Bond Sale	0	0	0	0	0	0	0	0
	Bond Reserve	0	0	0	0	0	0	0	0
	Parking Funds	0	0	0	0	0	0	0	0
	Other Funds, including Gifts (UI Funds)	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0
	TOTAL	8,500,000	0	8,500,000	0	0	0	0	0
	Utilities	TBD							
	Custodial	TBD							
	Repairs & Maintenance	TBD							

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.)**:** State Appropriations, 100%.

* Includes Reimbursable Expenses

** Includes Fees for On-Site Observation

*** Inc. Const Contingency

CAPITAL BUDGET REQUEST
FY 2027
CAPITAL IMPROVEMENT PROJECTS

(New Buildings, Additions or Major Renovations)

AGENCY: Lewis-Clark State College	AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: Sacajawea Hall – Perioperative/Surgical Technologist Addition

CONTACT PERSON: Andrew Hanson	TELEPHONE: (208) 792-2218

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Sacajawea Hall is home to LC State's Nursing and Health Sciences Division. This facility houses hands-on simulation labs, core science laboratories, classrooms and two large lecture halls. Its construction in 2009 allowed for significant increases in enrollment in our healthcare programs. This project seeks to construct an addition to the building to facilitate creation of a Perioperative/Surgical Technologist programs, which would encompass healthcare education programming ranging from workforce training certificate in perioperative nursing, to 2-year associates to bachelors and graduate level surgical care nursing education. Idaho generally, and our region in particular, are experiencing increased demand for healthcare professionals trained to assist physicians in an operating room environment. This project will address this market need.

(B) What is the existing program and how will it be improved?

The Perioperative/Surgical Technologist program will be a new allied health program at LC State. The program will allow for interprofessional education opportunities with students in radiographic science and nursing. New healthcare education programs this addition will make possible range from perioperative workforce training certificates to specialized nursing tracks in surgical and acute care at 2-year, 4-year, and graduate levels.

(C) What will be the impact on your operating budget?

There will be occupational costs with the new addition, but the new program will generate enrollment and tuition revenue.

(D) What are the consequences if this project is not funded?

Regional hospitals and surgery centers will continue to struggle to fill positions. Providing these educational opportunities at LC State will create incentives for Idaho residents to both attain their education and pursue career opportunities in their home state.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	$ 7,600,000
A/E fees	$ 660,000	General Account	
Construction	$ 6,600,000	Agency Funds	
5% Contingency	$ 340,000	Federal Funds	
F F & E		Other	
Other			
Total	$ 7,600,000	Total	$ 7,600,000

AGENCY: Lewis-Clark State College	AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Sam Glenn Complex Remodel

CONTACT PERSON: Andrew Hanson	TELEPHONE: (208) 792-2218

PROJECT JUSTIFICATION:

(B) Concisely describe what the project is.

The Sam Glenn Complex deferred maintenance and remodeling needs are at crisis levels. This project includes life safety improvements, namely, completing installation of the fire sprinkler system (the building is only partially protected), and code-required upgrades to fire alarm systems. The work will also include replacing the failing plumbing, electrical, lighting, building insulation and HVAC systems as well as ceiling tile structure, installing new flooring/carpeting, window replacement, window enlargement, and additions, and address other minor repairs and painting needs. The ceiling tiles have a flaw in the design with the attachment method and need to be repaired as tiles are currently dislodging and falling at random times. This will be accomplished one floor at a time with the top floor being first.

(B) What is the existing program and how will it be improved?

The Sam Glenn Complex is an instructional facility wherein allied healthcare programing, ranging from workforce training, to 2-year CTE and 4-year bachelors and graduate partnership programs are housed. In addition to serving as our Allied Healthcare Hub, Student Health, Student Counseling, and e-Learning Services (online learning management system) are also housed in Sam Glenn. The updates are needed to provide a safe environment. This facility has not had major non-system/structural updates since 1996. The lower level was built to be a storage area and lacks sufficient natural light and ceiling height. The basement houses the mail room, IT department, campus print, classrooms and healthcare education labs.

IT is responsible for managing all facets of the college's technology infrastructure including all servers, telephony, internet access, and student email. This unit is also responsible for the college's compliance with cybersecurity. E-Learning Services has oversight over the college's online course delivery mechanisms. These units are critical to college operations and directly support educational delivery at LC State to advance our mission.

(C) What will be the impact on your operating budget?

There is no anticipated impact on the operating budget.

(D) What are the consequences if this project is not funded?

There are potential safety issues with a faulty ceiling structure and ceiling tiles falling. The plumbing is leaking and some of the cast iron pipe has split. The HVAC in a quarter of the building is using residential equipment to provide the service and is very inefficient. Out-dated, ballasted light fixtures are energy inefficient.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:			FUNDING:		
Land			PBF	$	11,800,000
A/E fees	$	1,025,000	General Account		
Construction	$	10,250,000	Agency Funds		
5% Contingency	$	525,000	Federal Funds		
F F & E			Other		
Total	$	11,800,000			
			Total	$	11,800,000

AGENCY: Lewis-Clark State College AGENCY PROJECT PRIORITY: 3

PROJECT DESCRIPTION/LOCATION: Meriwether Lewis Hall – Systems Upgrade

CONTACT PERSON: Andrew Hanson TELEPHONE: (208) 792-2218

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Meriwether Lewis Hall HVAC, plumbing, and lighting systems are operating beyond their useful service life. Physical Plant maintenance staff are expending an increasing amount of labor hours and materials costs to keep these systems operational. The building is connected to the central steam boilers, yet the system piping feeding the building's hydronic system needs replacement. A secondary radiant heat system is located within the acoustical ceiling grid and is operationally inefficient. Lighting systems are original to the building, require frequent maintenance, and are energy inefficient. The stand-alone chiller that provides air conditioning is also in need of replacement. Since the building was built in phases between 1970 and 1981, there are several issues with the HVAC air handlers and return air system, that when coupled with the age of the systems leads to unacceptable thermal conditions in the building.

This project proposes to remove this facility from the central boiler system and install a stand-alone hydronic heat system and chiller plant. Corroded system piping and plumbing piping would also be replaced. The project would also replace existing, original, ballasted lighting with new energy-efficient LED lighting.

(B) What is the existing program and how will it be improved?

Meriwether Lewis Hall is home to classrooms and laboratories that support the Physical, Life, Movement and Sport Science programs, as well as distance education programs, art programs, and campus Public Safety. Improvements to the building systems will reduce operational and maintenance costs, reduce utility costs, and improve thermal comfort throughout the building.

(C) What will be the impact on your operating budget?

Operational and maintenance costs will continue to escalate. Increased utility costs will be realized.

(D) What are the consequences if this project is not funded?

Maintenance costs will escalate as the systems continue to age. It is becoming increasingly difficult to source materials and parts for these systems. Thermal comfort and adequate lighting levels will be difficult to maintain, utilities costs will continue to escalate, and the educational programs in this building will suffer.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:			FUNDING:		
Land			PBF	$	9,775,000
A/E fees	$	850,000	General Account		
Construction	$	8,500,000	Agency Funds		
5% Contingency	$	425,000	Federal Funds		
F F & E			Other		
Total	$	9,775,000			
			Total	$	9,775,000

Agency Head Signature: _____

Date: 07/11/25

CAPITAL IMPROVEMENT PROJECTS

(New Buildings, Additions or Major Renovations)

AGENCY: College of Southern Idaho	**PROJECT PRIORITY:** 1

PROJECT DESCRIPTION:	Shields Academic Building Comprehensive Renovation
ADDRESS / LOCATION:	315 Falls Ave, Twin Falls, ID 83301

CONTACT PERSON:	Spencer Cutler	**PHONE:**	208-732-6600

PROJECT JUSTIFICATION: (Specify the authority in statute or rule that supports this request)

(A) The Shields Building is 57 years old and has never undergone a comprehensive renovation - only limited, targeted upgrades to keep it operational. This project will be a full renovation addressing multiple deficiencies. Work will include reinforcing structural systems; repairing and upgrading outdated communication, electrical, plumbing, and HVAC systems; replacing worn finishes; correcting accessibility barriers; and installing new life safety systems. The building is approximately 49,300 square feet.

(B) The Shields Building houses programs such as Mathematics, English, and Biology. Renovating this building will increase the number of students we can serve by facilitating more on-line hybrid classes and increasing computer labs. It will replace obsolete infrastructure in biology laboratories. It will provide ADA accessible work and study spaces in lecture halls and laboratories.

(C) CSI's operating budget will not be increased. There is opportunity to reduce costs by improving energy efficiency and addressing future deferred maintenance needs.

(D) Not funding the project will limit the number of students we can serve, hinder the College's ability to prepare students for the modern workplace environment, and increase future deferred maintenance costs. Please see item (H) for further explanation.

(E) Strategic Goal: Drive Student Succes. Strategy #3: The College of Southern Idaho will provide instructional and student support services that allow students to successfully and efficiently complete their educational goals;
Objective 3.1: Increase the rate of college completion by removing barriers, providing targeted support measures, and creating multiple pathways to completion.

(F) The College of Southern Idaho anticipates increased student enrollment, student retention and, ultimately, student success if this request is funded. Modern educational facilities are more attractive to students, thereby increasing their desire to enroll at the institution. Retention rates can also be increased by ensuring that students have access to learning spaces similar to those that they will encounter in the modern workplace. In the Shields Building, these spaces include science and mathematics laboratories. A modern learning environment will increase student post-graduation success in the workplace, by helping to ensure that students are able to learn using technology similar to what they will encounter in business and industry.

(G) CSI conducted a facility condition assessment of this building a few years ago. Based on the findings, we chose to move forward with a round of basic upgrades to maintain operability and occupant comfort. Main electrical panels have been replaced, exterior doors have been upgraded, and selected areas received improvements to lighting and finishes. Funding for these upgrades has come from contributions by the CSI Foundation as well as state appropriations for projects recommended by the Permanent Building Fund Advisory Council (PBFAC).

(H) Because the Shields Building is our largest instructional building, its modernization will impact the majority of students who attend CSI and enroll in face-to-face instruction. A significant number of our general education courses are taught in the Shields Building, courses that teach students the durable skills they will need to be successful in the workplace. Specifically, our English, Mathematics, Engineering, and Biology programs are housed in the building. The impact of not funding this upgrade is a continued decline in the college's ability to educate students in a facility that approaches the modern work environment. As the building's physical infrastructure continues to degrade, it will become less and less able to serve the students of Idaho. If this modernization is not funded, the building will continue to function for now. However, the upgrade will need to be done at some point in the near future, or the building will need to be replaced.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		**FUNDING:**	
Land	$ 0	PBF	$25,000,000
A / E Fees	$ 2,000,000	General Account	
Construction	$ 20,900,000	Agency Funds	
5% Contingency	$ 1,250,000	Federal Funds	
F F & E	$ 750,000	Other	
Asbestos	$ 100,000		
Other			
Total	$ 25,000,000	Total	$ 25,000,000

Agency Head Signature: 

Date: July 7, 2025

FY-2027
CAPITAL BUDGET REQUEST

CAPITAL IMPROVEMENT PROJECTS
(New Buildings, Additions or Major Renovations)

AGENCY:	College of Western Idaho	PROJECT PRIORITY:	1

PROJECT DESCRIPTION:	Mult-Purpose Classroom Building
ADDRESS:	TBD, CWI Nampa Campus

CONTACT PERSON:	Nic Miller	**PHONE:**	208-994-1209

PROJECT JUSTIFICATION

(A) Concisely describe what the project is.

As the College of Western Idaho continues to expand additional teaching space is becoming increasingly necessary. It is anticipated that this project will provide an additional 20-25 classrooms, with associated small group study rooms, and common area spaces that will further enhance the academic possibilities at CWI.

(B) What is the existing program and how will it be improved?

The existing programs are scattered between two campus locations and the consolidation will greatly improve collaboration.

(C) What will be the impact on your operating budget?

There will be impact to the operating budget, as additional utility consumption, maintenance and operational budgets grow.

(D) What are the consequences if this project is not funded?

If not funded these additional student services will not be located within the main Nampa campus and will be difficult for students and limit success.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		**FUNDING:**	
Land		PBF	$ 23,000,000
A / E Fees	$ 1,900,000	General Account	
Construction	$ 18,000,000	Agency Funds	
Contingency	$ 900,000	Federal Funds	
FF&E	$ 2,000,000	Other	
Other	$ 200,000		
Total	$ 23,000,000	**Total**	$ 23,000,000

Agency Head Signature: _____

Date: _____

CAPITAL IMPROVEMENT PROJECTS

(New Buildings, Additions or Major Renovations)

AGENCY: North Idaho College	**PROJECT PRIORITY:** 1

PROJECT DESCRIPTION: POST EVOC TRACK AND FACILITY
ADDRESS:

CONTACT PERSON:	Sarah Garcia, VP Finance	**PHONE:**	208-769-3341

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is. The North Idaho College (NIC) Law Enforcement program provides training to existing officers of law enforcement agencies in (North) Idaho and for NIC students seeking employment in Law Enforcement. The Basic Patrol Academy is recognized by the Idaho Peace Officers Standards and Training (POST) Council. The academy meets five days per week, approximately eight hours per day in both the Fall and Spring semesters.

This project would provide a new training facility on land already owned by NIC. The facility would include an EVOC (emergency vehicle operations course) as well as other training facilities such as classrooms and support spaces. This program is a requirement of the POST Training Academy and is currently being offered at the CDA airport.

Additionally, this project would support other first responder agencies, school districts and others as a dedicated training facility. This allows for ambulance, fire truck, police, school bus, snow plow and other public service drivers to get training in a realistic yet self-contained area. This will protect the public by reducing risk of collisions or accidents.

Other funding for this project is expected to come through a combination of grants, fundraising and in-kind support.

(B) What is the existing program and how will it be improved? Currently the POST Academy at NIC utilizes an area at the Coeur d'Alene airport for this training. The location is challenging and availability is impacted by other emergency needs. In addition, the area being used is expected to be reconfigured reducing the size and therefore the utility of it.

(C) What will be the impact on your operating budget? It is anticipated that this facility could be rented out for other training needs and would have a positive impact on the overall budget.

(D) What are the consequences if this project is not funded? The college and local law enforcement will need to build/identify alternative space for EVOC. It is a required element of the POST program as well as a continuing education requirement for law enforcement per IDAPA.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		FUNDING:	
Land	$ 0	PBF	$ 12,000,000
A / E Fees	$1,000,000	General Account	
Construction	$12,000,000	Agency Funds	$2,050,000
5% Contingency	$600,000	Federal Funds	
F F & E	$1,500,000	Other	$1,250,000
Other	$200,000		
Total	$15,300,000	Total	$15,300,000

Agency Head Signature: _____

Date: ____June 1, 2025_____

IDAHO STATE UNIVERSITY

SUBJECT

Amendment to Center for Advanced Energy Studies (CAES) organizational documents to dissolve the Consortium Agreement and to remove BSU from the CAES Tenant Use Agreement

REFERENCE

April 2005	Overview of CAES by Dr. Leonard Bond - Information item
August 2005	Update information on CAES
December 2005	Board approval to proceed with building design for CAES building
August 2006	Update regarding CAES – information item
November 2006	Board approval to proceed with financing and construction of CAES facility in Idaho Falls and to approve lease agreement for the building
June 2008	Board allocation of budget appropriation for CAES; INL update for CAES (information item)
February 2011	Board approval of proposed CAES bylaws
October 10, 2014	Board approved amendments to the CAES Tenant Use Agreement and to the CAES Consortium Agreement to add University of Wyoming and to direct BSU, UI and ISU to report annually to the Board on CAES activities through the Higher Education Research Council
February 2017	The Board was provided the annual update of the Higher Education Research Council for FY16 and approved the second reading of amendments to Board Policy III.W.
February 2018	The Board was provided the annual update of the Higher Education Research Council for FY17
June 2019	The Board was provided the annual update of the Higher Education Research Council for FY18
June 2020	The Board was provided the annual report of the Higher Education Research Council for FY19
June 2021	The Board was provided the annual report of the Higher Education Research Council for FY20
February 2022	The Board was provided the annual report of the Higher Education Research Council for FY21
February 2023	The Board was provided the annual report of the Higher Education Research Council for FY22
February 2024	The Board was provided the annual report of the Higher Education Research Council for FY23

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures:
Section III.W.3 Higher Education Research
Section V.I. Real and Personal Property and Services
Section I.K. Naming/Memorializing Building and Facilities

BACKGROUND/DISCUSSION

The Center for Advanced Energy Studies (CAES) is a research collaboration among Battelle Energy Alliance, LLC (BEA), Boise State University (BSU), Idaho State University (ISU) and University of Idaho (UI) with its main location at the CAES building in Idaho Falls.

The CAES collaboration is housed in the CAES building. Construction of the CAES building was funded in 2006 with $10 million bonded through ISU, $4.9 million of INEEL Settlement funds provided to the University of Idaho for a Center for Science and Technology in Idaho Falls and an additional $2 million grant funds from the US Department of Housing and Urban Development to the University of Idaho.

A portion of the CAES building is occupied by BEA by virtue of a long-term lease agreement with ISU dated October 23, 2006. The term of that lease will expire September 25, 2028. The lease agreement provides the funding for ISU's annual bond payments.

BSU, ISU, UI and BEA have shared occupancy of the CAES building. BSU, ISU and UI and BEA entered a Tenant Use Agreement, dated February 4, 2009, to clarify responsibility and authority for activities conducted at CAES by the parties. Under the Tenant Use Agreement, BSU, ISU and UI were each responsible for ten percent (10%) of the actual maintenance and operations costs of the CAES building. BEA was responsible for seventy percent (70%) of the costs. The Tenant Use Agreement was amended in October 2014 to include the University of Wyoming. The agreement was subsequently amended in September 2022 to remove the University of Wyoming. Under the proposed Third Amendment to the Tenant Use Agreement, BEA will be responsible for eighty percent (80%) of the costs. UI and ISU will each be responsible for ten percent (10%).

In addition to the Lease and the Tenant Use Agreement, the CAES members each signed the CAES Consortium Agreement. In 2014, the University of Wyoming was added as a member of the Consortium Agreement. The Consortium Agreement was amended in September 2022 to remove the University of Wyoming.

Board Policy III.W. provides:

> "The Center for Advanced Energy Studies (CAES) is an ongoing research collaboration among Battelle Energy Alliance, LLC (BEA), Boise State University (BSU), Idaho State University (ISU), and the

> University of Idaho (UI), with its main location at the ISU/CAES building in Idaho Falls. Structure and administration of the collaborative is outlined through a consortium agreement. The agreement adds structure to the CAES collaboration while continuing to recognize each CAES member as a separate governmental entity operating under each member's own legal standing.
>
> BSU, ISU, and UI shall report annually to Board on institution related CAES activities, including the expenditure of CAES appropriated funds through the Higher Education Research Council. The timing and format of such reports shall be established by HERC."

BEA has requested that the Consortium Agreement be dissolved. BEA has entered separate memoranda of understanding with each institution on the "Strategic Understanding for Premier Education & Research," addressing the scope of intended collaboration on research with each respective institution.

BSU has determined that it will no longer participate in use of the CAES building and has requested to be removed from the Tenant Use Agreement.

UI, BSU and ISU seek Board approval of the Dissolution Agreement, the Third Amendment to the Tenant Use Agreement.

ISU and UI seek approval to rename the CAES building to "Critical Materials & Energy Systems Innovation Center-CMESIC."

IMPACT

The operations fiscal impact to ISU and UI will remain unchanged. Both will continue to pay 10% of the maintenance and operational costs of the facility. BEA will pay for 80% of the maintenance and operational costs of the facility. ISU, UI and BSU have each separately entered an MOU with BEA documenting the scope of their individual research focus with BEA. *See*, Attachments 8, 9 and 10.

ATTACHMENTS

Attachment 1	CAES Lease Agreement (10.23.2006)
Attachment 2	CAES Tenant Use Agreement (2.24.2009)
Attachment 3	CAES Tenant Use Agreement First Amendment (10.21.2014 adding University of Wyoming)
Attachment 4	CAES Tenant Use Agreement Second Amendment (9.16.2022 removing University of Wyoming)
Attachment 5	CAES Consortium Agreement (5.24.2013)
Attachment 6	First Amendment to Consortium Agreement (10.22.2014 adding University of Wyoming)
Attachment 7	Second Amendment to Consortium Agreement (9.16.2022 removing University of Wyoming)

BAHR
TAB 5

Attachment 8 ISU MOU with BEA on Strategic Understanding for Premier Education & Research (1.6.2025)
Attachment 9 UI MOU with BEA on Strategic Understanding for Premier Education & Research (1.27.2025)
Attachment 10 BSU MOU with BEA on Strategic Understanding for Premier Education & Research (1.27.2025)
Attachment 11 Proposed Agreement for the Dissolution of the Consortium for the Center For Advanced Energy Studies and the Termination of the Consortium Agreement
Attachment 12 Proposed Third Amendment to Tenant Use Agreement

STAFF COMMENTS AND RECOMMENDATIONS

The proposed actions reflect ongoing progression of the CAES collaboration and are consistent with updated institutional research priorities and partnership structures.

The dissolution of the Consortium Agreement formalized the transition to individual memoranda of understanding between Battelle Energy Alliance and each institution, which streamlines collaboration and still maintains research alignment.

Boise State University's withdrawal from the Tenant Use Agreement is appropriate given its decision to no longer utilize space within the facility. The revised cost-sharing arrangement among the remaining parties will preserve operational continuity.

The proposed facility renaming is consistent with updated research areas and institutional branding efforts. It has no impact on original financing or use agreements.

Specific areas of research for each institution are as follows:

University of Idaho – Research Area A: Nuclear Materials and Fuel Cycle Engineering, Research Area B: Power Cybersecurity systems and Engineering, Research Area C: Nuclear Integrated Energy Systems with cross-cutting areas of artificial intelligence/machine learning across research area.

Idaho State University – Research Area A: Critical/Strategic Mineral and Materials, Research Area B: Environmental Sustainability and Security.

Boise State University – Research Area A: Advanced Materials and Manufacturing, Research Area B: Secure and Resilient Energy Systems.

Board staff recommends approval of all three requests.

BOARD ACTION

I move to approve the Battelle Energy Alliance request, submitted by Boise State University, Idaho State University and University of Idaho, for the institutions to enter the Agreement for the Dissolution of the Consortium for the Center For Advanced Energy Studies and the Termination of the Consortium Agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the Boise State University request to be removed from the Tenant Use Agreement through execution of the proposed Third Amendment to Tenant Use Agreement by Idaho State University, the University of Idaho and Boise State University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request to rename the CAES building as the Critical Materials & Energy Systems Innovation Center-CMESIC.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve Idaho State University and the University of Idaho to further amend the Tenant Use Agreement, at a subsequent time and without the need for further Board of Education approval, for the purpose of changing the CAES building name to “Critical Materials & Energy Systems Innovation Center-CMESIC.”

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEASE AGREEMENT NO. 00049377

BETWEEN

IDAHO STATE UNIVERSITY

AND

BATTELLE ENERGY ALLIANCE, LLC

FOR

THE CENTER FOR ADVANCED ENERGY STUDIES

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LEASE AGREEMENT

THIS LEASE, made and entered into this ___day of October 2006, by and between the **IDAHO STATE UNIVERSITY** an institution of higher education and agency of the State of Idaho (**Lessor**), with the acknowledgment and consent of the University of Idaho and Boise State University, all three collectively referred to herein as the Idaho Universities Consortium, and **BATTELLE ENERGY ALLIANCE, LLC**, a limited liability company organized under the laws of the State of Delaware, (**Lessee or BEA**) collectively referred to as the **Parties**.

WHEREAS, BEA is the management and operating contractor for the Idaho National Laboratory (**INL**) under Contract with the U.S. Department of Energy (**DOE**); and

WHEREAS, the Idaho State Legislature, through appropriation of funds for the design and ultimate construction of a facility that will contain the Center for Advanced Energy Studies (**CAES**) at the Idaho Falls Center for Higher Education campus, has approved a facility to be jointly occupied by the Idaho Universities Consortium (**Consortium**) and BEA in a collaboration intended to foster the deployment of new technology beneficial to the residents of the state, to encourage further collaborative research between the Consortium and BEA, and to enhance educational offerings at the Idaho Falls Center for Higher Education campus;

WHEREAS, the Consortium contemplates the construction of a multipurpose building at the Idaho Falls Center for Higher Education campus in the City of Idaho Falls, Bonneville County, Idaho; and

WHEREAS, BEA, with the intent of collaborating with the Consortium, is desirous of renting general office, and dry and wet laboratory space in the facility, and BEA is willing to lease said space upon the terms and conditions and for the purposes hereinafter set forth;

NOW, THEREFORE, it is agreed:

ARTICLE 1 - DESCRIPTION OF PREMISES

Lessor, for and in consideration of the rental payments herein provided and the covenants and agreements herein contained, hereby agrees to lease to Lessee approximately _____ square feet or _____ of the gross square feet of space located in the facility that will contain CAES (**Premises** or **Building**), as more fully described in Exhibit A, Description of Premises, and by this reference made a part hereof. The Parties agree that Lessee will make available to the Lessor its leased laboratory and class room space on a non-interference basis and without cost; provided however, (1) such non-interference use by Lessor of Lessee's leased space must be pre-authorized in writing by Lessee's Director of the Center for Advanced Energy Studies, and (2) if Lessor's use of any of Lessee's leased space and associated equipment results in any damage (which includes the

release or disposal of any hazardous or regulated substance but excludes reasonable wear and tear), Lessor agrees to reimburse Lessee for such damage. All parking areas provided for Lessee's use are included in and subject to the terms and conditions of this Lease.

ARTICLE 2 - TERM

A. The term of this Lease shall be, subject to the provisions of Article 8 herein, for twenty (20) years beginning on the _____ day of _____, 200_ (**Effective Date**) and expiring on the ____ day of _____, 202_.

B. The Effective Date of this Lease shall be established by mutual agreement of the Parties signing a "Commencement Date Agreement" (see Exhibit B). The commencement date established in Exhibit B shall be when the requirements for beneficial occupancy have been met. The term "requirements for beneficial occupancy" means (1) the Lessor has met all requirements established in the Lease in order to place the Premises in a condition of occupancy and (2) a "Certificate of Occupancy" for the Premises has been issued by the City of Idaho Falls.

C. Rental payments, as described in Article 3, shall not accrue until the first day prescribed in the Commencement Date Agreement. However, if the Parties have not signed the Commencement Date Agreement by March 1, 2009 (assuming this Lease has not been terminated prior to March 1, 2009), Base Rent, established in section 3.A below, shall be payable monthly by Battelle Memorial Institute (**Battelle**); provided however, that Battelle shall have no obligation to pay Base Rent (or any other obligation) if the requirements for beneficial occupancy have not been met as a result of the actions or inactions of Lessor or its contractors responsible for the construction of the Premises.

ARTICLE 3 - PAYMENT

A. Base Rent. The Parties agree to amend this Lease by mutual agreement by signing Exhibit C of this Lease, which shall establish the base monthly rental (**Base Rent**). The Lessee covenants and agrees to pay Lessor as rental for the Premises the Base Rent to be established in Exhibit C. Base Rent shall be due on the fifth business day of each month, payable in arrears. Base Rent payments shall be made directly to the trustee identified in Article 24 (**Trustee**) for bonds to be issued by Lessor to finance the Premises (**Bonds**). Lessor agrees that Lessee's Base Rent payments to trustee are deemed to be payments to Lessor for purposes of satisfying Lessee's Base Rent obligations under this Lease.

B. Service Rent. In addition to the Base Rent, the Lessee shall pay a pro rata share (based on the relative percentage of the Parties' occupancy of the Premises as indicated in Article 1) of all actual maintenance and operations costs, utilities, parking (if charged in the future), and insurance (subject to change) on an annual basis. Such monthly payment shall be based initially on one twelfth (1/12) of the estimated annual cost, with payment due at the same time as the Base Rent, and the Service Rent subsequently being adjusted to actual annual cost within sixty (60) days after the end of each Lessor fiscal year. If the actual cost was less than the amount that the Lessee paid, such excess shall be allowed as a credit against the Service Rent charges next coming due or if at the end of the Lease such excess repaid to Lessee.

C. If Lessee fails to make payment to Trustee as required by Article 3.A, Lessor agrees to provide notice to Battelle and WG (as these terms are defined in Article 33.A) to the persons listed in Article 24 within ten (10) business days of such failure. Notwithstanding the foregoing requirement, a failure of the Lessor to give such notice shall not impact in any way (except as provided in the following proviso) the obligations of Battelle or WG hereunder; provided however, the obligations of Battelle or WG to make guaranty payments under this Lease shall not be triggered until Lessor or Trustee provide the Notice(s) required in Article 33.D.

ARTICLE 4 - TITLE

The Lessor warrants it has title to the Premises, or sufficient interest and rights in the Premises to guarantee the Lease with no interference to the Lessee's rights of possession under the Lease. Should the Lessee suffer any damages or expenses as the result of any defect in the Lessor's title or rights and interests in the Premises, the Lessor shall reimburse the Lessee for all such damages or expenses.

ARTICLE 5 - APPLICABLE LAWS, CODES AND ORDINANCES

The Lessor, as part of the Lease consideration, agrees to comply with all applicable laws, codes, ordinances, rules, regulations and requirements of all federal, state and municipal governments and their appropriate departments, commission, boards and officials applicable to the ownership and establishment of the Premises and at its own expense, to obtain all necessary permits and related items. The Lessee agrees to comply with all laws, codes, ordinances, rules, regulations and requirements of all federal, state and municipal governments and their appropriate departments, commissions, boards and officials applicable to its tenancy and use of the said Premises.

ARTICLE 6 - WARRANTY AS TO MECHANICAL EQUIPMENT AND UTILITIES

The Lessor warrants that the mechanical equipment and utilities will be in good serviceable and proper operating condition on the Effective Date, and agrees Lessor will maintain the equipment and utilities and perform regular preventative maintenance on all equipment and devices as recommended by the original equipment manufacturer during the Lease term, and any extension periods of this Lease. The equipment and utilities include all plumbing, heating, cooling systems, and electrical and mechanical devices and fixtures.

ARTICLE 7 - USE OF PREMISES

A. Lessee agrees that the Premises are to be used as laboratory facilities and associated offices. Lessee shall not allow use of the Premises in a manner which would increase insurance premiums (unless Lessee pays the increased premium through Service Rent) or for any illegal purpose.

B. Lessor shall provide Lessee with written notice of Lessor's requirements imposed upon the Premises by Lessor's environmental permits applicable to activities conducted on the Premises. Lessee shall ensure that all Lessee activities conducted on the Premises are in full compliance with Lessor's requirements contained in such written notification. In return, Lessor shall provide

adequate advance notice and opportunity to Lessee to comment upon any proposed change(s) to such environmental permits and shall cooperate fully with Lessee in making reasonable changes and accommodations with regard to such permits to facilitate Lessee's continued use of the Premises.

C. Lessee shall cooperate with the Lessor in the Lessor's development of general Premises policies and procedures (i.e., hazardous chemicals handling and disposal, reporting and tracking, fitness for duty, safety, etc.) for the management and operation of the Premises. Any subsequent modification or adjustment to such policies and procedures shall be in writing and shall be developed by Lessor in cooperation with Lessee. The Lessee, its agents, officers, employees, subcontractors, licensees, and invitees shall comply with such Premises policies and procedures for the management and operation of CAES and the Premises. Lessee's failure to comply with such policies and procedures shall be grounds for default as set forth in Article 22, "Default", including Lessee's continued non-compliance after Lessor's 60 days' notice.

D. Lessor and Lessee agree that each Party will allow the other to use designated areas of the Premises on a basis that does not interfere with planned activities of the other Party.

ARTICLE 8 - TERMINATION

A. Termination by Lessee. Lessee shall have the right upon 365 days' advance written notice to terminate this Lease for any reason.

B. Battelle Memorial Institute's/Washington Group International's Obligations. If Lessee (or its successors or assignees) terminates this lease under Article 8.A. of this Lease prior to payment in full of the principal and interest of the Bonds, the terms of Article 33 of this Lease shall apply effective the day after the last day of Lessee's occupation of the Premises.

C. Termination by Lessor. Lessor may terminate this Lease as allowed by Article 22 of this Lease.

ARTICLE 9 - COMMON AREAS AND ALTERATIONS TO PREMISES BY LESSOR

A. The Lessee shall have nonexclusive use of all areas of the Premises designated by the Lessor as common areas for the use generally of the tenants of the Premises. The Lessor shall maintain the common areas in good condition.

B. Prior to the commencement of the original leasehold term, in order to ready the Premises for Beneficial Occupancy, the Lessor shall, at its own expense, complete the work that is necessary to establish Beneficial Occupancy as generally described in Exhibit B.

C. With the approval of Lessor, the Lessee has the right during the Lease term or any option or extension to make alterations or to attach fixtures and erect signs in or upon the Premises; and Lessor's approval shall not be unreasonably withheld except as may be required by law. The fixtures, alterations and/or signs placed in, upon or attached to the Premises are and remain the

property of the Lessee or the United States Government (**Government**) and may be removed by the Lessee prior to or upon the expiration of this Lease. At the option of Lessee, and with the written consent of Lessor, Lessee's improvements may be left on the Premises upon termination or expiration of the term or any option of this Lease. If left after Lessee vacates the Premises, the improvements become the property of the Lessor. If the improvements are removed by the Lessee, the Lessee agrees to restore the Premises to their condition prior to installation of Lessee's property, reasonable wear and tear excepted. Plans for structural change will be submitted to the Lessor for approval and approval will not be unreasonably withheld.

D. Title to property of the Government will not be affected by the incorporation of the property or its attachment to any property not owned by the Government. Government property will not become a fixture or lose its identity as personalty because of affixation to realty. Any damage to the Premises caused by the removal of Government property will be repaired and restored by Lessee to its condition prior to attachment of government property, less normal wear and tear.

E. If major capital alterations or modifications are desired and mutually agreed upon the Lessor will provide them and a new rental rate will be negotiated to cover the cost of installation. Any real estate taxes or assessments, if any, resulting from capital improvement of the Premises by Lessor are the responsibility of Lessor.

ARTICLE 10 - IMPROVEMENTS

A. After the commencement of any leasehold term, and at Lessee's own expense, the Lessee may make additions or improvements to the Premises after having obtained Lessor's prior written approval to do so. Lessor's concurrence of any additions or improvements shall eliminate any right to request restoration or removal upon termination of this Lease.

B. Lessee may, during any leasehold term, install in the Premises such furnishings, machinery, equipment and fixtures as Lessee deems necessary for its use of the Premises, provided such furnishings, machinery, equipment, or fixtures do not materially damage the Premises, are not hazardous to other tenants or users of the property upon which the Premises are situated, are not in conflict with Lessor's permits or any other applicable regulatory requirements, and do not unduly interfere with any other tenant's use and enjoyment of their use of the Premises. Should Lessee's installation of any such furnishings, machinery, equipment and/or fixtures require service upgrades to the Premises to support the same, Lessee shall be responsible for all costs related to such service upgrades. During the term of the Lease, the furnishings, machinery, equipment, and fixtures shall remain the personal property of the Lessee. Upon early termination or expiration of the respective leasehold term, if there is no default by the Lessee in the Lease, the Lessee shall have the right to remove all such furnishings, machinery, equipment and fixtures from the Premises regardless of whether this personal property is attached to the Premises by piping, wiring, bolts, or otherwise. If so removed, Lessee shall repair any damage to Premises caused by the removal.

ARTICLE 11 - JANITORIAL SERVICES, MAINTENANCE AND REPAIR

A. All matters regarding maintenance and repair of the Premises (and Common areas if applicable) shall be referred to:

Name: Greg Horton, Manager, Facilities Operations

Office Address: ISU/UI Center for Higher Education, Room #100
P.O. Box 8150
Idaho Falls, ID 83402

Work Phone Number: (208) 282-7823

E-mail Address: hortgreg@isu.edu

Cell Number: (208) 221-4061

Home Address: 1850 Carmel Drive
Idaho Falls, ID 83402

Emergency Phone Number: (208) 282-2515

Said individual or his/her designee shall be available at all times to receive such contacts.

B. The Lessor shall provide and pay for janitorial services, maintenance, repair and replacement of the Premises, including the building interior, exterior, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease in order to keep the same in good repair and habitable condition, except for damage resulting from willful abuse or negligence of the Lessee. The appropriate share of these expenses (as provided in Article 3.B) will be billed to Lessee in the Service Rent. The Lessor shall have the right to enter upon the Premises at reasonable times in order to inspect the same and to perform such maintenance and repair, as well as replacement, but this right shall be exercised in a manner that does not unreasonably interfere with Lessee's use of the Premises.

C. Lessee shall operate and maintain the information technology (IT) infrastructure of the Premises. The cost for providing this service shall be allocated between the Parties pursuant to the terms of Article 3.B above and shall be accounted for in calculating Lessee's Service Rent. Lessor agrees that Lessee shall have 7 x 24 access to the entire Premises in order to operate and maintain the IT infrastructure.

D. Janitorial services, maintenance, repair, and replacement services by the Lessor, in accordance with Articles 11.B and 11.C, shall be agreed to in writing by the Parties. Such written agreement, which shall become Exhibit D of this Lease, shall specify the (i) scope and level of maintenance services to be performed and (ii) the Parties' pro-rata share of the costs of such services.

ARTICLE 12 - ASSUMPTION OF RISK

A. Lessor shall not be responsible for any injuries or damages incurred by Lessee, its agents, officers, employees, invitees or licensees arising from acts or omissions of any sublessee of the Lessee or from any cause other than the negligence or willful misconduct of Lessor or its employees.

B. Lessor shall take reasonable measures to maintain the Premises in safe and habitable condition and shall be responsible for injuries or damages incurred by Lessee, its agents, officers, employees, invitees or licensees arising out of or resulting from, and to the extent of, the negligence or willful misconduct of Lessor or its employees. Lessee shall be responsible for occupying and utilizing the space leased hereunder in a safe manner and shall be responsible for injuries or damages incurred by Lessor, its agents, officers, employees, invitees or licensees arising out of or resulting from, and to the extent of, the negligence or willful misconduct of Lessee or its employees.

ARTICLE 13 - LIENS

Each Party shall keep the Premises and the property on which the Premises are situated, free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by that Party. If any such lien is filed against the Building, Lessee's leasehold interest or Lessor, the Party responsible for incurring such lien shall cause the same to be discharged within twenty (20) days after the date of filing the same.

ARTICLE 14 - LIABILITY INSURANCE

A. Lessee shall provide and maintain at its sole cost and expense the following minimum insurance coverage throughout the original term of the lease agreement and any extensions thereof:

1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) in the minimum amount of five million dollars ($5,000,000) per occurrence, and with an aggregate limit of not less than five million dollars ($5,000,000);
2. Workers compensation insurance in accordance with the laws of the state of Idaho;
3. Comprehensive business automobile liability insurance, including operation of owned, scheduled, non-owned, and hired automobiles, covering bodily injury and property damage with a combined single limit of not less than five million dollars ($5,000,000) per occurrence;

B. All insurance required hereunder shall be maintained in full force and effect through a company or companies reasonably satisfactory to Lessor. All insurance required under paragraphs A.1 and A.3, above, shall name (the State of Idaho and the Idaho State Board of Education, in its capacity as

an executive department of state government, and in its capacity as the Board of Regents of the University of Idaho, the Board of Trustees of Boise State University, and the Board of Trustees of Idaho State University, and each of their respective officers, employees, agents, and assigns (all of whom are collectively referred to as the **University Insureds**) as additional insureds), and shall contain a clause requiring written notice to Lessor thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail; provided, however, that Lessee's insurance shall name the University Insureds as additional insureds solely with regard to claims arising out of the Lessee's use of the Premises under this Lease; and provided further that nothing in this paragraph B shall be construed to extend Lessee's insurance policies to any of the University Insureds with regard to any claims that arise out of or result from the sole actions/inactions of the University Insureds. Coverage on a claims made basis shall survive for a period of not less than three (3) years after termination of this Lease. Certificates of insurance evidencing compliance with this Article shall be supplied contemporaneously to Lessor with the execution and delivery of this Lease. Said certificates shall evidence compliance with all sections of this Article.

ARTICLE 15 - PROPERTY INSURANCE

The Lessor shall provide and maintain "All Risk" property and casualty insurance on the Building, together with rental interruption insurance, insuring the Building against damage or loss resulting from fire or other casualty; provided, however, that Lessee shall pay its pro rata share of such cost of insurance as part of the Service Rent as provided in Article 3.B. Lessee shall be a named insured on such insurance. Lessor shall not provide personal property insurance on any of Lessee's personal property used, stored or otherwise situated within the Building, and Lessee shall bear all responsibility for any damage or loss to said personal property, regardless of the cause. Lessor will provide copies of the insurance policies to Lessee, Battelle, and WG.

ARTICLE 16 - CONDEMNATION

In the event the Premises are condemned for public use, whether the right condemned shall consist of the fee title or interest less than fee simple but of such nature as to render operations by the Lessee impractical or unfeasible, then this Lease shall forthwith terminate, without any further obligation by Lessee, Battelle, or WG under any provision of this Lease. Lessor shall not be obligated in any way to Lessee or Battelle as a result of such condemnation, except (i) to pay to Lessee any sums actually paid to Lessor by the condemning authority for rent paid by Lessee but not yet earned by Lessor, or for leasehold improvements owned by Lessee and (ii) to apply the condemnation proceeds, to the extent available, to pay in full the then-outstanding principal and interest of the Bonds.

ARTICLE 17 - DAMAGE OR DESTRUCTION

A. Except as provided in Article 15, if the Premises are damaged or destroyed by fire or any cause other than an act or omission of Lessee, its employees, agents, invitees, or licensees, Lessor shall restore the Premises, except for such fixtures, improvements and alterations as are installed by Lessee, as nearly as practicable to their condition immediately prior to such damage or destruction.

Lessee, at Lessee's expense, may so restore all such fixtures, improvements, and alterations installed by the Lessee. With regard to losses not covered by insurance, Lessor, at Lessee's expense, shall so restore the Premises with respect to all damage caused by any act or omission of Lessee, its employees, agents, invitees or licenses, and Lessee agrees to reimburse Lessor upon demand for all sums expended for such restoration. The obligations to restore provided in this paragraph shall be subject to Lessor's termination rights provided below. Any restoration shall be promptly commenced and diligently prosecuted, subject to availability of funds (which includes the proceeds of any applicable insurance policy) and to the terms and conditions of any applicable bond purchase or related agreement. Lessor shall not be liable for any consequential damages by reason of any such damage or destruction.

B. Notwithstanding any of the foregoing provisions of this Article, in the event the Premises shall be destroyed or damaged to such an extent that Lessor deems that it is not economically feasible to restore the same, then Lessor may terminate this Lease as of the date of the damage or destruction by giving the Lessee notice to that effect. Upon such termination, neither Lessee, Battelle, nor WG shall have any further obligation to Lessor under any provision of this Lease.

C. If Lessor undertakes to restore the Premises as provided within this Article, then commencing with the date of the damage or destruction and continuing throughout the period of restoration, the Service Rent and Base Rent for the Premises shall be abated for such period in the same proportion as the untenantable portion of the Premises bears to the whole thereof, except that there shall be no abatement to the extent that any such damage or destruction is caused by any act or omission of the Lessee, its employees, agents, invitees or licensees, in which case the Parties expect that rental interruption insurance shall apply.

D. If the damage to or destruction of the Premises (i) renders that portion of the Premises covered by this Lease untenantable in any degree and (ii) such loss or destruction is covered by insurance, the proceeds of such insurance shall be applied as follows: (a) the proceeds from the property and casualty insurance shall be applied to restore the Premises if Lessor determines to restore the Premises; and if Lessor determines not to restore the Premises, such insurance proceeds shall be applied first to payment in full of the then-outstanding principal and interest of the Bonds, with any remainder of the insurance proceeds payable to Lessor, and (b) the proceeds from the rental interruption insurance shall be used to pay the principal and interest coming due on the Bonds.

E. If the damage to or destruction of the Premises renders that portion of the Premises covered by this Lease untenantable in any degree and such loss or destruction is not covered by insurance, Battelle and WG shall be responsible to make payment of the principal and interest on the Bonds as they come due in proportion to their respective obligations described in Article 33.

ARTICLE 18 - CLOSURE AND SURRENDER OF PREMISES

Subject to the covenants and conditions set forth within this Lease, Lessee, at the expiration or sooner termination of this Lease, shall quit and surrender the Premises in good, neat, clean and

sanitary condition, except for reasonable wear and tear, and damage not caused by acts or omissions by Lessee, its employees, agents, invitees or licensees.

ARTICLE 19 - ACCESS TO PREMISES

Lessee will allow Lessor free access at all reasonable times to said Premises for the purpose of inspection and to fulfill any of Lessor's obligations under this Lease. Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on said Premises for ninety (90) days prior to expiration of this Lease.

ARTICLE 20 - HOLDOVER

If Lessee lawfully holds over after the expiration of the term of this Lease, such tenancy shall be a month to month tenancy. During such tenancy Lessee agrees to pay Lessor the same rates as the just expired term, and to be bound by all the applicable terms, covenants and conditions herein specified. Such tenancy may be terminated by either Party upon giving thirty (30) days prior written notice to the other Party.

ARTICLE 21 - DISPUTES AND GOVERNING LAW

A. Pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations pursuant to this Lease. Disputes regarding any factual matter relating to this Lease shall be discussed by the Parties' authorized representatives who shall use their reasonable efforts to amicably and promptly resolve the dispute. If the authorized representatives are unable to resolve any controversy or claim arising out of or relating to this Lease, or the breach thereof, the Parties agree that the controversy or claim shall be submitted to non-binding mediation by a mediator satisfactory to both Parties.

B. This Lease shall be governed by the law of the State of Idaho. Any action arising from this Lease shall be filed in State District Court in Bonneville County, Idaho.

ARTICLE 22 - DEFAULT

A. If any rents reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the Lessor may terminate this Lease upon giving sixty (60) days prior notice, and re-enter and take possession of said Premises. Notwithstanding such re-entry by Lessor, the liability of Lessee for the Base Rent and Service Rent provided herein shall not be extinguished for a period of 365 days. Lessee shall continue to pay the Base Rent and Service Rent as they become due, and covenants and agrees to make good to the Lessor any deficiency arising after re-entry and re-letting of the Premises at a lesser rental than herein agreed to for a period of no more than 365 days; provided however, to the extent Lessor's duty to mitigate damages is satisfied through the receipt of rentals from another tenant, Lessee's obligation to pay rentals (Base Rent and Service Rent) shall be reduced commensurately. The Lessee shall pay such deficiency each month as the

amount thereof is ascertained by the Lessor. Nothing in this section 22.A shall be construed to affect Battelle's or WG's obligations under Article 33.

B. The rights and remedies of the Lessor in this Article are in addition to any other rights or remedies provided by law and under this Lease.

C. Lessor will not be in default under this Lease unless Lessor fails to perform an obligation required of the Lessor under this Lease within thirty (30) days after written notice by registered mail from Lessee to Lessor and to the Trustee specifying the obligation that the Lessor has failed to perform. If more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if it commences performance within thirty (30) days after written notice. If Lessee's beneficial use of a substantial portion of the Premises is materially impaired by Lessor's default, the opportunity to cure cannot exceed one hundred eighty (180) days. If, at the end of such 180-day cure period, Lessor has not cured the default, this Lease (including all obligations of Lessee, Battelle, and WG to Lessor) may at the Lessee's option (and with notice to the Lessor and the Trustee) be terminated. In the case of damage or destruction of any portion of the Premises, Lessor shall not be considered to be in default hereunder if it is reasonably proceeding with repair or replacement of the damaged or destroyed Premises.

ARTICLE 23 - LIMITATION OF LIABILITIES

A. Neither Party shall be liable to the other Party for indirect, consequential, or special damages whether based on tort, contract, strict liability or other legal or equitable theory or action.

B. Neither Party shall be liable under this Lease for, or be considered to be in material breach or default under this Lease on account of any delay in or failure of performance due to Force Majeure. Force Majeure is defined as any event, cause or condition beyond a party's reasonable control (such events, causes or conditions include but are not limited to: fire, flood, earthquake, volcanic activity, wind, and other acts of the elements; court order and act or failure to act of civil, military or governmental authority; strike, lockout and other labor disputes; riot, insurrection , sabotage and war; breakdown of or damage to facilities or equipment; and any act or omission of any person or entity except an act or omission of such party or of such party's contractors or suppliers of any tier or anyone acting on behalf of such party that is within the reasonable control of such party or of such party's contractors or suppliers of any tier acting on behalf of such party), which prevents or delays the party claiming the Force Majeure from performing its obligations under this Lease; provided, however, that any party claiming Force Majeure shall be entitled to a delay only to the extent, despite the exercise of due diligence, it is unable to overcome the effects of the Force Majeure event. In the event of Force Majeure, the time for performance thereby delayed shall be extended by a period of time reasonably necessary to compensate for such delay. Nothing in this paragraph shall require either party to settle any strike, lockout or other labor dispute. Each party shall give the other party prompt written notice of any event it considers to be a Force Majeure.

ARTICLE 24 - NOTICES

All notices, demands, and requests to be given by either party to the other shall be in writing and served either personally or sent by United States mail, postage pre-paid, to the addresses below or such other addresses as may be designated by the parties from time to time:

TO LESSOR at:
Vice President for Financial Services
Idaho State University
Campus Box 8219
Pocatello, ID 83209

TO LESSEE at:
Battelle Energy Alliance, LLC
ATTN: Director, Supply Chain Management
P.O. Box 1625
Idaho Falls, ID 83415

TO TRUSTEE at:
U.S. Bank National Association
ATTN: corporate Trust Department
P.O. Box 7928
Boise, ID 83707

TO Battelle at:
Russell P. Austin
Battelle Memorial Institute
505 King Avenue
Columbus, Ohio 43201-2693

TO WG at:
Washington Group International
ATTN: Associate General Counsel
106 Newberry Street, SW
Aitken, SC 29801

ARTICLE 25 - WAIVER OF RIGHTS

The failure of either Party to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option or right herein conferred, shall not be construed to be a waiver or relinquishment of any such option or right, or any other covenants or agreements, but the same shall be and remain in full force and effect.

ARTICLE 26 - TRANSFER OF OBLIGATION

The covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and agreed assigns of any or all the Parties hereto.

ARTICLE 27 - HAZARDOUS SUBSTANCES TRACKING AND COMMUNICATION

A. Lessee is responsible for tracking, recording, and proper use and disposal of all of the hazardous substances that are received, stored, handled or disposed of by Lessee on or from the Premises, including spills or accidents involving hazardous substances within the Premises, and both planned and unplanned releases to the environment. Lessee shall maintain appropriate inventory and material balance records for their material, accordingly.

B. Lessee shall provide Lessor with current data documenting such tracking and recording required under Paragraph A above, and cooperate with Lessor to integrate such data into a CAES computerized data base system.

ARTICLE 28 - ORDER OF PRECEDENCE

The Contract comprises the following documents in the order of precedence set forth below:

1. CAES Lease Agreement and Amendments thereto
2. Exhibit C, Base Rental Rate Agreement
3. Exhibit A, Description of Premises
4. Exhibit B, Commencement Date Agreement
5. Exhibit D, Janitorial Services, Maintenance and Repair

The above order of precedence controls in the event of any conflict, inconsistency or ambiguity in the terms and conditions set forth within these documents.

ARTICLE 29 - SHARED USE OF SPACE AND EQUIPMENT

The Parties acknowledge and agree that the cooperation, collaboration, and shared use of space, equipment and personnel for research are important to the successful operation of this facility. In that regard, the provisions of this Lease shall be interpreted in such a manner as to support such purposes.

ARTICLE 30 - ARTICLES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulation (FAR) clauses and Federal Acts are incorporated herein by reference.

1. Affirmative Action for Workers With Disabilities, FAR 52.222-36 (Jun 1998)
2. Americans with Disabilities Act, 28 CFR Part 36, (as revised July 1, 1994).
3. Equal Opportunity, FAR 52.222-26 (Feb 1999)
4. Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12 (Jun 1997)
5. Anti-Kickback Act of 1986 (Jul 1995)
6. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001), FAR 52.222-35. (Dec 2001)

ARTICLE 31 - EXAMINATION OF RECORDS

Unless exempted by applicable law, Lessor and Lessee agree that the State of Idaho and the Comptroller General of the United States or the DOE Inspector General or any duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of Lessor or Lessee that are relevant to each such Party's performance under this Lease.

ARTICLE 32 - ASSIGNMENT

Except as otherwise provided in this Lease, the interest of either Party in this Lease shall not be assigned to a third-party without the written consent of the other Party, which consent shall not be unreasonably withheld.

ARTICLE 33 - STATUS OF BATTELLE MEMORIAL INSTITUTE AND WASHINGTON GROUP INTERNATIONAL

A. Parent Company Assurance:

1. Battelle Memorial Institute. For the purpose of providing partial financing to assist in construction of the Building, Battelle Memorial Institute (**Battelle**) is a party to this Lease for the sole and limited purpose of providing secondary security, as provided in Article 33.D below, for the payment of principal and interest on the Bonds in the principal amount of $8.88 million (**Battelle Guaranty**), payment of principal and interest on such Bonds being referred to hereafter as **Bond Debt**. The primary security for the Bond Debt is the Base Rent due Lessor under this Lease. Except as provided in Article 33.D, Battelle has no obligation to Lessor under this Lease. The Guaranty is being made by Battelle for good and valuable consideration.

2. Washington Group International. For the purpose of providing partial financing to assist in construction of the Building, Washington Group International (**WG**) is a party to this Lease for the sole and limited purpose of providing secondary security, as provided in Article 33.D below, for the payment of principal and interest on the Bonds in the principal amount of $1.12 million (**WG Guaranty**), payment of principal and interest on such Bonds being referred to hereafter as Bond Debt. The primary security for the Bond Debt is the rentals due Lessor under this Lease. Except as provided in Article 33.D, WG has no obligation to Lessor under this Lease. This Guaranty is being made by WG for good and valuable consideration, including without limitation, satisfaction of WG's obligations to assist in the development of projects such as CAES.

3. Pro-Rata Obligations. The obligations of Battelle and WG to pay the Bond Debt are pro-rated such that any insufficiency in the Base Rent hereunder to pay the Bond Debt shall be satisfied 88.8% by Battelle and 11.2% by WG.

B. Amortization of Bond Debt. The Parties agree that the Base Rent paid to Lessor under Article 3.A of this Lease shall be applied to pay the Bond Debt of both Battelle and WG in proportion to the Bond Debt each has guarantied as provided in Article 33.A above. Payments made to Lessor under Article 3.B for maintenance of the Building shall not be considered rental payments for purposes of this Article 33.B

C. Successor Contractor. If (i) the Lessee's contract with DOE (Contract No. De-AC07-05ID14517) expires or is terminated before payment in full of the Bond Debt and (ii) Lessee is succeeded by another contractor, Lessor hereby consents to Lessee's assignment of this Lease to the successor contractor; and Battelle's and/or WG's obligations described in paragraph D below apply to the assigned Lease. The payments of Base Rent made to Lessor by such successor contractor shall be applied as prescribed in Article 33.B above. Lessor agrees that despite assignment of this Lease to any successor contractor, the provisions of this Article 33 with respect to the release of Battelle and/or WG upon payment in full of the Bond Debt is made for the express benefit of Battelle and WG and is enforceable by Battelle and WG with respect to their respective portions of the Bond Debt.

D. Battelle's/WG's Obligations and Rights.

1. If the Base Rent payments made under this Lease, as provided in Articles 33.B and 33.C above, are insufficient at any time or from time to time to pay in full the Bond Debt, as and when the same shall come due (in whole or in part), or if Lessee (or its successors or assignees) terminates the Lease pursuant to Article 8, Battelle and WG shall be responsible, in proportion to their respective guaranties of the Bond Debt as provided in Article 33.A above, for making payment to the Trustee (as assignee of Lessee) of amounts sufficient to pay in full the Bond Debt. These assurances of payment by Battelle and WG are guaranties of payment when due and not just collection from Lessee. These guaranties of payment of the Bond Debt shall survive the termination of this Lease, except as otherwise expressly provided herein.

2. If Lessee's Base Rent payments are insufficient for Trustee to make any semi-annual payment on the Bond Debt when such payment comes due, Lessor shall notify Battelle and WG of (i) the total amount of such deficiency and (ii) the amount of such deficiency that is allocable to Battelle and WG in proportion to their respective guaranties of the Bond Debt as provided in Article 33.A above.

Battelle and WG agree to pay to the Trustee their respective share of such insufficiency within 15 days of their receipt of notice by the Lessor or the Trustee of such insufficiency.

3. The Parties agree that the sole obligation of Battelle and WG under Article 33.D.2 shall be to make payments, in their respective proportions as provided in Article 33.A, necessary to cure the deficiency in Lessee's Base Rent payments necessary to make the semi-annual payment on the Bond Debt when the same has come due. In the event that Battelle or WG shall fail for any reason to pay their respective share of the Bond Debt within 60 days of their receipt of notice of insufficiency, the Lessor may, at its sole option, demand payment from Battelle or WG, as the case may be, of the full amount of their respective shares of the Bond Debt then outstanding plus interest thereon (at the Bond interest rate) to the next date upon which the Bonds may be redeemed.

4. If Battelle's/WG's guaranty obligations hereunder are triggered by the Lessee's termination of the Lease, Battelle and/or WG, at their sole discretion, reserve the right to assume assignment of the Lease. Upon acceptance of assignment of this Lease, Battelle and/or WG shall succeed to the rights and obligations of Lessee or any successor contractor under this Lease; provided however, that Battelle and/or WG shall accept assignment of this Lease solely for the time necessary to amortize the Bond Debt and once the Bond Debt is amortized, Battelle and/or WG shall be immediately and automatically released from any and all obligations under this Lease.

E. Release of Battelle/WG. Once the Bond Debt is paid in full as provided under the terms of this Lease, Battelle and WG shall be released from any and all obligations under this Lease.

F. Sublease. The Parties agree that (i) Lessee or (ii) Battelle and/or WG provided Battelle and/or WG become the Lessee under Article 33.D above, may enter into subleases under this Lease regarding the Leased Premises; provided that any such sublease shall be consistent with the CAES mission as expressed in either this Lease or the BEA prime contract.

G. Individual Guaranties. The Parties acknowledge and agree that the obligations of Battelle and WG under this Lease, including without limitation their respective guaranties, are

individual and separate as opposed to joint and several. Therefore, (i) in the event Battelle fails to meet its Battelle Guaranty obligation, no Party shall have any right to pursue WG for the same and (ii) in the event WG fails to meet its WG Guaranty obligation, no Party shall have any right to pursue Battelle for the same.

ARTICLE 34 – APPLICATION OF CONSTRUCTION CONTINGENCY FUNDS

If, upon completion of the construction of the Building, Lessor's construction manager has any funds in its account that were contributed by Lessee, the Parties agree that such remaining funds shall be applied to the next-due Bond payment; provided, the Parties agree to make a corresponding adjustment to the next-due Base Rent payment.

ARTICLE 35 - ENTIRE AGREEMENT

This Lease and Exhibits "A", "B", "C" and "D" hereto contain the entire and integrated agreement of the Parties and may not be modified or amended except in writing signed and acknowledged by both Parties.

In the process of securing financing, certain provisions of this Lease may require amendment or conformance with the financing documents. Both Parties agree to cooperate and act in good faith in considering and approving required amendments. In addition, Lessee, Battelle and WG agree to make reasonable disclosures related to and necessary for the process of securing financing.

ARTICLE 36 – BOARD AND CONTRACTING OFFICER APPROVAL

This Lease is executed by the designated representatives of the Parties and entities identified in the signature article below subject to (i) the final approval of the Lease by the State Board of Education and (ii) the Lease satisfying the limiting conditions prescribed in a certain Department of Energy letter dated October 4, 2006 from the contracting officer regarding the Lessee's signature authority for this Lease. Upon the satisfaction of the two foregoing contingencies, this Lease shall be effective immediately and without further consent of or action by the Parties.

ARTICLE 37 – COUNTERPART SIGNATURES

The signatories to this Lease, below, agree that this Lease may be executed in any number of counterparts with the same effect as if all the signatories had signed the same document, and all counterparts shall be construed together and shall constitute one written document.

[signature]	President	10/23/06
LESSOR: Idaho State University	Title	Date
LESSEE: Battelle Energy Alliance, LLC	Title	Date
BATTELLE MEMORIAL INSTITUTE	Title	Date
WASHINGTON GROUP INTERNATIONAL	Title	Date

ACKNOWLEDGED AND CONSENTED TO:

University of Idaho	Title	Date
Boise State University	Title	Date

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LESSOR: Idaho State University	Title	Date
LESSEE: Battelle Energy Alliance, LLC	President & Laboratory Director	10/19/06
BATTELLE MEMORIAL INSTITUTE	President & CEO	10/13/06
BATTELLE MEMORIAL INSTITUTE	EVP & CFO	10/12/06
WASHINGTON GROUP INTERNATIONAL	Title	Date

ACKNOWLEDGED AND CONSENTED TO:

University of Idaho	Title	Date
Boise State University	Title	Date

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LESSOR: Idaho State University	Title	Date
LESSEE: Battelle Energy Alliance, LLC	Title	Date
BATTELLE MEMORIAL INSTITUTE	Title	Date
WASHINGTON GROUP INTERNATIONAL	Sr. V.P., Strategic Programs, for President of Energy & Environment Title	Oct. 11, 2006 Date

Legal Department
Date: 10/11/06
Attorney:

ACKNOWLEDGED AND CONSENTED TO:

University of Idaho	Title	Date
Boise State University	Title	Date

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BATTELLE MEMORIAL INSTITUTE	Title	Date
WASHINGTON GROUP INTERNATIONAL	Title	Date

ACKNOWLEDGED AND CONSENTED TO:

University of Idaho	Title Vice President Finance and Administration	16 Oct 06 Date
Boise State University	Title	Date

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BATTELLE MEMORIAL INSTITUTE	Title	Date
WASHINGTON GROUP INTERNATIONAL	Title	Date

ACKNOWLEDGED AND CONSENTED TO:

University of Idaho	Title	Date
Boise State University	President	10/15/06
	Title	Date

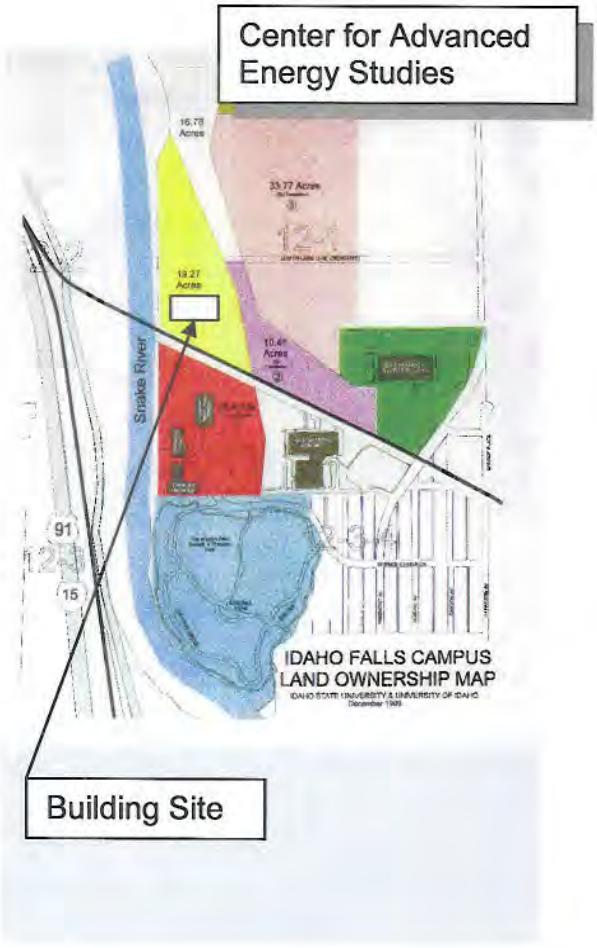
Exhibit A

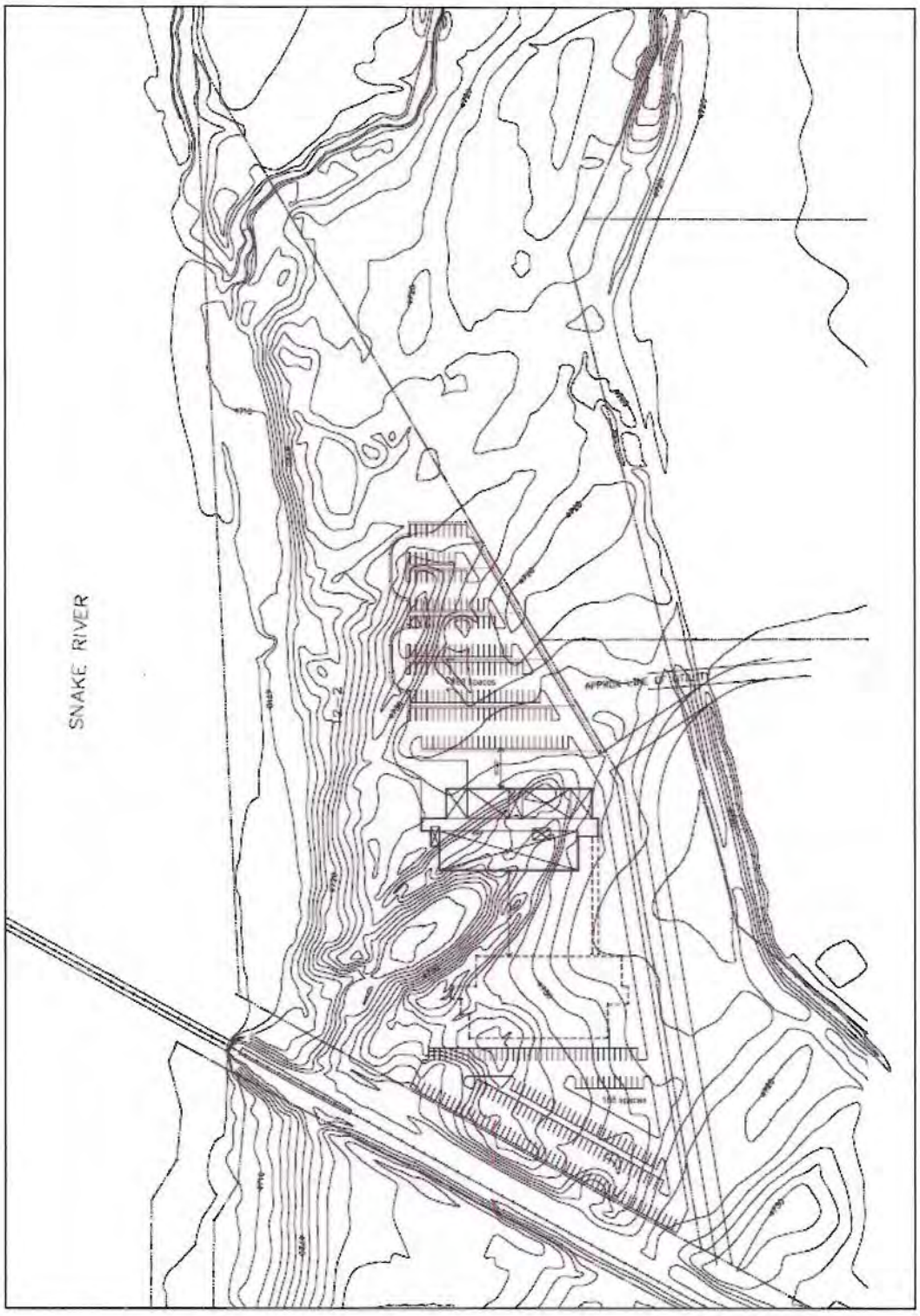
LEASE AGREEMENT NO. 00049377

DESCRIPTION OF PREMISES

The Center for Advanced Energy Studies (CASE) building will be at least 55,000 square feet located on seven acres of State of Idaho property in Idaho Falls, Idaho. The property is part of approximately 19 acres adjacent to land owned by the Idaho State University Foundation. The CAES building is located at 1000 University Boulevard in Idaho Falls, Idaho 83402.

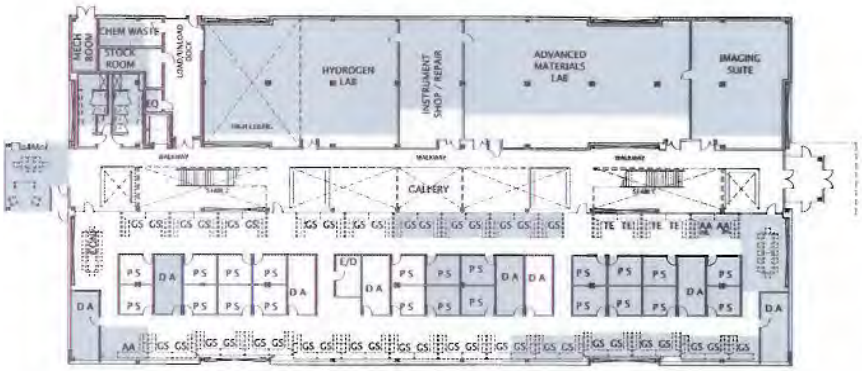
The legal description of the seven acres is: Beginning at the Southeast corner of Lot 1, Block 1, Bureau of Land Management Administration Building Site, Division No. 1, Bonneville County, Idaho; running thence N.10°05'38"W. along the Lot line 707.53 feet; thence N.32°17'32"W. along the Lot line 247.90 feet; thence S.89°52'14"W. 300.96 feet; thence S.10°05'38"E. 693.95 feet to the South line of said Lot 1, thence S.62°58'40"E. along said South line 498.18 feet to the point of beginning.





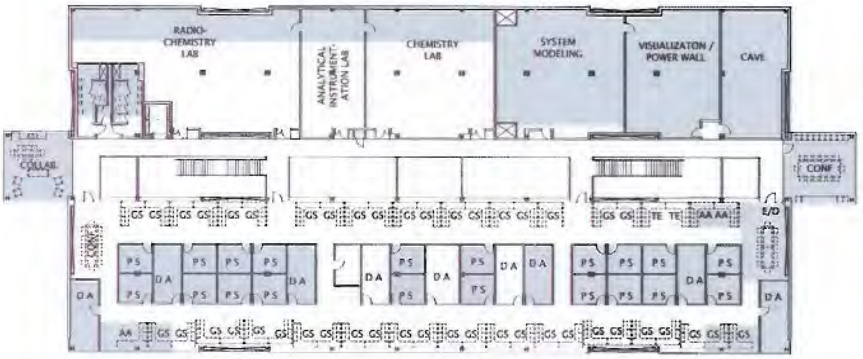
Site Location for the Center for Advanced Energy Studies Building

When completed, the CAES building will consist of offices for senior administrators, researchers, and graduate students. It will also have laboratories for research in hydrogen, advanced materials, chemistry, radiochemistry, system modeling, visualization, analytical instrumentation, and imaging to be used collaboratively by members of the CAES team. Space will also be provided for collection and temporary storage of hazardous waste.



FIRST FLOOR PLAN
1"=20' @ 11x17





SECOND FLOOR PLAN
1"=20' @ 11x17



The CAES site will provide approximately 168 parking spaces for the building occupants and users.

EXHIBIT B

LEASE AGREEMENT NO. 00049377

COMMENCEMENT DATE AGREEMENT

WHEREAS, by Lease Agreement dated _____, 2006 ("Lease") Lessor leased to Lessee approximately _____ gross square feet of particular space, located in the City of Idaho Falls, Bonneville County, Idaho, (hereinafter called the "Premises") for a period of twenty (20) years ("Term") to commence and expire as provided in Article 2. A of the Lease; and

WHEREAS, Article 2.B of the Lease states that the Commencement Date shall be when the requirements for beneficial occupancy have been met. By fixing a commencement date and termination date and signing this document, Lessor and Lessee agree that those requirements have been met.

NOW, THEREFORE, Lessor and Lessee hereby agree that the Commencement date of the Term shall be _____, 2008, and the Expiration date shall be _____, 2028, unless terminated as otherwise provided in the Lease.

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement as of the date first above written.

LESSEE:	LESSOR:
BATTELLE ENERGY ALLIANCE, LLC	IDAHO STATE UNIVERSITY
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT C
LEASE AGREEMENT NO. 00049377
BASE RENT

Agreement made this 11th day of December 2006, by and between Idaho State University, an institution of higher education and agency of the State of Idaho, hereinafter called "Lessor" and Battelle Energy Alliance, LLC, a Limited Liability Company organized under the laws of the State of Delaware, hereinafter call "Lessee".

WHEREAS, by Lease Agreement dated October 23, 2006 ("Lease") Lessor leased to Lessee a certain amount of gross square feet (as provided in Article 1 of the Lease), located in the City of Idaho Falls, Bonneville County, Idaho, (hereinafter called the "Premises") for a period of twenty (20) years to commence and expire as provided in Article 2.A of the Lease; and

WHEREAS, Article 3.A of the Lease provides for the Lessor and the Lessee to execute this Exhibit C once the exact monthly rental rate (Base Rent) is known.

NOW, THEREFORE, Lessor and Lessee hereby agree that the Base Rent that Lessee shall pay Lessor, in accordance with the terms of the Lease, is (i) $44,333.00 from September 5, 2008 through March 5, 2009 and (ii) $70,842.00 from April 5, 2009 through March 5, 2028 (except as provided below in the following paragraph), which equals approximately 1/6th of the semiannual interest next due on the Bonds and 1/12th of the annual principal payment next due on the Bonds, plus Trustees fees; provided however, at the time the Parties sign the Commencement Date Agreement (Exhibit B of the Lease), the Parties may revise this Exhibit C to specify the actual Base Rent based on the actual Commencement Date. In addition, Lessor and Lessee shall pay Service Rent as provided in Article 3.B of the Lease.

Lessor and Lessee hereby further agree that if the Bond Debt is amortized entirely before the termination of the Lease, the Base Rent shall be $1.00 per square foot per year. Total square footage leased by Lessee shall be determined by Article 1 of this Lease.

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement as of the date first above written.

LESSEE:

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Title: Director, Supply Chain Management

Date: 12/12/2006

LESSOR:

IDAHO STATE UNIVERSITY

By: _____

Title: Financial Vice President

Date: 12/13/06

Final 12/12/06

EXHIBIT "D"

AGREEMENT REGARDING MAINTENANCE
AND OPERATIONS SERVICES

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Signature Block:

1. Introduction

The Center for Advanced Energy Studies (CAES) is a Joint Institute, which brings together the talents, facilities and capabilities of Idaho State University, University of Idaho, Boise State and the Idaho National Laboratory, (including the prime contractor, Battelle Energy Alliance (BEA)). The mission of CAES is to address critical science issues that resolve the many challenges associated with providing an appropriate mix of advanced energy technologies in relation to critical United States and global energy needs. CAES will address a variety of energy sources that are areas critical to ensuring U.S. energy security. Areas of particular concern include, but are not limited to: affordability, limited mission environmental impacts, and leadership in the global energy arena. Advanced energy sources to be researched include nuclear, hydrogen, fossil fuels (coal, oil and gas), and the full spectrum of renewable energy sources.

CAES will advance the education of the next generation of scientists and engineers, engage in long-term university-based research activities, and host a range of national and international events. Activities are being designed to facilitate an informed debate, which will address the questions and issues concerning the best energy technology mix necessary to meet U.S. global needs. This dialogue will present facts about the benefits of various energy sources including nuclear, fossil, renewable, energy in the world energy, and environmental debate, and conduct a wide range of academic and public activities. The Center will serve as a hub for an Idaho universities network and as a conduit for developing collaboration, partnerships and connectivity between researchers.

The CAES facility is located on the Idaho Falls Center for Higher Education campus in Idaho Falls, Idaho. Contributing members of the Center use the building and grounds to collaborate, conduct research and education in support of the Center's mission.

2. Purpose

Pursuant to Article 11 of the Lease Agreement Between Idaho State University and Battelle Energy Alliance, LLC for the Center for Advance Energy Studies, (the "Lease"), the Parties have agreed to set forth in Exhibit "D" of the Lease, the scope and level of maintenance services to be performed by ISU and the parties' pro-rata share of the costs of such services. The purpose of this Exhibit D is to set forth those services and costs and to outline and agree upon basic policies and procedures for the operation and maintenance of the Center for Advanced Energy Studies facility. The CAES Steering Committee (CAESSC) recommends changes to policies and procedures outlined in this Exhibit D, and the Parties hereto must agree in writing, to any amendments.

3. Organization

3.1 Center for Advanced Energy Studies Steering Committee

The CAESSC is responsible for the oversight of the Building's operations and management. The CAESSC consists of one representative from each CAES member, as set forth in the Memorandum of Agreement previously entered into between BSU, ISU, U of I and BEA.

The CAESSC is the first level of institutional partnership and will meet as scheduled by the chair. The CAESSC is responsible for governance and recommendations of:

1. Space assignment and use;
2. Major renovations or remodeling (changes to interior or exterior structure and organization);
3. Policy issues regarding the management and operation of the CAES facility; and
4. Resolution of facility use conflicts.

3.2 Idaho State University

Idaho State University (ISU) is the Lessor pursuant to the Lease and is responsible for collecting rents and managing funds for bond repayment and

facility maintenance. ISU will also administer facility maintenance, renovation, and remodeling projects, and will coordinate with the Idaho Division of Public Works and other Idaho state agencies as necessary.

Safety and security will be administered by ISU Public Safety. Control of hazardous materials will be coordinated as set forth in Section 6.2 herein and in compliance with the terms set forth in the Lease.

3.3 Idaho Falls Center for Higher Education Facilities Maintenance and Management Staff

Day-to-day operation and maintenance of the Building is the responsibility of ISU. The facility administrator and the maintenance and operations staff at the Idaho Falls Center for Higher Education will operate, clean, and maintain the Building. Backup support will be provided through contracted service agreements and from the ISU Pocatello campus.

4. Space Assignments, Utilization and Equipment

4.1 Assignment of Space Within the CAES Building

Facilities within the CAES building are classified as assigned, multi-use, and common.

4.1.1 Assigned Space

Use of offices and research laboratory spaces not leased by BEA will be requested from the CAESSC through the CAES Director. The CAES Director will review all such requests and assign space based on need.

4.1.2 Multi-use Space

Multi-use spaces include all laboratory and laboratory-support spaces not leased to BEA or to other CAES Members or to third parties. These spaces may be temporarily assigned by the CAES Director or left open for occasional use. The cost of maintenance and operations will be the responsibility of the agency to which the space is assigned.

4.1.3 Common Space

Subject to the terms of Article 9.A of the Lease, space used by all building occupants (such as restrooms, hallways, mechanical rooms and custodial closets) are common spaces.

4.2 Service Rent (Occupancy Costs)

Service Rent shall be allocated between the Parties as provided in Articles 3.B and 11 of the Lease.

4.3 Equipment & Furnishings

4.3.1 Furnishings

Lessor and Lessee will provide their own office furnishings. Furnishings must be of high quality to match the decor of the CAES building.

4.3.2 Equipment

Lessor and Lessee will provide their own laboratory equipment, as needed. Equipment will be inventoried into the building by ISU. Subject to the terms of Article 9.C of the Lease, the equipment ownership will be retained by the providing agency and will be inventoried into their respective systems. Maintenance and replacement of the equipment will be under the direction of the owners in coordination with the CAES Director. Once placed in the laboratories, the equipment use will be coordinated with the CAES Director.

5. Facility Maintenance and Operations

5.1 Maintenance

5.1.1 Routine Maintenance

Building maintenance, landscape, and custodial services will be accomplished with ISU employees and/or service contractors under the supervision of ISU.

5.1.2 Renovation and Remodeling

Renovations and improvements shall occur as prescribed in Articles 9 and 10 of the Lease.

5.2 Building Operation

5.2.1 Energy Conservation

The Building is constructed to the highest energy conservation standards reasonable under budget restrictions. The programs operating within the Building are involved in advanced CAES studies of energy sources and systems. In keeping with the spirit of the mission, the Building should operate at peak energy efficiency. All reasonable actions will be taken to keep the Building operating within acceptable energy standards and still support the efforts of the occupants.

5.2.2 Telephone Support

Telephone service and support will be provided by ISU with actual costs covered by Lessor and Lessee in accordance with their respective use.

5.2.3 Signage

Except as provided in Article 11.C of the Lease, ISU shall be responsible for constructing and installing signs in and around the Building. Room numbers and laboratory names will be installed during construction. The cost for name plaques and other agency signs will be the responsibility of the users. All signage, other than name plaques, requires the approval of the CAES Director.

5.2.4 Parking

Parking permits will be required for the Building's parking lot. Lessor shall issue a sufficient number of parking permits to Lessee at no cost to Lessee. The standard Idaho Falls Center for Higher Education permit will be used and is valid

on the Idaho Falls and Pocatello campuses. Sufficient visitor and disability parking will be identified and the lot controlled during special events.

6. Public Safety and Security

6.1 Public Safety

6.1.1 Safety

Safety is the responsibility of all users of the facility. Consistent with Article 7, all users of the facility shall follow ISU safety policies and procedures found electronically at http://www.isu.edu/departments/pubsafe/. Regarding the leased Premises, Lessee may supplement these procedures, but ISU policies and procedures must be followed as a minimum. When ISU, UI, or BSU employees are using space assigned to BEA, such employees shall follow BEA-established safety requirements.

General laboratory procedures will be the responsibility of the ISU Technical Safety Office and developed under the direction of the CAESSC in coordination with the Director of CAES and consistent with Article 7 of the Lease.

6.1.2 Security

The CAES facility is designed as open-access to facilitate collaboration. Security badges and check points will not be required unless directed by the CAESSC. A receptionist will be strategically located to assist visitors.

For the convenience of Lessee, crime prevention and reporting policies and procedures can be found electronically at http://www.isu.edu/departments/pubsafe/.

6.2 Hazardous and Radioactive Materials

Consistent with Article 27 of the Lease, each Party will be responsible for tracking, recording, and proper use and disposal of all hazardous substances used by that Party, including spills or accidents involving

hazardous substances within the premises, and both planned and unplanned releases to the environment. The Parties shall maintain appropriate inventory and material balance records for their own materials. The Parties shall integrate such data into a CAES computerized database system.

TENANT USE AGREEMENT

Between

IDAHO STATE UNIVERSITY,
BOISE STATE UNIVERSITY,
THE UNIVERSITY OF IDAHO,
and
BATTELLE ENERGY ALLIANCE

for use of the

CENTER FOR ADVANCED ENERGY STUDIES

RESEARCH LABORATORY

February 4, 2009

CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT	Identifier:	CAES-TUA-01	
	Revision:	0	
	Effective Date:	10/01/08	Page: 2 of 30

APPROVALS

Representatives of the CAES member institutions; Idaho State University, Boise State University, the University of Idaho and Idaho National Laboratory, have negotiated this agreement in good faith to clarify responsibility and authority for activities conducted at the CAES research laboratory. All parties agree to abide by the requirements of this agreement effective upon signing by all parties. Modifications will be mutually agreed upon.

James A. Fletcher, Vice President, Finance and Administration
Idaho State University

James A. Fletcher 2/5/09
Date

Pamela Crowell, Vice President for Research
Idaho State University

Pamela L. Crowell 2/4/09
Date

Mark Rudin, Vice President for Research
Boise State University

Date

Stacy Pearson, Vice President, Finance and Administration
Boise State University

Date

Lloyd Mues, Vice President, Finance and Administration
University of Idaho

Date

Harold Blackmau, Director
INL Office of Laboratory Integration

Date

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Idaho State University

_____ Date

Pamela Crowell, Vice President for Research
Idaho State University

_____ Date

Mark Rudin, Vice President for Research
Boise State University

_____ 2/24/09
Date

Stacy Pearson, Vice President, Finance and Administration
Boise State University

_____ Date

Lloyd Mues, Vice President, Finance and Administration
University of Idaho

_____ Date

Harold Blackman, Director
INL Office of Laboratory Integration

_____ Date

CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT	Identifier: CAES-TUA-01 Revision: 0 Effective Date: 10/01/08	Page: 2 of 30

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Date

Pamela Crowell, Vice President for Research
Idaho State University

_____ _____
Date

Mark Rudin, Vice President for Research
Boise State University

Stacy Pearson _____ 2-19-09
Date

Stacy Pearson, Vice President, Finance and Administration
Boise State University

_____ _____
Date

Lloyd Mues, Vice President, Finance and Administration
University of Idaho

_____ _____
Date

Harold Blackman, Director
INL Office of Laboratory Integration

_____ _____
Date

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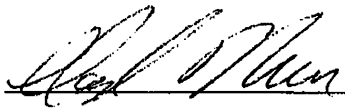
Mark Rudin, Vice President for Research
Boise State University

_____ _____
Date

Stacy Pearson, Vice President, Finance and Administration
Boise State University

_____ _____
Date

Lloyd Mues, Vice President, Finance and Administration
University of Idaho



4 Feb 09
Date

Harold Blackman, Director
INL Office of Laboratory Integration

_____ _____
Date

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Boise State University

_____ _____
Date

Lloyd Mues, Vice President, Finance and Administration
University of Idaho

_____ _____
Date

Harold Blackman, Director
INL Office of Laboratory Integration

Harold Blackman 2-4-2009
Date

CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT	Identifier:	CAES-TUA-01	
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1. PURPOSE

The purpose of this Tenant Use Agreement (TUA) is to establish the operational boundaries of responsibility and authority between primary users of the Center for Advanced Energy Studies (CAES) research laboratory, in accordance with terms and conditions of Lease #49377, and to allocate operational maintenance costs. The primary users of CAES include representatives of Idaho State University (ISU), Boise State University (BSU), the University of Idaho (UI) and Battelle Energy Alliance, LLC (BEA) (collectively referred to herein as "Primary Users").

2. SCOPE

The scope covered by this TUA defines the capabilities and processes that are currently in place within the CAES research laboratory that designates occupant use for this building, the physical attributes that support the defined work scope and mission, the operational boundaries that govern the use of the building, the definition of responsibilities for the delivery of core facility services, and other pertinent matters associated with administration of this TUA.

3. ALLOCATION OF COSTS

Each Primary User shall pay, on a monthly basis, a pro rata share of all actual maintenance and operational costs, as identified in the Appendices attached hereto. Each Primary User's share of costs shall be based upon each Primary User's proportional occupancy of the CAES research laboratory, as that may change from time to time. As of the date of this TUA, the Primary Users' proportional shares are established as follows:

BEA – 70%
ISU - 10%
BSU - 10%
UI - 10%

Monthly payments shall be based initially on one twelfth (1/12) of the estimated annual costs, set forth on Appendices D, E and F attached hereto and incorporated herein by this reference. Payment is due on the fifth business day of each month, payable in arrears. Subsequent, payments shall be adjusted to reflect actual costs incurred for the previous year. Such adjustments shall be communicated to Primary Users by Lessor within sixty (60) days after the end of Lessor's fiscal year, June 30. If actual cost incurred was less than estimated costs paid by Primary Users, the difference shall proportionally be applied as a credit against costs incurred in the current year. Any remaining credit balance shall be paid to Primary Users upon termination of the Lease Agreement.

4. ROLES

4.1. Facility Manager (FM)

ISU's Office of Facilities Services serves as the Facility Manager for the CAES research laboratory. FM will coordinate all maintenance and operating services for CAES.

4.2. CAES Program Office (CPO)

The CAES Program is a collaboration that includes: the State of Idaho through its academic research institutions, Boise State University, Idaho State University, and the University of Idaho; and the Battelle Energy Alliance, which manages the Idaho National Laboratory. The CAES Program Office coordinates all CAES programmatic activities on behalf of the collaboration. The CPO consists of representatives from each of the three Universities and Battelle Energy Alliance. The Director of the INL Office of Laboratory Integration (an employee of Battelle Energy Alliance) serves as the Director of the CPO and is the primary point of contact for CPO responsibilities identified herein. Staffing for the CPO shall be provided by Battelle Energy Alliance

4.3. Project Tenants (Tenant)

CAES delivers innovative, cost-effective, research and promotes energy education, to enhance technical capabilities, and to advance energy science. Researchers, faculty, students and staff from the member institutions, as well as visiting researchers from other institutions, will be housed in the CAES research laboratory as "project tenants" to conduct these research and educational efforts.

4.4. INL Information Technology (IIT)

INL's Information Technology organization (provided through Battelle Energy Alliance) will provide and maintain basic IT services to the CAES research laboratory. These services include: telephone services, networking, firewall management, and workplace support. Appendix D contains the CAES Information Technology Description.

5. RESPONSIBILITIES

This section summarizes the operational responsibilities agreed to between the Primary users of the CAES research laboratory. This agreement implements the applicable requirements of the Primary Users, which are to ensure that the scope of any proposed work activities, and their associated hazards, will not compromise the facility's physical (as-built) capabilities and/or any operational safety limits or controls.

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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Operating Envelope	FM will maintain operating envelope bases including safety analysis documents, permits, allocations, and other limiting documents.	CPO will establish the operating bases for the CAES research laboratory.	Tenant will maintain processes to ensure that planned activities will not result in exceeding any operating limits.
Safety Document Ownership	FM will establish and maintain overarching safety documentation for CAES facility.	CPO will control tenant access to the CAES research laboratory, review all tenant access plans to ensure they are consistent with and within the safety bases of the facility.	Tenant will establish, maintain and implement safety documents for project activities as required, ensuring there are no conflicts with overarching facility safety documentation.
Radiological Materials Control	FM will assign a Radiation Safety Officer (RSO) to perform an inventory and validate radionuclide materials stored in CAES, and provide the necessary disposal and associated information. ISU's RSO will maintain and monitor overall radiological inventories for the CAES consistent with NRC License No. 11-27380-01.	CPO will maintain a radiological inventory for the CAES research facility. The CPO will interface with the RSO and tenants to address radiological inventory issues (order, receive, track) and to monitor and report on chemical inventories.	Tenant will control radiological inventories and provide radiological inventory information to the CPO and the designated RSO. The Tenant will follow guidelines in appropriate ISU procedures concerning the handling, procurement and disposition of radiological materials.

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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Chemical Inventory	ISU will assign a Technical Safety Officer (TSO) to perform an inventory and validate chemical materials stored in CAES, manage disposal of chemicals and associated information. FM will incorporate CAES chemical inventory into ISU's overall chemical inventories. The TSO will interface with the CAES Program Office and tenants to address chemical inventory issues (order, receive, track) and to monitor and report on chemical inventories.	CPO will maintain a chemical inventory for the CAES. The CPO will interface with the TSO and tenants to address chemical inventory issues (order, receive, track) and to monitor and report on chemical inventories.	Tenant will provide chemical inventory information to CPO and designated TSO. Tenant will fund the purchase of all chemicals to be used for programmatic activities and disposal.

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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Facility Modifications	FM will maintain permanent facility equipment. FM will coordinate necessary modifications with the CPO and tenants so as to minimize impact on any CAES activities. If FM activities result in damages or negative impact on tenant systems or equipment, components, fixtures or structures, FM will arrange for repair or restoration to original or improved condition.	CPO will review and approve all tenant facility modification requests and transmit those requests to FM. CPO-approved facility modifications will be coordinated with FM for implementation.	Tenant will request facility modifications through the CPO. Tenants will provide funding for any approved facility modifications. Tenant will facilitate access of FM and CPO personnel as required to complete maintenance activities. If Tenant activities result in damages or negative impact on facility systems or equipment, components, fixtures or structures, Tenant will contact CPO and FM to arrange for repair or restoration to original or improved condition.
Facility Modification and Maintenance Work Control	FM will maintain and approve work control documents for all facility work. All Facilities concerns, whether from CPO, Tenants, BEA, or other will be coordinated through the designated FM contact.	CPO will review and concur with all facility modification and maintenance work control documents. The CPO will interface with the TSO and tenants to address work control issues	Tenant will coordinate with the CPO to ensure work control documents minimize impacts for Tenant activities.

FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Facility Maintenance	FM will provide routine maintenance to CAES research facility (offices, laboratories, common space), grounds and parking lot. Services to be performed include: janitorial services, landscaping services, parking lot maintenance, snow removal, lighting maintenance, carpet maintenance, painting, etc.	CPO will interface with FM and Tenant regarding maintenance services. Special maintenance requests (that are not urgent) and are not part of routine maintenance will be submitted via an ISU Work Order Form.	Tenant will interface with FM and CPO regarding maintenance services. Special maintenance requests (that are not urgent) and are not part of routine maintenance will be submitted via an ISU Work Order Form.
Industrial Wastewater Agreements	FM will maintain sinks and drains, as necessary. FM will maintain and report waste streams per applicable standard.		Tenant will observe procedures, processes and signs and discharge only allowable types and quantities of materials.
Environmental, Safety & Health (ES&H) Support	ISU will provide ES&H professionals to support facility work and other activities and issues such as safety inspections. ISU will request assistance through CPO for ES&H Subject Matter Experts (SMEs) as necessary.	The CPO will interface with the TSO and tenants to address ES&H issues. CPO will control tenant access to the CAES research laboratory, review all tenant access plans to ensure they are consistent with and within the safety bases of the facility.	Tenant will provide ES&H professionals to support their own programmatic activities and issues. Tenant will establish, maintain and implement safety documents for project activities as required, ensuring there are no conflicts with overarching facility safety documentation.

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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Emergency Services	FM will coordinate Emergency Services and Emergency Management procedures. FM will coordinate periodic drills while attempting to minimize the impact of drills to tenant.	The CPO will interface with the TSO and tenants to address Emergency Management issues.	Tenant will support and implement all Emergency Management procedures. Tenant will provide information on programs/activities to the CPO and FM Emergency Management POC's as requested. Tenant will participate in all drills and emergencies per ISU procedures and follow all facility-specific Emergency Management requirements.
Outages	FM will coordinate and inform tenant of planned outages. FM will immediately address unplanned outages and attempt to expeditiously correct their cause(s).	The CPO will interface with the TSO and tenants to address Outage issues.	Tenant will, if needed, request through the CPO a facility outage for programmatic activities and implement controls, work stoppage, or other actions. Tenant will report all unplanned outages to the CPO and the FM.
Routine Inspection and Certification of Safety Equipment	FM will schedule, coordinate, conduct inspections and maintain certifications of safety and mechanical equipment including: fire extinguisher, safety showers, eyewashes, and fume hoods and other local ventilation, fire doors, etc., per periodic requirements.	The CPO will interface with the TSO and tenants to facilitate inspections and address identified issues.	Tenant will facilitate access for IFM and CPO personnel to enter laboratory and equipment in order to perform routine inspections.

FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
LockOut/TagOut (LO/TO) and Out of Service (OOS)	FM will manage the LO/TO/OOS process and logs for facility equipment and provide support to the CPO and Tenant, if requested and funded, for the Tenant's programmatic equipment.	The CPO will interface with the TSO and tenants to address LO/TO/OOS issues.	Tenant will manage LO/TO/OOS tags for their own equipment consistent with ISU procedures. Tenant will inform CPO of LO/TO/OOS activities.
Security	ISU will provide security for the CAES research laboratory. FM will ensure that the level of property protection and access control is appropriate for the facility. There will be no areas within CAES that will require a BEA/INL security clearance. FM will issue keys/keycards to CPO approved personnel.	CPO will establish access procedures for the CAES research laboratory. No classified work is permitted within CAES. CPO will review and approve all personnel access requests for CAES. If approved, CPO will submit Tenant names to FM for key/keycard access. CPO will interface with Tenant, FM, and other Security offices as necessary to ensure protection of sensitive programmatic information.	Tenant will request access to CAES through the CPO for all project personnel. Tenant will comply with the facilities Security Plans as same are communicated to Tenant. Tenant will determine necessary security requirements for their programmatic activities. Tenant will provide funding for additional security required by tenant. Tenant will protect sensitive programmatic information.
Excess Equipment	FM will interface with CPO and Tenant and arrange support for excess equipment removal as requested.	CPO will interface with the Tenant to support excess equipment removal.	Tenant will request removal of equipment through the CPO and provide the information and funding needed to complete the disposition.

FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Waste Removal and Recycling	FM will routinely remove standard wastes from the CAES research facility. FM will provide resources to store and remove regulated wastes from CAES.	CPO will interface with the Tenant and FM to address any waste removal issues. CPO will interface with the Tenant and FM to support recycling options. CPO will interface with FM and Tenant to arrange support for disposal of any regulated waste.	Tenant will comply with all waste disposal procedures as communicated to tenant. Tenant will interface with the CPO and FM to support recycling options. Tenant will inform the CPO of any plans to use a material that will become or could generate a regulated waste. Tenant will provide funding and waste-specific information when requesting removal of any regulated wastes.
Assessments/Inspections	FM is responsible for facility-related assessments/inspections. Any concerns identified regarding the Tenant's programmatic activities will be discussed with the CPO. FM will provide copies of facility assessments to the CPO.	CPO will interface with FM and Tenants to ensure resolution of any facility issues arising from assessments/inspections.	Tenant will interface with CPO concerning facility-related assessments and other reviews, as necessary. Tenant is responsible for programmatic self-assessments (and resolution). Any concerns regarding the facility will be discussed with the CPO. Copies of these self-assessments will be provided to the CPO.

FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Event and Issue Reporting	FM will take all necessary immediate actions for personnel assistance and well-being. FM will coordinate all event/issue reporting process and investigation.	CPO will take all necessary immediate actions for personnel assistance and well-being. CPO will report facility or equipment problems within the research laboratory to the FM appropriate. CPO will participate in the event/issue reporting process and investigation. CPO will designate a Laboratory Lead for each laboratory within CAES. The Lab Lead will serve as the Point of Contact for planning, issues and other events.	Tenant will notify immediately the CPO and relevant home institution managers of any concerns, conditions, incidents or injuries. Tenant will report facility or equipment problems within assigned laboratory to the Lab Lead. Tenant will participate in the event/issue reporting process and investigation. Tenant must immediately report any abnormal event to FM and CPO to ensure that any applicable reporting time limits can be met.
Mail Services	U.S. Postal Service will provide mail services directly to/from the CAES research laboratory.	CPO will establish and maintain four mailstops within CAES located at the Business Centers. CPO will make arrangements to distribute mail to these mailstops.	Tenant will comply with the CAES and ISU mail services requirements.

6. OPERATING ENVELOPE

The facility operating envelope and the associated action levels are defined in Appendix A. Action levels are based either on allowable inventory or level of acceptable safety risk. If action levels are reached, FM and CPO must evaluate and determine if additional controls are needed to operate at new higher inventory/risk levels. A change in any action level will require a formal change to this TUA.

7. GENERAL DESCRIPTION

This section provides the general description of the facility design use, capabilities, and associated documents.

Facility Area, Building number	Idaho State University- Idaho Falls, Building 104
Facility Hazard Classification	Hazard classification will correspond to activities occurring within each control area, which may encompass more than a single lab.
General description	The building is a 55,633 sq. ft. steel-framed, zinc-sided two-story structure on a concrete slab. The building includes offices (researchers, faculty, administrators, technicians, and students), laboratories (material science, fluids, radiochemistry, chemistry, and high performance computer simulations) and support areas (waste storage, data/electrical, shop, and auditorium).
Fire suppression system	Wet Pipe (sprinkler)
Facility Support Utilities/Systems	City of Idaho Falls: Power, Water, Sewer. Intermountain Gas: Natural Gas Idaho National Laboratory: Private Branch Exchange (PBX) telephone system, INET Internet service
Special environmental controls	The CAES research laboratory is a high-performance, energy-efficient, "green building." The Leadership in Energy and Environmental Design (LEED™) criteria developed by the U.S. Green Building Council guided the design of this facility. Building systems are monitored and computer-controlled.
Documents associated with this program	Idaho DEQ Administrative Rules: http://adm.idaho.gov/adminrules/rules/idapa58/58index.htm Idaho Division of Building Safety Rules: http://adm.idaho.gov/adminrules/rules/idapa07/07index.htm

	Idaho General Safety and Health Standards: http://dbs.idaho.gov/safety_code/ Idaho State University Hazardous Waste Management Policies and Procedures Manual: http://www.physics.isu.edu/health-physics/tso/hazman2008complete.pdf Idaho State University Nuclear Regulatory Commission (NRC) License No. 11-27380-01

Appendix A

Facility Classification Limits

Radiological

The use, storage, and disposal of radiological materials in the CAES research facility are governed by the Idaho State University (ISU) Technical Safety Office (TSO), which administers and provides technical services in support of the ISU radiation protection program. In addition, the TSO provides radiological safety training for all ISU employees, staff, visitors, and students, including custodial staff, public safety officers, and all CAES facility users.

The ISU radiological safety program is regulated by the Nuclear Regulatory Commission (NRC) and the State of Idaho. The ISU Vice President of Academic Affairs is the senior manager responsible for radiation protection of ISU faculty, staff, students and visitors, and appoints a Radiation Safety Committee (RSC) to govern all aspects of radiation protection within the University, including all affiliated research, clinical, instructional and service units utilizing radiation sources in facilities owned or controlled by the University. The Vice President for Academic Affairs also appoints a Radiation Safety Officer (RSO), who must be approved by the NRC to administer the radiation protection program and to provide technical guidance to the RSC and to radiation users. The Radiation Safety Division of the Technical Safety Office (TSO) is the organizational entity that provides the administrative and technical services in support of the radiation protection program.

Activities include the use of radioactive material and radiation generating devices, but the radioactive material inventory may not exceed the threshold quantity values as (individual or sum of the ratios) described in NRC License No. 11-27380-01.

In addition:

- The CAES radiochemistry lab lead will conduct a bi-annual radiological inventory of all radioactive material stored in the CAES facility and compare this inventory to the inventory currently on file in the CAES Chemical Inventory Database and to the threshold quantity values described in NRC License No. 11-27380-01.

- CAES facility users will follow the administrative and technical controls provided by the ISU TSO and other appropriate ISU procedures concerning the handling, procurement and disposition of radiological materials.

Chemical

Chemical handling at CAES will be coordinated by Idaho State University (ISU) which is governed by environmental laws and regulations including the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), Superfund Amendments and Reauthorization Act (SARA), Clean Water Act (CWA), Clean Air Act (CAA), Emergency Planning and Community Right-to-Know Act (EPCRA), and Idaho General Safety and Health Standards (IGSHS) and regulations implemented by the Idaho Department of Environmental Quality (IDEQ) to protect human health and the environment from improper hazardous waste management practices.

The ISU chemical handling program is administered by the ISU Technical Safety Office (TSO), which also provides technical services to ISU departments that purchase, store, handle, or dispose of any reagents, chemical solutions, chemical mixtures, industrial products, infectious wastes, contaminated rags, or any items containing or contaminated with substances which may be regulated under one or more of the laws or regulations listed above.

Chemical handling policies and procedures are detailed in the Idaho State University Hazardous Waste Management Policies and Procedures Manual, available electronically at:

http://www.physics.isu.edu/health-physics/tso/hazman2008complete.pdf.

CAES facility users will follow the administrative and technical controls provided by the ISU TSO and other appropriate ISU procedures concerning the handling, procurement and disposition of chemicals and all hazardous materials. In addition, after meeting the TSO requirements for chemical and hazardous material purchases, CAES facility users will log all such acquisitions in the CAES Chemical Inventory Database and update this database as chemicals are depleted, moved into designated satellite accumulation areas, or transferred to TSO custody for disposal.

Appendix B

Technical Basis for the CAES, ISU Building 104

1.0 Physical Description of the Building

The building is a two-story structure including offices and analytical laboratories. The CAES building is a 55,633 sq.ft. steel-framed, zinc-sided building on a concrete slab. It houses electrical utilities, plant air and vacuum service systems.

1.1 Facility Design Parameters Limiting Operations

1.1.1 Power Supply and Capacity

There are 2 each 2500 amp main feeds to the building and one 600 Amp emergency generator.

1.1.2 Emergency Power

Limited emergency power is provided to CAES to maintain fire alarms and emergency egress lighting.

1.1.3 HVAC Capacity

Cooling – Heating
Air Handler (AH-1) serves the lab areas, DX cooling - 340,000 BTU/hr, Natural gas heating - 1,900,000 BTU/hr

Air Handler (AH-2) serves the office areas, DX cooling - 240,000 BTU/hr, Natural gas heating - 220,000 BTU/hr, office area perimeter is served by heating water finned tube radiation – (FT-1) 620 BTU/lf, (FT-2) 740 BTU/lf

Roof Top Unit (RTU-1) serves Server Room, DX cooling only – 330,000 BTU/hr

Roof Top Unit (RTU-2) serves Office Elec/Data rooms on second floor, DX cooling only – 102,000 BTU/hr

Roof Top Unit (RTU-3) serves Office Elec/Data rooms on first floor, DX cooling only – 102,000 BTU/hr

Heating is provided by two gas fired boilers – 2,000,000 BTU/hr (ea.)

Air Handlers and Roof Top Units are located on the roof.

1.1.4 Compressed Air

Serving the lab areas – 10 HP, 33 SCFM

1.1.5 Steam and Condensate
NA

1.1.6 Potable Water
Potable water is supplied by underground service from the City of Idaho Falls at 61 psig. Nominal pipe size: 4" inch diameter.

Demineralized Water (DI) is supplied from a DI water system to the labs. DI water system is located in Mechanical Room No. 108.

1.1.7 Cooling Water
NA

1.1.8 Manifold Gas Supply and Capacity
Supplied from the Natural Gas meter located on the Northwest corner of the building. Provides natural gas to Labs gas cocks.

1.1.9 Vacuum System
Supplied from the Mechanical Room No.108 located in the North West corner of the building (exterior access only). Nominal pipe size: 1" inch dia.

1.1.10 Fire Protection
Fire water is supplied by underground service from the City of Idaho Falls. Nominal pipe size: 6" inch diameter.

Fire Suppression System – wet pipe. The Fire Suppression System covers the entire building.

1.1.11 Effluent Management and Controls Systems
A complete DDC control system controls the building.

1.1.12 Air and Liquid Sampling and Monitoring
The HVAC systems sample air for CO2 inside the duct near the roof top equipment. There are also smoke detection devices throughout the building and inside the mechanical units. There are also sensors in the radioisotope hoods in the laboratories that alarm in the event the filters become clogged.

1.1.13 Floor Load
The live load capacity for the floors is 125 psf for the laboratories; 80 psf for the offices; and 100 psf for cubicle areas.

1.1.14 Cranes/Hoists/Lifts
NA

1.1.15 Roll-Up Doors

There are two roll doors: one at the north exterior wall at the loading dock, and the second roll door connecting the west wall of the Fluids Laboratory (room 113) with the loading dock.

1.1.16 Hoods

Lab hoods are located in each of the labs listed below. Each chemical fume hood is connected to a HEPA filtered exhaust system. Each Radioisotope hood is connected to a double HEPA stack and then to the main exhaust system. Each Teflon hood has a dedicated exhaust.

	Chemical Fume Hood	Radio Isotope Hood	Teflon Hood
Room 113 – Fluids Laboratory	2	1	0
Room 114 – Hydrogen Room	1	0	0
Room 115 – Instrument Repair Shop	0	0	0
Room 116 – Materials Laboratory	1	2	0
Room 208 – Radiochemistry Laboratory	3	1	1
Room 209 – Analytical Instrumentation Laboratory	1	0	0
Room 210 – Chemistry Laboratory	0	1	1

1.1.17 Exhaust

The CAES building has two exhaust systems, one HEPA filtered exhaust system and one chemical exhaust system. Blowers for both systems are located outside on the north side of the building. Both systems provide exhaust air service for lab hoods located throughout the building. Hoods are connected to one of the two systems depending on the type of activity performed inside the hoods.

1.1.18 Eyewash/Safety Shower

	Eyewash	Safety Shower
Room 113 – Fluids Laboratory	1	1
Room 114 – Hydrogen Room	0	0
Room 115 – Instrument Repair Shop	2	0
Room 116 – Materials Laboratory	2	1
Room 208 – Radiochemistry Laboratory	1	0
Room 209 – Analytical Instrumentation Laboratory	1	0
Room 210 – Chemistry Laboratory	1	0

1.1.19 Radiological Inventory Limits

The Radiochemistry and Materials Laboratories in the CAES building will house radioactive materials in various forms. The radiological inventory will be managed as described in Appendix A.

1.1.20 Confined Space

The office floors within the CAES research laboratory are 15 in. raised floors to provide space for electrical and IT systems.

1.1.21 Deflagration (blowout) Room

The deflagration room is designed to withstand 35 pounds per square inch of pressure.

1.1.22 Auditorium

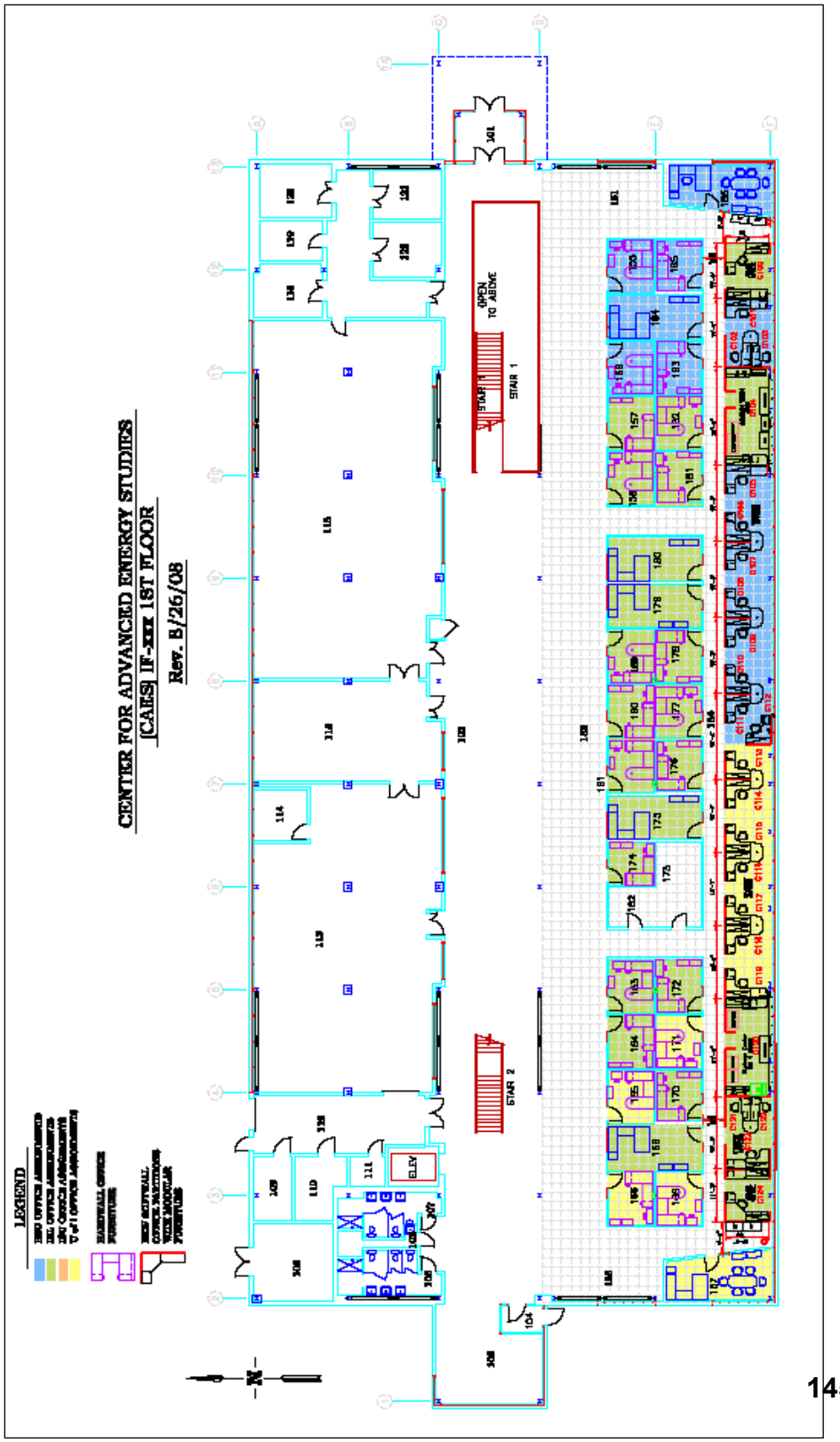
The CAES auditorium is designed to accommodate 44 chairs at the lecture tables. Fire code limits the room occupancy to no more than 49 people at one time.

1.1.23 Gallery

The CAES Gallery is considered a hallway and has no occupancy limitations driven by fire codes. The HVAC limitation for the building is 469 people and – if needed – all those people can occupy the Gallery at one time.

Appendix C

Floor plans of the CAES, ISU Building 104




CENTER FOR ADVANCED ENERGY STUDIES
(CAES) IF-xxx 2ND FLOOR
Rev.8/25/08
LEGEND
OPEN TO BELOW
STAIR 1
STAIR 2
ELEV

Appendix D

CAES Information Technology Description

1.0 Service Description

1.1 Workplace Support

- Technician Support. INL desk side support for CAES will be provided by the INL IT OpsCenter at 526-1000 and dedicated on-site field technicians. Coordination will be handled through the INL IT ticketing system. The field technician role will also provide coordination with other CAES tenant IT groups for resolution of IT issues not covered under this SLA.

- Anti-virus. All INL employee tenants of CAES will use the standard anti-virus software as established and instituted at the INL. Other tenants of CAES may request a copy of PC-Cillin if they have no other anti-virus software/service for their workstation. Tenants who use PC-Cillin will obtain software and virus pattern software updates directly from the vendor. This service does not cover resolution of a mass virus outbreak. The dedicated field technician will cover resolution of a virus on an individual basis. If more resources are needed to restore operational capability more quickly, these will be negotiated on a time and material basis.

- Patching. All INL employee tenants of CAES will agree to have their workstation managed by INL for systems and software patching. Other tenants of CAES should submit to their sponsoring organization's patching program to ensure their workstation is up to the latest, secure patch level.

- Account Management. A form has been created with which access to INL services or IT services offered by other tenant sponsoring organizations may be requested. CAES tenants who are INL employees request services in the same way whether located at CAES or on-site. They may also use the consolidated form. Other CAES tenants will complete the request form and provide it to the dedicated field technician who will route the request to the appropriate service-providing organization. INL will also create accounts for access to CAES network(s), portal, shared files, and networked printers.

1.2 Hosting

- File/Print Service. The CAES local area network (LAN) will be configured with 4 servers and 6 networked printers. The servers will provide domain control, file/print sharing services, and general purpose virtual machine capability. This service ensures all processes set-up and configured by IT are running properly on the servers (backup, patching, etc.). It also includes the set-up of file shares and printer configurations for network printing within the CAES research laboratory.

No INL network printers will be provided in the CAES research laboratory. CAES users that are INL employees or authorized to access the INL network, are not allowed to use CAES resources while they are connected (VPN) into the INL network. To utilize the CAES printers, file shares and other CAES network resources, CAES users must first disconnect from the INL VPN.

1.3 Portal Services

- CAES Portal Service. The CAES communities run within the INL Nuclear Collaboration Portal (NCP) established outside the DMZ at the INL. CAES currently has 4 collaboration communities, with the ability to create additional communities on an as-needed basis. The CAES organization provides a Community Manager who manages content and provides user access to the communities. This service provides general administration of the NCP and IT assistance to the CAES Community Manager.

1.4 Network

- CAES LAN. INL IT will manage the CAES local area network. This is the network that will connect desktops, printers, servers, and other networkable peripherals to facilitate efficient communication. This service includes monitoring to ensure it operates properly. It also includes turning on and off ports as necessary. This service also includes the capability of CAES tenants to access the Internet. CAES Internet access will be provided by the Idaho Regional Optical Network (IRON). INL IT will provide first tier support and be the main interface with IRON. Available bandwidth will be 300 Megabits/sec sustained, burstable up to 1 Gigabit.
- Wireless Network. The CAES research laboratory has been installed with a wireless network to allow computing access for the mobile worker. This service includes operations and maintenance of the network to ensure it operates as designed.
- Firewall Management. CAES has been equipped with two firewalls to protect INL resources as well as CAES tenants from malicious cyber threats. INL IT will manage these resources and services. This service includes operations and maintenance on the CAES firewalls and rules to ensure they operate as designed. A firewall policy specific to the two CAES firewalls has been established and changes will be managed through a formal change control process administered by CAES. Once changes are approved, CAES will provide the changes to INL IT and INL IT will implement the changes accordingly.

1.5 Intrusion Detection

- INL IT cyber security services within CAES are limited to operations and maintenance of an Intrusion Detection System (IDS), a Web proxy, and a logging service. The INL Cyber Security group will operate and maintain these systems consistent with INL methods.

This service includes daily monitoring and response to alerts and reports generated by these systems. Significant emphasis will be placed on resolving and mitigating malware that has been detected. Close coordination with the CAES administrators, the CAES dedicated field technicians and users will be accomplished to mitigate malware. Cyber security issues involving INL staff will be handled via INL policy, processes, and protocols. Any issues involving other CAES tenants will be raised to CAES management and addressed either via the tenant's sponsoring organization point of contact or directly with the CAES tenant.

1.6 Telephone

- Telephone Service. INL IT will manage the CAES telephony system. The CAES research laboratory has been equipped with a Nortel Voice Over Internet Protocol (VoIP) capability. INL IT will manage the infrastructure resources and services. This service includes operations and maintenance on the telephone system (infrastructure and hand sets) to ensure it operates as designed. Maintenance to the telephony system will be performed one evening per month or as needed to ensure equipment works properly.

- The CAES telephone service includes local, U.S. long distance and international calling capabilities. The INL CAES program, which is an INL collaboration, will be sponsoring the use of INL FTS calling capability for all CAES professional tenants for domestic long distance services covering the 48 continuous states, Alaska, Hawaii and Virgin Islands. A conscious business decision to utilize FTS has been made and approved by the CAES Director per this signed SLA.
- Administrative adds/moves/changes will be initiated by the CAES Program Office. Once CAES approves the changes they are to be forwarded to INL IT for implementation by completing form 320.01, "Office Setup and Personnel Relocation" as per INL's normal process.

- Telephone directory. INL operators will provide requesters with CAES telephone numbers through the existing methods (dial 0 from an INL phone, 526-0111, or 526-1000 option 0). CAES will provide hardcopy telephone lists on a periodic basis to the INL telephone operators.

2.0 Scope of the INL IT Service (Service Level Agreement)

The scope of the IT service support covers basic IT services for the CAES facility. It specifically excludes IT services provided by any tenant's sponsoring organization but coordinates access to the service providers for those services. The SLA also excludes services necessary for personnel and equipment moves into and out of the CAES research laboratory. This SLA is based on approximately 100 tenants occupying the CAES research laboratory with around 70% being INL employees.

Tenant sponsoring organizations will provide their CAES facility residents with the equipment they need to perform their work (including all IT equipment and tier 2+ support of their respective parent IT environment), have an established and effective anti-virus service in use by their sponsored tenants, have an established patching policy and associated service, and have an established security policy. Each tenant in the CAES facility will be responsible for following their sponsoring organization's policies, any INL policies for CAES residents that use INL resources, as well as any additional policies mandated by the CAES Program Office.

3.0 Service Hours

IT Service hours for the CAES research laboratory are the same as INL service hours. Service hours define the availability of computing resources and support personnel to alleviate service interruptions or to provide general support as defined in section 3.0. Computing resources and network access are intended to be available 24 hours x 7 days per week x 365 days per year. Outside of standard operating hours, the resources are available in an unattended mode. Should the availability be interrupted by some unforeseen circumstance, response to restore service is available per the appropriate method below:

- Standard operating hours are 7:00 a.m. – 4:30 p.m. MT Monday – Friday on the INL 9 X 80's schedule except INL recognized holidays and Christmas curtailment. During standard operating hours the service desk is staffed with multiple experts across various subject areas.
- Extended operating hours are 6:00 a.m. – 7:00 a.m. and 4:30 p.m. – 11:00 p.m. MT Monday – Friday as well as 6:00 a.m. – 11:00 p.m. on INL off Fridays, Saturdays and Sundays, except INL recognized holidays, and Christmas curtailment. During extended operating hours CAES personnel will contact the INL service desk at 526-1000. During this time, the service desk will attempt to resolve basic issues. For unresolved issues, a service request will be placed to be worked the following day.
- After hours are all hours not covered by standard or extended operating hours, including INL recognized holidays, and Christmas curtailment. The INL IT Duty Phone is covered by IT managers and technical leads, with the intent of providing best effort in resolving incidents or escalating emergencies to back office support.

During standard operating hours, service-impacting issues are targeted to be responded to within 1 hour. Exceptions to this are if the CAES dedicated field technician has to escalate the issue or if there is a wide-spread virus outbreak or some other major service interruption. Issues will be addressed during extended operating hours and after hours on a best effort basis and responding personnel will bill at the current established IT burdened labor rate.

3.0 Service Availability

IT maintenance occurs monthly for patching INL desktops/workstations, file/print servers, network and telephone systems. The third Wednesday of each month will be targeted for these activities;

however, all IT maintenance activities will be coordinated through the CAES facility administrator. CAES tenants will be notified in advance of maintenance activities as access to resources may be affected during that time. IT's goal is to have the services described in this agreement available 99% of the time, but availability of any IT resources not described in this agreement is according to the service level agreements for those particular services. After hours support for unplanned outages will be resolved on a best effort basis.

4.0 Service Reliability

Service reliability is defined as the availability of IT services that factor in "unplanned maintenance". The file/print servers, network, and telephone service reliability is planned at 99%.

5.0 Customer Support

Requesting fulfillment of a CAES IT service or reporting interruptions to any CAES IT service is accomplished by contacting the INL IT OpsCenter at 526-1000 or by contacting the dedicated field technician. Incidents and requests are escalated by the CAES dedicated field technician when necessary to the appropriate points of contact.

5.1 Targets for incident response

- Within standard operating hours, urgent priority incidents and requests that require escalation will receive a response back to the customer within 2 hours.
- Outside standard operating hours, incidents and requests that require escalation will receive a response based on best effort.

Response is defined as a call to the customer to inform them that the incident is being worked and what the estimated time of completion will be, if available.

5.2 Incident and Request Priorities

- **Priority 1 (Urgent) –** One or more of the following apply
  - Requests and incidents that are business critical and time sensitive.
  - Immediate attention is needed.
  - Many users may be affected.
  - Loss of credibility or significant costs will be incurred if request is not fulfilled.

- **Priority 2 (High) –** One or more of the following apply
  - Individual CAES user is unable to perform necessary work.
  - Fulfillment of the service request will significantly enable the productivity of a small group or individual.
  - Cost avoidance will result from quick resolution.

- **Priority 3 (Medium) –** One or more of the following apply
  - The users can wait for the standard process to be executed for the request to be fulfilled.
  - No valid reason exists for expediting the request.

- Incident can be resolved by the service desk.

- **Priority 4 (Low) –** One or more of the following apply
  - The request is nothing more than a simple question.
  - Request is easily resolved over the phone without research or additional escalation and dispatching.

6. IT Costs and Charging

IT Service	Description	Cost
Workplace Support	Provides on-site dedicated technician (1500 hours of desk-side support), anti-virus and patching to INL employees located at CAES, coordination with other tenant sponsor IT organizations, desk side support issue resolution, telephone directory service, and account management. Total includes yearly maintenance fees on hardware and software and $5,000 training for dedicated technician.	$113,000
CAES Portal	Consultation to community manager, general NCP portal administration.	$4,800
Hosting	Provides ongoing monitoring, administration, patching, and maintenance of 4 servers. (M&O cost $34,400, annual maintenance $1843). Off-CAES-location data contingency storage is on a time and materials basis.	$36,243
Network	Maintenance and administration of CAES LAN including firewall management. This also includes the maintenance and operations of the CAES Wireless Network. (M&O cost including spares $54,588, annual maintenance $4410). External network connectivity annual cost ($100,000 – INL IT pays $70,000 while $30,000 is to be paid by non-INL CAES tenants); currently subcontracted for 36 months.	$159,408

IT Service	Description	Cost
Intrusion Detection	Monitoring and response to alerts and reports. Resolve and mitigate malware detected by the IDS (M&O cost $21,325, annual maintenance $3650)	$24,975
Telephone	Maintenance, operations, and administration of the CAES telephone infrastructure and equipment. (M&O cost including spares $31,772, annual maintenance cost $5500)	$37,272
Office Moves	Performing the work necessary to reconfigure IT equipment when a move or change is made to an existing IT configuration.	Time and materials based on complexity of change
Total Annual IT Service Cost		$375,638 (+ office moves / time and materials)

Appendix E

ISU Facility Operating Expenses

CAES OPERATING EXPENSE-ANNUAL ESTIMATE 2008-2009			
Salaries & Benefits			
Janitorial wages & benefits	$ 71,100		
Mainenance wages & benefits	50,101		
Total Wages & Benefits		$ 121,201	
Supplies & Repairs			
Snow removal	6,000		
R & M Building	8,817		
R & M Land	-		
Grounds equipment	1,075		
Janitorial start-up expense	21,394		
Janitorial	4,086		
Utilities	88,092		
Property Insurance	9,008		
Total Supplies & Repairs		$ 138,472	
Total Annual Operating Expense			$ 259,673
Expense for 9 months occupancy			
Wages	$ 90,900		
Snow Removal	6,000		
R & M Building	6,613		
R & M Land	-		
Grounds Equipment	1,075		
Janitorial Equipment	21,394		
Janitorial	3,065		
Utilities	66,069		
Property Insurance	9,008		
Total 9 month estimate			$ 204,124

Appendix F

Four community business centers will be maintained within CAES for use by the Tenants. The CAES Program Office will coordinate the operation of these centers. The costs for these centers includes: maintenance agreements, paper and consumables.

Initial costs are based on the following assumptions.

1. **Office Equipment Maintenance Agreement -** Estimated $20K per year

a. Approximately 65 people in the building by FY09-Q1; Approximately 90 people in the building by FY09-Q3; average yearly occupancy is 80 people
b. Average 100 copies/prints/day; 70 color, 30 B&W $0.085 per color copy/print; $0.0095 per B&W copy/print.

2. **Office Supplies -** Estimated $20K per year

a. Average occupancy is 80 people
b. Average 100 copies/prints/day

3. **Office Supplies -** Estimated $60K per year

a. Includes folders, staplers, tape dispensers, pens, pencils, erasers, markers, sticky notes, paper clips, white out, pencil sharpener, engineering pads, writing pads, lab notebooks, hole punchers, paper cutters, scissors, cubicle wall clips, business card holders, etc.
b. Some items like electric pencil sharpeners and paper punches would be purchased only one for each Business Center.
c. For the first year only – it would cost approximately $750 to fully support one person on the average including items to be shared at the Business Centers.

Total Estimated Cost is $100K.

AMENDMENT TO THE CENTER FOR ADVANCED ENERGY STUDIES

TENANT USE AGREEMENT

THIS AMENDMENT ("Amendment") to the Center for Advanced Energy Studies Tenant Use Agreement is entered into as of October 21, 2014 by and between Battelle Energy Alliance, LLC, Boise State University, Idaho State University, the University of Idaho, and the University of Wyoming.

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), University of Idaho ("UI"), Idaho State University ("ISU"), and Boise State University ("BSU"), hereinafter referred to as the "Founding Members," entered into a Center for Advanced Energy Studies Tenant Use Agreement ("Tenant Use Agreement") on February 24, 2009, to establish the operational boundaries of responsibility and authority between primary users of the Center for Advanced Energy Studies ("CAES") research laboratory as well as to allocate operational maintenance costs.

The Tenant Use Agreement is in accordance with the terms and conditions of Lease #49377, between BEA and ISU dated October 23, 2006.

University of Wyoming ("UW") is familiar with and acknowledges Lease #49377.

The Founding Members desire that UW be joined as a primary user of the CAES facility by amending the Tenant Use Agreement.

UW desires to be a primary user of the CAES facility and wishes to be joined as a party to the Tenant Use Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members and UW agree as follows:

1. The Terms "Primary User(s)" and "Consortium Member(s)", wherever either appears in the Tenant Use Agreement, shall include UW together with BEA, BSU, ISU, and UI.

2. **1. Purpose:** the second sentence is hereby deleted and replaced with the following:
   The primary users of CAES include Idaho State University ("ISU"), Boise State University ("BSU"), University of Idaho ("UI"), University of Wyoming ("UW"), and Battelle Energy Alliance, LLC ("BEA") (collectively referred to herein as "Primary Users").

3. **3. Allocation of Costs:** The first sentence is hereby deleted and replaced with the following:

"Each Primary User shall pay, on a monthly basis, a pro rata share of all actual maintenance and operational costs as approved by the Steering Committee, including but not limited to, those identified in the Appendices attached hereto."

The second sentence is hereby deleted in its entirety.

The Primary Users' proportional shares are hereby deleted and replaced with the following:

BEA- 68%
ISU- 8%
BSU- 8%
UI- 8%
UW- 8%

4. **4.2 CAES Program Office (CPO):** The paragraph is hereby deleted and replaced with the following:

   CAES is a collaboration that includes: the State of Idaho through its academic research institutions, Boise State University, Idaho State University, and the University of Idaho, together with the University of Wyoming, and Battelle Energy Alliance, LLC, which manages the Idaho National Laboratory. The CPO consists of the Executive Board and the Steering Committee. The CPO coordinates all CAES programmatic activities on behalf of the collaboration.

5. This Amendment replaces and supersedes all prior amendments as to the subject matters hereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Amendment to the Tenant Use Agreement.

IDAHO STATE UNIVERSITY
By: Howard Grimes
Name: Howard Grimes
Title: VP for Research & Economic Development
Date: Oct 21, 2014

IDAHO STATE UNIVERSITY
By: James A. Fletcher
Name: James Fletcher
Title: VP for Finance & Administration
Date: 10/21/14

BOISE STATE UNIVERSITY

By: _____

Name: MARK RUDIN

Title: VP RESEARCH & ECON DEV.

Date: 10.14.14

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF WYOMING

By: _____

Name: _____

Title: _____

Date: _____

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Name: Steven B. Aumeier

Title: Director - CAES

Date: 10-21-14

BOISE STATE UNIVERSITY

By: _____

Name: ~~Stacy Pearson~~ JOELLEN DAVIES

Title: AVPFA

Date: _____

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF WYOMING

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: Ronald E. Smith

Name: Ronald E. Smith

Title: VP for Finance & Administration

Date: 10/16/14

UNIVERSITY OF WYOMING

By: _____

Name: _____

Title: _____

Date: _____

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: John K. McIver

Name: John K. McIver

Title: VP for Research & Econ Dev.

Date: 16 Oct. 2014

UNIVERSITY OF WYOMING

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF WYOMING

By: William A Gern

Name: William A. Gern

Title: VP Research Econ. Dev.

Date: Oct. 15, 2014

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF WYOMING

By: William Mai

Name: William Mai

Title: Vice President for Administration

Date: 10/15/14

SECOND AMENDMENT TO THE CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment") to the Center for Advanced Energy Studies Tenant Use Agreement is entered into as of the date of last signature below, and confirms prior understanding effective from the Effective Date below, by and between Battelle Energy Alliance, LLC, Boise State University, Idaho State University, and the University of Idaho (the "Founding Members" or "Parties").

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), Boise State University ("BSU"), Idaho State University ("ISU"), and the University of Idaho ("UI"), entered into a Tenant Use Agreement ("TUA") for use of the Center for Advanced Energy Studies Research Laboratory ("CAES facility"), dated February 24, 2009.

On October 21, 2014, the TUA was amended ("October 21, 2014 Amendment") to include the University of Wyoming ("UW") as a primary user of the CAES facility and to make various other modifications.

As of January 23, 2021 ("Effective Date"), UW ceased its membership in CAES and its use of the CAES facility as a member.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members confirm by this Second Amendment their prior understanding that from and after the Effective Date:

1. UW is no longer a member of CAES and no longer a party to the TUA.
2. With respect to UW, the October 21, 2014 Amendment is terminated and no longer has any force or effect.
3. With respect to the Parties or parties, the "Primary User(s)," and the "Consortium Member(s)," all references to "University of Wyoming" and "UW" in the October 21, 2014 Amendment are deleted and of no continuing effect.
4. Consistent with the foregoing, in Section 1, "Purpose," of the TUA, the second sentence shall read as follows:

   The primary users of CAES include Idaho State University ("ISU"), Boise State University ("BSU"), University of Idaho ("UI"), and Battelle Energy Alliance, LLC ("BEA") (collectively referred to herein as "Primary Users").

5. In Section 3, "Allocation of Costs," of the TUA, the Primary Users' proportional shares shall be as follows:
   - BEA: 70%
   - BSU: 10%
   - ISU: 10%
   - UI: 10%
6. Subsection 4.2, "CAES Program Office (CPO)," of the TUA shall read as follows:

CAES is a collaboration that includes the State of Idaho through its academic research institutions: BSU, ISU, and UI, together with BEA, which manages the Idaho National Laboratory. The CPO consists of the Executive Board and support staff designated by the CAES Director. The CPO coordinates all CAES programmatic activities on behalf of the collaboration.

7. Except as modified by this Second Amendment, the October 21, 2014 Amendment to the TUA remains in effect for UI, BSU, ISU, and BEA.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Second Amendment to the Tenant Use Agreement for the Center for Advanced Energy Studies.

BATTELLE ENERGY ALLIANCE, LLC

By: Digitally signed by BRADLEY GRAVATT (Affiliate) Date: 2022.09.16 15:16:57 -06'00'

Name: Brad Gravatt

Title: Manager, Infrastructure Acquisitions

Date: 9/16/2022

IDAHO STATE UNIVERSITY

By:

Name: Martin E. Blair

Title: VP for Research

Date: Sept. 12, 2022

BOISE STATE UNIVERSITY

By: Nancy F. Glenn

Name: Nancy F. Glenn

Title: VP Research and Economic Development

Date: 9/9/22

UNIVERSITY OF IDAHO

By:

Name: Christopher T. Nomura

Title: VP Research and Econ Dev

Date: 9/9/22

FIRST AMENDMENT TO THE CONSORTIUM AGREEMENT FOR

THE CENTER FOR ADVANCED ENERGY STUDIES

THIS FIRST AMENDMENT ("First Amendment") to the Consortium Agreement for the Center for Advanced Energy Studies is entered into as of 22 October ____, 2014 by and between Battelle Energy Alliance, Boise State University, Idaho State University, the University of Idaho, and the University of Wyoming.

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), University of Idaho ("UI"), Idaho State University ("ISU"), and Boise State University ("BSU"), hereinafter referred to as the "Founding Members," entered into a Consortium Agreement for the Center for Advanced Energy Studies ("Consortium Agreement") on the 24th of May, 2013.

The Founding Members desire that University of Wyoming ("UW") be joined as a coequal member of the Center for Advanced Energy Studies ("CAES") by amending the Consortium Agreement and approving said amendment pursuant to **Section 4.3 Approval and Amendments** of the Consortium Agreement.

UW desires to be a coequal CAES member.

UW is familiar with and acknowledges the Memorandum of Agreement (MOA) between the Founding Members dated January 25, 2006 that describes the intentions of the Founding Member in the establishment of CAES.

UW is familiar with and acknowledges the Strategic Plan agreed to by the Founding Members dated September 30, 2011, that sets forth the CAES Members' missions and goals of CAES.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members and UW agree as follows:

1. The Term "CAES Members" wherever it appears in the Consortium Agreement, except for in the recitals, shall include UW together with BEA, BSU, ISU, and UI.

2. **1.1 Purpose and Precedence of Agreement** is hereby deleted and replaced with the following:

   This Consortium Agreement is the primary governing agreement for the collaborative effort among the CAES Members regarding the operation of CAES as a consortium. To the extent there is any conflict between this Agreement and the MOA, this Agreement supersedes the MOA. The Founding Members have

entered into a Tenant Use Agreement dated February 4, 2009. Through execution of an amendment to the Tenant Use Agreement, UW entered into the Tenant Use Agreement contemporaneously with this First Amendment. ISU and BEA have entered a Lease Agreement (Lease) for the CAES premises, which has been acknowledged and consented to by UI, BSU, and UW and which incorporates the Tenant Use Agreement. To the extent possible, these documents all shall be interpreted together with the same meaning given to all terms. In the event of a conflict, the order of precedence shall be the Lease, the Tenant Use Agreement, and this Consortium Agreement. Subsequent agreements entered into between the CAES Members shall not be subject to this Agreement, unless otherwise specifically stated in such agreements.

3. **1.3.1 CAES Director-** Add a bullet following the sentence "The primary duties of the Director include the following":

   Work with the Associate Directors to value and validate each CAES Member's collaborative efforts and contribution of resources and commitments to make sure that each member is providing commensurate support levels. Once the Associate Directors and the Director agree on the value of the contributions, the Director will submit the findings to the Steering Committee for approval.

4. **1.3.3 CAES Associate Directors- Universities:** The first sentence is hereby deleted and replaced with the following:

   Each of the university CAES Members: UI, ISU, BSU, and UW shall designate respective university Associate Director(s) for CAES.

5. **1.3.5 Executive Board-** The first sentence is hereby deleted and replaced with the following:

   The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director(s), and the University Associate Directors from BSU, ISU, UI, and UW with one vote allocated to each university CAES Member as follows:

6. **Article 3.1 General Obligations-** Add a 3.1.7 with the following text:

   Commensurate Collaboration Efforts and Contribution of Resources and Commitments. Each CAES Member is expected to engage in collaborative efforts and to contribute resources and commitments to CAES of commensurate value with one another.

Metrics for valuation of each CAES Member's commensurate collaborative efforts can be found by evaluating factors for each CAES Member including, without limitation, participation in:

i. CAES member activities (meetings, teleconferences, training, etc.);
ii. CAES Joint research activities;
iii. CAES Joint teaching and outreach activities;
iv. CAES reporting activities;
v. CAES program development activities.

Metrics for valuation of each Member's commensurate contribution of resources and commitments to CAES can be found by evaluating factors for each CAES Member including, without limitation, value of expenditures and contributions for:

i. Funding for faculty, students, technicians and support staff devoted to CAES;
ii. Costs associated with CAES activities;
iii. Costs associated with procuring and supporting the CAES facility and equipment;
iv. Costs associated with procuring and supporting facilities and equipment on member campuses available to other CAES members.

Valuation of commensurate collaboration and contribution of the CAES Members will be done annually by the CAES Director working with the Associate Directors using specific metrics agreed upon by the Executive Board. Once the Executive Board agrees on the value of the contributions, the Director will submit the valuation metrics and the findings to the Steering Committee for approval.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this First Amendment to the Consortium Agreement.

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Name: Dr. Steven E. Aumeier

Title: Director, Center for Advanced Energy Studies (CAES)

Date: 10/22/14

IDAHO STATE UNIVERSITY

By: _____

Name: Howard Grimes

Title: VP for Research & Econ Dev

Date: 10/22/14

BOISE STATE UNIVERSITY

By: _____

Name: Mark Rudin

Title: VP for Research & Econ Dev

Date: 10/22/14

UNIVERSITY OF IDAHO

By: _____

Name: John K. McIver

Title: VP for Research & Econ Dev

Date: 10/22/14

UNIVERSITY OF WYOMING

By: _____

Name: William A. Gern

Title: VP for Research & Econ Dev

Date: 10/22/14

CONSORTIUM AGREEMENT

Among

BATTELLE ENERGY ALLIANCE
BOISE STATE UNIVERSITY
IDAHO STATE UNIVERSITY
UNIVERSITY OF IDAHO

For the

CENTER FOR ADVANCED ENERGY STUDIES

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CONSORTIUM AGREEMENT

AMONG BATTELLE ENERGY ALLIANCE, BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY, AND UNIVERSITY OF IDAHO

FOR THE CENTER FOR ADVANCED ENERGY STUDIES

This Consortium Agreement is entered into by and among Battelle Energy Alliance, Boise State University, Idaho State University, and the University of Idaho.

RECITALS

WHEREAS, the Center for Advanced Energy Studies ("CAES") is a consortium that performs world class advanced energy research and education to address, from a scientific and technical perspective, problems that are critical to the Nation;

WHEREAS, CAES currently has a primary physical location at University Place in Idaho Falls, Idaho, ("CAES Building"); however, CAES activities may take place at locations other than the CAES Building;

WHEREAS, the CAES founding members are: Boise State University ("BSU"), Idaho State University ("ISU"), the University of Idaho ("UI"), and Battelle Energy Alliance ("BEA") which manages and operates the Idaho National Laboratory ("INL") for the U.S. Department of Energy (DOE) under BEA's DOE Management and Operating Contract No. DE-AC07-05ID14517, with all the heretofore named entities hereafter referred to as "the CAES Members;"

WHEREAS, the CAES Members entered into a Memorandum of Agreement (MOA) last dated January 25, 2006, which described the Members' intentions regarding the establishment of CAES;

WHEREAS, ISU and BEA entered into Lease Agreement No. 00049377 regarding the CAES Building in October 2006;

WHEREAS, the CAES Members entered into a Tenant Use Agreement for use of the CAES Building in February 2009;

WHEREAS, the CAES Members have drafted a Strategic Plan in September 2011 that sets forth the CAES Members' missions and goals for CAES;

WHEREAS, CAES has now been successfully established and is actively in pursuit of the mission and goals of CAES as described in the Strategic Plan, MOA, and other supporting documents; and

WHEREAS, the CAES Members now desire to enter into this Consortium Agreement (also referred to as Agreement) to formalize the CAES Members' collaborative efforts regarding CAES and describe the respective responsibilities and roles of the CAES Members.

NOW, THEREFORE, in recognition of the mutual benefits of CAES and of the consideration provided herein, the CAES Members mutually agree as follows:

Article 1: CAES Consortium

1.1. Purpose and Precedence of Agreement. This Consortium Agreement is the primary governing agreement for the collaborative effort among the CAES Members regarding the operation of CAES as a consortium. To the extent there is any conflict between this Agreement and the MOA, this Agreement supersedes the MOA. The CAES Members also have entered into a Tenant Use Agreement, dated February 4, 2009. ISU and BEA also have entered a Lease Agreement (Lease) for the CAES premises, which has been acknowledged and consented to by UI and BSU, and which incorporates the Tenant Use Agreement. To the extent possible, these documents all shall be interpreted together with the same meaning given to all terms. In the event of a conflict, the order of precedence shall be the Lease, the Tenant Use Agreement, and this Consortium Agreement. Subsequent agreements entered into between the CAES Members shall not be subject to this Agreement, unless otherwise specifically stated in such agreements.

1.2. CAES status. CAES is a collaborative effort of the CAES Members. CAES is operated pursuant to the legal authority of each CAES Member; CAES does not have standing as a separate legal entity. Furthermore, CAES Members shall not engage in activities under this Agreement that could result in the formation of an informal partnership among any or all of the CAES Members. Furthermore, no CAES Member is an agent of another CAES Member solely by way of this Agreement. However, there is a potential that one or more of the university CAES Members may be able to act as an agent, or on behalf of, to at least some extent, of one or more of the other university CAES Members, but not BEA, by way of a properly executed separate instrument such as an appropriate and duly executed Joint Powers agreement.

1.3. Organizational Structure.

1.3.1. CAES Director. The CAES (Director) shall be an employee selected from any of the CAES Members by the CAES Members consulting and reaching mutual consent on the selection by way of the Steering Committee, or other designee of each CAES Member. However, a Director who is not a BEA employee shall not have authority to manage INL/BEA assets or resources. The Director is accountable to the CAES Steering Committee, is responsible for coordinating the CAES Members' activities, is responsible for overseeing the operation of CAES, and is responsible for coordinating the activities of the CAES Members with respect to CAES in general. The Director may delegate specific responsibilities to one or more Associate Directors. In carrying out the responsibilities of the Director, the Director shall seek the consensus of the CAES Members with accountability to the CAES Steering Committee;

however, to the extent circumstances require, the Director shall have reasonable discretion in making decisions regarding CAES and the operation of CAES subject to applicable laws, regulations, and contractual commitments of the CAES Members. The primary duties of the Director include the following:

- Lead, develop, oversee implementation of the CAES Strategic Plan in consultation with the Steering Committee,
- Lead regular reviews of CAES programs and CAES program strategies and develop options for modifications thereof,
- Consult with the university CAES Members regarding the appointment of their respective Associate Director positions,
- Serve as primary liaison and coordinator for engaging commercial and industrial entities to have work performed at CAES and/or collaborate with CAES Members in order to perform research and development work,
- Oversee the operations and activities of CAES according to the policies and procedures approved by the CAES Steering Committee,
- Develop, in collaboration with the other CAES Members, operational policies for CAES, for approval by the CAES Steering Committee,
- Develop and present an annual budget and an annual report to the CAES Steering Committee,
- Identify, obtain, and leverage new funding sources for supporting and creating CAES programs,
- Implement and annually update the CAES Strategic plan, and
- Oversee CAES programs.

1.3.2. CAES Associate Director(s) – INL/BEA. On an on-going basis, if the Director is an employee of BEA, BEA shall not in addition designate a BEA employee or employees as INL/BEA Associate Director(s). However, if the Director is not a BEA employee, BEA shall designate one or more employees as INL/BEA Associate Director(s). The INL/BEA Associate Director(s) shall assist in the responsibilities of the Director with particular respect to the operations of the CAES Building and BEA compliance with the terms of Lease Agreement No. 00049377 as well as, but not limited to the following:

- Identify and obtain substantial research programs that align with the CAES Strategic Plan,
- Work collaboratively to build sustained student networks benefitting the respective strategies of CAES collaborators,
- Provide oversight of INL/BEA's CAES resources and assets including INL/BEA's CAES-related operating budgets and human capital strategies,
- Support and provide leadership (particularly from an INL perspective) in implementing the CAES Strategic Plan,
- Provide technical and strategic leadership of INL's Lab Directed Research and Development portfolio pertaining to CAES,

- Manage INL's CAES-related professional and leadership development budget,
- Support INL's CAES-related performance assurance activities,
- Identify and avoid or mitigate performance, reputation, and potential liability related risks which may arise from CAES activities and operations,
- Support INL cross cutting initiatives involving CAES,
- Assist in the development and coordination of CAES activities,
- Actively support and participate in commercial and industrial efforts,
- Coordination of commercial and industrial efforts for which Director is responsible, and other duties as may reasonably be delegated by the Director.

1.3.3. CAES Associate Directors - Universities. Each of the other CAES Members: UI, ISU and BSU, shall each designate respective university Associate Director or Directors for CAES. The university Associate Director positions for each university CAES Member shall be funded via mutually acceptable written agreements between the parties thereof. Each university CAES Member shall hire the university Associate Director or Directors for its institution, in consultation with the CAES Director and BEA CAES Associate Director; the respective university Associate Director shall be an employee of the hiring institution. The university Associate Directors shall be responsible for coordinating CAES activities at their respective institutions; however, except as delegated by the Director, the university Associate Directors do not have decision making authority for general CAES Building operations. The university Associate Directors shall be accountable to the CAES Director for the fraction of their time supported by their respective mutually acceptable written agreement between the parties thereof. The university Associate Directors' primary duties may include the following:

- Identify and obtain substantial research programs that align with the CAES Strategic Plan,
- Work collaboratively to build sustained student networks benefitting the respective strategies of CAES collaborators,
- Recruit CAES Investigators,
- Serve as CAES program leads for their respective university and participate in the daily operational decisions for CAES,
- Assist in the development and coordination of CAES activities,
- Hire and supervise administrative staff for their respective university at the CAES site,
- Develop and manage CAES site budgets,
- Actively support and participate in commercial and industrial efforts,
- Direct CAES educational, training, and research activities for their respective university,
- Provide an annual financial report for the previous fiscal and reporting year to the Director of expenses and funds available to the Associate Director for CAES activity,
- Serve as the contact person for their respective university regarding the undertakings and obligations set out in this Agreement,
- Support and provide leadership (particularly from the perspective of their respective university) in implementing the CAES Strategic Plan,

- Identify and avoid or mitigate performance, reputation, and potential liability related risks which may arise from CAES activities and operations, and
- Coordination of commercial and industrial efforts for which Director is responsible, and other duties as may reasonably be delegated by the Director.

1.3.4. Steering Committee. The Steering Committee shall consist of one representative from each CAES Member and one *ex officio* member. The representative from each of the university CAES Members shall be the Vice President for Research, or equivalent for that university institution, unless otherwise designated in writing by that university institution. The Steering Committee will be chaired by the INL Deputy Laboratory Director of Science and Technology. The CAES Director shall serve as an *ex officio* member of the CAES Steering Committee. The Steering Committee shall have strategic oversight for CAES, including setting or revising the mission, developing a strategic plan, and providing policy oversight and scientific direction. The Steering Committee shall approve all policies, procedures, and guidelines as are necessary for the conduct of CAES as a consortium and its common operations. The Steering Committee shall conduct an annual review of the CAES Director, and which the respective employing CAES Member shall take into consideration when performing its annual employee review of the CAES Director. The Director and the CAES Steering Committee may jointly form *ad hoc* advisory committees as needed for scientific advice and/or other assistance.

1.3.5. Executive Board. The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director[s], and the university Associate Directors from BSU, ISU and UI, with one vote allocated to each university CAES Member as follows:

- The Director is a voting member and serves as the Chair.
- The BEA Associate Director[s] shall vote (to the extent of one vote for BEA irrespective of the number of BEA Associate Directors appointed by BEA), provided that during any term when the Director is a BEA employee, the Director (not the BEA Associate Director[s]) shall hold the voting privilege for BEA.
- The university Associate Director[s] of each member university institution are voting members of the CEB (to the extent of one vote per member institution, irrespective of the number of Associate Directors appointed by such member institution, and the Director shall hold the vote for the Director's institution), provided that during a term when the Director is the employee of a member institution, the Director (and not the Associate Director[s] of such member institution) shall hold the voting privilege for such member institution.

Voting ties shall be resolved via the dispute resolution mechanism under Section 4.9 of this Consortium Agreement.

The CEB provides operational oversight for all CAES activities, including Industry Collaborations. The CEB will meet no less than quarterly. The CEB provides direction and

leadership, with specified decision making authority, for commercial and industrial efforts, convenes and disbands committees as deemed necessary to facilitate CAES activities, and monitors all programmatic and financial activities of CAES. The CEB shall keep records of its meetings and individual votes of the CEB Members with respect to funding decisions, or otherwise shall be recorded, and records retained by the Director.

1.4. Limitations of authority granted herein. All authority granted in this Agreement is subject and subservient to the controlling authority of each CAES Member, other research sponsors, the CAES Members' contracts with the U. S. Government, including BEA's DOE management and operating contract, agreements and subcontracts entered into by BEA thereunder with the other CAES Members or non-CAES Member entities, and to any superseding statutory or regulatory requirements.

1.5. CAES Building. CAES is housed at the premises described in the Lease Agreement and/or subsequent lease agreements as may be entered into by the CAES Members regarding CAES. Use of facilities within the CAES Building shall be as described in the Lease Agreement and the Tenant Use Agreement. CAES Members will cooperate by building capability and by sharing access to their scientific facility resources within the CAES Building as appropriate and at their discretion, consistent with the intent to provide researchers employed by CAES Members, and from other institutions as invited and permitted, to have the greatest available access to the facilities in the CAES Building and to the intellectual community interactions created by the CAES Members.

Article 2. Financial Management.

2.1. Principles of Financial Management. CAES Members shall work together to foster a positive collaborative and research friendly culture by endeavoring to use, develop, and maintain cost effective processes and exercise sound judgment in the use of separate agreements that are appropriate and/or as may be required for the CAES Members to perform work, meet invoicing and payment obligations, and to otherwise properly receive, manage, and transfer funds among the CAES Members and non-CAES member parties in the furtherance of CAES in light of all known applicable laws, regulations, contractual commitments and obligations, accounting principles, and policies of the CAES Members.

2.2. CAES Fiscal Year. The operation of CAES shall generally be reported on a fiscal year beginning on October 1 and ending September 30.

2.3. Budget. Each CAES Member shall be responsible for setting its respective and the annual collective CAES budget in accordance with the CAES fiscal year.

2.4. Financial Record Keeping. The CAES Members shall maintain a complete file of all material records, documents, communications, and other materials in accordance with their normal respective practices that pertain to financial transactions under this Agreement for a

period of three (3) years from the date of final payment, unless the award documents or controlling agreements require records be retained for a longer period.

2.5. Audit. All audits between the CAES Members will be in accordance with the relevant funding agreement(s), or other agreement(s), for the subject transaction(s) of each audit that may be conducted among, or on behalf of, the CAES Members.

2.6. Conducting, Funding, and Accounting of Transactions between CAES Members and with non-CAES Member entities. The following non-exhaustive listing provides exemplary and representative agreements that may be available and suitable for use by the CAES Members to conduct work, perform research and development, exchange confidential/proprietary information, and/or provide other goods or services among the CAES Members and non-CAES Member entities. It is envisioned the CAES Members will periodically update and provide each other current copies of such template agreements or representative agreements for reference as may be deemed useful and beneficial. It is understood by the CAES Members such template agreements may not be suitable as drafted and thus may require editing or modification to be mutually suitable by the parties contemplating entering into such agreements in light of the nature of the subject transaction and other factors.

Titles of Exemplary University Agreements:

University of Idaho Sponsored Research Agreement (UI SRA) – For Federally or Non-Federally Funded research by UI on behalf of a Sponsor

University of Idaho Research Services Agreement (UI RSA) – For provision of research-related services to Federal or Non-Federal entities.

University of Idaho License Agreement (UI License) – For licensing by Sponsor or other parties of UI intellectual property rights.

University of Idaho Non-Disclosure Agreement (UI NDA) – For protection of UI and/or Sponsor confidential (non-classified), proprietary, business sensitive, and other non-publically available information with no funding and no obligation to perform work

UI Material Transfer Agreement (UI MTA) – For non-monetary transfer of proprietary research material(s) into or out of UI and maintenance of provider ownership and intellectual property rights in the transferred material(s).

Boise State University Sponsored Research Agreement – for funded research or research-related activities performed by BSU on behalf of a sponsor.

Boise State University Service Agreement – for provision of BSU services to a sponsor.

Boise State University Short Form Sponsored Project Agreement – for funded activities performed by BSU on behalf of an industry member.

Boise State University Contract for Services – for provision of services by vendors on behalf of BSU.

Boise State University Option Agreement – for use in connection with an option to BSU intellectual property rights.

Boise State University Exclusive License Agreement – for use in connection with an exclusive license of BSU intellectual property rights.

Boise State University Non-exclusive License Agreement – for use in connection with a nonexclusive license of BSU intellection property rights.

Boise State University One-way Nondisclosure Agreement – for protection of BSU proprietary information.

Boise State University Mutual Nondisclosure Agreement – for mutual exchange and protection of proprietary information.

Titles of Exemplary Federal and State Grant Agreements:

None listed - the CAES Members understand and agree not to accept terms that may introduce problems for compliance, are at odds with governing policies, or unnecessarily reduce the possibility for collaboration between the members.

Titles of Exemplary INL (DOE M&O Contractor) Agreements:

Subcontract - Primarily Federally funded, can be Non-Federally Funded in certain circumstances

Work for Others (WFO) Agreement – Federally and Non-Federally funded research and development on behalf of a Sponsor

Cooperative Research and Development Agreement (CRADA) – For collaborative Federally and non-Federally funded research and development with a Participant

Joint Appointment Agreement – Federally and non-Federally funded employee appointments from a home institution to a receiving institution

National User Facility Agreement – Generally no funding, however, can potentially be Federally funded via a separate Subcontract in certain circumstances

Non-Disclosure Agreement – Obligations to protect confidential (non-classified), proprietary, business sensitive, and other non-publically available information with no funding and no obligation to perform work

Agreement to Commercialize Technology – Somewhat similar to Work For Others Agreement with potential to more flexibly negotiate mutually acceptable terms and conditions under certain circumstances

2.7. Periodic Settlement of Accounts Between the CAES Members. The CAES Members each acknowledge the need for the collaborative efforts of all CAES Members to be enhanced by establishing mutually agreed mechanisms to aid in the CAES operations through common and/or shared efforts and common and/or shared expenses for labor, services or material needs among the CAES Members and incidental to the overall operations of CAES. The CEB and the Director shall be responsible for identifying these commonalities and establishing the appropriate mechanisms and means for addressing them. These mechanisms and means may include shared expenses for the routine and normal operation of CAES including, for example, expenses incurred by a CAES Member to provide administrative and incidental services or materials to one or more of the other CAES Members to further the day-to-day activities being conducted at the CAES Building, or in furtherance of CAES, in accordance with this Agreement and agreed upon periodic settlement of accounts arising from such common and/or shared expenses. The Director shall report the progress in this area to the Steering Committee at each Steering Committee meeting until the Steering Committee determines otherwise.

Article 3: Member Obligations.

3.1. General Obligations. CAES Members agree to develop CAES as a national research and education center, consistent with the CAES Strategy and Mission and with the respective missions of the CAES Members. Each Member has the responsibility to work actively towards fulfilling the CAES Strategy and Mission and to cooperate with each other in the furtherance of CAES. Such responsibilities include, but are not be limited to, the following activities:

3.1.1. Seek opportunities for collaboration on research projects, including projects that will use CAES Membership resources;

3.1.2. Participate in educational and research activities designed to accomplish the CAES Mission;

3.1.3. Share research and education resources as appropriate;

3.1.4. Lead and participate in CAES efforts to secure funding in support of CAES activities, and work together to develop sustainable funding mechanisms for CAES;

3.1.5. Make available and share space within the CAES Building while working with the other CAES Members as appropriate and to the extent available, for CAES located staff, equipment and visitors; and

3.1.6. Manage the respective resources each CAES Member commits or makes available to CAES efforts and projects, including but not limited to, resources such as human capital, financial capital, tangible property, intangible property such as intellectual property.

3.2. Research Proposals. Each CAES Member shall coordinate through its Office of Sponsored Programs, applicable INL Directorate, or the appropriate alternative, to submit any funding proposal, whether private or public, that proposes to do work at CAES or under the auspices of CAES, to the CAES Director for review and approval. The Director shall review all such proposals prior to submission, for the sole purpose of determining whether the proposed research fits within the CAES mission and can be conducted through CAES in light of other obligations and compliance considerations. The Director, in consultation with the Associate Directors, may disallow proposed CAES research that is inconsistent with the CAES mission or that may not be accommodated based on other obligations or compliance considerations. Any decision by the Director to disallow proposed research shall be provided in writing to the CAES Member proposing the research and referred to the CEB for a vote.

3.3. Research Compliance.

3.3.1. Subject matter of the research. Each CAES Member shall be responsible for all local, state and federal compliance obligations relating to the subject matter of the research or work conducted by its employees. Compliance obligations, which may be subject to other written arrangements among the CAES Members, include but are not limited to compliance with laws relating to export controls, biohazards, animal care and use, radiation safety, human subjects, and use, storage, and transport of hazardous substances.

3.3.2. Location of the research. For all research conducted in the CAES Building, CAES Members and their visitors shall comply, at a minimum, with all applicable health, security, and safety requirements, policies and guidelines.

3.3.3. Compliance violations. Any CAES Member with reason to believe that any individual within the CAES Building is acting in violation of applicable compliance requirements, is engaging in scientific misconduct or other misconduct, shall notify the employer of the individual, through the Director or appropriate Associate Director. The Director or the respective Associate Director may, if determined to be necessary in the interest of health and safety, order that the non-compliant or misconduct activity halt immediately until the activity can be appropriately investigated. Any such investigation shall be conducted in accordance with the applicable policies of the home, e.g. employer, CAES Member institution.

3.4. **Intellectual Property.**

3.4.1. Ownership. Ownership of intellectual property, including but not limited to patent rights, copyrights, trademarks, and trade secrets, which are conceived, reduced to practice, and/or created as a result of this Agreement, or as a result of work or other activities being performed at CAES or in association with CAES, shall be governed by applicable federal and state laws and applicable agreements, including but not limited to, as applicable: BEA's DOE management and operating agreement, funded and unfunded research agreements, sponsored agreements and grants, cooperative agreements, employment/employee agreements, joint appointment agreements, subcontracts, non-employee visitor agreements, loaned employee agreements, intellectual property assignments, intellectual property management agreements, and other written agreements under which such intellectual property is specifically the subject of or was actually or constructively created/reduced to practice thereunder. In any case, this Agreement shall not, in and of itself, govern intellectual property ownership, licensing, or management of intellectual property among or between the CAES members, their employees, or others except regarding the use of the CAES name, logo, and marks by the CAES Members as set forth below in Article 3.6.

3.5. **Personal Property.**

3.5.1. Ownership. CAES Members shall retain ownership or possession of the personal property each Member brings to the CAES Building and acquires during its occupancy. Ownership or possession of personal property acquired with public or private funds shall be in accordance with the policies of the home institution of the principal investigator and as supplemented by the terms of the applicable research, funding, or other agreement. Each Member shall be responsible for adequately insuring its personal property, and for transporting, maintaining, and disposing of its property.

3.5.2. Donated property. All personal property donated for CAES Member or CAES purposes shall be donated to a specific CAES Member and that Member will own the donated property and, subject to any gift restrictions in the donative documents, operate it as a gift restricted to use for purposes consistent with the CAES mission, for so long as such use is feasible.

3.5.3. Permission for major scientific apparatus. A CAES Member may not bring a major scientific apparatus property item into the Building without the approval of, and coordination with, the CEB. A "major" scientific apparatus as used herein refers to any item determined by the CEB to have a significant impact on space allocation, operating costs, suitability, or functionality for the CAES Building, and includes by way of example, but is not limited to, items such as a mass spectrometer, an electron microscope, a large centrifuge, a NMR spectrometer, diffractometer, or the like. A CAES Member (or team of CAES Members) who brings a major scientific apparatus to the CAES Building shall be responsible for the maintenance and upkeep of such item, for safe operation of the item, including any necessary

training and safety measures, and for managing the use of the item in accordance with applicable requirements.

3.5.4. Use of major scientific apparatus. CAES Members who bring a major scientific apparatus to the CAES Building shall, to the extent possible, operate apparatus for the shared benefit of CAES Members. For such items of shared use, the owning Member shall be responsible for establishing a re-charge cost recovery center with approved use rates in accordance with applicable state and federal requirements. Such items will be dedicated first for use in completing the respective scope of work, second to CAES Member investigators for use in conducting other CAES projects, and third to other faculty/staff of the CAES Members.

3.6. Use of CAES name, logo and marks. The CAES name, logo, trade and service marks, and the goodwill associated therewith as they exist and are either collectively or individually used by the CAES Members at the time of execution of this Agreement and thereafter, shall be considered the jointly held property of the CAES Members (and subject to BEA's DOE Contract with respect to BEA's ownership interest). CAES Members agree to use the CAES name, logo, and marks only in association with the CAES building, mission, and activities as mutually envisioned and as mutually agreed upon by the CAES Members in this Agreement or other duly executed mutually acceptable agreements. In no case may the CAES name, logo, marks, and associated goodwill be used for non-CAES oriented and benefitting purposes, nor may a single or less than all CAES Members authorize or license use of the CAES name, logo, or marks by a non-CAES Member entity without the expressed written permission of each of the CAES Members. The use of the CAES name, logo, marks, and the associated goodwill thereof by each CAES Member under and in accordance with this Consortium Agreement, but not including licensing or sublicensing of non-CAES Member entities, will be without accounting to the other CAES Members.

3.7. Hold Harmless. Each CAES Member, to the extent not prohibited under applicable federal and state laws, shall hold free and harmless, with no obligation to indemnify whatsoever, each of the other CAES Members against claims, suits, causes of actions, expenses, damages, and liabilities, known and unknown, and including legal expenses and attorneys fees, incurred for or on account of any injury, loss, or damage arising out of or in connection with this Agreement to the extent such injury, loss, or damage results from the other CAES Member(s) engaging in negligence, willful misconduct, or a breach of a material term of this Agreement. It is acknowledged each CAES Member may have and may enter into separate written agreements relating to the subject matter of this paragraph.

3.8. Organizational Conflicts of Interest. Each CAES Member will endeavor to avoid or appropriately mitigate personal and organizational conflicts of interest with respect to work contemplated to be performed at CAES and in connection with CAES in accordance with the procedures and practices of the respective CAES Member. Should a potential or actual personal conflict of interest or organization conflict of interest be identified that is not mutually resolvable by the relevant CAES Members within one (1) calendar month of being identified,

such will be resolved in accordance with Section 4.9. Dispute Resolution, unless otherwise agreed in writing by all of the CAES Members.

3.9. Export Compliance. Each CAES Member is responsible to ensure the proper identification, access, control and disposition of all commodities, technology, technical data and items subject to export control laws. These laws include, without limitation, the Arms Export Control Act, the Export Administration Act, the International Economic Emergency Powers Act, the Atomic Energy Act, the Nuclear Non-Proliferation Act and regulations issued pursuant to these including the Export Administration Regulations (EAR) (15 CFR Parts 730-774), the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130), and the Nuclear Regulatory Commission and Department of Energy export regulations (10 CFR Parts 110 and 810). The CAES Members acknowledge that export control requirements may change and that the export of goods, technical data or services from the U.S. without an export license or other governmental authorization may result in criminal and/or other liability. Each CAES Member agrees that it will not export, re-export or otherwise transfer, directly or indirectly, commodities, technology or technical data in violation of U.S. export control laws and regulations. Each CAES Member is fully responsible for its own compliance with laws and regulations governing export controls in the performance of this Agreement and acknowledges that it can contact the U.S. Departments of Commerce, State, Energy and Treasury for guidance as to applicable licensing requirements and other restrictions. This Agreement does not provide any express or implied Governmental export authorization or export license.

3.10. Confidentiality.

3.10.1 Upon mutually identified reasons for CAES Members and/or non-CAES Member entities to agree in writing to protect confidential (non-classified), proprietary information, or other business sensitive non-publically available information or materials regarding CAES Members performing CAES activities that are not addressed and subject to other written agreements, the CAES Members shall negotiate separate specific agreements, such as by way of a non-disclosure agreement containing mutually acceptable terms and conditions.

3.10.2 In the absence of executed non-disclosure agreements or other agreements specifically authorizing and addressing the exchange of confidential, proprietary, business sensitive, or other non-publically available information among the relevant CAES Members, including such information that may be obtained from non-CAES Member entities, the CAES Members shall not exchange or provide such information without first properly putting into place a mutually acceptable agreement.

3.10.3 This Consortium Agreement as executed by the parties hereto is not deemed to contain, confidential, proprietary, business sensitive, or other non-publically available information.

Article 4. General Terms.

4.1. Term. This Consortium Agreement shall be effective on the date that all CAES Members have fully executed the Agreement and shall continue indefinitely until terminated as prescribed below.

4.2. Termination and Withdrawal. Any CAES Member may terminate its participation under this Agreement and withdraw from the CAES Building with six (6) calendar months written notice to the other CAES Members. In the event of such termination and withdrawal, and provided that remaining CAES Members are continuing to occupy the CAES Building, the terminating CAES Member shall be obligated to quit the building, and to either relocate or complete any CAES related work by the effective date of termination, or to terminate such work as of the date of termination or prior to, and return unexpended funds to the applicable sponsor. Termination and withdrawal shall terminate that Member's obligations and rights, under this Agreement, subject to the terms and conditions of other written agreements and obligations set forth in this Agreement noted to survive the termination of this Agreement.

4.3. Approval and Amendments. This Agreement and any modifications thereto shall be subject to the written approval of the duly authorized representatives of all of the CAES Members and shall not be effective unless so approved.

4.4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

4.5. Non-use of CAES Member's Names and Trademarks. The CAES Members shall not, without express written consent in each case, use any name, trade name, trademark, or other designation of any other Member in advertising, publicity, promotional, or any other activities.

4.6. Appropriations clause. CAES Member obligations and liabilities, to the extent they are subject to appropriated state or federal funds, shall be subject to the availability of such appropriated funds for the given and respective fiscal year of each CAES Member.

4.7. Assignment. No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by any CAES Member, without the written approval of all parties to this Agreement with the exception that BEA may assign its rights and obligations under this Agreement to a successor management and operating contractor, DOE, or DOE's designee.

4.8. Third Party Rights. Except as otherwise stated, this Agreement shall inure to the benefit of and be binding only upon the Parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are awarded or implied unless

provided herein. This Agreement is not intended and does not create a joint venture or any other type of legal entity.

4.9. Dispute Resolution. Any dispute concerning performance or otherwise arising under this Agreement that cannot be resolved at the operating level, shall be stated in writing by the complaining CAES Members and presented to the other CAES Members for consideration by the CEB. If CEB does not reach resolution within one (1) calendar month, the parties shall forward the written presentation of the dispute to the Steering Committee. Any dispute not resolved by the Steering Committee within one (1) calendar month shall be forwarded to the Presidents of the CAES Member universities and the Laboratory Director of INL. Failing resolution by the Presidents and Laboratory Director within one (1) calendar month, the dispute shall be submitted in writing by the CAES Members to either non-binding or binding arbitration as follows in 4.10.

4.10. Arbitration. Upon separate mutual written agreement by the complaining CAES Members having a claim or dispute arising from or as a result of this Agreement may be submitted for either non-binding or binding resolution to the American Arbitration Association and shall be resolved by the American Arbitration Association in accordance with its rules of procedure except as such rules may be otherwise modified by separate mutual written agreement by the complaining CAES Members.

4.11. Venue and Governing Law. Any legal, including arbitration, proceeding instituted between the parties shall be in the state of Idaho. This Agreement and claims or disputes arising from or as a result of this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho and by applicable federal laws.

4.12. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing.

4.13 Contacts. The following respective contact information for each of the CAES Members regarding formal correspondence under or related to this Consortium Agreement is set forth in Appendix B, which will be updated as necessary.

4.14 Surviving Terms and Conditions. At a minimum, the following Articles will survive the termination or expiration of this Agreement: 3.4 – Intellectual Property; 3.6 – Use of CAES name, logo, and marks; 3.7 – Hold Harmless; 3.9 – Export Compliance; 4.5 – Non-use of CAES Member's Names and Trademarks; 4.9 – Dispute Resolution; 4.10 – Arbitration; 4.11 and Venue and Governing Law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

BATTELLE ENERGY ALLIANCE, LLC

By: [signature]

Name: S.E. Anmeler

Title: Assoc. Lab Director

Date: 5-24-13

IDAHO STATE UNIVERSITY

By: [signature]

Name: Howard Grimes

Title: Vice President for Research & Economic Development

Date: 24 May 2013

BOISE STATE UNIVERSITY

By: [signature]

Name: Mark Rudin

Title: Vice President Research Econ Dev.

Date: 5/24/13

UNIVERSITY OF IDAHO

By: [signature]

Name: John K. McIver

Title: V Pres. Res & Econ Dev

Date: 24 May 2013

CONSORTIUM AGREEMENT

Among

BATTELLE ENERGY ALLIANCE
BOISE STATE UNIVERSITY
IDAHO STATE UNIVERSITY
UNIVERSITY OF IDAHO

For the

CENTER FOR ADVANCED ENERGY STUDIES

CONSORTIUM AGREEMENT
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CONSORTIUM AGREEMENT

AMONG BATTELLE ENERGY ALLIANCE, BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY, AND UNIVERSITY OF IDAHO

FOR THE CENTER FOR ADVANCED ENERGY STUDIES

This Consortium Agreement is entered into by and among Battelle Energy Alliance, Boise State University, Idaho State University, and the University of Idaho.

RECITALS

WHEREAS, the Center for Advanced Energy Studies ("CAES") is a consortium that performs world class advanced energy research and education to address, from a scientific and technical perspective, problems that are critical to the Nation;

WHEREAS, CAES currently has a primary physical location at University Place in Idaho Falls, Idaho, ("CAES Building"); however, CAES activities may take place at locations other than the CAES Building;

WHEREAS, the CAES founding members are: Boise State University ("BSU"), Idaho State University ("ISU"), the University of Idaho ("UI"), and Battelle Energy Alliance ("BEA") which manages and operates the Idaho National Laboratory ("INL") for the U.S. Department of Energy (DOE) under BEA's DOE Management and Operating Contract No. DE-AC07-05ID14517, with all the heretofore named entities hereafter referred to as "the CAES Members;"

WHEREAS, the CAES Members entered into a Memorandum of Agreement (MOA) last dated January 25, 2006, which described the Members' intentions regarding the establishment of CAES;

WHEREAS, ISU and BEA entered into Lease Agreement No. 00049377 regarding the CAES Building in October 2006;

WHEREAS, the CAES Members entered into a Tenant Use Agreement for use of the CAES Building in February 2009;

WHEREAS, the CAES Members have drafted a Strategic Plan in September 2011 that sets forth the CAES Members' missions and goals for CAES;

WHEREAS, CAES has now been successfully established and is actively in pursuit of the mission and goals of CAES as described in the Strategic Plan, MOA, and other supporting documents; and

WHEREAS, the CAES Members now desire to enter into this Consortium Agreement (also referred to as Agreement) to formalize the CAES Members' collaborative efforts regarding CAES and describe the respective responsibilities and roles of the CAES Members.

NOW, THEREFORE, in recognition of the mutual benefits of CAES and of the consideration provided herein, the CAES Members mutually agree as follows:

Article 1: CAES Consortium

1.1. Purpose and Precedence of Agreement. This Consortium Agreement is the primary governing agreement for the collaborative effort among the CAES Members regarding the operation of CAES as a consortium. To the extent there is any conflict between this Agreement and the MOA, this Agreement supersedes the MOA. The CAES Members also have entered into a Tenant Use Agreement, dated February 4, 2009. ISU and BEA also have entered a Lease Agreement (Lease) for the CAES premises, which has been acknowledged and consented to by UI and BSU, and which incorporates the Tenant Use Agreement. To the extent possible, these documents all shall be interpreted together with the same meaning given to all terms. In the event of a conflict, the order of precedence shall be the Lease, the Tenant Use Agreement, and this Consortium Agreement. Subsequent agreements entered into between the CAES Members shall not be subject to this Agreement, unless otherwise specifically stated in such agreements.

1.2. CAES status. CAES is a collaborative effort of the CAES Members. CAES is operated pursuant to the legal authority of each CAES Member; CAES does not have standing as a separate legal entity. Furthermore, CAES Members shall not engage in activities under this Agreement that could result in the formation of an informal partnership among any or all of the CAES Members. Furthermore, no CAES Member is an agent of another CAES Member solely by way of this Agreement. However, there is a potential that one or more of the university CAES Members may be able to act as an agent, or on behalf of, to at least some extent, of one or more of the other university CAES Members, but not BEA, by way of a properly executed separate instrument such as an appropriate and duly executed Joint Powers agreement.

1.3. Organizational Structure.

1.3.1. CAES Director. The CAES (Director) shall be an employee selected from any of the CAES Members by the CAES Members consulting and reaching mutual consent on the selection by way of the Steering Committee, or other designee of each CAES Member. However, a Director who is not a BEA employee shall not have authority to manage INL/BEA assets or resources. The Director is accountable to the CAES Steering Committee, is responsible for coordinating the CAES Members' activities, is responsible for overseeing the operation of CAES, and is responsible for coordinating the activities of the CAES Members with respect to CAES in general. The Director may delegate specific responsibilities to one or more Associate Directors. In carrying out the responsibilities of the Director, the Director shall seek the consensus of the CAES Members with accountability to the CAES Steering Committee;

however, to the extent circumstances require, the Director shall have reasonable discretion in making decisions regarding CAES and the operation of CAES subject to applicable laws, regulations, and contractual commitments of the CAES Members. The primary duties of the Director include the following:

- Lead, develop, oversee implementation of the CAES Strategic Plan in consultation with the Steering Committee,
- Lead regular reviews of CAES programs and CAES program strategies and develop options for modifications thereof,
- Consult with the university CAES Members regarding the appointment of their respective Associate Director positions,
- Serve as primary liaison and coordinator for engaging commercial and industrial entities to have work performed at CAES and/or collaborate with CAES Members in order to perform research and development work,
- Oversee the operations and activities of CAES according to the policies and procedures approved by the CAES Steering Committee,
- Develop, in collaboration with the other CAES Members, operational policies for CAES, for approval by the CAES Steering Committee,
- Develop and present an annual budget and an annual report to the CAES Steering Committee,
- Identify, obtain, and leverage new funding sources for supporting and creating CAES programs,
- Implement and annually update the CAES Strategic plan, and
- Oversee CAES programs.

1.3.2. CAES Associate Director(s) – INL/BEA. On an on-going basis, if the Director is an employee of BEA, BEA shall not in addition designate a BEA employee or employees as INL/BEA Associate Director(s). However, if the Director is not a BEA employee, BEA shall designate one or more employees as INL/BEA Associate Director(s). The INL/BEA Associate Director(s) shall assist in the responsibilities of the Director with particular respect to the operations of the CAES Building and BEA compliance with the terms of Lease Agreement No. 00049377 as well as, but not limited to the following:

- Identify and obtain substantial research programs that align with the CAES Strategic Plan,
- Work collaboratively to build sustained student networks benefitting the respective strategies of CAES collaborators,
- Provide oversight of INL/BEA's CAES resources and assets including INL/BEA's CAES-related operating budgets and human capital strategies,
- Support and provide leadership (particularly from an INL perspective) in implementing the CAES Strategic Plan,
- Provide technical and strategic leadership of INL's Lab Directed Research and Development portfolio pertaining to CAES,

- Manage INL's CAES-related professional and leadership development budget,
- Support INL's CAES-related performance assurance activities,
- Identify and avoid or mitigate performance, reputation, and potential liability related risks which may arise from CAES activities and operations,
- Support INL cross cutting initiatives involving CAES,
- Assist in the development and coordination of CAES activities,
- Actively support and participate in commercial and industrial efforts,
- Coordination of commercial and industrial efforts for which Director is responsible, and other duties as may reasonably be delegated by the Director.

1.3.3. CAES Associate Directors - Universities. Each of the other CAES Members: UI, ISU and BSU, shall each designate respective university Associate Director or Directors for CAES. The university Associate Director positions for each university CAES Member shall be funded via mutually acceptable written agreements between the parties thereof. Each university CAES Member shall hire the university Associate Director or Directors for its institution, in consultation with the CAES Director and BEA CAES Associate Director; the respective university Associate Director shall be an employee of the hiring institution. The university Associate Directors shall be responsible for coordinating CAES activities at their respective institutions; however, except as delegated by the Director, the university Associate Directors do not have decision making authority for general CAES Building operations. The university Associate Directors shall be accountable to the CAES Director for the fraction of their time supported by their respective mutually acceptable written agreement between the parties thereof. The university Associate Directors' primary duties may include the following:

- Identify and obtain substantial research programs that align with the CAES Strategic Plan,
- Work collaboratively to build sustained student networks benefitting the respective strategies of CAES collaborators,
- Recruit CAES Investigators,
- Serve as CAES program leads for their respective university and participate in the daily operational decisions for CAES,
- Assist in the development and coordination of CAES activities,
- Hire and supervise administrative staff for their respective university at the CAES site,
- Develop and manage CAES site budgets,
- Actively support and participate in commercial and industrial efforts,
- Direct CAES educational, training, and research activities for their respective university,
- Provide an annual financial report for the previous fiscal and reporting year to the Director of expenses and funds available to the Associate Director for CAES activity,
- Serve as the contact person for their respective university regarding the undertakings and obligations set out in this Agreement,
- Support and provide leadership (particularly from the perspective of their respective university) in implementing the CAES Strategic Plan,

- Identify and avoid or mitigate performance, reputation, and potential liability related risks which may arise from CAES activities and operations, and
- Coordination of commercial and industrial efforts for which Director is responsible, and other duties as may reasonably be delegated by the Director.

1.3.4. Steering Committee. The Steering Committee shall consist of one representative from each CAES Member and one *ex officio* member. The representative from each of the university CAES Members shall be the Vice President for Research, or equivalent for that university institution, unless otherwise designated in writing by that university institution. The Steering Committee will be chaired by the INL Deputy Laboratory Director of Science and Technology. The CAES Director shall serve as an *ex officio* member of the CAES Steering Committee. The Steering Committee shall have strategic oversight for CAES, including setting or revising the mission, developing a strategic plan, and providing policy oversight and scientific direction. The Steering Committee shall approve all policies, procedures, and guidelines as are necessary for the conduct of CAES as a consortium and its common operations. The Steering Committee shall conduct an annual review of the CAES Director, and which the respective employing CAES Member shall take into consideration when performing its annual employee review of the CAES Director. The Director and the CAES Steering Committee may jointly form *ad hoc* advisory committees as needed for scientific advice and/or other assistance.

1.3.5. Executive Board. The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director[s], and the university Associate Directors from BSU, ISU and UI, with one vote allocated to each university CAES Member as follows:

- The Director is a voting member and serves as the Chair.
- The BEA Associate Director[s] shall vote (to the extent of one vote for BEA irrespective of the number of BEA Associate Directors appointed by BEA), provided that during any term when the Director is a BEA employee, the Director (not the BEA Associate Director[s]) shall hold the voting privilege for BEA.
- The university Associate Director[s] of each member university institution are voting members of the CEB (to the extent of one vote per member institution, irrespective of the number of Associate Directors appointed by such member institution, and the Director shall hold the vote for the Director's institution), provided that during a term when the Director is the employee of a member institution, the Director (and not the Associate Director[s] of such member institution) shall hold the voting privilege for such member institution.

Voting ties shall be resolved via the dispute resolution mechanism under Section 4.9 of this Consortium Agreement.

The CEB provides operational oversight for all CAES activities, including Industry Collaborations. The CEB will meet no less than quarterly. The CEB provides direction and

leadership, with specified decision making authority, for commercial and industrial efforts, convenes and disbands committees as deemed necessary to facilitate CAES activities, and monitors all programmatic and financial activities of CAES. The CEB shall keep records of its meetings and individual votes of the CEB Members with respect to funding decisions, or otherwise shall be recorded, and records retained by the Director.

1.4. Limitations of authority granted herein. All authority granted in this Agreement is subject and subservient to the controlling authority of each CAES Member, other research sponsors, the CAES Members' contracts with the U. S. Government, including BEA's DOE management and operating contract, agreements and subcontracts entered into by BEA thereunder with the other CAES Members or non-CAES Member entities, and to any superseding statutory or regulatory requirements.

1.5. CAES Building. CAES is housed at the premises described in the Lease Agreement and/or subsequent lease agreements as may be entered into by the CAES Members regarding CAES. Use of facilities within the CAES Building shall be as described in the Lease Agreement and the Tenant Use Agreement. CAES Members will cooperate by building capability and by sharing access to their scientific facility resources within the CAES Building as appropriate and at their discretion, consistent with the intent to provide researchers employed by CAES Members, and from other institutions as invited and permitted, to have the greatest available access to the facilities in the CAES Building and to the intellectual community interactions created by the CAES Members.

Article 2. Financial Management.

2.1. Principles of Financial Management. CAES Members shall work together to foster a positive collaborative and research friendly culture by endeavoring to use, develop, and maintain cost effective processes and exercise sound judgment in the use of separate agreements that are appropriate and/or as may be required for the CAES Members to perform work, meet invoicing and payment obligations, and to otherwise properly receive, manage, and transfer funds among the CAES Members and non-CAES member parties in the furtherance of CAES in light of all known applicable laws, regulations, contractual commitments and obligations, accounting principles, and policies of the CAES Members.

2.2. CAES Fiscal Year. The operation of CAES shall generally be reported on a fiscal year beginning on October 1 and ending September 30.

2.3. Budget. Each CAES Member shall be responsible for setting its respective and the annual collective CAES budget in accordance with the CAES fiscal year.

2.4. Financial Record Keeping. The CAES Members shall maintain a complete file of all material records, documents, communications, and other materials in accordance with their normal respective practices that pertain to financial transactions under this Agreement for a

period of three (3) years from the date of final payment, unless the award documents or controlling agreements require records be retained for a longer period.

2.5. Audit. All audits between the CAES Members will be in accordance with the relevant funding agreement(s), or other agreement(s), for the subject transaction(s) of each audit that may be conducted among, or on behalf of, the CAES Members.

2.6. Conducting, Funding, and Accounting of Transactions between CAES Members and with non-CAES Member entities. The following non-exhaustive listing provides exemplary and representative agreements that may be available and suitable for use by the CAES Members to conduct work, perform research and development, exchange confidential/proprietary information, and/or provide other goods or services among the CAES Members and non-CAES Member entities. It is envisioned the CAES Members will periodically update and provide each other current copies of such template agreements or representative agreements for reference as may be deemed useful and beneficial. It is understood by the CAES Members such template agreements may not be suitable as drafted and thus may require editing or modification to be mutually suitable by the parties contemplating entering into such agreements in light of the nature of the subject transaction and other factors.

Titles of Exemplary University Agreements:

University of Idaho Sponsored Research Agreement (UI SRA) – For Federally or Non-Federally Funded research by UI on behalf of a Sponsor

University of Idaho Research Services Agreement (UI RSA) – For provision of research-related services to Federal or Non-Federal entities.

University of Idaho License Agreement (UI License) – For licensing by Sponsor or other parties of UI intellectual property rights.

University of Idaho Non-Disclosure Agreement (UI NDA) – For protection of UI and/or Sponsor confidential (non-classified), proprietary, business sensitive, and other non-publically available information with no funding and no obligation to perform work

UI Material Transfer Agreement (UI MTA) – For non-monetary transfer of proprietary research material(s) into or out of UI and maintenance of provider ownership and intellectual property rights in the transferred material(s).

Boise State University Sponsored Research Agreement – for funded research or research-related activities performed by BSU on behalf of a sponsor.

Boise State University Service Agreement – for provision of BSU services to a sponsor.

Boise State University Short Form Sponsored Project Agreement – for funded activities performed by BSU on behalf of an industry member.

Boise State University Contract for Services – for provision of services by vendors on behalf of BSU.

Boise State University Option Agreement – for use in connection with an option to BSU intellectual property rights.

Boise State University Exclusive License Agreement – for use in connection with an exclusive license of BSU intellectual property rights.

Boise State University Non-exclusive License Agreement – for use in connection with a nonexclusive license of BSU intellection property rights.

Boise State University One-way Nondisclosure Agreement – for protection of BSU proprietary information.

Boise State University Mutual Nondisclosure Agreement – for mutual exchange and protection of proprietary information.

Titles of Exemplary Federal and State Grant Agreements:

None listed - the CAES Members understand and agree not to accept terms that may introduce problems for compliance, are at odds with governing policies, or unnecessarily reduce the possibility for collaboration between the members.

Titles of Exemplary INL (DOE M&O Contractor) Agreements:

Subcontract - Primarily Federally funded, can be Non-Federally Funded in certain circumstances

Work for Others (WFO) Agreement – Federally and Non-Federally funded research and development on behalf of a Sponsor

Cooperative Research and Development Agreement (CRADA) – For collaborative Federally and non-Federally funded research and development with a Participant

Joint Appointment Agreement – Federally and non-Federally funded employee appointments from a home institution to a receiving institution

National User Facility Agreement – Generally no funding, however, can potentially be Federally funded via a separate Subcontract in certain circumstances

Non-Disclosure Agreement – Obligations to protect confidential (non-classified), proprietary, business sensitive, and other non-publically available information with no funding and no obligation to perform work

Agreement to Commercialize Technology – Somewhat similar to Work For Others Agreement with potential to more flexibly negotiate mutually acceptable terms and conditions under certain circumstances

2.7. Periodic Settlement of Accounts Between the CAES Members. The CAES Members each acknowledge the need for the collaborative efforts of all CAES Members to be enhanced by establishing mutually agreed mechanisms to aid in the CAES operations through common and/or shared efforts and common and/or shared expenses for labor, services or material needs among the CAES Members and incidental to the overall operations of CAES. The CEB and the Director shall be responsible for identifying these commonalities and establishing the appropriate mechanisms and means for addressing them. These mechanisms and means may include shared expenses for the routine and normal operation of CAES including, for example, expenses incurred by a CAES Member to provide administrative and incidental services or materials to one or more of the other CAES Members to further the day-to-day activities being conducted at the CAES Building, or in furtherance of CAES, in accordance with this Agreement and agreed upon periodic settlement of accounts arising from such common and/or shared expenses. The Director shall report the progress in this area to the Steering Committee at each Steering Committee meeting until the Steering Committee determines otherwise.

Article 3: Member Obligations.

3.1. General Obligations. CAES Members agree to develop CAES as a national research and education center, consistent with the CAES Strategy and Mission and with the respective missions of the CAES Members. Each Member has the responsibility to work actively towards fulfilling the CAES Strategy and Mission and to cooperate with each other in the furtherance of CAES. Such responsibilities include, but are not be limited to, the following activities:

3.1.1. Seek opportunities for collaboration on research projects, including projects that will use CAES Membership resources;

3.1.2. Participate in educational and research activities designed to accomplish the CAES Mission;

3.1.3. Share research and education resources as appropriate;

3.1.4. Lead and participate in CAES efforts to secure funding in support of CAES activities, and work together to develop sustainable funding mechanisms for CAES;

3.1.5. Make available and share space within the CAES Building while working with the other CAES Members as appropriate and to the extent available, for CAES located staff, equipment and visitors; and

3.1.6. Manage the respective resources each CAES Member commits or makes available to CAES efforts and projects, including but not limited to, resources such as human capital, financial capital, tangible property, intangible property such as intellectual property.

3.2. Research Proposals. Each CAES Member shall coordinate through its Office of Sponsored Programs, applicable INL Directorate, or the appropriate alternative, to submit any funding proposal, whether private or public, that proposes to do work at CAES or under the auspices of CAES, to the CAES Director for review and approval. The Director shall review all such proposals prior to submission, for the sole purpose of determining whether the proposed research fits within the CAES mission and can be conducted through CAES in light of other obligations and compliance considerations. The Director, in consultation with the Associate Directors, may disallow proposed CAES research that is inconsistent with the CAES mission or that may not be accommodated based on other obligations or compliance considerations. Any decision by the Director to disallow proposed research shall be provided in writing to the CAES Member proposing the research and referred to the CEB for a vote.

3.3. Research Compliance.

3.3.1. Subject matter of the research. Each CAES Member shall be responsible for all local, state and federal compliance obligations relating to the subject matter of the research or work conducted by its employees. Compliance obligations, which may be subject to other written arrangements among the CAES Members, include but are not limited to compliance with laws relating to export controls, biohazards, animal care and use, radiation safety, human subjects, and use, storage, and transport of hazardous substances.

3.3.2. Location of the research. For all research conducted in the CAES Building, CAES Members and their visitors shall comply, at a minimum, with all applicable health, security, and safety requirements, policies and guidelines.

3.3.3. Compliance violations. Any CAES Member with reason to believe that any individual within the CAES Building is acting in violation of applicable compliance requirements, is engaging in scientific misconduct or other misconduct, shall notify the employer of the individual, through the Director or appropriate Associate Director. The Director or the respective Associate Director may, if determined to be necessary in the interest of health and safety, order that the non-compliant or misconduct activity halt immediately until the activity can be appropriately investigated. Any such investigation shall be conducted in accordance with the applicable policies of the home, e.g. employer, CAES Member institution.

3.4. Intellectual Property.

3.4.1. Ownership. Ownership of intellectual property, including but not limited to patent rights, copyrights, trademarks, and trade secrets, which are conceived, reduced to practice, and/or created as a result of this Agreement, or as a result of work or other activities being performed at CAES or in association with CAES, shall be governed by applicable federal and state laws and applicable agreements, including but not limited to, as applicable: BEA's DOE management and operating agreement, funded and unfunded research agreements, sponsored agreements and grants, cooperative agreements, employment/employee agreements, joint appointment agreements, subcontracts, non-employee visitor agreements, loaned employee agreements, intellectual property assignments, intellectual property management agreements, and other written agreements under which such intellectual property is specifically the subject of or was actually or constructively created/reduced to practice thereunder. In any case, this Agreement shall not, in and of itself, govern intellectual property ownership, licensing, or management of intellectual property among or between the CAES members, their employees, or others except regarding the use of the CAES name, logo, and marks by the CAES Members as set forth below in Article 3.6.

3.5. Personal Property.

3.5.1. Ownership. CAES Members shall retain ownership or possession of the personal property each Member brings to the CAES Building and acquires during its occupancy. Ownership or possession of personal property acquired with public or private funds shall be in accordance with the policies of the home institution of the principal investigator and as supplemented by the terms of the applicable research, funding, or other agreement. Each Member shall be responsible for adequately insuring its personal property, and for transporting, maintaining, and disposing of its property.

3.5.2. Donated property. All personal property donated for CAES Member or CAES purposes shall be donated to a specific CAES Member and that Member will own the donated property and, subject to any gift restrictions in the donative documents, operate it as a gift restricted to use for purposes consistent with the CAES mission, for so long as such use is feasible.

3.5.3. Permission for major scientific apparatus. A CAES Member may not bring a major scientific apparatus property item into the Building without the approval of, and coordination with, the CEB. A "major" scientific apparatus as used herein refers to any item determined by the CEB to have a significant impact on space allocation, operating costs, suitability, or functionality for the CAES Building, and includes by way of example, but is not limited to, items such as a mass spectrometer, an electron microscope, a large centrifuge, a NMR spectrometer, diffractometer, or the like. A CAES Member (or team of CAES Members) who brings a major scientific apparatus to the CAES Building shall be responsible for the maintenance and upkeep of such item, for safe operation of the item, including any necessary

training and safety measures, and for managing the use of the item in accordance with applicable requirements.

3.5.4. Use of major scientific apparatus. CAES Members who bring a major scientific apparatus to the CAES Building shall, to the extent possible, operate apparatus for the shared benefit of CAES Members. For such items of shared use, the owning Member shall be responsible for establishing a re-charge cost recovery center with approved use rates in accordance with applicable state and federal requirements. Such items will be dedicated first for use in completing the respective scope of work, second to CAES Member investigators for use in conducting other CAES projects, and third to other faculty/staff of the CAES Members.

3.6. Use of CAES name, logo and marks. The CAES name, logo, trade and service marks, and the goodwill associated therewith as they exist and are either collectively or individually used by the CAES Members at the time of execution of this Agreement and thereafter, shall be considered the jointly held property of the CAES Members (and subject to BEA's DOE Contract with respect to BEA's ownership interest). CAES Members agree to use the CAES name, logo, and marks only in association with the CAES building, mission, and activities as mutually envisioned and as mutually agreed upon by the CAES Members in this Agreement or other duly executed mutually acceptable agreements. In no case may the CAES name, logo, marks, and associated goodwill be used for non-CAES oriented and benefitting purposes, nor may a single or less than all CAES Members authorize or license use of the CAES name, logo, or marks by a non-CAES Member entity without the expressed written permission of each of the CAES Members. The use of the CAES name, logo, marks, and the associated goodwill thereof by each CAES Member under and in accordance with this Consortium Agreement, but not including licensing or sublicensing of non-CAES Member entities, will be without accounting to the other CAES Members.

3.7. Hold Harmless. Each CAES Member, to the extent not prohibited under applicable federal and state laws, shall hold free and harmless, with no obligation to indemnify whatsoever, each of the other CAES Members against claims, suits, causes of actions, expenses, damages, and liabilities, known and unknown, and including legal expenses and attorneys fees, incurred for or on account of any injury, loss, or damage arising out of or in connection with this Agreement to the extent such injury, loss, or damage results from the other CAES Member(s) engaging in negligence, willful misconduct, or a breach of a material term of this Agreement. It is acknowledged each CAES Member may have and may enter into separate written agreements relating to the subject matter of this paragraph.

3.8. Organizational Conflicts of Interest. Each CAES Member will endeavor to avoid or appropriately mitigate personal and organizational conflicts of interest with respect to work contemplated to be performed at CAES and in connection with CAES in accordance with the procedures and practices of the respective CAES Member. Should a potential or actual personal conflict of interest or organization conflict of interest be identified that is not mutually resolvable by the relevant CAES Members within one (1) calendar month of being identified,

such will be resolved in accordance with Section 4.9. Dispute Resolution, unless otherwise agreed in writing by all of the CAES Members.

3.9. Export Compliance. Each CAES Member is responsible to ensure the proper identification, access, control and disposition of all commodities, technology, technical data and items subject to export control laws. These laws include, without limitation, the Arms Export Control Act, the Export Administration Act, the International Economic Emergency Powers Act, the Atomic Energy Act, the Nuclear Non-Proliferation Act and regulations issued pursuant to these including the Export Administration Regulations (EAR) (15 CFR Parts 730-774), the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130), and the Nuclear Regulatory Commission and Department of Energy export regulations (10 CFR Parts 110 and 810). The CAES Members acknowledge that export control requirements may change and that the export of goods, technical data or services from the U.S. without an export license or other governmental authorization may result in criminal and/or other liability. Each CAES Member agrees that it will not export, re-export or otherwise transfer, directly or indirectly, commodities, technology or technical data in violation of U.S. export control laws and regulations. Each CAES Member is fully responsible for its own compliance with laws and regulations governing export controls in the performance of this Agreement and acknowledges that it can contact the U.S. Departments of Commerce, State, Energy and Treasury for guidance as to applicable licensing requirements and other restrictions. This Agreement does not provide any express or implied Governmental export authorization or export license.

3.10. Confidentiality.

3.10.1 Upon mutually identified reasons for CAES Members and/or non-CAES Member entities to agree in writing to protect confidential (non-classified), proprietary information, or other business sensitive non-publically available information or materials regarding CAES Members performing CAES activities that are not addressed and subject to other written agreements, the CAES Members shall negotiate separate specific agreements, such as by way of a non-disclosure agreement containing mutually acceptable terms and conditions.

3.10.2 In the absence of executed non-disclosure agreements or other agreements specifically authorizing and addressing the exchange of confidential, proprietary, business sensitive, or other non-publically available information among the relevant CAES Members, including such information that may be obtained from non-CAES Member entities, the CAES Members shall not exchange or provide such information without first properly putting into place a mutually acceptable agreement.

3.10.3 This Consortium Agreement as executed by the parties hereto is not deemed to contain, confidential, proprietary, business sensitive, or other non-publically available information.

Article 4. General Terms.

4.1. Term. This Consortium Agreement shall be effective on the date that all CAES Members have fully executed the Agreement and shall continue indefinitely until terminated as prescribed below.

4.2. Termination and Withdrawal. Any CAES Member may terminate its participation under this Agreement and withdraw from the CAES Building with six (6) calendar months written notice to the other CAES Members. In the event of such termination and withdrawal, and provided that remaining CAES Members are continuing to occupy the CAES Building, the terminating CAES Member shall be obligated to quit the building, and to either relocate or complete any CAES related work by the effective date of termination, or to terminate such work as of the date of termination or prior to, and return unexpended funds to the applicable sponsor. Termination and withdrawal shall terminate that Member's obligations and rights, under this Agreement, subject to the terms and conditions of other written agreements and obligations set forth in this Agreement noted to survive the termination of this Agreement.

4.3. Approval and Amendments. This Agreement and any modifications thereto shall be subject to the written approval of the duly authorized representatives of all of the CAES Members and shall not be effective unless so approved.

4.4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

4.5. Non-use of CAES Member's Names and Trademarks. The CAES Members shall not, without express written consent in each case, use any name, trade name, trademark, or other designation of any other Member in advertising, publicity, promotional, or any other activities.

4.6. Appropriations clause. CAES Member obligations and liabilities, to the extent they are subject to appropriated state or federal funds, shall be subject to the availability of such appropriated funds for the given and respective fiscal year of each CAES Member.

4.7. Assignment. No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by any CAES Member, without the written approval of all parties to this Agreement with the exception that BEA may assign its rights and obligations under this Agreement to a successor management and operating contractor, DOE, or DOE's designee.

4.8. Third Party Rights. Except as otherwise stated, this Agreement shall inure to the benefit of and be binding only upon the Parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are awarded or implied unless

provided herein. This Agreement is not intended and does not create a joint venture or any other type of legal entity.

4.9. Dispute Resolution. Any dispute concerning performance or otherwise arising under this Agreement that cannot be resolved at the operating level, shall be stated in writing by the complaining CAES Members and presented to the other CAES Members for consideration by the CEB. If CEB does not reach resolution within one (1) calendar month, the parties shall forward the written presentation of the dispute to the Steering Committee. Any dispute not resolved by the Steering Committee within one (1) calendar month shall be forwarded to the Presidents of the CAES Member universities and the Laboratory Director of INL. Failing resolution by the Presidents and Laboratory Director within one (1) calendar month, the dispute shall be submitted in writing by the CAES Members to either non-binding or binding arbitration as follows in 4.10.

4.10. Arbitration. Upon separate mutual written agreement by the complaining CAES Members having a claim or dispute arising from or as a result of this Agreement may be submitted for either non-binding or binding resolution to the American Arbitration Association and shall be resolved by the American Arbitration Association in accordance with its rules of procedure except as such rules may be otherwise modified by separate mutual written agreement by the complaining CAES Members.

4.11. Venue and Governing Law. Any legal, including arbitration, proceeding instituted between the parties shall be in the state of Idaho. This Agreement and claims or disputes arising from or as a result of this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho and by applicable federal laws.

4.12. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing.

4.13 Contacts. The following respective contact information for each of the CAES Members regarding formal correspondence under or related to this Consortium Agreement is set forth in Appendix B, which will be updated as necessary.

4.14 Surviving Terms and Conditions. At a minimum, the following Articles will survive the termination or expiration of this Agreement: 3.4 – Intellectual Property; 3.6 – Use of CAES name, logo, and marks; 3.7 – Hold Harmless; 3.9 – Export Compliance; 4.5 – Non-use of CAES Member's Names and Trademarks; 4.9 – Dispute Resolution; 4.10 – Arbitration; 4.11 and Venue and Governing Law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

BATTELLE ENERGY ALLIANCE, LLC

By: [signature]

Name: S.E. Aumeier

Title: Assoc. Lab Director

Date: 5-24-13

IDAHO STATE UNIVERSITY

By: [signature]

Name: Howard Grimes

Title: Vice President for Research & Economic Development

Date: 24 May 2013

BOISE STATE UNIVERSITY

By: [signature]

Name: Mark Rudin

Title: Vice President Research & Econ Dev.

Date: 5/24/13

UNIVERSITY OF IDAHO

By: [signature]

Name: John K. McIver

Title: V. Pres. Res & Econ Dev

Date: 24 May 2013

FIRST AMENDMENT TO THE CONSORTIUM AGREEMENT FOR

THE CENTER FOR ADVANCED ENERGY STUDIES

THIS FIRST AMENDMENT ("First Amendment") to the Consortium Agreement for the Center for Advanced Energy Studies is entered into as of 22 October, 2014 by and between Battelle Energy Alliance, Boise State University, Idaho State University, the University of Idaho, and the University of Wyoming.

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), University of Idaho ("UI"), Idaho State University ("ISU"), and Boise State University ("BSU"), hereinafter referred to as the "Founding Members," entered into a Consortium Agreement for the Center for Advanced Energy Studies ("Consortium Agreement") on the 24th of May, 2013.

The Founding Members desire that University of Wyoming ("UW") be joined as a coequal member of the Center for Advanced Energy Studies ("CAES") by amending the Consortium Agreement and approving said amendment pursuant to **Section 4.3 Approval and Amendments** of the Consortium Agreement.

UW desires to be a coequal CAES member.

UW is familiar with and acknowledges the Memorandum of Agreement (MOA) between the Founding Members dated January 25, 2006 that describes the intentions of the Founding Member in the establishment of CAES.

UW is familiar with and acknowledges the Strategic Plan agreed to by the Founding Members dated September 30, 2011, that sets forth the CAES Members' missions and goals of CAES.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members and UW agree as follows:

1. The Term "CAES Members" wherever it appears in the Consortium Agreement, except for in the recitals, shall include UW together with BEA, BSU, ISU, and UI.

2. **1.1 Purpose and Precedence of Agreement** is hereby deleted and replaced with the following:

   This Consortium Agreement is the primary governing agreement for the collaborative effort among the CAES Members regarding the operation of CAES as a consortium. To the extent there is any conflict between this Agreement and the MOA, this Agreement supersedes the MOA. The Founding Members have

entered into a Tenant Use Agreement dated February 4, 2009. Through execution of an amendment to the Tenant Use Agreement, UW entered into the Tenant Use Agreement contemporaneously with this First Amendment. ISU and BEA have entered a Lease Agreement (Lease) for the CAES premises, which has been acknowledged and consented to by UI, BSU, and UW and which incorporates the Tenant Use Agreement. To the extent possible, these documents all shall be interpreted together with the same meaning given to all terms. In the event of a conflict, the order of precedence shall be the Lease, the Tenant Use Agreement, and this Consortium Agreement. Subsequent agreements entered into between the CAES Members shall not be subject to this Agreement, unless otherwise specifically stated in such agreements.

3. **1.3.1 CAES Director-** Add a bullet following the sentence "The primary duties of the Director include the following":

   Work with the Associate Directors to value and validate each CAES Member's collaborative efforts and contribution of resources and commitments to make sure that each member is providing commensurate support levels. Once the Associate Directors and the Director agree on the value of the contributions, the Director will submit the findings to the Steering Committee for approval.

4. **1.3.3 CAES Associate Directors- Universities:** The first sentence is hereby deleted and replaced with the following:

   Each of the university CAES Members: UI, ISU, BSU, and UW shall designate respective university Associate Director(s) for CAES.

5. **1.3.5 Executive Board-** The first sentence is hereby deleted and replaced with the following:

   The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director(s), and the University Associate Directors from BSU, ISU, UI, and UW with one vote allocated to each university CAES Member as follows:

6. **Article 3.1 General Obligations-** Add a 3.1.7 with the following text:

   Commensurate Collaboration Efforts and Contribution of Resources and Commitments. Each CAES Member is expected to engage in collaborative efforts and to contribute resources and commitments to CAES of commensurate value with one another.

Metrics for valuation of each CAES Member's commensurate collaborative efforts can be found by evaluating factors for each CAES Member including, without limitation, participation in:

i. CAES member activities (meetings, teleconferences, training, etc.);
ii. CAES Joint research activities;
iii. CAES Joint teaching and outreach activities;
iv. CAES reporting activities;
v. CAES program development activities.

Metrics for valuation of each Member's commensurate contribution of resources and commitments to CAES can be found by evaluating factors for each CAES Member including, without limitation, value of expenditures and contributions for:

i. Funding for faculty, students, technicians and support staff devoted to CAES;
ii. Costs associated with CAES activities;
iii. Costs associated with procuring and supporting the CAES facility and equipment;
iv. Costs associated with procuring and supporting facilities and equipment on member campuses available to other CAES members.

Valuation of commensurate collaboration and contribution of the CAES Members will be done annually by the CAES Director working with the Associate Directors using specific metrics agreed upon by the Executive Board. Once the Executive Board agrees on the value of the contributions, the Director will submit the valuation metrics and the findings to the Steering Committee for approval.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this First Amendment to the Consortium Agreement.

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Name: Dr. Steven E. Aumeier

Title: Director, Center for Advanced Energy Studies (CAES)

Date: 10/22/14

IDAHO STATE UNIVERSITY

By: _____

Name: Howard Grimes

Title: VP for Research & Economic Dev.

Date: 10/22/14

BOISE STATE UNIVERSITY

By: _____

Name: Mark Rudin

Title: VP for Research & Economic Dev.

Date: 10/22/14

UNIVERSITY OF IDAHO

By: _____

Name: John K. McIver

Title: VP for Research & Economic Dev.

Date: 10/22/14

UNIVERSITY OF WYOMING

By: _____

Name: William A. Gern

Title: VP for Research & Economic Dev.

Date: 10/22/14

SECOND AMENDMENT TO THE CONSORTIUM AGREEMENT FOR

THE CENTER FOR ADVANCED ENERGY STUDIES

THIS SECOND AMENDMENT ("Second Amendment") to the Consortium Agreement for the Center for Advanced Energy Studies is entered into as of the date of last signature below and confirms prior understanding effective from the Effective Date below, by and between Battelle Energy Alliance, LLC, Boise State University, Idaho State University, and the University of Idaho (the "Founding Members" or "Parties").

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), Boise State University ("BSU"), Idaho State University ("ISU"), and the University of Idaho ("UI") entered into a Consortium Agreement for the Center for Advanced Energy Studies ("Consortium Agreement") on May 24, 2013.

On October 22, 2014, the Consortium Agreement was amended by the First Amendment to the Consortium Agreement for the Center for Advanced Energy Studies ("First Amendment") to add University of Wyoming ("UW") as a member.

UW ceased its membership in the Center for Advanced Energy Studies ("CAES") on January 23, 2021 ("Effective Date").

NOW, THEREFORE, in consideration of the foregoing, the Founding Members confirm by this Second Amendment their prior understanding that from and after the Effective Date:

1. UW is no longer a member of CAES and no longer a party to the Consortium Agreement.
2. With respect to UW, the First Amendment is terminated and no longer has any force or effect.
3. With respect to Parties or parties and "CAES Member(s)," all references to "University of Wyoming" and "UW" in the First Amendment are deleted and of no continuing effect.
4. Consistent with the foregoing, the first sentence of subsection 1.3.3, "CAES Associate Directors – Universities," of the Consortium Agreement shall read as follows: "Each of the university CAES Members: UI, ISU, and BSU shall designate respective University Associate Director(s) for CAES."
5. The first sentence of subsection 1.3.5, "Executive Board," of the Consortium Agreement shall read as follows: "The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director(s), and the University Associate Directors from BSU, ISU, and UI, with one vote allocated to each university CAES Member as follows:"
6. Except as modified by this Second Amendment, the First Amendment to the Consortium Agreement remains in effect for UI, BSU, ISU, and BEA.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Second Amendment to the Consortium Agreement for the Center for Advanced Energy Studies.

BATTELLE ENERGY ALLIANCE, LLC

By: Marianne C. Walck

Name: Marianne C. Walck

Title: Deputy Laboratory Director for S&T

Date: 09/27/2022

BOISE STATE UNIVERSITY

By: Nancy F. Glenn

Name: Nancy F. Glenn

Title: VP Research and Econ Dev

Date: 9/9/22

IDAHO STATE UNIVERSITY

By: Martin E. Blair

Name: Martin E. BIair

Title: VP for Research

Date: Sept. 12, 2022

UNIVERSITY OF IDAHO

By: Christopher T. Nomura

Name: Christopher T. Nomura

Title: VP Research and Econ Dev

Date: 9/9/22

BEA MOU No. 25MOU3

MEMORANDUM OF UNDERSTANDING

between

Battelle Energy Alliance, LLC (BEA)

AND

Idaho State University

on

STRATEGIC UNDERSTANDING FOR PREMIER EDUCATION & RESEARCH (SUPER)

This Memorandum of Understanding (MOU) is made between **Battelle Energy Alliance, LLC** (BEA), the management and operating contractor of the Idaho National Laboratory (INL) under Contract Number DE-AC07-05ID14517 (DOE Prime Contract) with the United States Department of Energy (DOE), with principal offices located at 2525 North Fremont Avenue, Idaho Falls, ID 83415-1303 and Idaho State University, a public institution of higher education of the State of Idaho located at 921 South 8th Avenue, Pocatello, ID 83209. BEA and Idaho State University are each a Party and together are referred to as the Parties.

Purpose: The purpose of this MOU is to state the intentions of the Parties in undertaking a collaboration in research and development of mutual interest and expand opportunities for the students, faculty, and researchers. The Parties have common scientific and research interests and will cooperate in performing the activities stated below.

Types of Cooperative Activities: The scope of collaboration on research activities to be pursued through this MOU includes the following:

☒ Research collaboration in the areas of mutual interest.
☒ Exchange of academic and research materials which are made available by both parties.
☒ Exchange of visiting research scholars.
☒ Cooperative symposia, seminars, workshops, and conferences.
☒ Establishment of a joint appointment program to enhance research and academic collaborations.

Specific Research Activities: The Parties have an interest in scientific and technological cooperation to support BEA's mission to discover, demonstrate and secure innovative nuclear energy solutions, other clean energy options and critical infrastructure. It is envisioned that the Parties will seek mutually acceptable endeavors which may include but are not limited to potential research collaborations in the following areas:

Research Area A: Critical/ Strategic Mineral and Materials
Research Area B: Environmental Sustainability and Security

Responsibilities: Each Party is to remain responsible for its respective costs, risks, and liabilities associated with or arising from this MOU except as may be otherwise agreed in a separate formal mutually acceptable written agreement.

MOU is Non-binding: This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. Nothing in this MOU is intended to create a legal partnership or joint venture or is intended to create any new academic programs. To the extent any of the clauses and provisions of this MOU conflict with the terms of BEA's DOE Prime Contract, the terms of the DOE Prime Contract prevail, with respect to BEA.

Formal Agreement: Before any exchanges of personnel, proprietary/confidential information, the undertaking of joint or separate research & development projects, or other collaborative efforts that may be identified, the Parties intend to first enter separate, formally executed agreements having mutually acceptable terms and conditions, and which may be subject to DOE review and approval with respect to BEA's participation. Examples of other agreements include, but are not limited to: Standard Research Subcontract for Educational Institution (SRS), Cooperative Research and Development Agreement (CRADA), Strategic Partnership Projects (SPP), Joint Appointment Agreement, and Other Subcontract Mechanisms.

Publicity and Use of Names and Trademarks: Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party. The Parties acknowledge that by entering into this MOU, neither Party is stating or implying that it has tested, endorsed or approved any product, service or company.

Nothing in this Article is intended to restrict either Party from disclosing the existence of and nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

Assignment: Idaho State University understands that BEA may assign this MOU without prior consent to DOE or its designee.

General Terms

1. This MOU is effective from the date when both Parties have signed it ("Effective Date").
2. This MOU shall remain in force for a period of five (5) years from the Effective Date. Either Party may terminate the MOU by providing at least 60 days' advance written notice to the other Party. Termination or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.
3. The MOU may be amended or extended by mutual consent in writing signed by authorized representatives of the Parties.
4. Each Party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
5. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer

agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.

6. This MOU provides no export license or authorization, and each Party is responsible for its own compliance with applicable laws and requirements.
7. This MOU may be executed in counterparts, which taken together will constitute one document.

Notices: Each Party must provide all required notices under this MOU in writing to the addresses set forth below or such other addresses designated by the receiving Party:

For BEA:	Giselle Sandi-Tapia Director, Research Excellence Programs Battelle Energy Alliance, LLC P.O. Box 1625, MS 3605 Idaho Falls, ID 83415-3605 Phone:208-526-7830 Email: giselle.sanditapia@inl.gov
With copy to:	Jennifer H. Hoggard Agreement Specialist Battelle Energy Alliance, LLC 2525 North Fremont Avenue P.O. Box 1625, MS 1303 Idaho Falls, ID 83415-1303 Phone: 208-526-6949 Email: Jennifer.Hoggard@inl.gov
Idaho State University:	Robert W. Wagner President Idaho State University 921 S. 8th Ave, Stop 8310 Pocatello, ID 83209-8310 Phone: 208-282-3440 Email: robertwagner@isu.edu
With copy to:	Martin Blair Vice President for Research and Economic Development Idaho State University 921 S. 8th Ave, STOP 8130 Pocatello, ID 83209-8130 Phone: 208-282-5907 Email: martinblair@isu.edu

Signed for and on behalf of:

Battelle Energy Alliance, LLC
by its authorized representative:

1/6/25

Signature Date

John C. Wagner, Ph.D.
Director, Idaho National Laboratory
and President, Battelle Energy Alliance, LLC

Idaho State University
by its authorized representative:

1/6/25

Signature Date

Robert W. Wagner, Ph.D.
President, Idaho State University

MEMORANDUM OF UNDERSTANDING

between

Battelle Energy Alliance, LLC (BEA)

AND

The University of Idaho

on

STRATEGIC UNDERSTANDING FOR PREMIER EDUCATION & RESEARCH (SUPER)

This Memorandum of Understanding (MOU) is made between **Battelle Energy Alliance, LLC** (BEA), the management and operating contractor of the Idaho National Laboratory (INL) under Contract Number DE-AC07-05ID14517 (DOE Prime Contract) with the United States Department of Energy (DOE), with principal offices located at 2525 North Fremont Avenue, Idaho Falls, ID 83415-1303 and the University of Idaho, a public institution of higher education of the State of Idaho located at 875 Perimeter Drive, Moscow, ID 83844. BEA and the University of Idaho are each a Party and together are referred to as the Parties.

Purpose: The purpose of this MOU is to state the intentions of the Parties in undertaking a collaboration in research and development of mutual interest and expand opportunities for the students, faculty, and researchers. The Parties have common scientific and research interests and will cooperate in performing the activities stated below.

Types of Cooperative Activities: The scope of collaboration on research activities to be pursued through this MOU includes the following:

- ☒ Research collaboration in the areas of mutual interest.
- ☒ Exchange of academic and research materials which are made available by both parties.
- ☒ Exchange of visiting research scholars.
- ☒ Cooperative symposia, seminars, workshops, and conferences.
- ☒ Establishment of a joint appointment program to enhance research and academic collaborations.

Specific Research Activities: The Parties have an interest in scientific and technological cooperation to support BEA's mission to discover, demonstrate and secure innovative nuclear energy solutions, other clean energy options and critical infrastructure. It is envisioned that the Parties will seek mutually acceptable endeavors which may include but are not limited to potential research collaborations in the following areas:

Research Area A: Nuclear Materials and Fuel Cycle Engineering
Research Area B: Power Cybersecurity Systems and Engineering
Research Area C: Nuclear Integrated Energy Systems, with cross-cutting areas of artificial intelligence/machine learning across each research area

Responsibilities: Each Party is to remain responsible for its respective costs, risks, and liabilities associated with or arising from this MOU except as may be otherwise agreed in a separate formal mutually acceptable written agreement.

MOU is Non-binding: This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. Nothing in this MOU is intended to create a legal partnership or joint venture or is intended to create any new academic programs. To the extent any of the clauses and provisions of this MOU conflict with the terms of BEA's DOE Prime Contract, the terms of the DOE Prime Contract prevail, with respect to BEA.

Formal Agreement: Before any exchanges of personnel, proprietary/confidential information, the undertaking of joint or separate research & development projects, or other collaborative efforts that may be identified, the Parties intend to first enter separate, formally executed agreements having mutually acceptable terms and conditions, and which may be subject to DOE review and approval with respect to BEA's participation. Examples of other agreements include but are not limited to: Standard Research Subcontract for Educational Institution (SRS), Cooperative Research and Development Agreement (CRADA), Strategic Partnership Projects (SPP), Joint Appointment Agreement, and Other Subcontract Mechanisms.

Publicity and Use of Names and Trademarks: Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party. The Parties acknowledge that by entering into this MOU, neither Party is stating or implying that it has tested, endorsed or approved any product, service or company.

Nothing in this Article is intended to restrict either Party from disclosing the existence of and nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

Assignment: The University of Idaho understands that BEA may assign this MOU without prior consent to DOE or its designee.

General Terms

1. This MOU is effective from the date when both Parties have signed it ("Effective Date").
2. This MOU shall remain in force for a period of five (5) years from the Effective Date. Either Party may terminate the MOU by providing at least 60 days advance written notice to the other Party. Termination or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.
3. The MOU may be amended or extended by mutual consent in writing signed by authorized representatives of the Parties.
4. Each Party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
5. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer

agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.

6. This MOU provides no export license or authorization, and each Party is responsible for its own compliance with applicable laws and requirements.
7. This MOU may be executed in counterparts, which taken together will constitute one document.

Notices: Each Party must provide all required notices under this MOU in writing to the addresses set forth below or such other addresses designated by the receiving Party:

For BEA:	Giselle Sandi-Tapia Director, Research Excellence Programs Battelle Energy Alliance, LLC P.O. Box 1625, MS 3605 Idaho Falls, ID 83415-3605 Phone: 208-526-7830 Email: giselle.sanditapia@inl.gov
With copy to:	Jennifer H. Hoggard Agreement Specialist Battelle Energy Alliance, LLC 2525 North Fremont Avenue P.O. Box 1625, MS 1303 Idaho Falls, ID 83415-1303 Email: jennifer.hoggard@inl.gov
University:	Scott Green President University of Idaho 875 Perimeter Drive MS 3010 Moscow, ID 83844-3010 Phone: 208-885-6365 Email: scottgreen@uidaho.edu
With copy to:	Christopher Nomura Vice President for Research and Economic Development University of Idaho 875 Perimeter Dr. MS 3010 Moscow, ID 83844-3010 Phone: 208-885-2258 Email: ctnomura@uidaho.edu

Signed for and on behalf of:

Battelle Energy Alliance, LLC
by its authorized representative:

1/27/2025
Signature Date

John C. Wagner, Ph.D.
Director, Idaho National Laboratory
and President, Battelle Energy Alliance, LLC

University of Idaho
by its authorized representative:

1/29/25
Signature Date

C. Scott Green
President, University of Idaho

MEMORANDUM OF UNDERSTANDING

between

Battelle Energy Alliance, LLC (BEA)

AND

Boise State University

on

STRATEGIC UNDERSTANDING FOR PREMIER EDUCATION & RESEARCH (SUPER)

This Memorandum of Understanding (MOU) is made between **Battelle Energy Alliance, LLC** (BEA), the management and operating contractor of the Idaho National Laboratory (INL) under Contract Number DE-AC07-05ID14517 (DOE Prime Contract) with the United States Department of Energy (DOE), with principal offices located at 2525 North Fremont Avenue, Idaho Falls, ID 83415-1303 and Boise State University, a public institution of higher education of the State of Idaho located at 1910 University Dr., Boise, ID 83725. BEA and Boise State University are each a Party and together are referred to as the Parties.

Purpose: The purpose of this MOU is to state the intentions of the Parties in undertaking a collaboration in research and development of mutual interest and expand opportunities for the students, faculty, and researchers. The Parties have common scientific and research interests and will cooperate in performing the activities stated below.

Types of Cooperative Activities: The scope of collaboration on research activities to be pursued through this MOU includes the following:

- ☒ Research collaboration in the areas of mutual interest.
- ☒ Exchange of academic and research materials which are made available by both parties.
- ☒ Exchange of visiting research scholars.
- ☒ Cooperative symposia, seminars, workshops, and conferences.
- ☒ Establishment of a joint appointment program to enhance research and academic collaborations.
- ☒ Development of educational opportunities through Boise State for BEA employees.
- ☒ Plan for, establish, and manage an Advanced Materials and Manufacturing Campus at Boise State University.

Specific Research Activities: The Parties have an interest in scientific and technological cooperation to support BEA's mission to discover, demonstrate and secure innovative nuclear energy solutions, other clean energy options and critical infrastructure. It is envisioned that the Parties will seek mutually acceptable endeavors which may include but are not limited to potential research collaborations in the following areas:

Research Area A: Advanced Materials and Manufacturing
Research Area B: Secure and Resilient Energy Systems

Specific Educational Activities: The Parties have an interest in educational cooperation to support BEA's workforce recruitment and professional development in support of its mission. The Parties desire to have ongoing discussions about Boise State's (1) curricula as it relates to BEA's workforce needs and (2) undergraduate and graduate class offerings to BEA employees as an employment benefit.

Responsibilities: Each Party is to remain responsible for its respective costs, risks, and liabilities associated with or arising from this MOU except as may be otherwise agreed in a separate formal mutually acceptable written agreement.

MOU is Non-binding: This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. Nothing in this MOU is intended to create a legal partnership or joint venture or is intended to create any new academic programs. To the extent any of the clauses and provisions of this MOU conflict with the terms of BEA's DOE Prime Contract, the terms of the DOE Prime Contract prevail, with respect to BEA.

Formal Agreement: Before any exchanges of personnel, proprietary/confidential information, the undertaking of joint or separate research & development projects, or other collaborative efforts that may be identified, the Parties intend to first enter separate, formally executed agreements having mutually acceptable terms and conditions, and which may be subject to DOE review and approval with respect to BEA's participation. Examples of other agreements include, but are not limited to: Standard Research Subcontract for Educational Institution (SRS), Cooperative Research and Development Agreement (CRADA), Strategic Partnership Projects (SPP), Joint Appointment Agreement, and Other Subcontract Mechanisms.

Publicity and Use of Names and Trademarks: Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party. The Parties acknowledge that by entering into this MOU, neither Party is stating or implying that it has tested, endorsed or approved any product, service or company.

Nothing in this Article is intended to restrict either Party from disclosing the existence of and nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

Assignment: Boise State University understands that BEA may assign this MOU without prior consent to DOE or its designee.

General Terms

1. This MOU is effective from the date when both Parties have signed it ("Effective Date").
2. This MOU shall remain in force for a period of five (5) years from the Effective Date. Either Party may terminate the MOU by providing at least 60 days advance written notice to the other Party. Termination or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.
3. The MOU may be amended or extended by mutual consent in writing signed by authorized representatives of the Parties.
4. Each Party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
5. Confidential information shall be exchanged only under the terms of a separate agreement,

whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.

6. This MOU provides no export license or authorization, and each Party is responsible for its own compliance with applicable laws and requirements.
7. This MOU may be executed in counterparts, which taken together will constitute one document.

Notices: Each Party must provide all required notices under this MOU in writing to the addresses set forth below or such other addresses designated by the receiving Party:

For BEA:	Giselle Sandi-Tapia Director, Research Excellence Programs Battelle Energy Alliance, LLC P.O. Box 1625, MS 3605 Idaho Falls, ID 83415-3605 Phone: 208-526-7830 Email: giselle.sanditapia@inl.gov
With copy to:	Jennifer H. Hoggard Agreement Specialist Battelle Energy Alliance, LLC 2525 North Fremont Avenue P.O. Box 1625, MS 1303 Idaho Falls, ID 83415-1303 Email: jennifer.hoggard@inl.gov
Boise State University:	Marlene Tromp President Boise State University 1910 University Dr. Boise, ID 83725 Phone: 208-426-1491 Email: marlenetromp@boisestate.edu
With copy to:	Nancy Glenn Vice President for Research and Economic Development Boise State University 1910 University Dr. Boise, ID 83725 Phone: 208-426-5732 Email: nancyglenn@boisestate.edu

Signed for and on behalf of:

Battelle Energy Alliance, LLC
by its authorized representative:

1/27/2025

Signature Date

John C. Wagner, Ph.D.
Director, Idaho National Laboratory
and President, Battelle Energy Alliance, LLC

Boise State University
by its authorized representative:

1.27.25

Signature Date

Marlene Tromp, Ph.D.
President, Boise State University

AGREEMENT FOR THE DISSOLUTION OF THE CONSORTIUM FOR THE CENTER FOR ADVANCED ENERGY STUDIES AND THE TERMINATION OF THE CONSORTIUM AGREEMENT

THIS AGREEMENT for the Dissolution of the Consortium for the Center for Advanced Energy Studies and the Termination of the Consortium Agreement for the Center for Advanced Energy Studies ("Dissolution Agreement") is entered into by and between Battelle Energy Alliance, LLC ("BEA"), Boise State University ("BSU"), Idaho State University ("ISU"), and the University of Idaho ("UI") (collectively referred to as the "CAES Members" or "Parties"). BSU, ISU and UI are collectively referred to herein as "University CAES Members" or "Universities."

WHEREAS, the CAES Members entered into a Consortium Agreement for the Center for Advanced Energy Studies ("Consortium Agreement") on May 24, 2013.

WHEREAS, the Consortium Agreement was amended by the First Amendment to the Consortium Agreement for the Center for Advanced Energy Studies to add University of Wyoming ("UW") as a member on October 22, 2014 and the Consortium Agreement was amended by the Second Amendment to the Consortium Agreement for the Center for Advanced Energy Studies to remove University of Wyoming ("UW") as a member on September 12, 2022.

WHEREAS, the Memorandum of Understanding between Battelle Energy Alliance, LLC (BEA) and Idaho State University on Strategic Understanding of Premier Education and Research (SUPER) was signed on December 4, 2024.

WHEREAS, the Memorandum of Understanding between Battelle Energy Alliance, LLC (BEA) and Boise State University on Strategic Understanding of Premier Education and Research (SUPER) was signed on January 27, 2025.

WHEREAS, the Memorandum of Understanding between Battelle Energy Alliance, LLC (BEA) and the University of Idaho on Strategic Understanding of Premier Education and Research (SUPER) was signed on January 27, 2025.

WHEREAS, ISU as lessor and BEA as lessee entered into Lease Agreement No. 00049377, dated October 23, 2006 ("Lease") for laboratory and classroom space ("Leased Premises") in ISU's building #104, located at 995 MK Simpson Blvd in Idaho Falls, Idaho ("CAES Building").

WHEREAS, according to the Lease the CAES Building consists of approximately 55,000 square feet.

WHEREAS, in a rent commencement agreement dated September 5, 2008, ("Rent Commencement Agreement"), ISU and BEA documented the size of the Leased Premises as consisting of 38,500 square feet and September 25, 2028 as the expiration date of the term of the Lease.

WHEREAS, the CAES Members are parties to the Tenant Use Agreement dated February 4, 2009 ("TUA") the purpose of which is to "establish the operational boundaries of responsibility and authority between primary users of the Center for Advanced Energy Studies (CAES) research laboratory, in accordance with terms and conditions of Lease #49377, and to allocate operational maintenance costs."

WHEREAS, the CAES Members intend to continue to work in collaboration to advance research and development in areas of mutual interest and to expand educational opportunities for students, faculty and researchers under the framework set forth in each SUPER identified above or through separate formal agreements between two or more CAES Members.

AND WHEREAS, the Parties agree that framework for collaboration set forth in the SUPERs, or formal agreements between the CAES Members, shall provide the mechanism for collaboration and shall replace the Consortium Agreement.

NOW, THEREFORE, in consideration of the foregoing and in recognition of the mutual benefit, the Parties agree as follows:

Article 1. CAES Consortium

1.1 The CAES Consortium shall be dissolved and the Consortium Agreement, except as otherwise stated in herein, shall terminate on July 1, 2025.

1.2 As of July 1, 2025, each University will collaborate with BEA under the framework of the applicable SUPER; and the Universities will collaborate between and among themselves under separate agreements or frameworks as they deem appropriate.

1.3 Except as otherwise provided in Article 3 below, the positions of Director and Associate Directors, the Steering Committee, and the CAES Executive Board, created by Section 1.3 of the Consortium Agreement, shall cease to exist as of July 1, 2025.

Article 2. CAES Building

2.1 The Parties shall continue to operate under the TUA until the Parties agree to amend or terminate the TUA. ISU is the facilities manager under the TUA and will continue to provide facility management and safety oversight in accordance with the terms of the TUA.

Article 3. Winding Up After Dissolution

3.1 The Vice Presidents for Research and Economic Development at the Universities shall act as the duly appointed representative of the Party by whom that representative is employed for the limited purpose of performing the following activities to wind up the affairs of the CAES Consortium:

(a) Completing a final financial accounting by and settlement between the Parties in accordance with Article 2 of the Consortium Agreement; and

(b) Sunsetting the CAES name, logos, and marks (Consortium Agreement, Section 3.6).

3.2 The winding up shall be completed on or before September 30, 2025. Winding up shall be done in a manner that does not interfere with or interrupt existing projects of the Parties within the CAES Building.

Article 4. Surviving Terms

4.1 The surviving terms and conditions of the Consortium Agreement are as set forth in Section 4.14 of the Consortium Agreement: "3.4 - Intellectual Property; 3.6 - Use of CAES name, logo, and

marks; 3.7 - Hold Harmless; 3.9 - Export Compliance; 4.5 - Non-use of CAES Member's Names and Trademarks; 4.9 - Dispute Resolution; 4.10 - Arbitration; 4.11 and Venue and Governing Law."

4.2 The following additional sections of the Consortium Agreement shall survive until the winding up has been completed: 1.4 (Limitation of Authority granted herein); 2.2 (CAES Fiscal Year); 2.4 (Financial Record Keeping); 2.5 (Audit); 2.7 (Periodic Settlement of Accounts Between the CAES Members);, and 3.5 (Personal Property).

Article 5 Miscellaneous

5.1 This Dissolution Agreement may only be modified in writing executed by each Party's duly authorized representative.

5.2 This Dissolution Agreement may be executed in counterparts, each shall be an original, and all of which together shall constitute one agreement.

5.3 The Effective Date of this Dissolution Agreement shall be the date on which this Dissolution Agreement is fully executed below.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement for the Dissolution of the Consortium for the Center for Advanced Energy Studies and the Termination of the Consortium Agreement for the Center for Advanced Energy Studies.

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Name: _____

Title: _____

Date: _____

IDAHO STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

THIRD AMENDMENT TO THE CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT

THIS THIRD AMENDMENT ("Third Amendment") to the Center for Advanced Energy Studies Tenant Use Agreement ("TUA") is entered into as of the date of last signature below and confirms the understanding of Battelle Energy Alliance, LLC, Boise State University, Idaho State University, and the University of Idaho (the "Founding Members") regarding Boise State University's removal from the TUA.

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), Boise State University ("BSU"), Idaho State University ("ISU"), and the University of Idaho ("UI"), entered into the TUA dated February 24, 2009 for use of the Center for Advanced Energy Studies Research Laboratory ("CAES Facility").

On October 21, 2014, the TUA was amended ("October 21, 2014 Amendment") to include the University of Wyoming ("UW") as a primary user of the CAES Facility and to make various other modifications.

As of January 23, 2021, UW ceased its membership in CAES and its use of the CAES Facility as a member. UW's removal from the CAES membership was agreed to by the parties via a Second Amendment to the TUA, effective September 16, 2022.

BSU has requested to be removed as a member from the TUA as of June 30, 2025.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members confirm by this Third Amendment their agreement that:

1. As of June 30, 2025, BSU is no longer a party to the TUA.
2. Consistent with the foregoing, in Section 1, "Purpose," of the TUA, the second sentence shall read as follows:

   The primary users of CAES include Idaho State University ("ISU"), University of Idaho ("UI"), and Battelle Energy Alliance, LLC ("BEA") (collectively referred to herein as "Primary Users").
3. In Section 3, "Allocation of Costs," of the TUA, the Primary Users' proportional shares shall be as follows:
   - BEA: 80%
   - ISU: 10%
   - UI: 10%
4. Subsection 4.2, "CAES Program Office (CPO)," of the TUA shall read as follows:

   CAES is a collaboration that includes the State of Idaho through its academic research institutions: ISU, and UI, together with BEA, which manages the Idaho National Laboratory. The CPO consists of the Executive Board and support staff designated by the CAES Director. The CPO coordinates all CAES programmatic activities on behalf of the collaboration.

IN WITNESS WHEREOF, the authorized representatives of the Founding Members have executed this Third Amendment to the Tenant Use Agreement for the Center for Advanced Energy Studies.

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

IDAHO STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT'S UPDATE – K-12 OVERVIEW	Information Item
2	2025 CURRICULAR MATERIALS ADOPTION	Action Item
3	ESSA PLAN AMENDMENT – ALTERNATE ENGLISH LANGUAGE PROFICIENCY RECLASSIFICATION CRITERIA & GROWTH TO PROFICIENCY	Action Item
4	IDAHO ASSOCIATION OF COLLEGES FOR TEACHER EDUCATION (IACTE) CONTENT KNOWLEDGE PORTFOLIO ASSESSMENT FOR CERTAIN IDAHO EDUCATOR PREPARATION PROVIDERS	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 by Idaho Code or as established by the Board for all elementary and secondary school matters.

Debbie Critchfield was sworn into office as the Idaho Superintendent of Public Instruction on January 2, 2023. She will update the State Board of Education on the Superintendent's priorities moving forward.

- Early Literacy Update
  - IRI Spring Scores
  - SMART/Science of Reading Implementation
- SDE Summer Initiatives
  - Civics Assessment
  - Graduation Requirements Implementation
  - FY 2027 Budgets

BOARD STAFF COMMENTS AND RECOMMENDATIONS

No Board staff recommendation for informational items.

BOARD ACTION

This item is for informational purposes only.

SUBJECT

2025 Curricular Materials Adoption

REFERENCE

June 2016	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for mathematics.
August 2017	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 arts and humanities, 9-12 computer applications, K-12 health and wellness, K-12 physical education, K-12 social studies, and 6-12 mathematics open educational resources.
October 2018	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 English language arts & literacy, K-6 handwriting, K- 12 English learner, K-12 computer applications, K-12 computer science, and 9-12 mathematics open educational resources.
August 2019	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 science, K-12 computer applications, and K-12 computer science.
August 2020	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 science, K-12 computer applications, K-12 computer science, and career technical education.
August 2021	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 English language learner, 6-8 computer science, and driver's education.
August 2022	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 mathematics and K-12 English language learner.
October 2022	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 mathematics and K-12 English language learner.
August 2023	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 mathematics.
August 2024	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 English Language Arts and K-12 Health and Physical Education.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.B.9.
Section 33-118, Idaho Code – Courses of study – Curricular materials
Section 33-118A, Idaho Code – Curricular materials – Adoption procedures IDAPA 08.02.03.128 – Rules Governing Thoroughness, Curricular Materials Selection and Online Course Approval

BACKGROUND/DISCUSSION

The curricular materials review and adoption process is established in Sections 33-118 and 33-118A, Idaho Code, and is further defined in IDAPA 08.02.03.128, *Rules Governing Thoroughness*. Curricular materials are defined as textbooks and instructional media including software, audio/visual material, and internet-based instructional material (Section 33-118A, Idaho Code). Idaho is a multiple adoption state and adopts a number of materials in a designated subject area from a variety of publishing companies.

The adoption process provides for the continuous review and evaluation of new curricular materials. This process ensures that all Idaho school districts and charter schools have quality products available to purchase at a guaranteed low contract price. The process preserves local control by offering multiple lists of approved materials. . Use of vetted and approved materials is optional; districts and charter schools may select other materials if they meet state standards.

In accordance with IDAPA 08.02.03.128, Idaho adopts materials in the areas of reading, English, spelling, speech, journalism, languages other than English, art, drama, social studies, music, mathematics, business education, career technical education, counseling, science, health, physical education, handwriting, literature, driver education, and limited English proficiency. In addition, computer science is adopted annually, and computer applications are adopted biennially.

The Curricular Materials Selection Committee (Committee), the members of which are appointed by the State Board of Education (Board) for a five (5)-year term, is responsible for overseeing the adoption process for the state. The Executive Secretary of this Committee is an employee of the Idaho Department of Education (Department) and a voting member of the committee.

The Committee consists of not less than ten (10) total members from the following stakeholder groups:

- Certified Idaho classroom teachers
- Idaho public school administrators
- Idaho higher education officials
- Parents
- Trustees
- Local board of education members
- Members of the Division of Career Technical Education
- State Department of Education personnel

The Committee, assisted by content specialists from throughout the state, meets for approximately one week in June to review and evaluate all materials against Idaho Content Standards and specific course requirements. The Committee votes to recommend materials to the Board, and these recommendations are forwarded to the Board for adoption. All meetings of the Committee are open to the public.

If the Board accepts the recommendation of the Committee and adopts the materials, the Department executes contracts with the publishing companies, and the listing of newly adopted materials is published in the Department's Curricular Materials Adoption Guide. In accordance with IDAPA 08.02.03.128, a state curriculum depository is maintained at Caxton Printers, Ltd., in Caldwell, Idaho. Curriculum libraries are also maintained at seven (7) regional centers.

The 2025 curricular materials review included K-12 Science and CTE materials. One hundred twenty-four (124) content area specialists assisted eight (8) Committee members in the evaluation of curricular materials and related instructional materials. Recommended curricular materials and related instructional materials are catalogued in Attachment 1.

IMPACT

The curricular review and adoption process helps to ensure that all Idaho school districts and charter schools, regardless of size, can purchase quality materials at a guaranteed low price for the length of the adoption cycle while maintaining local control in the choice of instruction materials.

ATTACHMENTS

Attachment 1 – Recommended curricular materials and related instructional materials
Attachment 2 – Curricular Materials Selection Committee Roster
Attachment 3 – Regional Center locations

STAFF COMMENTS AND RECOMMENDATIONS

The definition of the classifications for the recommendations may be found on page 10 of Attachment 1.

Staff recommends approval.

BOARD ACTION

I move to approve the recommendation of the Curricular Materials Selection Committee to adopt curricular materials and related instructional materials for K-12 Science and CTE, as submitted in Attachment 1.

Moved by_____Seconded by_____Carried Yes_____No _____

2025 Curricular Materials Review

Content Area	Publisher	Title	Grade Level/Program Area	Recommendation
Science	AccelerateLearning	STEMscopes NGSS 3D Grade K	K	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Grade 1	1	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Grade 2	2	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Grade 3	3	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Grade 4	4	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Grade 5	5	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Grade 6	6	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Grade 7	7	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Grade 8	8	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Earth and Space Science	6-8	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Life Science	6-8	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Physical Science	6-8	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Biology	9-12	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Chemistry	9-12	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Earth/Space Science	9-12	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Life Science	9-12	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Physical Science	9-12	Comprehensive
Science	AccelerateLearning	STEMscopes NGSS 3D Physics	9-12	Comprehensive
Science	Activate Learning	OpenSciEd Middle School	6	Comprehensive
Science	Activate Learning	OpenSciEd Middle School	7	Comprehensive
Science	Activate Learning	OpenSciEd Middle School	8	Comprehensive
Science	Activate Learning	OpenSciEd High School Biology	9-12	Comprehensive
Science	Activate Learning	OpenSciEd High School Physics	9-12	Comprehensive

Science	Amplify	Amplify Science	K	Comprehensive
Science	Amplify	Amplify Science	1	Comprehensive
Science	Amplify	Amplify Science	2	Comprehensive
Science	Amplify	Amplify Science	3	Comprehensive
Science	Amplify	Amplify Science	4	Comprehensive
Science	Amplify	Amplify Science	5	Comprehensive
Science	Amplify	Amplify Earth & Space	6-8	Comprehensive
Science	Amplify	Amplify Life Science	6-8	Comprehensive
Science	Amplify	Amplify Physical Science	6-8	Comprehensive
Science	Biozone Corporation	Biology for NGSS (3rd Ed)	9-12	Basic
Science	Biozone Corporation	Earth & Space Sciences for NGSS	9-12	Comprehensive
Science	Biozone Corporation	Physical Sciences for NGSS	9-12	Comprehensive
Science	Carolina Biological	Smithsonian Science for the Classroom	K	Comprehensive
Science	Carolina Biological	Smithsonian Science for the Classroom	1	Comprehensive
Science	Carolina Biological	Smithsonian Science for the Classroom	2	Comprehensive
Science	Carolina Biological	Smithsonian Science for the Classroom	3	Comprehensive
Science	Carolina Biological	Smithsonian Science for the Classroom	4	Comprehensive
	Carolina Biological	Smithsonian Science for the Classroom	5	Comprehensive
Science	Carolina Biological	Carolina's Certified Version of Open Science Ed., (6-8)	6	Comprehensive
Science	Carolina Biological	Carolina's Certified Version of Open Science Ed., (6-8)	7	Comprehensive
Science	Carolina Biological	Carolina's Certified Version of Open Science Ed., (6-8)	8	Comprehensive
Science	Cengage	National Geographic Learning Biology	9-12	Comprehensive
Science	Cengage	National Geographic Learning World of Chemistry	9-12	Comprehensive

Science	Cengage	National Geographic Learning Earth & Space Science	9-12	Comprehensive
Science	Cengage	National Geographic Learning Physics	9-12	Basic
CTE	Cengage	Plant & Soil Science: Fundamentals and Applications	AFNR	Basic
CTE	Cengage	Century 21 Accounting: General Journal	BME	Comprehensive
CTE	Cengage	Century 21 Accounting: Multiculumn Journal	BME	Comprehensive
CTE	Cengage	Marketing	BME	Basic
CTE	Cengage	Century 21 Accounting: Advanced	BME	Basic
Science	Explore Learning, LLC	Science4Us (K-5)	K	Not Recommended
Science	Explore Learning, LLC	Science4Us (K-5)	1	Not Recommended
Science	Explore Learning, LLC	Science4Us (K-5)	2	Not Recommended
Science	Explore Learning, LLC	Science4Us (K-5)	3	Component
Science	Explore Learning, LLC	Science4Us (K-5)	4	Component
Science	Explore Learning, LLC	Science4Us (K-5)	5	Component
Science	Explore Learning, LLC	Gizmos Earth & Space	6-8	Component
Science	Explore Learning, LLC	Gizmos Life	6-8	Component
Science	Explore Learning, LLC	Gizmos Physical Science	6-8	Component
Science	Explore Learning, LLC	Gizmos Biology	9-12	Component
Science	Explore Learning, LLC	Gizmos Chemistry	9-12	Component
Science	Explore Learning, LLC	Gizmos Earth & Space	9-12	Component
Science	Explore Learning, LLC	Gizmos Physics	9-12	Component
Science	HMH	Into Science	K	Comprehensive
Science	HMH	Into Science	1	Comprehensive
Science	HMH	Into Science	2	Comprehensive
Science	HMH	Into Science	3	Comprehensive
Science	HMH	Into Science	4	Comprehensive

Science	HMH	Into Science	5	Comprehensive
Science	HMH	Into Science Earth & Space	6-8	Comprehensive
Science	HMH	Into Science Life Science	6-8	Comprehensive
Science	HMH	Into Science Physical Science	6-8	Comprehensive
Science	HMH	Science Dimensions	K	Comprehensive
Science	HMH	Science Dimensions	1	Comprehensive
Science	HMH	Science Dimensions	2	Comprehensive
Science	HMH	Science Dimensions	3	Comprehensive
Science	HMH	Science Dimensions	4	Comprehensive
Science	HMH	Science Dimensions	5	Comprehensive
Science	HMH	Science Dimensions Earth & Space Science	6-8	Comprehensive
Science	HMH	Science Dimensions Life Science	6-8	Comprehensive
Science	HMH	Science Dimensions Physical Science	6-8	Comprehensive
Science	HMH	Science Dimensions Biology	9-12	Comprehensive
Science	HMH	Science Dimensions Earth & Space	9-12	Comprehensive
Science	HMH	Science Dimensions Physics	9-12	Comprehensive
CTE	iCEV	Marketing	BME	Comprehensive
CTE	iCEV	Culinary Arts	FCS	Comprehensive
Science	Imagine Learning	Twig	K	Comprehensive
Science	Imagine Learning	Twig	1	Comprehensive
Science	Imagine Learning	Twig	3	Comprehensive
Science	Imagine Learning	Twig	2	Comprehensive
Science	Imagine Learning	Twig	4	Comprehensive
Science	Imagine Learning	Twig	5	Comprehensive
Science	Imagine Learning	Twig	6	Comprehensive
Science	Imagine Learning	Twig	7	Comprehensive
Science	Imagine Learning	Twig	8	Comprehensive

Science	Inquisitive	Inquisitive K-5 Science	K	Comprehensive
Science	Inquisitive	Inquisitive K-5 Science	1	Comprehensive
Science	Inquisitive	Inquisitive K-5 Science	2	Comprehensive
Science	Inquisitive	Inquisitive K-5 Science	3	Comprehensive
Science	Inquisitive	Inquisitive K-5 Science	4	Comprehensive
Science	Inquisitive	Inquisitive K-5 Science	5	Comprehensive
Science	Kendall Hunt	OpenSciEd- Earth & Space Science	6-8	Comprehensive
Science	Kendall Hunt	OpenSciEd- Physical Science	6-8	Comprehensive
Science	Kendall Hunt	OpenSciEd- Science	6-8	Comprehensive
Science	Kendall Hunt	BSCS Biology: Understanding for Life	9-12	Comprehensive
Science	Kendall Hunt	OpenSciEd- Biology + Earth & Space Science	9-12	Comprehensive
Science	Kendall Hunt	OpenSciEd- Chemistry + Earth & Space Science	9-12	Comprehensive
Science	Kendall Hunt	OpenSciEd- Physics Earth & Space Science	9-12	Comprehensive
Science	McGraw Hill	K-8 Inspire Science	K	Comprehensive
Science	McGraw Hill	K-8 Inspire Science	1	Comprehensive
Science	McGraw Hill	K-8 Inspire Science	2	Comprehensive
Science	McGraw Hill	K-8 Inspire Science	3	Comprehensive
Science	McGraw Hill	K-8 Inspire Science	4	Comprehensive
Science	McGraw Hill	K-8 Inspire Science	5	Comprehensive
Science	McGraw Hill	K-8 Inspire Science, Integrated	6	Comprehensive
Science	McGraw Hill	K-8 Inspire Science, Earth and Space	6	Comprehensive
Science	McGraw Hill	K-8 Inspire Science, Integrated	7	Comprehensive
Science	McGraw Hill	K-8 Inspire Science, Life Science	7	Comprehensive
Science	McGraw Hill	K-8 Inspire Science, Physical Science	8	Comprehensive
Science	McGraw Hill	Inspire Science: Biology	9-12	Comprehensive
Science	McGraw Hill	Inspire Science: Chemistry	9-12	Comprehensive

Science	McGraw Hill	Inspire Science: Earth & Space	9-12	Comprehensive
Science	McGraw Hill	Inspire Science: Physical Science	9-12	Comprehensive
Science	McGraw Hill	Inspire Science: Physical Science with Earth	9-12	Comprehensive
Science	McGraw Hill	Inspire Science: Physics	9-12	Comprehensive
Science	McGraw Hill	ALEKS Chemistry	9-12	Comprehensive
CTE	McGraw Hill	Accounting Fundamentals	BME	Comprehensive
CTE	McGraw Hill	Advanced Accounting	BME	Basic
CTE	McGraw Hill	Advanced Business Foundations	BME	Basic
CTE	McGraw Hill	Marketing Fundamentals	BME	Basic
Science	NCEE The National Center on Education and The Economy	Middle School Earth and Space Science	6-8	Basic
Science	NCEE The National Center on Education and The Economy	Middle School Life Science	6-8	Comprehensive
Science	NCEE The National Center on Education and The Economy	Middle School Physical Science	6-8	Basic
Science	NCEE The National Center on Education and The Economy	Biology	9-12	Comprehensive
Science	News-O-Matic	Elementary Science, Grade K-2	K-2	Component
Science	News-O-Matic	Elementary Science, Grades 3-5	3-5	Component
Science	News-O-Matic	Life Science	6-8	Component
Science	News-O-Matic	Physical Science	6-8	Component
Science	PASCO	OpenSciEd Grade 6	6	Comprehensive
Science	PASCO	OpenSciEd Grade 7	7	Basic
Science	PASCO	OpenSciEd Grade 8	8	Comprehensive

Science	PASCO	OpenSciEd Biology	9-12	Comprehensive
Science	PASCO	OpenSciEd Chemistry	9-12	Comprehensive
Science	PASCO	OpenSciEd Physics	9-12	Comprehensive
Science	Pearson	Campbell Biology: Concepts & Connections,10th Edition, © 2021 (Taylor, Simon, Dickey, and Hogan)	9-12	Component
Science	Pearson	Conceptual Integrated Science, 3rd Edition, © 2020 (Hewitt, Lyons, Suchocki, Yeh)	9-12	Not Recommended
Science	Pearson	Conceptual Physics, 13th Edition, © 2022 (Hewitt)	9-12	Component
Science	Pearson	Basic Chemistry, 6th Edition, © 2020 (Timberlake and Timberlake)	9-12	Not Recommended
Science	Pearson	Introductory Chemistry, 7th Edition, © 2024 (Tro)	9-12	Comprehensive
CTE	Pearson	*Animal Science and Livestock Production* ©2026, Emergent Learning	AFNR	Basic
CTE	Pearson	*Introduction to Horticulture, Landscaping, and Floral Design* ©2026, Henrickson	AFNR	Comprehensive
CTE	Pearson	*Horngren's Accounting* 14th Edition ©2024, Miller-Nobles, Mattison	BME	Comprehensive
CTE	Pearson	*Foundations of Marketing*	BME	Comprehensive
CTE	Pearson	*Introduction to Culinary Arts* 5th Edition, ©2020, Culinary Institute of America	FCS	Comprehensive
CTE	Pearson	*On Cooking: A Textbook of Culinary Fundamentals*	FCS	Comprehensive

CTE	Pearson	*On Baking: A Textbook of Baking and Pastry Fundamentals* 4th Edition ©2020, Labensky, Martel, Damme	FCS	Component
CTE	Pearson	*Introduction to Hospitality* 9th Edition, ©2024, Walker	FCS	Comprehensive
CTE	Pearson	*The Pharmacy Technician* ©2024, Johnston	HPPS	Comprehensive
Science	Savvas	Elevate Science (K-5)	K	Comprehensive
Science	Savvas	Elevate Science (K-5)	1	Comprehensive
Science	Savvas	Elevate Science (K-5)	2	Comprehensive
Science	Savvas	Elevate Science (K-5)	3	Comprehensive
Science	Savvas	Elevate Science (K-5)	4	Comprehensive
Science	Savvas	Elevate Science (K-5)	5	Comprehensive
Science	Savvas	Elevate Science (6-8)	6	Comprehensive
Science	Savvas	Elevate Science (6-8)	7	Comprehensive
Science	Savvas	Elevate Science (6-8)	8	Comprehensive
Science	Savvas	Experience Science (K-5)	K	Basic
Science	Savvas	Experience Science (K-5)	1	Basic
Science	Savvas	Experience Science (K-5)	2	Basic
Science	Savvas	Experience Science (K-5)	3	Comprehensive
Science	Savvas	Experience Science (K-5)	4	Comprehensive
Science	Savvas	Experience Science (K-5)	5	Comprehensive
Science	Savvas	Earth Science (9-12)	9-12	Basic
Science	Savvas	Experience Chemistry (9-12)	9-12	Comprehensive
Science	Savvas	Experience Physics (9-12)	9-12	Comprehensive
Science	Savvas	Miller & Levine Biology (9-12)	9-12	Comprehensive
CTE	Savvas	Early Childhood Education I (9-12)	FCS	Basic
CTE	Savvas	Early Childhood Education II (9-12)	FCS	Basic

Science	SchoolSpecialty	FOSS	K	Comprehensive
Science	SchoolSpecialty	FOSS	1	Comprehensive
Science	SchoolSpecialty	FOSS	2	Comprehensive
Science	SchoolSpecialty	FOSS	3	Comprehensive
Science	SchoolSpecialty	FOSS	4	Comprehensive
Science	SchoolSpecialty	FOSS	5	Comprehensive
Science	Stile USA	Stile Science	6	Comprehensive
Science	Stile USA	Stile Science	7	Comprehensive
Science	Stile USA	Stile Science	8	Comprehensive
Science	Studies Weekly	Explore Science Studies Weekly: Kindergarten	K	Basic
Science	Studies Weekly	Explore Science Studies Weekly: First Grade	1	Comprehensive
Science	Studies Weekly	Explore Science Studies Weekly: Second Grade	2	Comprehensive
Science	Studies Weekly	Explore Science Studies Weekly: Third Grade	3	Comprehensive
Science	Studies Weekly	Explore Science Studies Weekly: Fourth Grade	4	Comprehensive
Science	Studies Weekly	Explore Science Studies Weekly: Fifth Grade	5	Comprehensive
Science	TCI	Bring Science Alive! Exploring Science Practices	K	Comprehensive
Science	TCI	Bring Science Alive! Exploring Science Practices	1	Comprehensive
Science	TCI	Bring Science Alive! Exploring Science Practices	3	Comprehensive
Science	TCI	Bring Science Alive! Exploring Science Practices	2	Comprehensive
Science	TCI	Bring Science Alive! Exploring Science Practices	4	Comprehensive
Science	TCI	Bring Science Alive! 6th Grade Integrated	6	Comprehensive

Science	TCI	Bring Science Alive! 8th Grade Integrated	8	Comprehensive

*LEGEND
COMPREHENSIVE: A recommended program which meets the focus, coherence, depth, and rigor of the Idaho Content Standards with minimal or no need for supplemental material.
BASIC: A recommended program which meets the focus, coherence, depth, and rigor of the Idaho Content Standards with some need for supplemental material.
COMPONENT: A program designed and intended to be used to supplement a comprehensive or basic program. A component program will support and/or enhance the focus, coherence, depth, and rigor of a comprehensive or basic program.
NOT RECOMMENDED: A program that does not meet the focus, coherence, depth, and rigor of the Idaho Content Standards.

Selection Committee

Curricular Materials

COMMITTEE LISTING

Committee Member	Stakeholder Group
Summer Cook	Executive Secretary, Idaho State Department of Education
Kristi Enger Term Expires: December 13, 2028	Idaho Career & Technical Education
Vacant	Idaho Higher Education Official
Vacant	Idaho Higher Education Official
Kelli Schroeder Term Expires: February 28, 2026	Idaho Public School Administrators Filer School District #413
Nathan Tracy Term Expires: February 28, 2026	Parent & Idaho Public School Administrators Jerome School District #261
Bernadette Edwards Term Expires: December 13, 2028	Local Board of Education Member Mountain View School District #244
Laree Jansen Term Expires: September 30, 2026	Parent
Vacant	Parent
Stacey Jensen Term Expires: September 30, 2026	Certified Idaho Classroom Teacher Pocatello/Chubbuck School District #25
Robyn Hill Term Expires: February 28, 2026	Certified Idaho Classroom Teacher Nampa School District #131

Committee Member	Stakeholder Group
Vacant	Certified Idaho Classroom Teacher
Darlene Dyer Term Expires: September 30, 2026	Certified Idaho Classroom Teacher Blaine County School District #61
Emalee Merrell Term Expires: December 13, 2028	Idaho State Department of Education Personnel

For Questions Contact

Content & Curriculum – Curricular Materials
Idaho State Department of Education
650 W State Street, Boise, ID 83702
208 332 6800 | www.sde.idaho.gov

Regional Centers

Curricular Materials

The Regional Centers serve as public depositories for curricular materials currently under adoption in the state of Idaho. Publishing companies are required to provide samples of approved materials for public viewing.

REGIONAL CENTER LISTING

Location	Contact
Boise State University Albertson Library 1910 University Blvd Boise, ID 83725-1430	Marlena Hooyboer 208-426-2132 marlenahooyboer@boisestate.edu
Brigham Young University–Idaho David O McKay Library, MCK 306 525 South Center Street (0405) Rexburg, ID 83460-0405	Holly Green 208-496-9539 greenh@byui.edu
Idaho State University Instructional Materials Center College of Education 638 E. Dunn Street Pocatello, ID 83209-8059	Dr. Shu-Yuan Lin, Ed.D. 208-282-3185 linshu@isu.edu
Lewis Clark State College Curriculum Library 500 8th Avenue Lewiston, ID 83501	Jennifer Cromer 208-792-2829 jjcromer@lcsc.edu

Location	Contact
Northwest Nazarene University John Riley Library 623 S. University Boulevard Nampa, ID 83686-5897	Sheryll Hampton 208-467-8357 sheryllhampton@nnu.edu
University of Idaho Gary Strong Curriculum Center College of Education, Health, and Human Sciences University of Idaho 875 Perimeter Dr. Moscow, ID 83844-3089	Marco Seiferle-Valencia 208-885-2504 marcosv@uidaho.edu curriculumcenter@uidaho.edu **Request shipment boxes to be less than 50 lbs each

For Questions Contact

Content & Curriculum – Curricular Materials
Idaho State Department of Education
650 W State Street, Boise, ID 83702
(208) 332-6800 | www.sde.idaho.gov

SUBJECT

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

REFERENCE

August 2012	Idaho State Board of Education (SBOE) adopted the 2012 WIDA ELD Standards. - SBOE adopted the 2012 WIDA English Language Development (ELD) Standards, incorporating them into IDAPA 08.02.03.004.02. marked Idaho's initial alignment with the WIDA ELD Standards Framework for EL instruction.
August 2016	SBOE approved proposed rule setting new state accountability framework.
November 2016	SBOE approved pending rule creating a new statewide accountability system.
August 2017	SBOE approved Idaho's ESSA Consolidated Plan for submission to the U.S. Department of Education.
October 2017	SBOE approved ELPA Achievement Standards. - SBOE approved the Idaho English Language Proficiency Assessment (ELPA) Achievement Standards, codified in IDAPA 08.02.03.004.03. These standards established benchmarks for assessing EL students' proficiency.
February 2018	SBOE approved revisions to The ESSA Consolidated Plan based on USED feedback.
February 2019	SBOE approved amendments to The ESSA Consolidated Plan.
March 2020	SBOE waived the requirement for the spring 2020 ISAT administration and approved the waiver to be submitted to the U.S. Department of Education requesting flexibility in The ESSA Consolidated Plan accountability provisions.
April 2020	SBOE approved waiver for the ESSA accountability requirements and ISAT/alternate assessment administration.
January 2021	SBOE approved accountability addendum for modifying post-2020–2021 school year calculations.
June 2021	SBOE approved proposed rule Docket 08-0203-2101 and federal accountability waiver.

August 2021	SBOE adopted 2020 WIDA ELD Standards. - SBOE discussed proposed rule Docket 08-0203-2101, which incorporated the 2020 WIDA ELD Standards by updating the standards referenced in IDAPA 08.02.03.004.02.
November 2021	SBOE approved pending rule Docket 08-0203-2101.
August 2022	SBOE approved proposed rule Docket 08-0203-2201. - This removed the 2020 WIDA ELD Standards from IDAPA rule.
April 2022	SBOE approved 2021–2022 addendum to The ESSA Consolidated Plan.
June 2022	SBOE approved temporary rule Docket 08-0203-2202.
October 2022	SBOE approved 2022–2023 amendment to The ESSA Consolidated Plan.
April 2023	SBOE approved WIDA ELD Standards. - SBOE formally approved the 2020 WIDA ELD Standards via board action.
November 2022	SBOE approved ELPA Achievement Standards. - SBOE approved moving the English Language Proficiency Assessment (ELPA) Achievement Standards from IDAPA 08.02.03.004.03 to IDAPA 08.02.03.111.08 for better alignment and clarity.
February 2024	SBOE approved proposed amendments to The ESSA Consolidated Plan, including adjustments to graduation rates and the progress indicator.
June 2024	SBOE approved technical corrections to the ESSA Consolidated State Plan.
October 2024	SBOE approved the adoption of WIDA Alternate ELPA Achievement Standards and Achievement Level Descriptors. - SBOE adopted the WIDA Alternate ACCESS Achievement Level Descriptors for ELs with the most significant cognitive disabilities.
June 2025	SDE updated SBOE on its plan on proposal of adopting new WIDA Alternate ACCESS reclassification criteria and the intent to develop an Alternate English language growth metric for student who meet the alternate participation criteria.

BACKGROUND/DISCUSSION

The reauthorization of the Elementary and Secondary Education Act (ESEA) under the Every Student Succeeds Act (ESSA) requires states to adopt English language proficiency (ELP) standards and conduct annual assessments of English learners

(ELs) in accordance with ESEA Sections 1111(b)(1)(F) and 1111(b)(2)(G). In-line with these federal requirements, Idaho has made several updates to its ELP standards and assessments. In 2012, Idaho adopted the WIDA English Language Development (ELD) Standards; 2012 Edition, along with corresponding achievement level standards in 2017. Most recently, Idaho adopted the WIDA ELD Standards; 2020 Edition in 2021, which includes more specific performance indicators, refined language use, and enhanced goals for language-driven content learning.

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

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

IMPACT

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

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

ATTACHMENTS

Attachment 1 – ESSA-Summary-Proposed-Changes&Public-Comment-8.20.2025
Attachment 2 – ESSA-Plan-Proposed-Alt.-ACCESS-Amendments-8.20.2025
Attachment 3 – ESSA-Plan-Proposed-Alt.-ACCES-Public-Comment-3.13.25-\ 4.12.2025

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to approve the proposed amendments to the Idaho Consolidated State Plan, as aligned to the Elementary and Secondary Education Act of 1965 (ESEA) as reauthorized by the Every Student Succeeds Act (ESSA), as provided in Attachment 2 and authorize the State Superintendent of Public Instruction to submit the amendment request on behalf of the State Board of Education.

Moved by _____ Seconded by_____ Carried Yes _____ No _____

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

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

Summary of Proposed Changes

Revised Reclassification Criteria for WIDA Alternate ACCESS

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

- **Composite Overall Score of PL4 - Expanding**

Intent to Develop an Alternate ACCESS Growth Indicator

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

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

Summary of Education Partner Engagement & Public Comment Process

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

English Language Proficiency Assessment – Advisory Committee

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

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

Accountability Oversight Committee

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

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

Idaho Assessment Technical Advisory Committee

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

- **November 13, 2024** – The committee confirmed that establishing reclassification criteria aligned with the retired criteria using a concordance is an appropriate approach. They also recommended developing a growth model that reflects realistic and measurable progress based on data trends.

Public Comment Feedback

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

1. Posting a public comment survey, outlining the proposed plan changes, to the Idaho Department of Education's ESSA webpage: https://www.sde.idaho.gov/topics/consolidated-plan/. This information was released on March 7, 2025, through April 13, 2025.

2. Sharing information and applicable public comment links within the Department's public newsletter, which was sent on March 13, 2025. The newsletter is sent to LEA superintendents, principals, program administrator, and others from the public who have elected to receive the newsletter.

3. Emailing education partners (District Test Coordinators and Idaho English Language Assessment Coordinators) listed within the Idaho District Contact Information List on March 13, 2025.

The following is an overview of the comments received.

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

Idaho's Consolidated State Plan

IDAHO DEPARTMENT OF EDUCATION
IDAHO STATE BOARD OF EDUCATION

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

(208) 332 6800

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

Idaho's Consolidated State Plan

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

APRIL 25, 2025

AMENDED

INTRODUCTION

Section 8302 of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA),[1] requires the Secretary to establish procedures and criteria under which, after consultation with the Governor, a State educational agency (SEA) may submit a consolidated State plan designed to simplify the application requirements and reduce burden for SEAs. ESEA section 8302 also requires the Secretary to establish the descriptions, information, assurances, and other material required to be included in a consolidated State plan. Even though an SEA submits only the required information in its consolidated State plan, an SEA must still meet all ESEA requirements for each included program. In its consolidated State plan, each SEA may, but is not required to, include supplemental information such as its overall vision for improving outcomes for all students and its efforts to consult with and engage stakeholders when developing its consolidated State plan.

COMPLETING AND SUBMITTING A CONSOLIDATED STATE PLAN

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

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

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

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

Alternative Template

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

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

[1] *Unless otherwise indicated, citations to the ESEA refer to the ESEA, as amended by ESSA.*

- Indicate that the SEA worked through CCSSO in developing its own template; and

- Include the required information regarding equitable access to, and participation in, the programs included in its consolidated State plan as required by section 427 of the General Education Provisions Act. See Appendix C.

Individual Program State Plan

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

Consultation

Under ESEA section 8540, each SEA must consult in a timely and meaningful manner with the Governor or appropriate officials from the Governor's office, including during the development and prior to submission of its consolidated State plan to the Department. A Governor shall have 30 days prior to the SEA submitting the consolidated State plan to the Secretary to sign the consolidated State plan. If the Governor has not signed the plan within 30 days of delivery by the SEA, the SEA shall submit the plan to the Department without such signature.

Assurances

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

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

COVER PAGE

Contact Information and Signatures

SEA Contact (Name and Position):

Sherri Ybarra
State Superintendent of Public Instruction
(208) 332-6815
sybarra@sde.idaho.gov

Dr. Linda Clark
President, Idaho State Board of Education
(208) 334-2270
clarklindaid@gmail.com

Idaho State Department of Education
PO Box 83720
Boise ID 83720

By signing this document, I assure that: *To the best of my knowledge and belief, all information and data included in this plan are true and correct. The SEA will submit a comprehensive set of assurances at a date and time established by the Secretary, including the assurances in ESEA section 8304.*
Consistent with ESEA section 8302(b)(3), the SEA will meet the requirements of ESEA sections 1117 and 8501 regarding the participation of private school children and teachers.

Authorized SEA Representative (Printed Name)
Superintendent Sherri Ybarra

Dr. Linda Clark,
President, Idaho State Board of Education

Sherri S Ybarra February 27, 2019

Signature of Authorized SEA Representatives
Superintendent Sherri Ybarra

Date:

Dr. Linda Clark,
President, Idaho State Board of Education

Date: February 27, 2019

Governor
Brad Little

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

Signature of Governor

Date: February 27, 2019

COVER PAGE FOR THE 2023 AMENDMENT

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

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

COVER PAGE FOR THE 2024 AMENDMENT

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

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

PROGRAMS INCLUDED IN THE CONSOLIDATED STATE PLAN

Instructions

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

☒ Check this box if the SEA has included all of the following programs in its consolidated State plan.

Or

If all programs are not included, check each program listed below that the SEA includes in its consolidated State plan:

☐ Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies
☐ Title I, Part C: Education of Migratory Children
☐ Title I, Part D: Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk
☐ Title II, Part A: Supporting Effective Instruction
☐ Title III, Part A: English Language Acquisition, Language Enhancement, and Academic Achievement
☐ Title IV, Part A: Student Support and Academic Enrichment Grants
☐ Title IV, Part B: 21st Century Community Learning Centers
☐ Title V, Part B, Subpart 2: Rural and Low-Income School Program
☐ Title VII, Subpart B of the McKinney-Vento Homeless Assistance Act: Education for Homeless Children and Youth Program (McKinney-Vento Act)

Instructions

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

A. Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies (LEAs)

1. **Challenging State Academic Standards and Assessments** *(ESEA section 1111(b)(1) and (2) and 34 CFR §§ 200.1–200.8.)*[2]

2. **Eighth Grade Math Exception** *(ESEA section 1111(b)(2)(C) and 34 CFR § 200.5(b)(4)):*

i. Does the State administer an end-of-course mathematics assessment to meet the requirements under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA?

☐ Yes
☒ No

ii. If a State responds "yes" to question 2(i), does the State wish to exempt an eighth-grade student who takes the high school mathematics course associated with the end-of-course assessment from the mathematics assessment typically administered in eighth grade under section 1111(b)(2)(B)(v)(I)(aa) of the ESEA and ensure that:

a. The student instead takes the end-of-course mathematics assessment the State administers to high school students under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA;

b. The student's performance on the high school assessment is used in the year in which the student takes the assessment for purposes of measuring academic achievement under section 1111(c)(4)(B)(i) of the ESEA and participation in assessments under section 1111(c)(4)(E) of the ESEA;

c. In high school:

1. The student takes a State-administered end-of-course assessment or nationally recognized high school academic assessment as defined in 34 CFR § 200.3(d) in mathematics that is more advanced than the assessment the State administers under section 1111(b)(2)(B)(v)(I)(bb) of the ESEA;

2. The State provides for appropriate accommodations consistent with 34 CFR § 200.6(b) and (f); and

3. The student's performance on the more advanced mathematics assessment is used for purposes of measuring academic achievement under section 1111(c)(4)(B)(i) of the ESEA and participation in assessments under section 1111(c)(4)(E) of the ESEA.

☐ Yes
☒ No

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

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

Not applicable.

3. **Native Language Assessments** (ESEA section 1111(b)(2)(F) and 34 CFR § 200.6(f)(2)(ii)):

i. Provide its definition for "languages other than English that are present to a significant extent in the participating student population," and identify the specific languages that meet that definition.

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

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

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

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

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

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

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

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

constructs of these two required statewide assessments.

iii. Indicate the languages identified in question 3(i) for which yearly student academic assessments are not available and are needed.

At this time, there are no other languages of origin for students that constitute a large enough percentage of the statewide student population to require additional translated versions of any Idaho Statewide assessment.

iv. Describe how it will make every effort to develop assessments, at a minimum, in languages other than English that are present to a significant extent in the participating student population including by providing:

a. The State's plan and timeline for developing such assessments, including a description of how it met the requirements of 34 CFR § 200.6(f)(4);
b. A description of the process the State used to gather meaningful input on the need for assessments in languages other than English, collect and respond to public comment, and consult with educators; parents and families of English learners; students, as appropriate; and other stakeholders; and
c. As applicable, an explanation of the reasons the State has not been able to complete the development of such assessments despite making every effort.

Not applicable.

4. **Statewide Accountability System and School Support and Improvement Activities** *(ESEA section 1111(c) and (d))*:

i. **Subgroups** *(ESEA section 1111(c)(2))*:

a. List each major racial and ethnic group the State includes as a subgroup of students, consistent with ESEA section 1111(c)(2)(B).

Within Idaho's accountability system, all required consistently underperforming subgroups are included in both federal reporting, as well as comprehensive and targeted school identifications.

- Economically disadvantaged are students with a free or reduced-price lunch status.
- English learners are those who have not yet tested as English proficient.
- Major racial and ethnic groups include American Indian or Alaskan Native, Asian, Black or African American, Native Hawaiian or Pacific Islander, White, Hispanic or Latino.
- Students with disabilities are students that meet eligibility criteria as outlined in the Idaho Special Education Manual according to the Individuals with Disabilities Education Act (IDEA).

b. If applicable, describe any additional subgroups of students other than the

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

Not applicable.

c. Does the State intend to include in the English learner subgroup the results of students previously identified as English learners on the State assessments required under ESEA section 1111(b)(2)(B)(v)(I) for purposes of State accountability (ESEA section 1111(b)(3)(B))? Note that a student's results may be included in the English learner subgroup for not more than four years after the student ceases to be identified as an English learner.

☒ Yes
☐ No

d. If applicable, choose one of the following options for recently arrived English learners in the State:

☒ Applying the exception under ESEA section 1111(b)(3)(A)(i); or
☐ Applying the exception under ESEA section 1111(b)(3)(A)(ii); or
☐ Applying the exception under ESEA section 1111(b)(3)(A)(i) or under ESEA section 1111(b)(3)(A)(ii). If this option is selected, describe how the State will choose which exception applies to a recently arrived English learner.

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

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

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

The minimum number of students required for graduation rate to be included for accountability is N >= 20.

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

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

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

ISDE's analysis showed that the difference in the number of K-8 and high schools captured
in Idaho's school identification system changed very little between N >=25, N >= 20, and N>= 15. Table 2 shows how many of Idaho's Title I schools meet the N-size requirement with N >= 20.

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

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

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

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

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

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

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

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

d. Describe how the State ensures that the minimum number is sufficient to not reveal any personally identifiable information.[3]
The State of Idaho places a high value on preserving the privacy of students and safeguarding their personally identifiable information (PII). To ensure that student data is treated with the utmost security, Idaho has enacted statutory protections found in Idaho Code § 33-133.

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

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

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

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

difference between the total of one or more cells of categorical data is less than 5 of the total student population. In addition, Data Management Council Policies and Procedures call for at least two cells to be redacted in most cases in order to prevent any cell required for redaction to be derived. Under DMC policy additional cells may be required to be redacted until the total of the exempt and therefore redacted aggregate data in a line or column equals 5 or more. Zero is considered a number.
Performance of student groups that are too small to be included in school identification is reported on the state website and on the state report card so long as the reporting meets the redaction rules detailed above. Enrollment numbers and percentages are displayed so long as there is at least one student within the subgroup.

iii. **Establishment of Long-Term Goals** *(ESEA section 1111(c)(4)(A))*:

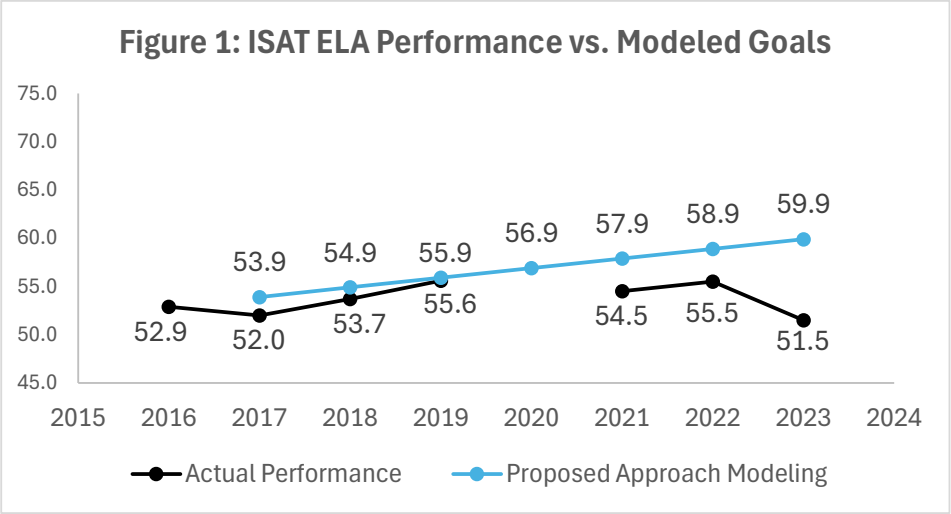
a. **Academic Achievement** (ESEA section 1111(c)(4)(A)(i)(I)(aa))

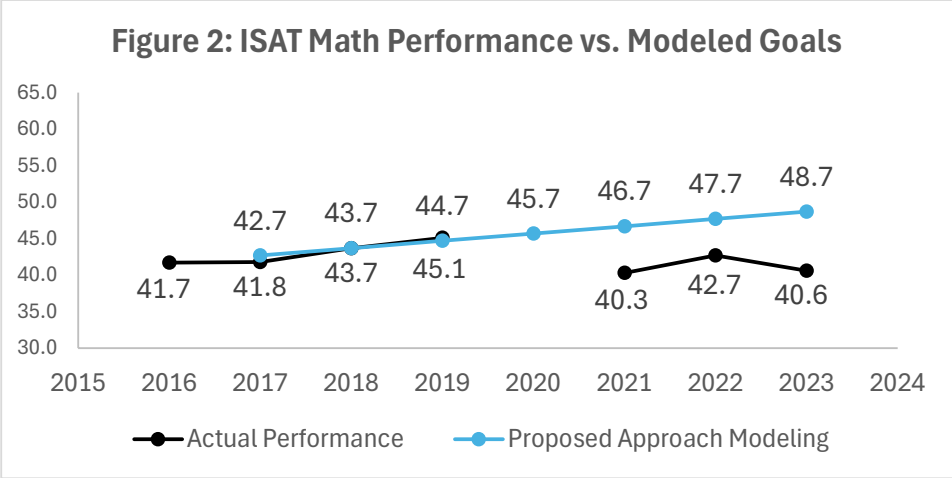
1. Describe the long-term goals for improved academic achievement, as measured by proficiency on the annual statewide reading/language arts and mathematics assessments, for all students and for each subgroup of students, including: (1) the timeline for meeting the long-term goals, for which the term must be the same multi-year length of time for all students and for each subgroup of students in the State, and (2) how the long-term goals are ambitious.

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

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

proposed model in 2016.





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

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

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

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

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

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

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

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

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

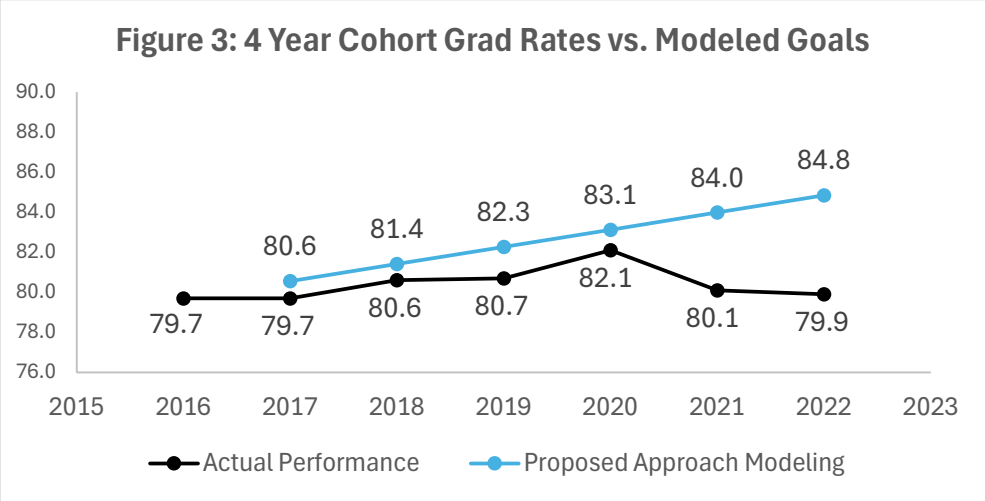
goal, and interim measures to reach that goal, which will close achievement gaps for student subgroups using attainable targets.

b. **Graduation Rate.** *(ESEA section 1111(c)(4)(A)(i)(I)(bb))*

1. Describe the long-term goals for the four-year adjusted cohort graduation rate for all students and for each subgroup of students, including: (1) the timeline for meeting the long- term goals, for which the term must be the same multi-year length of time for all students and for each subgroup of students in the State, and (2) how the long-term goals are ambitious.

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

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



Calculation: Long-term goal = (Class of 2022 baseline % proficient/advanced + 6) + (maximum 0 (All Students Class of 2022 baseline – group Class of 2022 baseline)) x 0.10)
Interim progress goal = (group's Class of 2029 long-term goal – group's Class of 2022 baseline) / 7

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

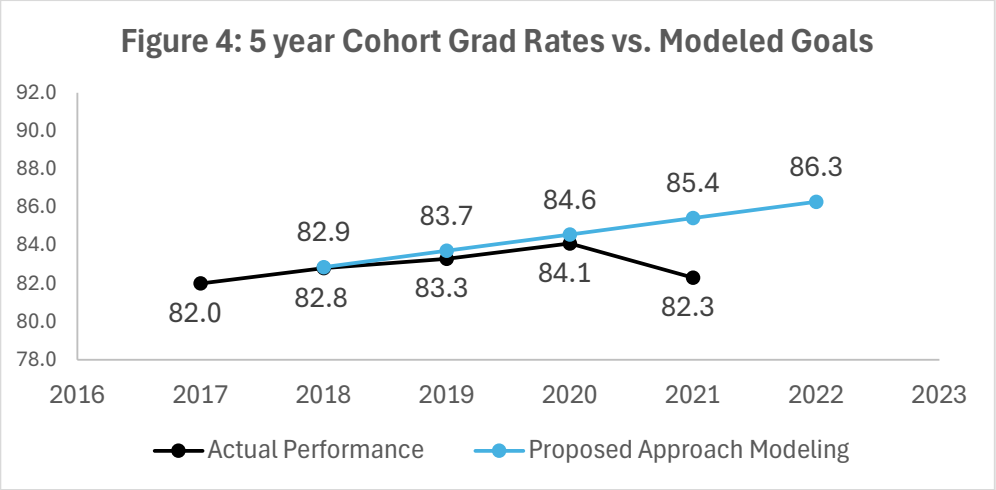
Table 5a: 4 year Graduation rate – Class of 2022 baseline, Class of 2029 long-term goal, and Class of 2023-Class of 2028 interim targets
***Reporting of 4 Year graduation rates lags 1 year**

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

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

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

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



Because the baselines (Class of 2022) are higher than the 4 year cohort graduation rate baselines, the proposed 5 year cohort graduation rate interim targets and long-term goals are all higher than the 4 year targets.

Calculation: Long-term goal = (Class of 2022 baseline % proficient/advanced + 6) + (maximum 0 (All Students Class of 2022 baseline – group Class of 2022 baseline)) x 0.10)
Interim progress goal = (group's Class of 2028 long-term goal – group's Class of 2022 baseline) / 7

Table 5b: 5-Year graduation rate long term goals and interim progress goals
***Reporting of 5 Year graduation rates lags 2 years**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~** Only years in which the student was continuously enrolled in Idaho schools count for the year counter in the first row of this table.*~~
~~*** English learners must meet proficiency (Idaho Language Instruction Educational Program*~~

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

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

English Language Proficiency Assessment

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

English Learners Achieving English Language Proficiency

General English Language Proficiency Assessment

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

General ELP Assessment – English Achievement Level Standard

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

Alternate English Language Proficiency Assessment

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

LIEP services once they become available.
Idaho defines English proficiency for its alternate ELP assessment as:

- Composite Overall Proficiency Level of PL4-Expanding.

English Learners Achieving English Language Growth Toward Proficiency

General English Language Proficiency Assessment

Recognizing that growth toward English proficiency is non-linear and influenced by students' initial proficiency level, Idaho has developed individualized growth targets to reflect realistic and attainable goals for each EL.
Table 6a outlines the growth expectations as they relate to the English language achievement level standards. The expected amount of growth is based on a student's starting proficiency level.

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

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

** Only years in which the student was continuously enrolled in Idaho schools count for the year counter in the first row of this table.*
*** English learners must meet proficiency (Idaho Language Instruction Educational Program exit criteria) to be considered as making the expected progress.*

Alternate English Language Proficiency Assessment

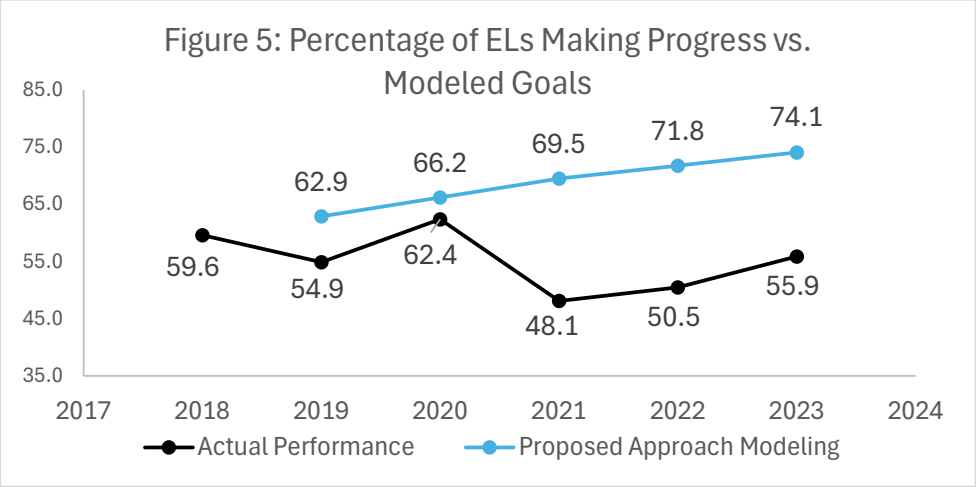
Idaho continues to actively engage education partners, technical advisory members, and field experts to establish a new Alternate ELP growth indicator for students with the most significant cognitive disabilities. This development process has included – and continues to include – gathering and synthesizing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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

School Categories

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

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

Academic Measures by School
Category K-8:

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

- English Learners making progress towards English language proficiency.

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

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

School Quality Measures by School
Category K-8:
- Chronic absenteeism rates for grades K-8.

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

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

a. **Academic Achievement Indicator**. Describe the Academic Achievement indicator, including a description of how the indicator (i) is based on the long-term goals; (ii) is measured by proficiency on the annual Statewide reading/language arts and mathematics assessments;(iii) annually measures academic achievement for all students and separately for each subgroup of students; and (iv) at the State's discretion, for each public high school in the State, includes a measure of student growth, as measured by the annual Statewide reading/language arts and mathematics assessments.

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

Academic achievement indicator measures:
- K-8 Schools
  - Idaho Student Achievement Test (ISAT) Mathematics grades 3-8
  - ISAT English Language arts (ELA)/Literacy grades 3-8

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Academic indicator measures:

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

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

Expectations for Students Who Have Not Scored Proficient or Above

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

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

Expectations for Students Who Have Scored Proficient

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

Minimum Expected Growth for Proficient Students

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

Expectations for Students Who Have Scored Advanced

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

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

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

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

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

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

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

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

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

Table 7: Graduation rate indicators

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

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

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

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

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

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

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

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

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

Table 8: School Quality Indicators

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

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

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

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

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

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

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

[4] *Graduation rate lags by one school year.*

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

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

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

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

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

The numerator and denominator are summarized below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

School Type (Title 1 Schools)	Math	ELA/ Literacy	Student Growth – Math	Student Growth – ELA/Literacy	English Learner Proficiency	Graduation Rate	School Quality
K-8	18	18	18	18	18	NA	10
K-8 (no ELs)	22.5	22.5	22.5	22.5	NA	NA	10
High school	22.5	22.5	NA	NA	22.5	22.5	10
High school (no ELs)	30	30	NA	NA	NA	30	10
Alternative high school	22.5	22.5	NA	NA	22.5	22.5	10
Alternative high school (no ELs)	30	30	NA	NA	NA	30	10

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

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

For K-8 schools, the key indicators are:

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

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

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

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

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

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

Qualitative Review Process

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

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

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

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

vi. **Identification of Schools** *(ESEA section 1111(c)(4)(D))*

a. **Comprehensive Support and Improvement Schools**. Describe the State's methodology for identifying not less than the lowest-performing five percent of all schools receiving Title I, Part A funds in the State for comprehensive support and improvement.

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

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

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

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

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

***Step 1**:*
For each indicator used in school identification, combine the performance of students in the school for the most recent three years and calculate a weighted average. For indicators for which three years of statewide data is not available, the state combines performance for the number of years that are available.

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

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

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

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

School X math performance

75%

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

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

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

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

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

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

Math Achievement Percentile Rank

$$\frac{\text{Number of schools below School X (181)}}{\text{Total Number of schools (378)}}$$

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

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

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

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

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

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

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

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

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

- Schools that meet or exceed the interim progress goals for each indicator.
- Schools that fall into the 90th percentile rank or above using the school identification methodology for each of the indicators in the framework.

b. **Comprehensive Support and Improvement Schools**. Describe the State's methodology for identifying all public high schools in the State failing to graduate one third or more of their students for comprehensive support and improvement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The state does not identify additional statewide categories of schools.

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

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

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

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

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

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

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

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

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

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

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

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

Schools with graduation rate below 67%:
Schools identified for comprehensive support and improvement by failing to graduate two- thirds of its graduating cohort may exit from comprehensive status if:

- The school's average graduation rate over the previous 3 years exceeds 67%, or
- The school's graduation rate for two consecutive years exceeds 67%.

b. **Exit Criteria for Schools Receiving Additional Targeted Support**. Describe the statewide exit criteria, established by the State, for schools receiving additional targeted support under ESEA section 1111(d)(2)(C), including the number of years over which schools are expected to meet such criteria.

Schools identified for additional targeted support will be assigned school

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

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

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

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

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

Next steps include:

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

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

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

Comprehensive and Integrated Field Review protocol:

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

- Interview LEA and school administrators.
- Collect and interpret data.
- Recommend additional school interventions to school, LEA, and state leadership.
- School, LEA, and state leaders agree upon and implement new interventions for the school.

d. **Resource Allocation Review**. Describe how the State will periodically review resource allocation to support school improvement in each LEA in the State serving a significant number or percentage of schools identified for comprehensive or targeted support and improvement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Management of Comprehensive and Targeted School Improvement

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

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

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

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

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

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

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

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

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

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

Improving Leadership Effectiveness

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

schools identified for comprehensive or targeted support and improvement.

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

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

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

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

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

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

Aligning Curriculum and Improving Instruction

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

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

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

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

Supporting English Learner Students

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

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

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

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

Extended Learning Time

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

Family and Community Engagement

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

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

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

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

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

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

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

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

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

Not applicable.

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

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

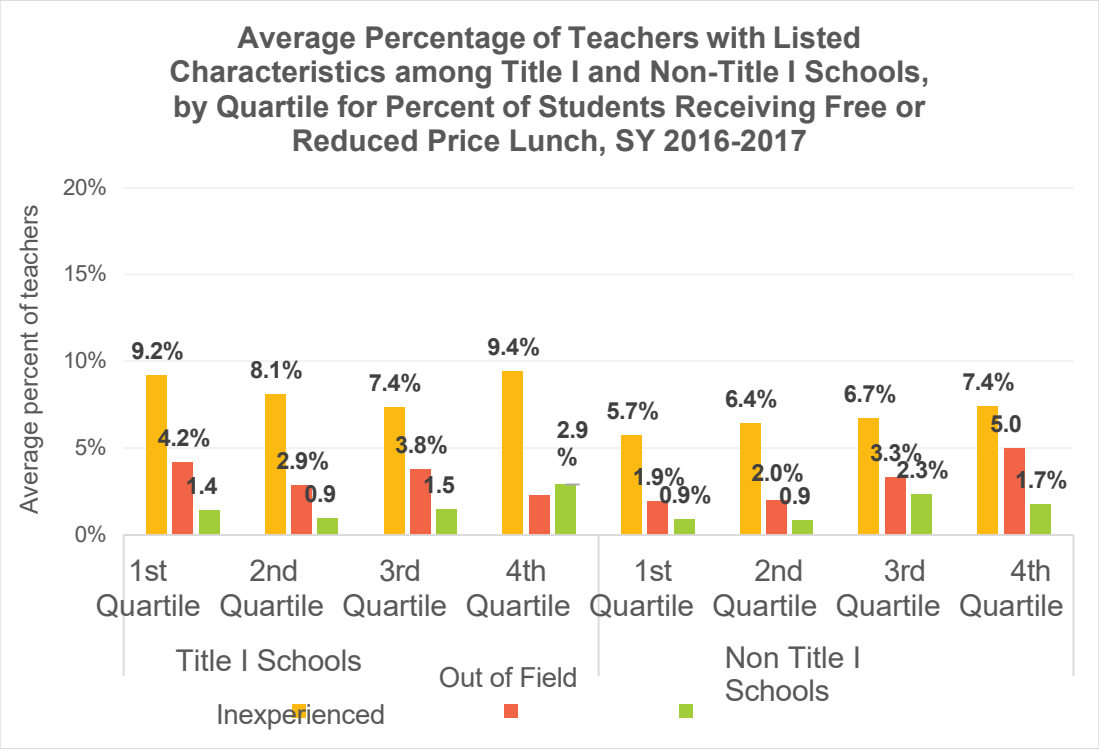
   U.S. Department of Education on June 1, 2015, and sparked a statewide effort to study recruitment and retention. ISDE continues to monitor and support LEAs as they continue to deal with the challenge of recruiting and retaining teachers.

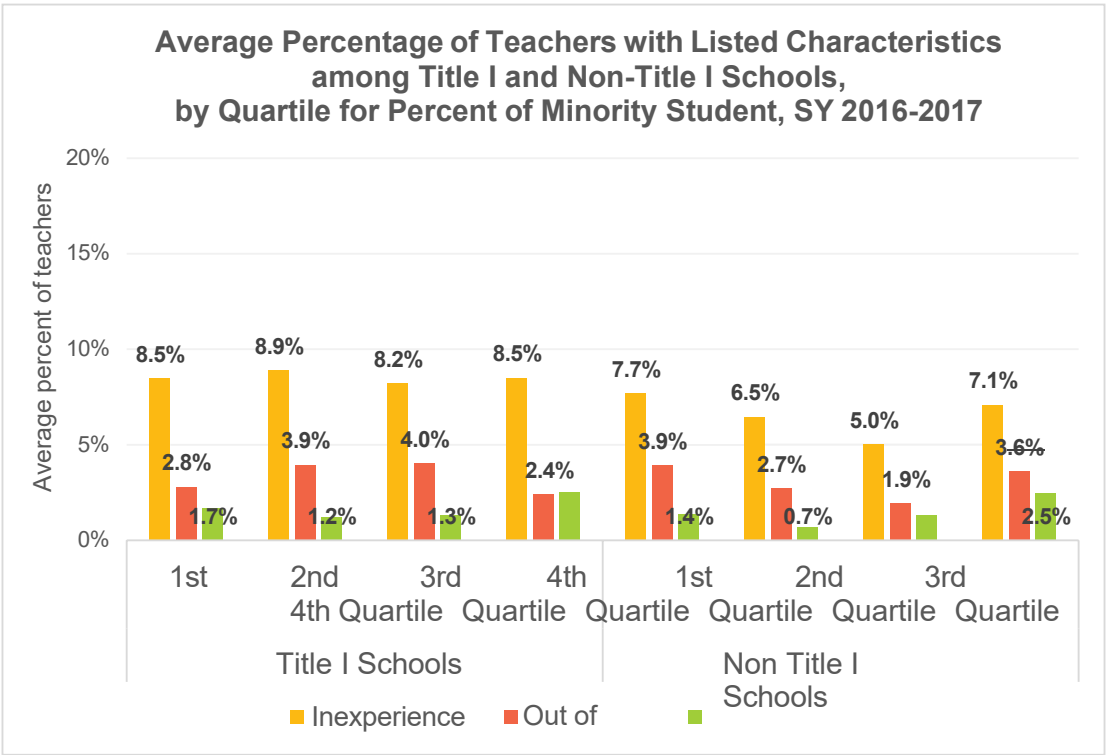
   As illustrated in the approved Equity Plan, Idaho has found that there is little to no correlation between student group and educator quality in the state. Idaho is continuing to address a general challenge with teacher recruitment and retention statewide, especially in Idaho's rural and remote school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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Planning

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

LEA Comprehensive Needs Assessment Process and Toolkit: ISDE provides tools to the LEAs for performing local needs assessments. The Idaho needs assessment surveys, suggestions for conducting a local CNA, and strategies for collecting and reporting needs data are found in the Idaho LEA Migrant Education Program (MEP) Comprehensive Needs Assessment Toolkit. The toolkit can be found on the Migrant webpage under Resource File in Migrant Services https://sde.idaho.gov/federalprograms/migrant/index.html. LEAs are provided with technical assistance in performing the CNA process and are monitored to ensure that local needs assessments are taking place.

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

Implementation

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

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

Evaluation

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

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

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

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

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

Preschool Children

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

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

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

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

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

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

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

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

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

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

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

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

iii. Measurable program objectives and outcomes.

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

School Readiness for Children Ages 3-5

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

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

English Language Arts/Mathematics

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

English Language Arts

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

English Language Arts continued

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

Mathematics

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

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

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

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

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

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

Non-instructional Support Services

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

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

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

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

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

Table 12: Migrant Student Information Exchange agreements

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

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

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

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

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

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

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

3. **Use of Funds** (ESEA section 1304(b)(4)): Describe the State's priorities for the use of Title I, Part C funds, and how such priorities relate to the State's assessment of needs for services in the State.

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

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

C. Title I, Part D: Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-Risk

1. **Transitions Between Correctional Facilities and Local Programs** *(ESEA section 1414(a)(1)(B)):* Provide a plan for assisting in the transition of children and youth between correctional facilities and locally operated programs.

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

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

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

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

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

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

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

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

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

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

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

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

D. Title II, Part A: Supporting Effective Instruction

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

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

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

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

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

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

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

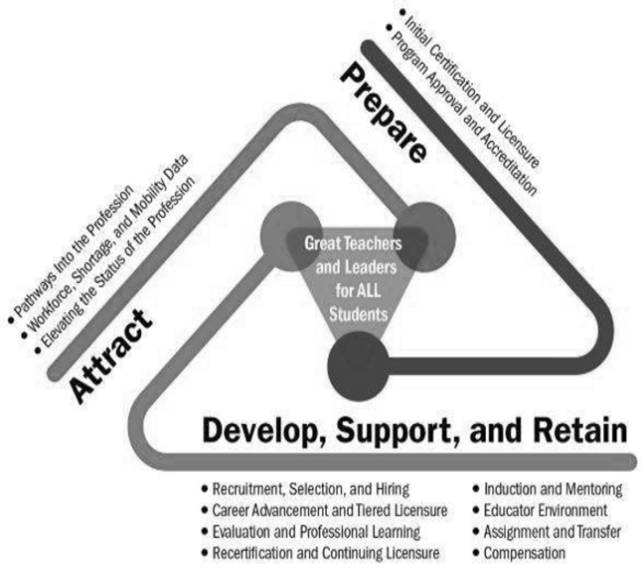
librarians are able to benefit from this valuable training, and more students will have access to a trained school librarian.

State Level Activities – Educators

Recruitment and Retention of Educators

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   ISDE created a cross-agency workgroup in 2015 to study the equitable distribution of educators across the state. ISDE worked with REL Northwest to analyze educator preparedness (inexperienced), content knowledge (teaching outside of field), and need (grade spans or content area). While the data analysis did not point to disparities in terms of the distribution of personnel who are working with low-income or minority students, it did identify a shortage of personnel across all areas, including areas not previously identified.
   The findings became part of Idaho's Equity Plan submitted to the U.S. Department of Education on June 1, 2015, and they sparked a statewide effort to study recruitment and retention.

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

Table 13: Proposed programs for supporting educators
Timeline: July 2017 to September 2022

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

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

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

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

An All Subjects Endorsement requires:
A minimum of 30 semester credit hours to include coursework in discipline-specific methods of teaching elementary subject areas, cognitive processes, learner development, learning differences, literacy and language development, K-8 subject content, classroom management and behavioral supports, instructional strategies and interventions, and formative and summative assessments. [Board Policy IV.D.2.a]

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

childhood and special education, child development and learning~~,~~, curriculum development and implementation, family and community relationships~~;~~, assessment and evaluation, central concepts of birth – grade 3 subjects, professionalism, and clinical experience including a combination of general and special education in the following settings: birth to age three (3), ages three to five (3-5), and grades K-3 general education. [Board Policy IV.D.2.t] Policy IV.D.2.f]

An Exceptional Child Education Endorsement requires: a minimum of (30) semester credit hours to include coursework in methods of teaching the exceptional child, learner development and individual learning differences, assessment and evaluation, designing and monitoring individualized education programs, central concepts of academic subjects, individual behavioral supports, instructional strategies and interventions, special education law, family and community relationships, and accommodations and modifications.[Board Policy IV.D.2.t]

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

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

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

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

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

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

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

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

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

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

Alternative Authorization – Teacher to New Certification

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

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

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

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

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

Table 14: Idaho Core Teaching Standards

The Learner and Learning

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

Content Knowledge

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

Instructional Practice

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

Professional Responsibility

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

State Specific Standards

Standard number and title	Standard description
Standard 11: American Indian Tribes in Idaho.	The teacher candidate should be able to distinguish between each of the federally recognized tribes with respect to the retention of the ancestral lands In Idaho: Coeur d'Alene Tribe, Kootenai Tribe of Idaho, Nez Perce Tribe, Shoshone-Bannock tribes, and The Shoshone-Paiute Tribes. Teacher candidates build capacity in learners to utilize the assets that each learner brings to the learning community based on their backgrounds and experiences.
Standard 12: Code of Ethics for Idaho Professional Educators	The teacher candidate understands the Code of Ethics for Idaho Professional Educators and its place in supporting the integrity of the profession.
Standard 13: Digital Technology and Online Learning.	The teacher candidate knows how to use digital technology to create lessons and facilitate instruction and assessment in face-to-face, blended, and online learning environments to engage students and enhance learning.

Supplemental Standards

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

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

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

- Audiology and Speech Language Pathologist - Council on Academic Accreditation, American Speech-Language-Hearing Association
- Nursing (School Nurse) - Commission on Collegiate Nursing Education
- School Counselor - Council for Accreditation of Counseling and Related Educational Programs
- School Psychologist - National Association of School Psychologists
- School Social Worker - Council on Social Work Education

4. **Improving Skills of Educators** *(ESEA section 2101(d)(2)(J))*: Describe how the SEA will improve the skills of teachers, principals, or other school leaders in order to enable them to identify students with specific learning needs, particularly students with disabilities, English learners, students who are gifted and talented, and students with low literacy levels, and provide instruction based on the needs of such students.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- STANDARD FOUR: CONTINUOUS PROGRAM IMPROVEMENT
  - Educator Preparation Providers maintain a system that consists of valid and trustworthy data from multiple measures that support continuous

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

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

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

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

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

E. Title III, Part A, Subpart 1: English Language Acquisition and Language Enhancement

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

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

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

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

   The Home Language Survey is currently available in Spanish and Russian and is being translated in additional languages represented in the state. English and translated HLS forms are available on the Idaho State EL and Title III Programs website for all LEAs to download.

   Step 2: If a student is identified as a potential EL, LEAs use additional resources and data to determine whether the student has already been identified as an EL in another LEA. If the following resources indicate that the student either has screened out of EL eligibility or has previously exited from EL programming, then the student does not qualify for EL program placement.

   - Idaho's English Learner Management System (ELMS)
   - Cumulative file review for WIDA assessments
   - Cumulative file review for English Learner Plans
   - Cumulative file review for EL exit forms
   - Communication with previous district (if necessary)

   Step 3: LEAs proceed with an English Language Proficiency (ELP) Screener Assessment administration, either WIDA Screener for Kindergarten or WIDA Screener, depending on the student's grade level and time of year of enrollment. They use the following Statewide EL Entrance Criteria to determine whether a student qualifies for EL or

whether they screen out of EL eligibility.

Table 15: Idaho's Statewide EL Entrance Criteria

Grade	First semester	Second semester
Kindergarten	WIDA Screener for Kindergarten • ≥ 5.0 Oral Language Proficiency Level • ≥ 4.0 Listening Proficiency Level • ≥ 4.0 Speaking Proficiency Level	WIDA Screener for Kindergarten • ≥ 5.0 Oral Language Proficiency Level • ≥ 4.0 Listening Proficiency Level • ≥ 4.0 Speaking Proficiency Level • ≥ 2.0 Literacy Score
1st Grade	WIDA Screener for Kindergarten • ≥ 5.0 Oral Language Proficiency Level • ≥ 4.0 Listening Proficiency Level • ≥ 4.0 Speaking Proficiency Level • ≥ 4.0 Literacy Score	• (Same as 2nd-12th grade)
2nd – 12th Grade	WIDA Screener • ≥ 5.0 Overall Proficiency Level Score • ≥ 4.0 Speaking Proficiency Level • ≥ 4.0 Reading Proficiency Level • ≥ 4.0 Writing Proficiency Level	WIDA Screener • ≥ 5.0 Overall Proficiency Level Score • ≥ 4.0 Speaking Proficiency Level • ≥ 4.0 Reading Proficiency Level • ≥ 4.0 Writing Proficiency Level

Screener assessment and program placement must occur within 30 days of the student's enrollment in the LEA. In order to ensure that potential ELs with special needs are correctly identified, the EL advisory panel will collaborate with special education stakeholders to establish alternate entrance criteria and processes for identifying ELs with special needs.

The ESSA EL Workgroup created a statewide process for identifying students whose parents may have indicated "English Only" on their Home Language Survey but who have exhibited characteristics of second language learners necessitating a need to amend the original HLS. In addition, the workgroup developed a statewide process to

remove the EL designation from a student who was erroneously identified. Lastly, the workgroup has assisted the ISDE with revising the parental notification form including an option to waive ELD services.

Exit Procedures: ~~Idaho's ESSA EL Workgroup has established the following EL Program Exit Procedures and Criteria first implemented in the 2019/2020 school year, based on the 2020 ACCESS for ELL results:~~

Language Instruction Educational Program Reclassification Criteria

Reclassification from a LEA's Language Instruction Educational Program (LIEP) occurs after a student has attained English proficiency. English proficiency for Idaho's General ELP and Alternate ELP assessments are outlined below.

General English Language Proficiency Assessment

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

Alternate English Language Proficiency Assessment

- ≥ PL4 Composite Overall Proficiency Level

Step 1: Review Assessment Data

Local Education Agencies (LEAs) review annual English language proficiency assessment results to determine which students meet Idaho's EL reclassification criteria.

Step 2: Update Student Status

LEAs update their local student information system to reflect the child has entered monitoring status. Students are monitored for a period of two years.

Step 3: Notify Families

LEAs use a statewide exit form to inform the parent of the child's reclassification status. Parent notifications are delivered in a language that is comprehensible to the parent. This notification includes details about their child's exit from EL services and transition into a two-year monitoring period.

~~*Step 1:* LEAs review annual EL proficiency assessment data to determine which students have met Idaho's EL Exit Criteria. Idaho administers the WIDA ACCESS for ELL or Alternate ACCESS for ELL to annually assess for EL proficiency.~~

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

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

~~A student is considered proficient when they receive a composite score equal to or greater than 4.2, with a minimum score of 3.5 in the domains of reading, writing and~~

~~listening, and a minimum score of 1 in the speaking domain.~~

~~*Step 2:* When students meet the exit criteria on the English language proficiency assessment, LEA staff members re-designate students to "exited year 1 monitoring" status in their school information systems. LEAs are required to complete the exiting process for eligible students before the end of the school year in which the student met the exit criteria. In other words, LEAs must use the results from the spring ACCESS for ELL and Alternate ACCESS for ELL assessment to update students' EL status in their school information system and inform parents by the end of the school year.~~

~~*Step 3:* LEAs will use a statewide exit form that is shared and explained to parents/families in a language they can understand to inform them of their child's program exit. In addition LEAs inform parents/families of the child's transition into a monitoring status for two years.~~

~~In order to ensure that ELs with special needs are correctly exited, the EL advisory panel collaborated with special education stakeholders to establish criteria and processes for exiting ELs with special needs taking the Alternate ACCESS for ELL. The following is a result of this collaboration:~~

- ~~ALT-ACCESS for ELL exit criteria~~
- ~~P2 Composite Proficiency Level~~

~~English learners with significant disabilities as documented by an Individualized Education Plan (IEP) will exit from the EL program when reaching P2 composite proficiency level on the ALT-ACCESS for ELL.~~

2. **SEA Support for English Learner Progress** *(ESEA section 3113(b)(6))*: Describe how the SEA will assist eligible entities in meeting:
   i. The State-designed long-term goals established under ESEA section 1111(c)(4)(A)(ii), including measurements of interim progress towards meeting such goals, based on the State's English language proficiency assessments under ESEA section 1111(b)(2)(G); and
   ii. The challenging State academic standards.

Assistance to LEAs for Long-Term Language Proficiency and Academic Goals
The State English Learner/Title III Department exists to assist LEAs with creating, implementing, and improving language instruction educational programs that provide equal learning opportunities for ELs. In order to achieve this, the State EL/Title III Department will analyze the long-term goals and interim progress for English language proficiency and academic standards established under ESEA section 1111(c)(4)(A)(ii). This ongoing and annual analysis will assist the department in determining statewide and individualized support needed for LEAs.

Moreover, with EL accountability now housed under Title I, the State EL/Title III Department staff are critical members on the previously mentioned State Technical Assistant Team (STAT). This group will be responsible for tracking progress, discussing data, and identifying needs and resources.

Additionally, the department will continue to review and monitor LEAs' annual EL plan within the Consolidated Federal and State Grants Application (CFSGA). LEAs must describe their Language Instruction Educational Program(s) (LIEP) to serve their ELs. These plans also include an opportunity for the LEA to describe linguistic and academic goal(s) for their English learners. Furthermore, LEAs describe within their State EL Plans their methods for meeting these linguistic and academic goals by describing coordination of services with other supporting programs, method for incorporating WIDA English Language Development Standards within instruction, and professional learning opportunities provided to all staff in the LEA on best practices in teaching English learners. The State EL/Title III Department will review the LEAs linguistic and academic goals for alignment to the long-term goals and interim progress for English language proficiency and academic standards established under ESEA section 1111(c)(4)(A)(ii). Additionally, the department uses this information to support LEAs in their individualized efforts. For example, if neighboring LEAs have similar goals, ISDE can target support regionally.

Currently, the ISDE has the following supports in place for schools and LEAs that can be tailored to address the specific linguistic and academic needs of their ELs:

Cross Collaboration
The EL/Title III Department engages in state-level collaboration with other ISDE programs such as Special Education, Migrant, Title I, Assessment, and others to address the needs of English Learners. Examples of state-level collaboration include professional learning opportunities for administrators, teachers, and paraprofessionals of English Learners as well as a consolidated grant application and program monitoring for LEAs. The STAT team is another example of cross collaboration.

Ongoing Technical Assistance
Ongoing technical assistance for all LEAs is provided in a variety of ways listed below. However, individualized technical assistance can be requested by an LEA at any time and may be delivered through a variety of methods:

1. Phone, email, and individual site visits
2. The EL Department webpage http://sde.idaho.gov/el-migrant/el/index.html
3. Quarterly webinars
4. Regional trainings
5. Yearly Summer English Learner Institute

Idaho Legislature
The Idaho Legislature provides funding to LEAs for ELs. House Bill 287 appropriates $450,000 for three-year grants to assist LEAs with meeting the academic needs of English Learners. House Bill 289 provides over 1 million dollars for research-based programs for ELs.

State Title III Consortium

State Title III Consortium provides members with additional technical and instructional support. The Idaho State EL/Title III program employs an EL program assistant who coordinates various professional development opportunities. LEAs have access to various trainings which include all training costs and materials. The State EL coordinator also provides on-site technical assistance and employs two (2) regional EL coaches who travel to LEAs around the state to support them and provide onsite technical assistance personalized to their needs.

EL Advisory Panel
The EL advisory panel assists the ISDE with state-wide planning and support on EL-related topics such as creating state-wide identification and exiting criteria for all LEAs.

Professional Development/Training
The Idaho State EL/Title III Department provides support for all Idaho educators of ELs through professional learning opportunities that are intentionally designed based on the timely needs of EL educators. ISDE recognizes that as the number of ELs grows, all educators must be mutually responsible for the language development and academic success of ELs and, therefore, all teachers are language teachers. The EL/Title III Department provides a menu of professional development options to ensure a wide variety of instructional frameworks and strategies are being covered based on local LIEP determination. This includes the Go-To Strategies, Sheltered Instruction, English Language Development (ELD) Standards, and pertinent English language acquisition topics.

State and National Partnerships
The State/Title III Department staff participates in and collaborates with multiple national partners and other state agencies for support in trending EL topics: Teaching English to Speakers of Other Languages (TESOL), Center for Applied Linguistics (CAL), WIDA, Wisconsin Center for Educational Research (W-CER), Regional Educational Laboratory (REL), Chief Counsel of State School Officers (CCSSO), EL State Collaborative on Assessment Student Standards (SCASS), National Association for Bilingual Education (NABE), and Idaho Association for Bilingual Education (IABE). Lastly, additional partnerships with Idaho's institutes of higher education provide components of EL education in preservice teacher education in an effort to prepare teachers with appropriate instructional strategies for the ELs in their classrooms.

The ISDE will continue to adapt, create, and implement additional supports for ELs in Idaho's schools based on need as identified through data.

3. **Monitoring and Technical Assistance** (ESEA section 3113(b)(8)): Describe:
   i. How the SEA will monitor the progress of each eligible entity receiving a Title III, Part A sub- grant in helping English learners achieve English proficiency; and
   ii. The steps the SEA will take to further assist eligible entities if the strategies funded under Title III, Part A are not effective, such as providing technical assistance and modifying such strategies.

Monitoring the implementation of Federal programs and the use of funds is a requirement of each of the Federal programs and an essential function of the ISDE. The ISDE monitors all LEAs thoroughly and in a variety of ways to ensure that all children have a fair, equitable, and significant opportunity to obtain a high-quality education. Moreover, the ISDE provides leadership and guidance to LEAs through technical assistance for the purpose of assisting LEAs with implementing highly effective educational programs to increase student achievement in Idaho. ISDE implements the following processes for monitoring federal programs including Title III-A:

Consolidated Federal and State Grant Application (CFSGA)
The Idaho Consolidated Federal & State Grant Application serves as an LEA's application for federal program funds. A consolidated approach, instead of separate applications for each of the individual programs, allows the programs to be cooperatively planned and implemented, and also helps to reduce the administrative burden. In addition, the CFSGA allows the EL/Title III Coordinator to monitor/review annual applications for Title III compliance, linguistic and academic goals, and use of funds. If an LEA's plan does not meet the criteria for approval, the coordinator coaches the LEA until the plan meets all the requirements. This approach is proactive in that it provides assistance before the LEA receives funding.

Selection Process for Onsite and Desk Monitoring of LEAs
In determining the list of LEAs to be monitored for the upcoming school year, the ISDE reviews several considerations:

1. The list of LEAs considered for monitoring in the upcoming year are derived from the ISDE's Ongoing LEA Master List, which identifies the year each LEA was last monitored.
2. Each federal program identifies risk factors for the LEAs identified for potential monitoring. Risk factors may be determined using data including the following:
    - State assessment performance data
    - Date/Year the LEA was previously monitored
    - Number and type of findings from the previous monitoring visit (such as programmatic, fiscal, policy, repeat findings)
    - Results of previous findings
    - Personnel turnover – new or inexperienced federal programs director or new superintendent
    - Audit Findings (such as incomplete audits or type of audit findings)
    - Significant carryover balances
    - Other "high-risk" factors identified by ISDE program coordinators (such as sudden and/or significant increase in English Learners, formal compliance complaint filed with the ISDE, SBOE, and/or U.S. Department of Education - Office for Civil Rights)
3. Approximately 25 LEAs are identified for monitoring annually. Monitoring is conducted by ISDE program staff either through on-site or desk monitoring.

Monitoring Process for Title III –A
During the monitoring visit, the EL/Title III Coordinator conducts classroom observations, interviews with staff, principals, students, and parents to determine if the LEA is addressing the linguistic and academic needs of their ELs. Additionally, the coordinator seeks evidence of support for the linguistic and academic goals described in the CFSGA.

Consolidated State Performance Report (CSPR)
Annual CSPR data submitted by the LEA for federal reporting is another opportunity for monitoring and possible technical assistance. LEA data is reviewed for accuracy as well as for state and local level trends.

Participation in STAT Team
As mentioned before, the State EL/Title III department will work with the STAT team to monitor the progress of LEAs and provide technical assistance based on the recommendations of this team.

The above-mentioned activities and processes will assist the ISDE in identifying LEAs that may need more specific and individualized support in identifying effective strategies for their ELs. If an LEA continues to struggle with implementing effective strategies for EL English proficiency, the ISDE will convene with the STAT team to determine additional resources needed to provide intensive support. Resources could include, but not limited to, in-depth professional development, recommendations for Title III program revisions and opportunities for peer observations with successful Title III districts.

F. Title IV, Part A: Student Support and Academic Enrichment Grants

1. **Use of Funds** *(ESEA section 4103(c)(2)(A)):* Describe how the SEA will use funds received under Title IV, Part A, Subpart 1 for State-level activities.

State Level Activities
Four percent of Idaho's Title IV-A allocation targeted for state activities will be directed toward required activities including training LEAs on applying for Title IV-A funds through the ISDE's Consolidated State and Federal Grant Application and compliance monitoring.

LEA Optional Use of Funds Aligned with State Level Activities

Idahoans understand that a well-rounded, community-oriented, student-focused education provides the knowledge and skills to live, learn, work, create, and contribute to society. In supporting a community-oriented and student focused education, the ISDE supports college and career readiness through academic readiness and advising including Advanced Opportunities, Next Steps Idaho and collaborative statewide partnership. Additionally, the ISDE supports STEM experiences which enhance 21st century workforce skills such as collaboration, innovation, problem-solving, critical and creative thinking, and teamwork. All students should have the opportunity to learn these critical 21st century workforce skills.

Title IV-A state funds support ISDE staff in providing technical assistance for LEAs in the creation of local Title IV-A plans and applying for funding as well as monitoring for compliance with federal rules and regulations. While compliance monitoring visits focus on adherence to the rules and regulations, the ISDE aims to use these visits as opportunities to provide technical assistance in addressing deficiencies and offering best practices in supporting students.

The ISDE will support LEAs in directing their Title IV-A allocations to provide equitable access to a well-rounded education and rigorous coursework in subjects in which female students, minority students, English learners, students with disabilities, or low-income students are underrepresented. Such subjects could include English, reading/language arts, writing, science, technology, engineering, mathematics, world languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, or physical education.

Existing state support will be leveraged to increase the impact of LEA Title IV-A funds around strengthening the instructional core and increasing access to a broad range of educational opportunities. Idaho currently has robust supports in place focused on a well- rounded education that includes professional development for teachers, instructional coaches, and mastery education funded by state dollars.

Regarding supporting safe and healthy students, LEA Title IV-A funds are used to train and equip LEA personnel with best practices specific to safe schools, crisis intervention, school violence prevention, suicide prevention, and alternatives to suspensions and

expulsions through existing statewide trainings and resources. In addition, Title IV-A funds may be used to provide schoolwide services that contribute to a positive and safe school environment by promoting mental wellness and suicide prevention among students.

2. **Awarding Subgrants** *(ESEA section 4103(c)(2)(B))*: Describe how the SEA will ensure that awards made to LEAs under Title IV, Part A, Subpart 1 are in amounts that are consistent with ESEA section 4105(a)(2).

   To ensure the requirement was accurately interpreted, the ISDE used a manual compiled and released by the US Department of Education on June 30, 2017. A link to the manual can be found here:

   An Excel template was created consistent with scenario 1 from the manual (p 2). The template has built in formulas, which include the following steps:

   1. Determine initial formula allocations based on LEA shares of Title I, Part A funds for the preceding fiscal year.
   2. Adjust upward allocations for LEAs whose initial allocation is below $10,000.
   3. Adjust downward, on a proportional basis, the initial formula allocations for all LEAs receiving more than $10,000.
   4. Repeat steps (iterations) as many times as necessary until there is no grant award with less than $10,000.

   The initial calculation is performed by the Federal Programs Department at the same time Title I, Part A allocations are calculated.

   Once Federal Programs Title allocations are finalized, the allocations are populated into the Idaho State Department Consolidated Federal and State Grant Application (CFSGA). After an LEA's CFSGA plan is approved for all programs, the funds are sent to the Grant Reimbursement Application (GRA). All LEAs receiving Title IV-A allocations receive no less than the minimum amount of $10,000.

   Once finalized, the allocations are populated into the Idaho State Departments online mechanism for LEA to submit plans and request funds for all title programs (Consolidated Federal and State Grant Application- CFSGA). Once populated LEAs are not able to request less than the populated amount, thereby assuring all LEAs receive no less than $10,000 in Title IVA funds.

G. Title IV, Part B: 21st Century Community Learning Centers

1. **Use of Funds** *(ESEA section 4203(a)(2)):* Describe how the SEA will use funds received under the 21st Century Community Learning Centers program, including funds reserved for State- level activities.

   ISDE reserves 2 percent of the appropriated amount for administration (approx. $130,000), which supports 1.08 FTE: partial salaries for a director, state coordinator, program specialist, and administrative assistant. The administration funds for Title IV-B are used to support eligible LEAs, Community-Based Organizations, Indian tribes or tribal organizations, and other public/private entities. Each year the ISDE provides regional training for interested organizations in applying for Title IV-B grant funds. The ISDE also use administrative funds for costs associated with the peer review process and required USED meetings.

   ISDE reserves 5 percent of the appropriated amount for state activity (approx. $325,000), which supports 0.9 FTE: partial salaries for a director, state coordinator, program specialist, and administrative assistant. The state activity funds for Title IV-B are used to support current grantees in providing monitoring and technical assistance. The ISDE partners with the Idaho Afterschool Network in developing and implementing school age quality standards. The ISDE also uses state activity funds to perform a statewide evaluation to assess the program's effectiveness in meeting performance measures.

Table 17: Title IV-B use of funds

Strategy	Timeline	Funding sources
New Grantee Training	Summer Annually	Title IV-B State Administrative Funds
21st CCLC Directors Meeting	Fall Annually	Title IV-B State Activity Funds
Request For Application (RFA) Training	Fall Bi-Annually	Title IV-B State Activity Funds
Grant Competition	Winter Bi-Annually (dependent on available funding)	Title IV-B State Activity
Peer Review Process Meeting	Spring Bi-Annually	Title IV-B State Administrative Funds
21st CCLC Directors Meeting	Spring Annually	Title IV-B State Activity Funds
21st CCLC Summer Institute	Summer Annually	Title IV-B State Administrative Funds
Grantee Monitoring & Technical Assistance	Ongoing	Title IV-B State Activity Funds

2. **Awarding Subgrants** *(ESEA section 4203(a)(4)):* Describe the procedures and criteria the SEA will use for reviewing applications and awarding 21st Century Community Learning Centers funds to eligible entities on a competitive basis, which shall include procedures and criteria that take into consideration the likelihood that a proposed community learning center will help participating students meet the challenging State academic standards and any local academic standards.

   ISDE reserves not less than 93 percent of the appropriated amount for ~~LEA~~ subgrants (approx. $6.5 million). Each year the ISDE hosts a grant competition (as unallocated funds allow) to applicants according to ESEA Sec. 4201(b)(3). The ISDE awards 5-year grants with a minimum of $50,000 per award. Award amounts are based on the applicant's needs and services provided to students; however, the ISDE provides guidance to applicants on typical award amounts based on per-pupil expenditures.

   The ISDE awards subgrants through a competitive process based on the merit of an applicant's grant application; needs assessment for before and after-school programs, project design, measures of effectiveness, budget, and other assurances as outlined in ESEA Sec. 4204. The ISDE awards additional points for entities that target students: (1) attending schools that are implementing comprehensive support and improvement activities or targeted support and improvement activities under ESEA Sec. 1111(d); and (2) who may be at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities, or who lack strong positive role models.

   The ISDE provides technical assistance and facilitates the grant application process; however, it does not participate in the decision making of the awards to applicants. The ISDE recruits a variety of peer reviewers (via email, newsletter, website, press release), which consists of individuals with diverse expertise, organization representation, geographic location, gender, racial and ethnic representation. The ISDE trains all reviewers and hosts a 1-day virtual meeting to discuss submitted applications. The peer reviewers make the decision of awarded applications based on the applicant's grant application and established scoring rubric.

Table 18: Title IV-B awarding subgrants timeline

Strategy	Timeline	Funding sources
Request For Application Training Workshops	Fall Bi-Annually 2017	Title IV-B State Administrative Funds
Grant Application Opens	Fall Annually	-
Grant Application Closes	January Annually	-
Peer Review	Spring Annually	-
Peer Review Process Meeting	Spring Annually	Title IV-B State Administrative Funds
Grant Awards Announced	April Annually	-
Funding to Grantees Begins	July 1	Title IV-B Subgrants

H. Title V, Part B, Subpart 2: Rural and Low-Income School Program

1. **Outcomes and Objectives** *(ESEA section 5223(b)(1))*: Provide information on program objectives and outcomes for activities under Title V, Part B, Subpart 2, including how the SEA will use funds to help all students meet the challenging State academic standards.

   Rural schools defined by Idaho Code are schools that have fewer than 20 enrolled students per square mile, or school districts within a county that contain less than 25,000 residents. The goal for students in rural schools is the same for all students—to achieve at the same level of proficiency and have access to higher education resources to be successful after high school. In order to achieve equity for rural students, the state has designated staff to support rural and low-income school programs and has created a working state plan for these programs http://www.sde.idaho.gov/federal-programs/rural/index.html. The plan was created in consultation with LEAs. The process for grant applications includes the Consolidated Federal and State Grant Application (CFSGA) online reporting system for LEAs to submit an application that includes budget, selected activates for use of funds, and measurable goals. The state also has an electronic evaluation report that is due in June each year.

Table 19: Title V-B objectives and outcomes

Objective	Outcome
Objective 1: Rural school students achieve at the same level of proficiency as all other students, and have access to higher education resources to be successful after high school.	Outcomes: Each Rural Low Income School (RLIS) grantee program will provide educational services for children and youth as described in the CFSGA to ensure that they have the opportunity to meet challenging State academic content and achievement standards.
Objective 2: ISDE has a method and annual timeline for providing annual technical assistance to RLIS eligible LEAs.	Outcomes: All RLIS LEA Federal Program directors and business managers attend training on RLIS requirements and eligibly at annual regional meeting.

2. **Technical Assistance** *(ESEA section 5223(b)(3))*: Describe how the SEA will provide technical assistance to eligible LEAs to help such agencies implement the activities described in ESEA section 5222.

   The state coordinator collaborates with Title I, Title II, Title III, and family and community coordinators; the charter school coordinator; and 21st Century Learning Center division to ensure program alignment and access to resources as well as training at least twice per year with LEA technical assistance as needed. ~~In~~ Idaho rural LEAs have participated in Northwest Rural Innovation and Student Engagement (NW RISE), a multi-state project that creates learning communities among schools in the rural northwest. Educators from Alaska, Idaho, Montana, and Washington can participate in NW RISE.

   The project is part of the Comprehensive Center 17 and includes two face-to-face

meetings per year as well as monthly opportunities for members to collaborate through video conference and a dedicated social media account. In addition, consultation and technical assistance is provided through the state's system of support which includes both on-site support through projects like Idaho Building Capacity, Idaho Regional Math ~~Centers~~, Idaho Content ELA Coaches, and opportunities to network with peers through various networks including the Idaho Superintendents Network and Idaho Principals Network.

I. Education for Homeless Children and Youth program, McKinney-Vento Homeless Assistance Act, Title IX, Subtitle A

1. **Student Identification** *(722(g)(1)(B) of the McKinney-Vento Act)*: Describe the procedures the SEA will use to identify homeless children and youth in the State and to assess their needs.

   All LEAs are required to have a local board-approved homeless policy that describes how the LEA will implement the following: definitions, identification, school selection, enrollment, transportation, services, disputes, free meals, eligibility for Title I services, training, coordination, and preschool. To assist in the identification of children and youth without housing, public notice of the education rights of homeless children and youth are to be disseminated and posted where such children and youth receive services. ISDE provides free brochures and posters. The state coordinator local liaison contact information is listed on each poster to provide technical assistance regarding enrollment, identification, and other issues affecting students in homeless situations. Liaisons are also provided assistance from the National Center for Homeless Education toll-free help line. ISDE requires a Housing Questionnaire in which the nighttime living status of every student is assessed by enrollment documentation. Each LEA has an identified liaison responsible for conducting the assessment and verification of homeless children and youth. Once the liaison verifies eligibility of the child or youth, they are reported in the LEA student management system that uploads to the Idaho System for Educational Excellence (ISEE) K–12 longitudinal data management system. Samples are available at http://www.sde.idaho.gov/federal-programs/homeless/index.html

   The identification of children and youth experiencing homelessness and assessing their needs is primarily the responsibility of the Local Educational Agencies (LEAs). The ISDE supports identification and needs assessment by:

   i. Providing annual regional training to local liaisons on the implementation of policies and regular processes for identification of homeless students and assessment of their needs and tracking liaison training;
   ii. Regularly notifying LEAs of training opportunities through the National Center for Homeless Education (NCHE);
   iii. Annually monitoring the needs assessment process for LEAs through monitoring ~~visits~~ and the completion of a self-assessment application;
   iv. Providing a best practice needs assessment worksheet and summary tool from NCHE on the ISDE website at http://www.sde.idaho.gov/federal-programs/homeless/index.html;
   Assuring that the ISDE State Coordinator is a participating member of the Idaho Continuum of Care, Special Education Advisory Panel, and Idaho HUD Homeless Advisory Council so that identification and needs assessment issues that merge in non-school contexts are appropriately addressed.

2. **Dispute Resolution** *(722(g)(1)(C) of the McKinney-Vento Act)*: Describe procedures for the prompt resolution of disputes regarding the educational placement of homeless children and youth.

All LEA liaisons are familiar with the ISDE dispute resolution policy posted on the ISDE website (www.sde.idaho.gov/federal-programs/homeless/index.html*)* through annual trainings provided by the state coordinator. All LEAs must have a written dispute resolution process that aligns with the state policy. This requirement is checked during federal program monitoring visits, and when LEAs submit assurances during their annual application for funding Sample letters are provided on the ISDE website. Homeless children and youth are provided all services during the dispute resolution process.

3. **Support for School Personnel** *(722(g)(1)(D) of the McKinney-Vento Act)*: Describe programs for school personnel (including the LEA liaisons for homeless children and youth, principals and other school leaders, attendance officers, teachers, enrollment personnel, and specialized instructional support personnel) to heighten the awareness of such school personnel of the specific needs of homeless children and youth, including runaway and homeless children and youth.

   ISDE provides staff development to LEA liaisons, including provisions of the McKinney-Vento Education for Homeless Children and Youth program; related state laws; the special needs of students experiencing homelessness; resource materials; and strategies for training teachers, counselors, support staff, administrators, homeless service providers, advocates, and others.

   All liaisons are required to attend annual training on McKinney-Vento to heighten the awareness of the specific needs of children and youth experiencing homelessness, including runaway and other unaccompanied homeless youth. Webinars and trainings are offered by the state and liaisons are regularly notified of trainings throughout the year. Local designated liaisons are required to have annual training for all staff including those in administration, transportation, nutrition, janitorial, nursing, and secretarial work on the needs of homeless children and youth, including runaway youth.

4. **Access to Services** (*722(g)(1)(F) of the McKinney-Vento Act)*: Describe procedures that ensure that:
   i. Homeless children have access to public preschool programs, administered by the SEA or LEA, as provided to other children in the State;
   ii. Homeless children and youth are identified and accorded equal access to appropriate secondary education and support services, including by identifying and removing barriers that prevent youth described in this clause from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with State, local, and school policies; and
   iii. Homeless children and youth who meet the relevant eligibility criteria do not face barriers to accessing academic and extracurricular activities, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs, if such programs are available at the State and local levels.

Public preschool programs: Idaho Code 33-201 identifies school-aged children as between the ages of five and twenty-one. Idaho does not fund pre-school programs. ISDE's Student Housing Survey (nighttime living status of every student) includes questions about siblings in the family

and assists with students eligible for secondary education who may not be currently identified. LEA liaisons collaborate with various agencies and service providers who work with homeless children and youth such as the Idaho Department of Health & Welfare, Salvation Army, area shelters, and Community Action Partnership Association of Idaho to make them aware of protections available to homeless, unaccompanied youth. LEA liaisons collaborate with service providers to advocate on behalf of these children and youth to ensure that the students have the opportunity to return to school and participate in these programs. ISDE has established collaboration with Head Start, and the ISDE state coordinator has been appointed to the Idaho Infant and Toddler Council.

Equal Access to Appropriate Secondary Education and Support Services: The state coordinator provides training with LEA liaisons pertaining to the critical element of identification of youth who are separated from public schools with equal access, without barriers to full or partial credit. Partnerships with Title I-A and other federal programs are used when available to access online courses, summer school, and tutoring for credit recovery.

In addition to training, Idaho conducts annual monitoring and requires the submission of an annual self-assessment Part of the monitoring process includes requiring evidence that the LEA policy and school processes and procedure ensure that homeless youth receive appropriate credit for full or partial coursework satisfactorily completed while attending public school.

Eligible Children and Youth Do Not Face Barriers: Every effort is made by all homeless liaisons and the state coordinator to include students in all academic and extracurricular activities. LEAs have policies to ensure homeless children and youth who meet the relevant eligibility criteria do not face barriers to accessing academic and extracurricular activities. Outreach is made by the liaison as needed to local support groups to assist with needs students might have to participate in extracurricular activities.

5. **Strategies to Address Other Problems** *(722(g)(1)(H) of the McKinney-Vento Act)*: Provide strategies to address other problems with respect to the education of homeless children and youth, including problems resulting from enrollment delays that are caused by—
    i. requirements of immunization and other required health records;
    ii. residency requirements;
    iii. lack of birth certificates, school records, or other documentation;
    iv. guardianship issues; or
    v. uniform or dress code requirements.

Idaho state and local policies prohibit LEAs from denying a child enrollment for lack of records and include short timelines for obtaining needed records, certifications, and other documents. All LEAs are required to set aside a minimum of 0.25 of 1% of their Title I allocation for homeless students. This can be used for all the above, as needed. ISDE and LEAs use the results of surveys, focus groups, and training evaluations to identify additional barriers caused by enrollment delays. ISDE disseminates information and provides technical assistance on how to remove barriers to school access throughout the state in its resource documents and, trainings. ISDE encourages LEAs to seek aid from local service or charitable organizations to help provide assistance that

helps meet these needs.

LEA's requiring uniforms must provide these items to enrolled homeless youth LEA's requiring uniforms must provide these items to enrolled homeless youth. In addition, MV Homeless Education Grant funds and homeless set aside funds can used to provide necessary clothing for school dress codes or school activities.

6. **Policies to Remove Barriers** (*722(g)(1)(I) of the McKinney-Vento Act)*: Demonstrate that the SEA and LEAs in the State have developed, and shall review and revise, policies to remove barriers to the identification of homeless children and youth, and the enrollment and retention of homeless children and youth in schools in the State, including barriers to enrollment and retention due to outstanding fees or fines, or absences.

   The ISDE and all LEAs must have a current homeless education policy that removes barriers to identification, enrollment, and retention including those due to outstanding fees, fines, or absences of homeless children and youth.

   The ISDE State Coordinator for the Education of Homeless Children and Youth will review and recommend revisions to state-level policies or procedures that may create barriers to the identification, enrollment, and retention of students identified as homeless. This review will be conducted in collaboration and coordination with other state and federally funded programs.

   The state coordinator will provide regular trainings and ongoing technical assistance to LEA Liaisons on all provisions of the McKinney-Vento Homeless Education Act.

   The state coordinator will provide written guidance documents regarding the needs to enroll and retain children and youth who are homeless, including the unique needs of various at-risk and diverse subgroups of students.

   Statewide and regional-level trainings will address policies and procedures to assure students remain enrolled in their school of origin for the duration of the school year, regardless of attendance status. These trainings will also focus on strategies to minimize barriers to enrollment and retention related to outstanding fees, fines, or absences.

   During annual trainings, local liaisons will bring their current policies to be reviewed. The policies will be examined to determine if these are legal and clear. If needed, policies will be revised to be ready for local board approval. The ISDE requires that LEAs regularly review policies as a best practice, and revise as necessary. Many school districts are working with the Idaho School Boards Association on writing and revising policies.

   The ISDE has added monitoring indicators reflecting this requirement to the Federal Programs Monitoring Tool. LEA policies and school processes and procedures are monitored through the federal program monitoring process, which requires specific evidence of compliance, and include a review of district policies and procedures to ensure that homeless students and their families receive education services for which they are eligible.

7. **Assistance from Counselors** *(722(g)(1)(K))*: A description of how youths described in section 725(2) will receive assistance from counselors to advise such youths and prepare and improve the readiness of such youths for college.

   The state coordinator works with LEA liaisons and school counselors at the secondary level to make sure homeless youth are receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with state, local, and school policies. An indicator has been added to the monitoring tool to address how youth will receive assistance from counselors to prepare and improve the readiness for college. It is a requirement and an expectation from the ISDE that counselors/liaisons will inform unaccompanied homeless youth of their status as independent students under section 480 of the Higher Education Act of 1965, and that they may obtain assistance from the liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

Appendix A Measurements of Interim Progress

Instructions: Each SEA must include the measurements of interim progress toward meeting the long-term goals for academic achievement, graduation rates, and English language proficiency, set forth in the State's response to Title I, Part A question 4.iii, for all students and separately for each subgroup of students, including those listed in response to question 4.i.a. of this document. For academic achievement and graduation rates, the State's measurements of interim progress must take into account the improvement necessary on such measures to make significant progress in closing statewide proficiency and graduation rate gaps.

a. **Academic Achievement**

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

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

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

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

b. **Graduation Rates**

4 year Graduation rate – Class of 2022 baseline, Class of 2029 long-term goal, and Class of 2023-Class of 2028 interim targets

***Reporting of 4 Year graduation rates lags 1 year**

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

5-Year graduation rate long term goals and interim progress goals
***Reporting of 5 Year graduation rates lags 2 years**

5 year Graduation Rate	Class of 2022 Baseline	Class of 2023	Class of 2024	Class of 2025	Class of 2026	Class of 2027	Class of 2028	Class of 2029
All Students	82.5%	83.4%	84.2%	85.1%	85.9%	86.8%	87.6%	88.5%
Economically Disadvantaged	73.0%	74.0%	75.0%	76.0%	77.0%	78.0%	79.0%	80.0%
English Learners	69.3%	70.3%	71.4%	72.4%	73.5%	74.6%	75.6%	76.6%
Students with Disabilities	60.0%	61.2%	62.4%	63.5%	64.7%	65.9%	67.1%	68.3%
American Indian or Alaskan Native	76.0%	77.0%	77.9%	78.9%	79.8%	80.8%	81.7%	82.7%
Asian or Pacific Islander	87.5%	88.4%	89.2%	90.1%	90.9%	91.8%	92.6%	93.5%
Black / African American	72.8%	73.8%	74.8%	75.8%	76.8%	77.8%	78.8%	79.8%
Hispanic or Latino	76.5%	77.4%	78.4%	79.3%	80.3%	81.2%	82.2%	83.1%
Native Hawaiian / Other Pacific Islander	75.6%	76.6%	77.5%	78.5%	79.4%	80.4%	81.3%	82.3%
Two or More Races	79.0%	79.9%	80.8%	81.7%	82.6%	83.5%	84.4%	85.4%
White	84.4%	85.3%	86.1%	87.0%	87.8%	88.7%	89.5%	90.4%

c. **Percent of Students Making Expected Progress toward English proficiency 2023 baseline, 2030 long-term goal, and 2024-2029 interim targets**

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

Appendix B Idaho's Accountability Framework

State satisfaction and engagement survey administered to parents, students, and teachers

01. **School Category.**
a. Kindergarten through grade eight (K-8): Schools in this category include elementary and middle schools as defined in Subsection 112.05.f.
b. High Schools, not designated as alternative high schools, as defined in Subsection 112.05.f.
c. Alternative High Schools
02. **Academic Measures by School Category.**
a. K-8:
i. Idaho Standards Achievement Tests (ISAT) Proficiency.
ii. ISAT growth toward proficiency based on a trajectory model approved by the State Board of Education.
iii. ISAT proficiency gap closure.
iv. Idaho statewide reading assessment proficiency.
v. English Learners achieving English language proficiency.
vi. English Learners achieving English language growth toward proficiency.
b. High School:
i. ISAT proficiency.
ii. ISAT proficiency gap closure.
iii. English Learners achieving English language proficiency.
iv. English Learners achieving English language growth toward proficiency.
v. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
vi. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
c. Alternative High School:
i. ISAT proficiency.
ii. English learners achieving English language proficiency.
iii. English learners achieving English language growth towards proficiency.
iv. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
v. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term.
03. **School Quality Measures by School Category.**
a. K-8:
i. Students in grade 8 enrolled in pre-algebra or higher.
ii. Communication with parents on student achievement (effective starting in the 2018-2019 school year).
iii. Chronic absenteeism.
b. High School:
i. College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs.
ii. Students in grade 9 enrolled in algebra I or higher.

iii. Communication with parents on student achievement (effective starting in the 2018-2019 school year).
iv. Chronic absenteeism.
c. Alternative High School:
i. Credit recovery and accumulation.
ii. College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs.
iii. State satisfaction and engagement survey administered to parents, students, and teachers (effective starting in the 2018-2019 school year).
iv. Communication with parents on student achievement (effective starting in the 2018-2019 school year).
v. Chronic absenteeism.

Appendix C GEPA 427 Statement

Information Regarding Equitable Access to and Participation in the Programs included in the Idaho Consolidated State Plan

The Idaho State Department of Education (ISDE) adheres to Section 427 of the General Education Provisions Act (GEPA). In carrying out its educational mission, the Idaho State Department of Education will ensure to the fullest extent possible equitable access to, participation in, and appropriate educational opportunities for individuals served. Federally funded activities, programs, and services will be accessible to all teachers, students and program beneficiaries. The ISDE ensures equal access and participation to all persons regardless of their race, color, ethnicity, religion, national origin, age, citizenship status, disability, gender or sexual orientation in its education programs, services, and/or activities.

For state-level activities as well as all other activities supported by federal assistance through our electronic grant application, ISDE will fully enforce all federal and state laws and regulations designed to ensure equitable access to all program beneficiaries and to overcome barriers to equitable participation. The ISDE will hold LEAs accountable for ensuring equal access and providing reasonable and appropriate accommodations to meet the needs of a diverse group of students, staff, community members and other participants.

Steps taken to ensure equitable access may include, but are not limited to the following; developing and administering a pre-participation survey to all potential participants in order to identify special accommodation needs (i.e., wheelchair access, assistive technology, transportation assistance); holding program related sessions/activities in Americans with Disabilities Act (ADA) accessible and compliant facilities; printing materials in multiple languages, when appropriate; offering multi-lingual services for participants and others as needed and appropriate; responsiveness to cultural differences; fostering a positive school climate through restorative practices; conducting outreach efforts and target marketing to those not likely to participate; making program materials available in braille or via audiotapes, when appropriate; providing assistive technology devices to translate/make accessible grant and program materials for participants requiring such accommodations; using technologies to convey content of program materials; using materials that include strategies for addressing the needs of all participants; pre-program gender and cultural awareness training for participants; development and/or acquisition and dissemination of culturally relevant and sensitive curriculum and informational materials; use of transportation services that include handicapped accommodations; transportation vouchers or other forms of assistance, on an as needed basis, to members (including teachers, students, and families) who must use public transportation to attend program activities.

Appendix D Research Supporting Educator Mentoring Focus

Burkhauser, S., Gates, S. M., Hamilton, L. S., & Ikemoto, G. S. (2012). First-Year Principals in Urban School Districts: How Actions and Working Conditions Relate to Outcomes. Technical Report. Rand Corporation.

Potemski, A., & Matlach, L. (2014). Supporting New Teachers: What Do We Know about Effective State Induction Policies? Policy Snapshot. Center on Great Teachers and Leaders.

Strong, M. (2006). Does new teacher support affect student achievement? (Research Brief). Santa Cruz, CA: New Teacher Center. Retrieved from http://www.newteachercenter.org/sites/default/ files/ntc/main/resources/BRF_

Villar, A., & Strong, M. (2007). Is mentoring worth the money? A benefit-cost analysis and five-year rate of return of a comprehensive mentoring program for beginning teachers. ERS Spectrum, 25(3), 1–17.

Submission Date	Please tell us about yourself:	What is your organization?	Organization Name	What is your role?	First Name	Last Name	City	Which of the following item(s) in the proposed addendum would you like to comment?	Comment	Comment
Mar 19, 2025	I am making comments on beh	Local Education Agency (LEA)	Jerome School District	District Administrator	Kim	Lickley	Jerome	ESEA section 1111(c)(4)(A)(ii) - English Language Proficiency (Alt. Reclassification Criteria) ESEA section 3113(b)(2)) - Exit Procedure ESEA section 1111(c)(4)(A)(ii) - English Language Proficiency (Intent to Develop an Alternate ACCESS Growth Indicator) Both.	I support this decision and feel	This is essential for monitoring the growth of all students we serve.

SUBJECT

IACTE Content Knowledge Portfolio Assessment for Certain Idaho Educator Preparation Providers

REFERENCE

April 2024 Board Adopted Praxis Bridge Alternate Assessment.

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.02.015.01.d - Standard Instructional Certificate
IDAPA 08.02.02.017.01 - Content, Pedagogy and Performance Assessment for Certification

BACKGROUND/DISCUSSION

One of the requirements for obtaining a Standard Instructional Certificate is that a candidate meet or exceed the state qualifying score on a State Board approved content area assessment aligned to the endorsement. (IDAPA 08.02.02.015.01.d). Each candidate currently meets or exceeds the state qualifying score on a State Board of Education (Board)-approved content area assessment. Praxis subject assessments (Praxis) are one of the Board-approved content area assessments.

On February 6, 2025, and June 12, 2025, the Recommendations Committee (Committee) of the Professional Standards Commission (PSC) reviewed and discussed a recommendation proposal for an alternative to the Praxis from the Idaho Association of Colleges of Teacher Education (IACTE).The proposal aims to reduce a barrier to certification for candidates who have demonstrated strong teaching potential despite unsuccessful attempts at passing the Praxis. If adopted, this alternative content assessment, the IACTE Content Knowledge Portfolio Assessment, will become an option for those completing a teacher preparation program with the following IACTE educator preparation providers (EPPs): Boise State University, Brigham Young University - Idaho, College of Idaho, Idaho State University, Lewis-Clark State College, Northwest Nazarene University, and University of Idaho.

As proposed, the IACTE Content Knowledge Portfolio Assessment will be an option for the following teacher candidates:

- A candidate who has made at least one (1) attempt at passing the Praxis and has failed within one standard error of measurement (1 SEM), or
- A candidate who has made at least two (2) attempts at passing the Praxis, the second attempt after developing and submitting a study plan to the EPP and has failed by greater than one standard error of measurement (1 SEM).

The components of the IACTE Content Knowledge Portfolio Assessment include:

- Evidence demonstrating the candidate's understanding of their content competency and professional judgement
    - Includes a narrative explaining how the evidence represents the candidate's content competency and professional judgement

- Praxis content area assessment score reports and study plan for improvement, if applicable
- Evidence of GPA of 3.0 or above in coursework aligned to the content of the Praxis content area assessment
- Demonstration of competency aligned to Domain 1 – Planning and Preparation, of the Danielson Framework for Teaching, Second Edition
- At least two (2) program faculty recommendations
- Evidence of adequate program progress as determined by EPP criteria

For the IACTE Content Knowledge Portfolio Assessment to be accepted by the EPP in lieu of a passing Praxis score, each component of the IACTE Content Knowledge Portfolio Assessment must meet expectations (Attachment 1).

While the Board approved an alternate content assessment, the Praxis Bridge, at its April 2025 meeting, the Praxis Bridge is available for a small number of assessments, and the creation of the Praxis Bridge for most assessments will take a matter of years. Additionally, the Praxis Bridge is available only to test takers who fail the assessment within one standard error of measurement (1 SEM). The IACTE Content Knowledge Portfolio Assessment can provide a means for candidates to demonstrate content knowledge outside of the Praxis assessment.

On June 13, 2025, the PSC voted to recommend the IACTE Content Knowledge Portfolio Assessment for certain Idaho educator preparation providers to the Idaho State Board of Education for consideration.

IMPACT

The IACTE Content Knowledge Portfolio Assessment lowers a barrier to teaching by providing a highly capable teacher candidate with an alternative means to demonstrate mastery of content when they are unable to attain a passing Praxis score.

ATTACHMENTS

Attachment 1 – IACTE Recommendation Proposal

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to approve the use of the IACTE Content Knowledge Portfolio Assessment by Boise State University, Brigham Young University - Idaho, College of Idaho, Idaho State University, Lewis-Clark State College, Northwest Nazarene University, and University of Idaho, as an alternate content assessment.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IACTE
Idaho Association of Colleges for Teacher Education

TO: Professional Standards Commission Recommendations Committee
FROM: Idaho Association of Colleges for Teacher Education
RE: Teacher Preparation, Alternative Content Assessment REVISED
Proposal DATE: May 22, 2025

INTRODUCTION

The Idaho Association of Colleges for Teacher Education (IACTE) members respectfully submit this proposal to the Recommendations Committee of the Professional Standards Commission (PSC), requesting that the PSC recommend to the Idaho State Board of Education the IACTE Content Knowledge Portfolio Assessment.

BACKGROUND

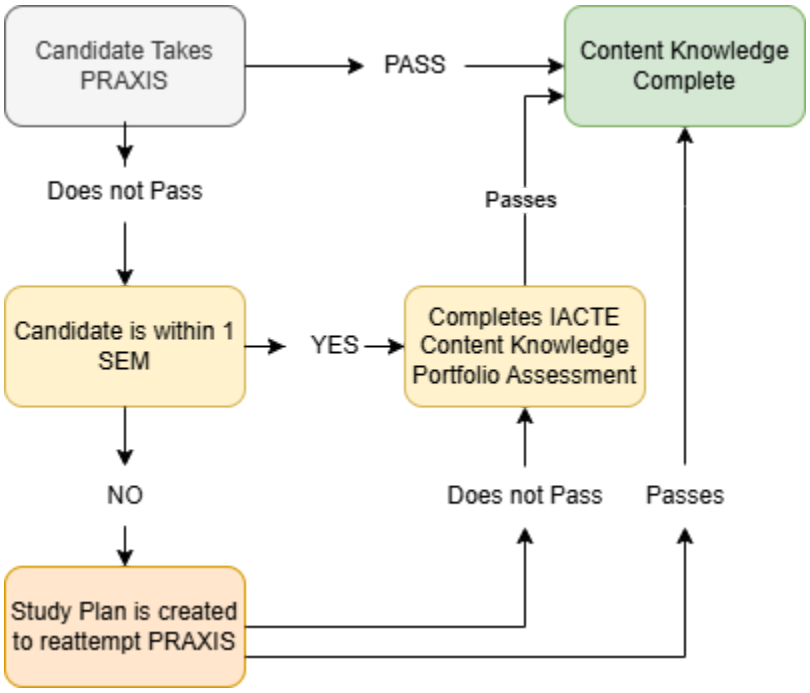
IACTE is making this proposal to the PSC as Idaho rules dictate that the "State Board of Education approved content, pedagogy and performance area assessments shall be used to ensure qualified teachers are employed in Idaho's classrooms. The Professional Standards Commission shall recommend assessments and qualifying scores to the State Board of Education for approval" (IDAPA 08.08.02, 017.01).

Candidates in Idaho's educator preparation programs (EPPs) are required to meet several requirements to be eligible for an Idaho Educator Credential, one of which is to "meet or exceed the state qualifying score on the state board approved content area and pedagogy assessments" (IDAPA 08.08.02, 015.01.d.).

A "content assessment" for teacher candidates refers to an evaluation method used to assess knowledge and understanding of the subject matter they intend to teach. Currently, Idaho's EPPs use the Praxis content area assessments to satisfy state requirements.

An alternative content assessment pathway would enhance flexibility for IACTE EPP members, **reduce barriers** to certification, and ultimately enable the graduation and **successful entry** into the classroom of **qualified teachers**. IACTE has been motivated by a genuine effort to consider potential alternative assessment to Praxis in the event that a candidate has shown they would make a well-started teacher; however, they cannot pass the Praxis content area assessments due to a learning disability, test anxiety, length of time away from content, affordability/cost, or other unforeseen circumstances. IACTE members agree that, while a small subset of teacher candidates may be eligible for this alternative assessment, this new pathway would enable highly prepared candidates who are very near program completion to enter the teaching workforce, which is in critical need of quality educators.

Figure 1. Decision Flowchart



RECOMMENDATION

Therefore, IACTE proposes an alternative content assessment for candidates who have demonstrated strong teaching potential, despite previous unsuccessful attempts at passing the Praxis content area assessments. This alternative content assessment will be an option for those receiving an institutional recommendation from the following IACTE educator preparation providers: Boise State University, Brigham Young University - Idaho, College of Idaho, Idaho State University, Lewis Clark State College, Northwest Nazarene University, University of Idaho.

Alternative Content Assessment Recommendation:

IACTE Content Knowledge Portfolio Assessment

Criteria

The criteria outlines what the EPP will consider before allowing a candidate to use the ***IACTE Content Knowledge Portfolio Assessment.***

1. The teacher candidate has made at least one (1) attempt at passing the Praxis content area assessments and the score is within one (1) Standard Error of Measurement (SEM) of the Idaho-approved cut score. No second attempt is necessary. The teacher candidate moves forward to complete the portfolio components.

OR

2. The teacher candidate has made at least one (1) attempt at passing the Praxis content area assessments and the score is below the requisite passing score and outside of SEM. Teacher candidate develops and submits a study plan for improvement and makes a second attempt of Praxis content area assessments. If the teacher candidate does not pass on the second attempt, the candidate moves forward in the process to complete the portfolio components as listed below to demonstrate competency in the specific endorsement area aligned to the required state competencies.

In both cases, the teacher candidate must meet the minimum criteria of demonstrated success in other areas of the program as proven by early field placement experiences, disposition assessment(s), and/or interviews.

Portfolio Components

The components section outlines what the teacher candidate must submit to the EPP to meet the requirements of the ***IACTE Content Knowledge Portfolio Assessment.***

- Narrative - written document that consists of a description and justification for the inclusion of the evidence provided to demonstrate candidate's understanding of their professional judgement and content competency.
    - Description - writing that explains what the evidence is or what it consists of as used in the portfolio.
    - Justification - writing that defends the use of the identified evidence and communicates how the evidence represents the candidate's content competency.
- Praxis content area assessments score reports and study plan for improvement (if applicable)
- Evidence of GPA of 3.0 or above in coursework aligned with the content of the Praxis content area assessments
- Demonstration of competency aligned with Domain 1 (Danielson Framework)
- Program faculty recommendations - at least two recommendations
- Evidence of adequate progress in the program (to be determined by EPP criteria).

Assessment Checklist

Success Criteria: Candidate must meet expectations in all components to qualify.

IACTE Content Knowledge Portfolio Assessment Checklist

Component	Meets Expectations	Does Not Meet Expectations
Narrative: Description	Clearly and accurately explains each piece of evidence with relevant context.	Description is missing, unclear, or does not explain the evidence.
Narrative: Justification	Provides a clear rationale connecting the evidence to content competency and professional judgment.	Justification is missing or does not support how evidence demonstrates competency.
Praxis Score Report and Study Plan (if applicable)	Includes current Praxis score report and a relevant study plan (if applicable).	Missing score report or required study plan.
GPA Evidence	Composite GPA of 3.0 or above in content coursework.	GPA requirement is not met or documentation is missing.
Demonstration of Competency (Danielson Domain 1)	Provides evidence that aligns with and supports competencies in Domain 1.	Evidence is missing or not aligned with Domain 1.
Faculty Recommendations	Two or more program faculty recommendations	Recommendations are missing or insufficient.
Evidence of Progress in Program	Demonstrates adequate program progress per EPP criteria.	Does not demonstrate sufficient progress or documentation is missing.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 20, 2025

TAB	DESCRIPTION	ACTION
1	**STRATEGIC PLANS – POSTSECONDARY INSTITUTIONS AND AGENCIES UNDER THE BOARD'S GOVERNANCE**	Action Item
2	**TEMPORARY RULE – DOCKET NO. 08-0203-2503, PERTAINING TO SPED MANUAL**	Action Item
3	**PROPOSED RULE – DOCKET NO. 08-0202-2501, PERTAINING TO CODE OF ETHICS AND CTE CERTIFICATE**	Action Item
4	**PROPOSED RULE – DOCKET NO. 08-0203-2501, PERTAINING TO SPED MANUAL**	Action Item
5	**PROPOSED RULE – DOCKET NO. 08-0203-2502, PERTAINING CONTENT STANDARDS**	Action Item
6	**PROPOSED RULE – DOCKET NO. 08-0205-2501, PERTAINING TO PAY FOR SUCCESS CONTRACTING**	Action Item
7	**PROPOSED RULE – DOCKET NO. 55-0103-2501 PERTAINING TO CTE DEFINITIONS SECTION**	Action Item
8	**2025 IDAHO COMPREHENSIVE MATHEMATICS PLAN**	Action Item
9	**BOARD POLICY VII.C CAREER TECHNICAL EDUCATOR CERTIFICATION – FIRST READING**	Action Item

TAB	DESCRIPTION	ACTION
10	BOISE STATE UNIVERSITY PRESIDENT SEARCH UPDATE	Information Item

SUBJECT

Strategic Plans – Postsecondary Institutions and Board Agencies

REFERENCE

April 2023	The Board discussed institution and agency FY2024-FY2028 strategic plans.
June 2023	The Board approved FY2024-FY2028 institution and agency strategic plans.
April 2024	The Board reviewed FY2025-FY2029 institution and agency strategic plans.
June 2024	The Board approved FY2025-FY2029 institution and agency strategic plans.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §§ 67-1901 - 1903
Idaho State Board of Education Governing Policies & Procedures, Section I.M.1

BACKGROUND/ DISCUSSION

Idaho State Constitution, Article IX, Section 2, provides that the general supervision of the state educational institutions and public school system of the State of Idaho, "shall be vested in a state board of education, the membership, powers and duties of which shall be prescribed by law." The Board and its executive agencies are charged with enforcing and implementing the education laws of the state. Due to these broad responsibilities, the Board serves multiple roles. The Board sits as a policy-making body for all public education in Idaho, provides general oversight and governance for public K-20 education, and has a direct governance role as the Board of Regents for the University of Idaho and the board of trustees for the other public four-year college and universities. The K-20 Education strategic plan must encompass all of these aspects of Idaho's public education system.

Idaho Code § 67-2903 sets out minimum planning elements that are required to be in every agency and institution strategic plan as well as the annual review and updating requirement that is the basis for the Board's strategic planning cycle.

In October the Board reviews performance measure outcomes from the K-20 Education Strategic Plan as well as the performance of the agencies and institutions under its governance. The data review and work session discussion help to guide revision efforts on the strategic plan for the next cycle. In December, the Board reviews any proposed revisions to the K-20 strategic plan and provides feedback on the proposal. These revisions are then incorporated into the strategic planning discussions with the institutions and executive agencies. Per Division of Financial Management (DFM) guidance, the Strategic Plans are due with State Board of Education's budget submission on August 29, 2025.

The institutions and agencies under the oversight of the Board are required to submit an updated strategic plan each year. At a minimum, the plans must encompass the current year and four years going forward. Board staff have been working with the institutions and agencies who submitted their first draft plans in April. Institutions and agencies have been working to revise their plans and incorporate the three strategic measures of enrollment, retention, and graduation. Once approved by the Board, the Office of the State Board of Education submits all of the plans to DFM.

The single biggest change to review in this year's plans are the changes at our eight institutions to include the four main strategic measures that the Board has created: Student Access, Student Retention, Student Success, and Student Affordability. Student access is measured as annual enrolment headcount and annual enrollment FTE from the State Board of Education's PSR-1 annual enrollment report. Student retention is measured as the percentage of first-time, full-time students retained fall to fall as measured on the IPEDS fall enrollment report. Student success is measured as the percentage of first-time, full-time students graduating within 150% of time as measured on the IPEDS graduation report. Student affordability is measured differently across all eight institutions, with each institution proposing their own way to measure how affordable their tuition is for students enrolled.

For ease of use, we have asked all eight institutions to create a page in their strategic plan with each of these measures grouped together and titled as such. This will allow quick access and analysis of how each institution is performing in the four key areas that the board has asked to emphasize.

The goal of the creation of these four measures, particularly the first three on access, retention, and success, is to give a uniform basis of judgement across each institution with the same source of truth for the numbers. This will allow board members to easily see performance at each institution while having the confidence to know it is being measured the same across all eight.

IMPACT

If the Board approves the proposed strategic plan, it will be submitted with the State Board of Education budget to be approved by the DFM. The Board approved K-20 strategic plan also helps inform the strategic plan development process for agencies and institutions under the Board's governance.

OSBE Staff will submit Board-approved strategic plans to DFM on behalf of the institutions and agencies DFM deadline.

ATTACHMENTS

Attachment 01 – K-20 Education Strategic Plan

Institutions

Attachment 02 – University of Idaho
Attachment 03 – Boise State University
Attachment 04 – Idaho State University
Attachment 05 – Lewis-Clark State College

Community Colleges

Attachment 06 – College of Eastern Idaho
Attachment 07 – College of Southern Idaho
Attachment 08 – College of Western Idaho
Attachment 09 – North Idaho College

Agencies

Attachment 10 – Idaho Public Schools/Department of Education
Attachment 11 - Idaho Division of Career Technical Education
Attachment 12 – Idaho Division of Vocational Rehabilitation
Attachment 13 – Idaho Public Television
Attachment 14 – Idaho Public Charter School Commission

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the agency and institution strategic plans.

BOARD ACTION

I move to approve the institution and agency strategic plans as presented in Attachments 1-14.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



650 W. State Street ● Room 307 ● Boise, ID ● 83702

P.O. Box 83720 ● Boise, ID ● 83720-0037

FY2025-FY2029

Idaho K-20 Public Education – Strategic Plan

An Idaho Education: High Potential – High Achievement

Idaho State Board of Education

650 W. State Street • Room 307 • Boise, ID • 83702

P.O. Box 83720 • Boise, ID • 83720-0037

OUR MISSION

To drive improvement of the K-20 education system for the citizens of Idaho, focusing on quality, results, and accountability.

OUR VISION

A student-centered education system that creates opportunities for all Idahoans to improve their quality of life.

OUR VALUES

- Access
- Innovation
- Preparedness
- Resilience

OUR STRATEGIC GOALS

- Educational Readiness (K-12)
- Educational Access (Transition)
- Educational Attainment (Postsecondary)

GOAL 1

EDUCATIONAL READINESS (K-12)

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 leadership across grades K-3.

Performance Measures:

1.A.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).

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
Literacy Proficiency	65%	68%	66%*	67%*	*72%*	*75%*

**SY 2022-23 and SY 2023-24 proficiency rates based on the re-normed IRI by Istation.*

1.A.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.

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
Literacy Growth	N/A*	N/A*	N/A*	N/A*	*58.5%**	*65%**

** New IRI Assessment launching 2025-26; growth model still in development.*

Objective B: Mathematics. Provide effective mathematics leadership across grades 6-8.

Performance Measures:

1.B.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).

	Current Data				Benchmark[1]	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
Math Proficiency	37.9%	39.4%	38.3%	40.8%	*40.3%*	*44.3%*

1.B.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.

FY26 Benchmark: 47.6%

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
Math Growth	N/A	N/A	N/A	N/A	*46%*	*52%*

** NEW Growth Model effective SY 2024-25, so proposed Benchmarks (if required) are estimates based on modeling*

Objective C: Graduation. Increase Idaho's high school graduation rate.

Performance Measures:

1.C.I 5-Year Adjusted Cohort Graduation Rate (ACGR)[2]

FY26 Benchmark: 87%

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
5-Year ACGR	2020 Cohort 84%*	2021 Cohort 82.3%	2022 Cohort 82.5%	2023 Cohort 83.1%	2024 Cohort 84.2%	2028 Cohort 87.6%

**Due to pandemic closures, some graduation requirements were waived for the 2020 Cohort, which raised grad rates.*

GOAL 2

EDUCATIONAL ACCESS (transition)

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.

Performance Measures:

2.A.I Percent of high school graduates who were funded for one or more advanced opportunities.

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
Advanced Opportunity	75.2%	75.6%	76.4%	78.7%	*80%*	*88%*

Objective B: Student Engagement. Increase high-school student engagement in exploring postsecondary opportunities.

Performance Measures:

2.B.I Percent of Idaho public high school seniors who complete the Free Application for Federal Student Aid (FAFSA).

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
FAFSA	39.9%	38.6%	42.1%	44.9%	*45%*	*50%*

2.B.II Percent of Idaho public high school seniors who submit at least one application through Apply Idaho.

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
Apply Idaho	43.9%	48.6%	49.5%	56.9%	*60%*	*70%*

Objective C: College-Going. Increase the rate at which high school graduates pursue postsecondary opportunities.

Performance Measures:

2.C.I Percent of high school graduates who enroll in an Idaho public postsecondary institution in the fall immediately following graduation.

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
College-Going: After High School Graduation	43.9%	42.4%	43.6%	43.6%	*60%*	*60%*

2.C.II Percent of high school graduates who enroll in an Idaho public postsecondary institution within 36 months of high school graduation.

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
College-Going: Within 36 months	55.3%	52.7%	N/A	N/A	*80%*	*80%*

GOAL 3

EDUCATIONAL ATTAINMENT (postsecondary)

Idaho's public colleges and universities and career technical education programs fuel a strong workforce pipeline evidenced through a greater number of student completing certificates and/or degrees, including workforce credentials.

Objective A: Enrollment. Increase enrollment as defined on the PSR-1 annual report at our institutions.

Performance Measures:

3.A.I Number of undergraduate, degree-seeking students per academic year at the institution reporting. PSR 1 Annual Enrollment Report.[3]

Full-Time Enrollment FY26 Benchmark: 56,400
Headcount FY26 Benchmark: 117,850

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
Enrollment	51,875	51,184	49,606	49,992	*50,000*	*53,000*
Head Count	106,112	109,136	111,610	114,422	*115,000*	*122,000*

Objective B: Retention. Increase student retention rate.

Performance Measures:

3.B.I Percentage of new full-time degree or certificate-seeking students from the previous fall who either re-enrolled or successfully completed their program by the current fall. IPEDS Source.

FY26 Benchmark: 75%[4]

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
Retention	4year 72.85%, 2year 60.24%	4year 75.50%, 2year 57.98%	4year 75.70%, 2year 62.66%	4year 75.71%, 2year 64.11%*	*4year 76%, 2year 65%*	*4year 79%, 2year 70%*

Objective C: Graduation. Increase completion of certificates and degrees through Idaho's educational system.

Performance Measures:

3.C.I Graduation Rate: 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). IPEDS Source.

FY26 Benchmark: 50%

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
Graduation	4year 50.49%, 2year 30.00%	4year 53.65%, 2year 32.77%	4year 55.4% 2year 34.63%	4year 53.73%, 2year 35.85%	*4year 55% 2year 37%*	*4year 60% 2year 45%*

3.C.II Unduplicated headcount of graduates, by highest level attained.

FY26 Benchmark: 18,000[5]

	Current Data				Benchmark	
	FY 2021	FY 2022	FY2023	FY2024	FY 2026	FY 2030
Certificates and Degrees	14,521	15,043	14,832	15,522	*18,000*	*20,000*

KEY EXTERNAL FACTORS

The Board's responsibility of governance and oversight of public education in Idaho is focused on providing a high-quality education with opportunities and access for all Idaho residents, regardless of their education level or location. Key factors in this process include:

- A unified, K-20 governing board that is able to set policy statewide from K to career, helping align the different parts of our system to work together.
- A pro-education Governor that has chosen to support Idaho's public education system, directing the Board to have a specific focus on K-3 literacy and encouraging Idaho students to pursue post-secondary training and education.
- The structure of public education in Idaho provides an opportunity of focusing work on common goals while still maintaining Idaho's spirit of local control for each school district. This enables the state to drive strategic policy and planning while allowing school districts to decide how to operate day-to-day.

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.

[1] Benchmark is based on Accountability Oversight Committee recommendations and reflects the FY23 6-8 aggregated baseline proficiency ate of 38.8%.

[2] 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.
[3] Numbers based on average four-year change across all eight institutions.
[4] The 2021-2022 systemwide outcome was 70%.
[5] 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.


University of Idaho
STRATEGIC PLAN
2026-2030
IDAHO
IGNITE
student
success
DRIVE
experiential learning
for all students
ADAPT
the educational model
HARNESS
research innovation and partnerships
OPTIMIZE
operational excellence



OVER THE PAST FIVE YEARS, THE UNIVERSITY OF IDAHO BUILT A WAVE OF MOMENTUM.



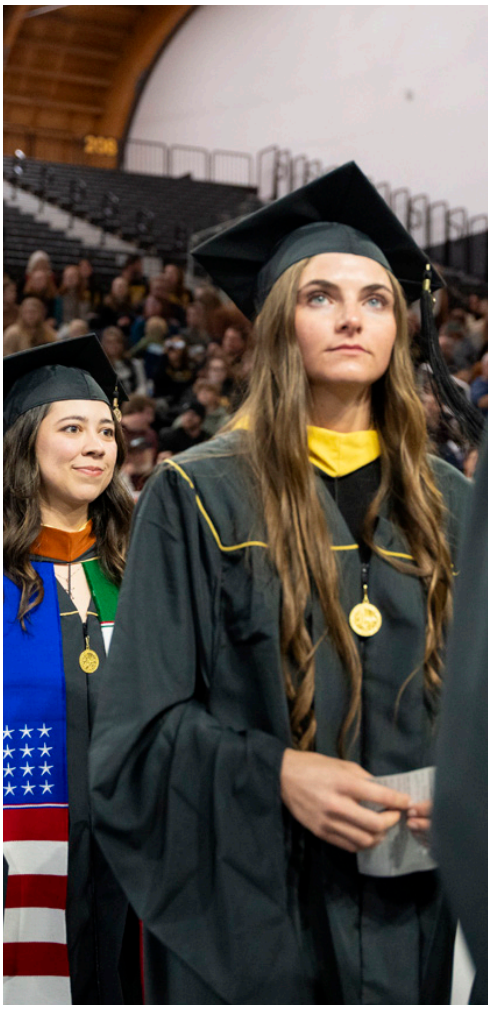
Bucking national trends, the U of I has posted eight straight semesters of enrollment growth. This year, the university became the first and only institution in the state to earn Carnegie R1 research status, and it set a new record with $141 million in research expenditures for 2024. And eight months before the end of the capital campaign, the U of I topped its $500 million goal. The Brave. Bold. Unstoppable. campaign is already the largest fundraising effort in state history.

These accomplishments highlight the hard work of employees and dedication of the Vandal Family. They also put the university in excellent position to plan for the future.

The University of Idaho's 2026-2030 Strategic Plan will carry the institution through a critical time. Challenges like the enrollment cliff and a shifting research landscape loom. But through sound planning, embracing technology and holding steadfast to the university's mission, vision and values, the U of I will lead our state into the future.

Artificial intelligence is embedded in each pillar of the strategic plan as a tool to elevate student success, partner with Idaho industry, accelerate discovery, enhance operational excellence and extend the university's impact.

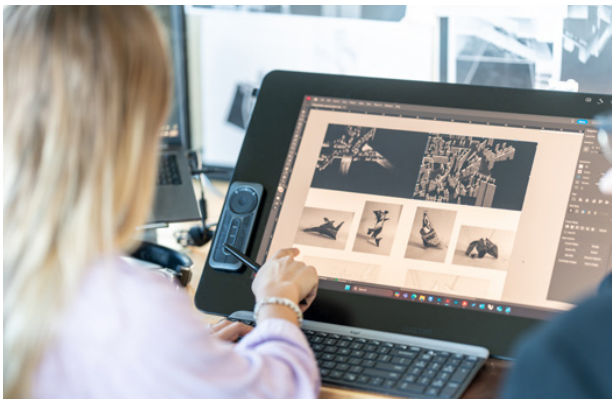
The U of I community is excited for the years ahead and has built a remarkable legacy of service over the past 135 years. Loyal alumni, innovative faculty, enterprising students and a supportive community look forward to reaching greater heights over the next five years.



President Scott Green











MISSION

The University of Idaho will shape the future of Idaho and beyond through innovative research, education and community engagement.

VISION

The University of Idaho will prepare students to thrive by reimagining the role of experiential learning in the student experience and by transforming how and where education is delivered. We will drive economic growth and improve quality of life in Idaho and communities we serve by building strategic partnerships and by conducting research that provides sustainable solutions to complex problems.



A COMMUNITY-ENGAGED PROCESS

The university's strategic plan was shaped with input from a broad range of community members throughout its development.

Current state analysis

In Fall 2024, over 100 community members—including employees, students, alumni, regional center CEOs, employer partners and donors—engaged in interviews and focus groups to better understand the university's current state.

Mission, vision and values survey

In January, we received more than 860 responses to a community survey in which respondents shared feedback related to the university's mission, vision and values.

Thematic focus groups

In Spring 2025, Strategic Planning Council members facilitated a series of thematic focus groups where dozens of employees shared ideas for potential initiatives to be considered in the planning process.

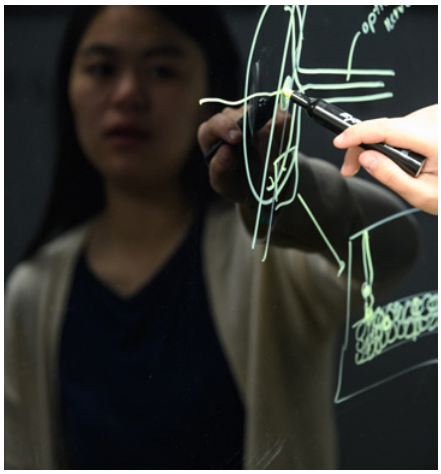
Plan socialization

In early May, U of I leadership hosted a town hall to share the strategic plan outline with over 500 members of the U of I community. The plan was also posted online, and we incorporated feedback from the U of I community.









PILLAR 1

IGNITE STUDENT SUCCESS

We are transforming undergraduate, graduate and continuing education by leveraging advanced technologies, data-driven insights and personalized approaches to enhance the learning experience. Our commitment to innovation includes using emerging tools such as AI to create customized recruitment, retention and academic support strategies. By integrating cutting-edge solutions, we empower every student to thrive.

Signature initiatives

- **A1. Provide a high-impact education with a focus on delivering the best value in the West:** Ensure all qualified Idaho students can pursue an education at the University of Idaho with superior outcomes—including the opportunity to earn competitive regional wages.
- **A2. Reimagine the first-year experience with technology-enhanced support:** Transform the first-year experience by integrating existing onboarding programs, cohort-based engagement, mentorship and learning communities with AI-powered tools that deliver personalized, data-driven experiences, feedback and timely interventions to strengthen student connection, retention and long-term success.
- **A3: Teach students how to apply AI in their disciplines and their lives:** Invest in AI programs to produce an informed and capable workforce and citizenry by teaching all undergraduate and graduate students how to effectively and ethically leverage benefits of AI in their education, careers and lives. While the promise of AI includes everything from producing

operational efficiencies to rapidly conducting research that will improve the human condition, we will also include topics such as data privacy and intellectual property in our curriculum.

- **A4. Foster a welcoming campus experience that prioritizes connection, engagement and student well-being:** Create a campus atmosphere where students can thrive by expanding access to social, cultural and athletic activities —such as concerts, theater, academic symposiums and student organizations— while strengthening services and expanding spaces that support mental and physical health.

Foundational work

- The University of Idaho is the **Best Value Public University in the West**, as ranked by U.S. News and World Report, for five years running. The ranking recognizes the quality of the university's programs in relation to the net cost to students. U of I first earned its best value ranking in 2021 and has remained No. 2 nationally, only behind the University of North Carolina-Chapel Hill.
- U of I's **Housing and Residence Life programs** earned national recognition for student engagement, campus involvement, residential programming and national engagement. U of I's Residence Hall Association was named the 2025 School of the Year by the National Association of College and University Residence Halls.
- U of I includes students in the Vandal Family well before they arrive on campus through tools like **ZeeMee**. The social engagement platform is designed to connect prospective and admitted students, providing a dedicated space for students to build community, ask questions and begin forming relationships prior to meeting in person. The Fall 2025 ZeeMee community grew 63% over 2024, to 3,519 students.
- U of I professor Tim Boester led the **redesign of Math 143**, a key gateway course for many undergraduate students. The student-centered redesign helps students engage with the material on a deeper level and prepares them for more advanced courses later in their careers. The results are improved grades and retention. The university is now undertaking similar course redesigns for entry level classes in communications and writing.



From the fashion runway to communication scholar

After her career as a fashion model, Celilo Miles graduated with honors in 2025 with a bachelor's in communication and won the College of Letters, Arts and Social Sciences' prestigious Lindley Award.

The Lapwai High School graduate is also a wildland firefighter on a Nez Perce tribal crew. She is pursuing a graduate degree at U of I, working with Travis Paveglio, professor of natural resource sociology. Miles would like to work toward a position as a public information officer in her community.

"I decided I needed to work on myself intellectually," Miles said. "I had spent several years modeling, and it wasn't intellectually stimulating, so I always knew education would be my next step."









PILLAR 2

DRIVE EXPERIENTIAL LEARNING FOR ALL STUDENTS

We believe that learning goes beyond the classroom. Our commitment to “Learn by Doing” ensures that 100% of students — regardless of program and modality — participate in hands-on experiences that complement their academic journey. Whether through internships, co-op programs, undergraduate research, study abroad programs, creative projects or community engagement, experiential learning prepares our students to think critically, solve problems and thrive in disparate professional environments. Next-generation tools like AI and advanced digital platforms are increasingly woven into these opportunities — supporting student learning and enhancing real-time feedback. This approach not only deepens academic understanding but also equips students with the skills, adaptability and confidence to succeed in their careers and communities.

Signature initiatives

- **B1. Expand research learning opportunities:** Provide students with meaningful experiences beyond the classroom by increasing participation in faculty-guided and self-directed research. These opportunities equip students with practical skills and prepare them to contribute responsibly to their professions and communities. By connecting academic learning with real-world problem-solving, we help students become thoughtful leaders who are ready to meet Idaho’s needs.

- **B2. Strengthen workforce and community-based partnerships and student support:** Broaden access to meaningful, career-building experiences by expanding partnerships with employers and connecting students to community-based projects and study abroad programs. Enhance student preparation, advising and career services to ensure high-quality placements across all disciplines, while scaling up opportunities for internships and co-ops.
- **B3. Build the systems to deliver 100% student participation in experiential learning:** Develop the policies, infrastructure and technology — including AI-powered platforms — for tracking, scaling and supporting experiential learning. Invest in central systems and services that support college and unit efforts to coordinate faculty, employer and community partnerships, and provide real-time data to ensure every student is connected to a personalized, impactful hands-on experience by graduation.

Foundational work

- In 2024, the **Chobani Scholars** program awarded $80,000 to four students who are pursuing careers in agriculture, including its first two recipients from the College of Engineering. Chobani Scholars awards $20,000 scholarships distributed over four years, granting priority to students from the Magic Valley who intend to pursue a career in food production and the dairy industry and may not have the financial means to attend college on their own.
- U of I's **capstone courses** provide students the opportunity to collaborate with companies and community organizations on real-world projects. In the College of Art and Architecture, the design-build program worked with university partners on the Vandal Healing and Memorial Garden and constructed affordable housing in Moscow. In the College of Engineering, students work with NASA, Schweitzer Engineering Laboratories and others to tackle projects with the guidance of mentors in their respective industries.
- Each fall, U of I holds a one-week **police mini academy**, operated by the Moscow Police Department and U of I's criminology program. It's an initiation for a handful of students who want to see what it's like to be a cop. It is also the preamble for student cadets on the Moscow force to learn the basics of police work. The immersive experience began in 2022 and often leads to law enforcement-related internship opportunities for students.
- A team of U of I business students made history in 2025, becoming the first group to place first at the Chartered Financial Analyst Society's Spokane **Research Challenge**. The annual competition provides university students with intensive training in financial analysis and professional ethics. Spring 2025 is the first time a U of I team has placed in the local competition.



Stafford explores aquatic insects as indicator species

U of I undergraduate Jack Stafford's research shows the breadth of projects funded by INBRE — the IDeA Networks of Biomedical Research Excellence — to promote public health.

Stafford's U of I curriculum and research are outdoor focused, and not usually associated with white lights and lab coats, but the INBRE grant will help pay for his research projects in the College of Natural Resources. One of the studies includes identifying aquatic insects that are an indicator species of healthy rivers.

"If these insects are found in rivers and streams, it shows the water is good quality, and their absence can mean there's a problem like a type of pollution that may also affect communities and people living alongside the river," said Stafford, who is from Sandpoint.









PILLAR 3

ADAPT THE EDUCATIONAL MODEL

We recognize our role in preparing learners for success in a rapidly changing world. To do that effectively, we are reimagining educational experiences to be more flexible, accessible and aligned with the needs of today's learners — from traditional undergraduate and graduate students to working adults and lifelong learners. As workforce needs in Idaho shift and new industries emerge, we are designing pathways from K-12 through higher education that respond quickly and effectively to these changes. By rethinking our educational approaches in response to technological disruption, designing adaptable program formats and prioritizing skills that matter, we are creating a learner-centric model where students thrive — wherever they are and wherever they are going.

Signature initiatives

- **C1. Deliver the Vandal experience to all learners:** Regardless of modality, timing, location or the pathway they choose to pursue their educational goals, all students will have access to experiential learning, advising, tutoring, targeted professional development and AI-enabled support systems, as well as social events through online and regional communities.
- **C2. Expand academic reach and regional impact through targeted investment:** Advance the University of Idaho's impact by investing in regional centers, as well as online, hybrid and place-based learning opportunities that meet

student demand and support Idaho's economic development. We will also prioritize programs with strong internal return on investment and demonstrated alignment with workforce and industry needs across the state. Growth areas will be identified based on student interest and clear pathways to long-term sustainability.

- **C3. Develop a transfer pathway network:** Create a transfer pathway network by deepening articulation agreements and 2+2 agreements with Idaho community colleges and explore 4+1 partnerships with other regional institutions.
- **C4. Expand continuing and adult education to focus on in-demand careers:** Build on the University of Idaho's Continuing, Adult and Professional Education (CAPE) programming and offer stackable credentials for Idaho's evolving workforce in areas like precision agriculture, forestry management, energy technologies and more. Opportunities will be evaluated by peer and aspirational benchmarking, as well as demand surveys of potential students and industry partners.

Foundational work

- Launched in 2024, the **Continuing, Adult and Professional Education** (CAPE) initiative aims to develop and support technologies and workflows designed explicitly for non-academic and non-traditional programming. The goal of CAPE is to enhance the performance of our current programming portfolio and encourage the development of new programs by reducing the overhead and administrative burdens on university units that offer these programs. By lowering the barriers to delivering non-traditional programming, CAPE intends to promote creativity, experimentation and educational variety to meet the needs of our community.
- **Independent Study in Idaho** (ISI), a statewide program led by University of Idaho, redefines access to higher education through flexible, affordable and self-paced learning opportunities. With more than 100 college-level courses available online or in print, ISI serves a wide range of learners, including traditional college students, high school students, working professionals and incarcerated individuals, by removing barriers related to cost, location and scheduling.
- Expanding opportunities for **transfer students** is a key goal in University of Idaho's long-term enrollment plan. In 2024, U of I alumnus Todd Schwartz joined the U of I staff to help strengthen relationships with our state's community colleges and improve pathways for transfer students coming to University of Idaho. Schwartz is already improving data sharing, coordinating closely with Idaho's community colleges and creating smoother pathways for students seeking four-year degrees.



A new path to the logging workforce

Maria Kinne, from Sandpoint, was among the first students to enroll in the University of Idaho's two-year forest operations and technology program, which covers logging equipment operation, timber sale planning, logging safety and business skills. Kinne has a temporary job lined up with the state of Idaho after graduation but is also getting offers from logging companies.

"I knew I didn't want to go to school for another four years, and since this associate degree could be completed in two years, I could continue to do what I loved — being in the woods and working in the timber industry," Kinne said.

Taking advantage of the 10,000-acre U of I Experimental Forest as an outdoor classroom, she learned to operate equipment, including a log processor, grapple skidder and feller-buncher. She hand-felled trees with a chainsaw and learned how to cruise timber, or measure trees in a stand to determine the quantity and quality of timber available for harvest.









PILLAR 4

HARNESS RESEARCH INNOVATION AND PARTNERSHIP

Our commitment to the state of Idaho is unwavering. Everything we do is for Idaho — from conducting research that delivers practical, sustainable solutions for our industries and communities to forming strategic partnerships with government agencies, educational institutions and the private sector. Not only does our research, extension and scholarship serve our state, but they also provide solutions to complex national and global challenges. By fostering economic growth, improving quality of life and advancing knowledge, we strengthen Idaho and communities far beyond. As we integrate AI and other advanced technologies, we are enhancing our ability to analyze complex problems, speed innovation and deliver targeted solutions. Through our expertise, outreach and groundbreaking research, we are committed to creating a more resilient, prosperous future for Idaho and the world.

Signature initiatives

- **D1. Establish high-impact research focus areas:** Continue support in current areas of research strength, while establishing a focus on emerging areas identified through future analysis, peer benchmarking and the potential for impact to the university and the state. Investments in emerging areas will have a demonstrated return on investment for the institution and state, as well as a plan for long-term sustainable solutions.

- **D2. Invest in research infrastructure and support:** Build and enhance research infrastructure including a secure research facility, increased computing and capacity for generative AI and updated lab space to support emerging research focus areas. Strengthen the training of post-doctoral scholars and graduate students as partners in the research enterprise.
- **D3. Strengthen coordination with industry partners:** Build on existing efforts to coordinate internships and applied research across divisions and continue to drive curriculum alignment with major regional and national employers.
- **D4. Increase collaborations with Idaho agencies, the Legislature and educational institutions to serve Idaho:** Identify, pursue and track partnerships and initiatives that align with funding sources and make progress to solve Idaho's challenges.
- **D5. Address Idaho's health care worker shortage:** Leverage Idaho IDeA Network of Biomedical Research Excellence (INBRE), MD program and medical research in the state to address the dire shortage of health care providers across Idaho.

Foundational work

- The University of Idaho is the first and only Idaho university to join the top research institutions in the United States after earning **R1 designation in the 2025 Carnegie Classification of Institutions of Higher Education**. This classification is the gold standard for research excellence, given to less than 4% of all U.S. higher education institutions, and it recognizes the university for "very high research activity" and its transformative contributions to science, innovation and education.
- Established in 1963, U of I's **Idaho Water Resources Research Institute** (IWRRI) is one of the nation's 54 water research and technology centers. IWRRI conducts and directs research to support the water resource needs of the state, the northwest region and the nation.
- Moderate cattle grazing on public lands does not reduce sage-grouse nest success, according to a **10-year University of Idaho study**. The findings suggest sage-grouse and cows can coexist on the same land in southern Idaho.
- The University of Idaho and Idaho National Laboratory are deepening collaborative research and development projects toward long-term viability of nuclear power, protecting national security and building a resilient and low-carbon energy future for Idaho and the nation. **U of I and INL signed a five-year Strategic Understanding for Premier Education and Research** (SUPER), expanding more than 75 years of collaboration focused on advancing the safe, efficient and sustainable use of nuclear energy.



U of I professor takes aim at reducing dementia

There are 55 million people worldwide diagnosed with dementia, a number expected to triple by 2050. But what if that rise could be stalled?

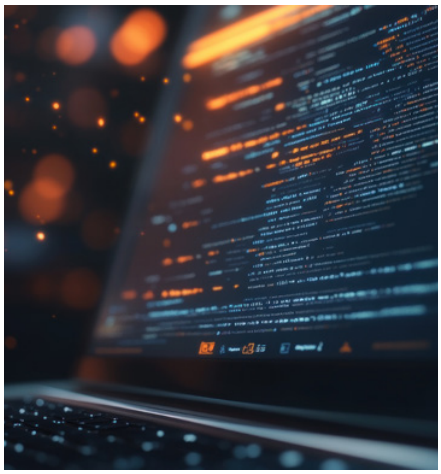
Dementia is caused by diseases that destroy nerve cells and brain function. By analyzing public health data and studying brain scan images, University of Idaho professor Thomas Farrer discovered that addressing certain risk factors can lead to a reversal of cognitive decline.

"Alcohol and opioid pain medication abuse is common in middle-aged and older adults," Farrer said. "That substance abuse causes cognitive decline. If you were to get the necessary treatments and stop using those drugs, you can see improvement in cognition."









PILLAR 5

OPTIMIZE OPERATIONAL EXCELLENCE

Operational excellence is the cornerstone of building a strong and resilient workforce while advancing our mission and vision. We are dedicated to creating efficient, data-driven processes that enhance the student and employee experience. This supports informed decision-making and streamlines operations. By responsibly integrating AI and advanced technologies, we will improve access to real-time data, automate routine tasks to free up time for meaningful endeavors and personalize support for students and employees. Through an institutional culture of excellence and continuous improvement, we empower our team to deliver high-quality services that drive student success and strengthen institutional effectiveness.

Signature initiatives

- **E1. Create a data warehouse:** Consolidate data across campus and develop consistent quality, access, security and governance protocols to inform best-in-class institutional decision making. The warehouse will provide the foundation for the data integrity necessary to connect systems, automate business processes and leverage emerging technologies to scale efficient operations over time.
- **E2. Simplify and automate processes through AI:** To improve the work experience for employees, we will review, simplify and automate routine processes to save time and redeploy employee efforts to more meaningful tasks.

- **E3. Attract, retain, reward and support the best faculty and staff:** Create an ecosystem that supports the signature Vandal experience by attracting and retaining the best employees through a seamless onboarding experience, career pathways, professional growth, mentorship and excellence in their roles.
- **E4. Build a culture of efficient collaboration and execution around projects:** Standardize project management communication processes, provide support to operational leaders and highlight project performance by centralizing oversight.

Foundational work

- The University of Idaho was awarded a $4.5 million grant leveraging generative artificial intelligence to **streamline administrative processes and drive efficiency** in research management. The project represents a transformative step toward reducing administrative burdens. U of I's project is led by the Office of Sponsored Programs, and is funded through the National Science Foundation's (NSF) GRANTED program. The goal is to enhance the U.S. research enterprise by improving administration support infrastructure, increasing service capacity and broadening participation by developing institutions across the national research landscape.
- In 2023, the College of Science hired **four researchers to investigate aspects of sustainable solutions** — including questioning fundamental ways we use land and the impacts of tools we wield. They study everything from how we make important chemicals and use antibiotics to how plants use water and how effectively we diagnose disease.



U of I team using AI to assist Amalgamated Sugar

Sugar beets are a major commodity in Southern Idaho and U of I faculty, students and extension specialists are working with companies like Amalgamated Sugar to use AI in their operations.

Amalgamated Sugar is one of the Treasure Valley's largest employers and their sugar beet processing is a precise science. By measuring the moisture content in the sugar beets, an AI algorithm is able to predict potential issues in the factory as the pulp is processed. The information allows the company to make timely adjustments and avoid costly factory shutdowns and delays thanks to this predictive model.

This is just one of many examples of our AI research helping Idaho agriculture eliminate issues, save money and optimize revenues.

STATEWIDE PERFORMANCE MEASURES ESTABLISHED BY THE IDAHO STATE BOARD OF EDUCATION

STUDENT ACCESS

U of I annual enrollment (Source: PSR 1 Annual Enrollment Report)

	CURRENT DATA				BENCHMARK	
	FY 2021	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2026**	**FY 2030**
Annual enrollment headcount	12,479	13,007	14,025	14,290	14,380	14,470
Annual enrollment FTE	8,812	8,854	9,175	9,561	9,651	9,741

STUDENT RETENTION

Measured by the percentage of degree seeking first-time, full-time fall-enrolled students who are retained in the following fall on the IPEDS Fall Enrollment Report.

	CURRENT DATA				BENCHMARK	
	FY 2021	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2026**	**FY 2030**
First-time, full-time fall to fall retention	75%	74%	75%	76%	77%	78%





STUDENT SUCCESS

Measured by the percentage of degree seeking first-time, full-time freshmen graduating within 150% of time on the IPEDS Graduation Report.

	CURRENT DATA				BENCHMARK	
	FY 2021	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2026**	**FY 2030**
First-time, full-time 150% graduation rate	59%	61%	61%	57%	59%	61%

STUDENT AFFORDABILITY

Measured by the U.S. News & World Report Best Value Schools Rankings

	CURRENT DATA				BENCHMARK	
	FY 2021	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2026**	**FY 2030**
U.S. News & World Report Best Value Schools Rankings	Yes	Yes	Yes	Yes	Yes	Yes

CRITICAL INSTITUTIONAL PERFORMANCE MEASURES FOR THE IDAHO STATE BOARD OF EDUCATION

POST-GRADUATION SUCCESS

Measured by average starting salary of recent graduates as reported on the First Destination Survey

	CURRENT DATA				BENCHMARK	
	FY 2021	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2026**	**FY 2030**
Starting salary of recent graduates	$47,525	$48,860	$52,000	$52,000	$52,800	$53,600

RESEARCH EXPENDITURES

Measured by research and development expenditures as reported on HERD Survey (Dollars in millions)

	CURRENT DATA				BENCHMARK	
	FY 2021	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2026**	**FY 2030**
Research expenditures	105.9	115.6	135.9	140.4	130.0	140.0





Definitions

Headcount Enrollment refers to the total number of students enrolled in a postsecondary institution for a specific reporting period, typically a 12-month period, without counting any student more than once. This means that if a student is enrolled in multiple courses or for multiple terms within that period, they are still counted as one student for headcount purposes.

Full-Time Equivalent (FTE) Enrollment is a measure of student enrollment that normalizes student activity to allow for comparisons across institutions. It represents the number of students who would be attending full time if all part-time students were enrolled full time.

A First-time Full-time Student is an undergraduate student who is attending a postsecondary institution for the first time and is enrolled in a full-time course load.

Retention Rate measures the percentage of first-time, full-time, degree-seeking undergraduate students who return to the same institution for the following fall.

150% Graduation Rate refers to the percentage of full-time, first-time degree or certificate-seeking students who complete their program within 150% of the normal time to complete their program of study. For four-year institutions, 150% of normal time is equivalent to taking six years to complete the bachelor's degree or equivalent.















VALUES

Excellence

Respect

Integrity

Perseverance

Sustainable Solutions







U OF I VALUES IN ACTION

U of I professors earn elite researcher status for contributions to fisheries and global health

The American Association for the Advancement of Science (AAAS) named two University of Idaho faculty members — Professor Shirley Luckhart and Professor Emerita Christine Moffitt — to its 2024 class of fellows.

The distinguished lifetime honor recognizes individuals whose efforts on behalf of the advancement of science or its applications are scientifically or socially distinguished. AAAS is more than 150 years old and is among the world's largest general scientific societies, publishing the Science family of journals.

"These two scientists represent the best of U of I — curiosity, collaboration and a deep dedication to making a difference in the world," said Torrey Lawrence, U of I's provost and executive vice president. "Their work has not only advanced science but has transformed lives and communities."

Luckhart was recognized for her contributions to malaria research. She has a joint appointment as a professor in the College of Agricultural and Life Sciences and the College of Science.

Moffitt, professor emerita of fishery resources in the College of Natural Resources, was honored by AAAS for her contributions toward understanding fish habitats and the effects of the environment on fish.

Meyer stewards U of I grounds

Karl Meyer can't help but grin when he talks of his work on the U of I Moscow campus where he is charged with achieving and maintaining several of U of I's sustainable solution goals for long-term campus use.

Meyer's efforts include earning an Audubon Cooperative Sanctuary Program certification for the Vandal golf course that ensures the course protects the environment, conserves water and preserves the natural heritage of the game of golf while enhancing natural areas and wildlife habitats.

Planting indigenous Palouse Prairie vegetation in and around the course is part of the effort and it's where Meyer's expertise flourishes.

Meyer learned about the Palouse Prairie ecosystem as a student at the College of Natural Resources where he earned a degree in natural resource conservation. Afterwards, he worked for the Palouse Land Trust and his devotion to preserve what remained of the prairie was cemented into his psyche.

CONCLUSION

The University of Idaho's overriding success over the past half decade sets the stage for a promising future. The 2026-2030 Strategic Plan provides distinct priorities and clear direction as the university aims to deliver on its land grant mission.

The university intends to invest in executing the plan, backing strategic priorities and supporting units to carry out their respective roles within the plan. Through the use of AI and technology, the university will become more efficient and effective, while equipping students with the skills they need to thrive in the new economy.

As Idaho's R1 research institution, U of I is well positioned to lead our state through the last half of the decade and beyond.

CARNEGIE R1 CLASSIFIED UNIVERSITY

IDAHO

University of Idaho

BOISE STATE UNIVERSITY

FY2026 THROUGH FY2030

MISSION STATEMENT
VISION
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Blueprint for Success
2021 - 2028

Boise State University
MISSION AND VISION STATEMENTS

MISSION
Boise State University provides an innovative, transformative, and equitable educational environment that prepares students for success and advances Idaho and the world.

VISION
To be a premier student-success driven research university innovating for statewide and global impact.

STATEWIDE PERFORMANCE MEASURES ESTABLISHED BY THE IDAHO STATE BOARD OF EDUCATION[1]

Student Access[2]

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
> Annual Enrollment Headcount (academic only)	32,023	32,364	32,651	33,026	33,482	33,200	35,400
> Annual Enrollment Full-time Equivalent (FTE)	18,300	18,542	18,596	18,991	19,517	19,500	20,000

Student Retention[3]

	FY21 (F20 Cohort)	FY22 (F21 Cohort)	FY23 (F22 Cohort)	FY24 (F23 Cohort)	FY25 (F24 Cohort)	Target	
						FY 2026 (F25 Cohort)	FY 2030 (F29 Cohort)
> First-time, full-time fall to fall retention	76.0%	79.2%	77.8%	78.9%	Available Oct. '25	79.5%	81.0%

Student Success[4]

	FY21 (F15 Cohort)	FY22 (F16 Cohort)	FY23 (F17 Cohort)	FY24 (F18 Cohort)	FY25 (F19 Cohort)	Target	
						FY 2026 (F20 Cohort)	FY 2030 (F24 Cohort)
> First-time, full-time 150% graduation rate	53.0%	59.1%	61.2%	59.3%	Available Sept. '25	62.0%	65.0%

Affordability[5]

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
> Boise State Inflation-adjusted Tuition and Fees, Full-time Resident Undergraduate (base FY19)	$7,839	$7,440	$7,114	$7,240	$7,249	Remain less than the WICHE state average	
> Boise State as % of WICHE	88.0%	86.6%	87.2%	89.3%	89.6%		

[1] These metrics are required by the Idaho State Board of Education and have been highlighted here to make them easier to locate. Each of these metrics are also included in the body of the plan.
[2] SBOE required: Measured by student enrollment as reported on the PSR-1 Annual Report. Reflects academic totals only. Aligned to Boise State's Goal 1, Objective C. Note that the academic total excludes students who are enrolled as audit-only, so the total number of students served is slightly higher than shown. Total (system) enrollments were FY22 = 32,423; FY23 = 32,721; FY24 = 33,112; FY25 = 33,563.
[3] SBOE required: Measured by the percentage of degree seeking first-time, full-time fall-enrolled students that are retained in the following fall on the IPEDS Fall Enrollment Report. Aligned to Boise State's Goal 1, Objective A.
[4] SBOE required: Measured by the percentage of degree seeking first-time, full-time freshmen graduating within 150% of time on the IPEDS Graduation Report. Aligned to Boise State's Goal 1, Objective A.
[5] SBOE required, institutionally-selected measure: Inflation-adjusted tuition and comparison to the WICHE average from Table 1a of annual Tuition and Fees report. Reflects unweighted average excluding California. A typical report can be found at http://www.wiche.edu/pub/tf. Aligned to Boise State's Goal 4, Objective C.

CRITICAL INSTITUTIONAL PERFORMANCE MEASURES FOR THE IDAHO STATE BOARD OF EDUCATION[6]

Goal 1: Improve Educational Access and Student Success, Objective A

Unduplicated number of graduates, IPEDS methodology[7]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
> Baccalaureate degree graduates	3,754	3,947	3,858	3,964	Available Sept. 2025	4,225	4,700
> Total Distinct Graduates	5,126	5,313	5,231	5,464		5,674	6,262

Goal 2: Innovation for Institutional Impact, Objective B

Advancement funding	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Total gift income (outright gifts and previous pledge payments)	$21.1M	$25.8M	$30.2M	$35.2M	Available Jan. 2026	$35M	$40M

Goal 3: Advance Research and Creative Activity, Objective A

Total Research & Development Expenditures	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Expenditures as reported to the National Science Foundation	$46.1M	$47.6M	$53.0M	$57.7M	Available April 2026	$50M	$55M

Goal 4: Foster Thriving Community, Objective B

Faculty Turnover[8]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Faculty	7.1%	7.6%	7.7%	5.7%	Available Aug. 2025	5%	4.5%

Goal 5: Trailblaze Programs and Partnerships, Objective A

Partnerships through Research & Economic Development[9]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Total Distinct Number of Partners	301	743	881	928	Available May 2026	Increase partners	Increase partners

[6] Selected institutional measures highlighting critical components of the University's Strategic Plan.
[7] Distinct (unduplicated) number of bachelor's degree graduates and total degree graduates per year as reported to IPEDS.
[8] Turnover is defined as the total number of separations in a fiscal year (7/1-6/30) divided by the average employee count (averaging the count at the first of each quarter [1/1, 4/1, 7/1, 10/1]). Includes only benefit-eligible faculty. The FY23 data were updated in spring 2025 for consistency in methodology.
[9] Partnerships are characterized as collaborations for the mutually beneficial exchange of knowledge and resources with entities external to the university. Partner organizations may include any type of public, non-profit, or private organization; each organization is counted once even if multiple engagements exist.

Boise State University
Strategic Plan

STRATEGIC PLAN GOALS AND OBJECTIVES

Goal 1: Improve Educational Access and Student Success

Enhance the comprehensive student experience with a focus on student success and post-graduate outcomes.

Objective A: Create and enact a comprehensive, strategic enrollment and student success plan, including components related to supporting the whole student, recruitment, retention, graduation, and addressing equity gaps.

Performance Measures:

Unduplicated number of graduates, IPEDS methodology (distinct by award level)[10]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
>Undergraduate Certificate	515	629	590	667		670	740
>Associate	132	127	184	316		350	450
>Baccalaureate	3,754	3,947	3,858	3,964		4,225	4,700
>Graduate Certificate	166	174	130	141	Available	130	130
>Master's	1,075	1,063	1,028	1,073	Sept.	1,000	1,000
>Education Specialist	23	16	15	15	2025	10	10
>Doctoral	50	58	60	72		75	100
Total Distinct Graduates	5,126	5,313	5,231	5,464		5,674	6,262

[10] Distinct graduates by award level per year (summer, fall, and spring terms) as reported to IPEDS. Note that these totals cannot be summed to get the overall distinct graduate count due to some students earning more than one award (e.g., graduate certificate and a master's) in the same year.

First year retention rate (IPEDS methodology)[11]	FY21 (F20 Cohort)	FY22 (F21 Cohort)	FY23 (F22 Cohort)	FY24 (F23 Cohort)	FY25 (F24 Cohort)	Target FY 2026 (F25 Cohort)	Target FY 2030 (F2029 Cohort)
>Percent of first-time, full-time freshmen retained*	76.0%	79.2%	77.8%	78.9%		79.5%	81.0%
-Resident, Pell-Eligible only	67.0%	67.5%	67.4%	67.9%		73.7%	76.5%
-Resident, Not Pell-Eligible only	70.3%	76.8%	75.3%	77.8%	Available	77.4%	78.3%
-Non-Resident, Pell-Eligible only	71.1%	76.3%	72.0%	77.0%	Oct. 2025	76.9%	77.8%
-Non-Resident, Not Pell-Eligible only	83.9%	84.4%	86.1%	87.9%		85.0%	85.8%
>Percent full-time transfers retained or graduated*	77.8%	78.4%	78.2%	79.6%		79.5%	81.0%

*SBOE metric

4-year graduation rate (IPEDS methodology)[12]	FY21 (F17 Cohort)	FY22 (F18 Cohort)	FY23 (F19 Cohort)	FY24 (F20 Cohort)	FY25 (F21 Cohort)	Target FY 2026 (F22 Cohort)	Target FY 2030 (F26 Cohort
> % of first-time, full-time freshmen who graduated	39.7%	41.4%	42.7%	46.0%		46.0%	47.0%
-Resident, Pell-Eligible only	26.3%	27.8%	28.4%	28.1%	Available	31.5%	36.0%
-Resident, Not Pell-Eligible only	33.1%	34.1%	36.4%	37.8%	Sept.	35.6%	37.6%
-Non-Resident, Pell-Eligible only	34.1%	41.1%	38.3%	45.6%	2025	42.6%	44.6%
-Non-Resident, Not Pell-Eligible only	53.5%	54.7%	55.9%	58.4%		56.0%	58.0%
>% of full-time transfers who graduated	57.7%	57.6%	61.5%	63.4%		64.0%	66.0%

6-year graduation rate (IPEDS methodology)[13]	FY21 (F15 Cohort)	FY22 (F16 Cohort)	FY23 (F17 Cohort)	FY24 (F18 Cohort)	FY25 (F19 Cohort)	Target FY 2026 (F20 Cohort)	Target FY 2030 (F24 Cohort)
> % of first-time, full-time freshmen who graduated*	53.0%	59.1%	61.2%	59.3%		62.0%	65.0%
-Resident, Pell-Eligible only	40.1%	41.8%	47.8%	45.6%	Available	48.3%	55.3%
-Resident, Not Pell-Eligible only	52.6%	56.1%	57.0%	54.4%	Sept.	57.1%	59.1%
-Non-Resident, Pell-Eligible only	55.5%	57.3%	61.1%	54.1%	2025	58.3%	62.0%
-Non-Resident, Not Pell-Eligible only	68.2%	73.1%	72.4%	71.4%		74.1%	76.1%
>% of full-time transfers who graduated	59.7%	60.4%	63.2%	64.1%		65.0%	67.0%

*SBOE metric

[11] SBOE required: Measured by the percentage of degree seeking first-time, full-time fall-enrolled students that are retained in the following fall on the IPEDS Fall Enrollment Report. Transfer retention reflect the percent of the full-time baccalaureate-seeking transfer cohort that returned to enroll the following year or graduated. Northwest Commission on Colleges and Universities (NWCCU) 2020 Standard 1.D.2 asks student achievement data to be disaggregated to measure and close gaps.

[12] Percent of a given cohort (first-time, full-time freshmen and full-time transfers) graduating within 100% of time using the IPEDS methodology. NWCCU 2020 Standard 1.D.2 asks student achievement data to be disaggregated to measure and close gaps.

[13] SBOE required: Measured by the percentage of degree seeking first-time, full-time freshmen graduating within 150% of time on the IPEDS Graduation Report. NWCCU 2020 Standard 1.D.2 asks student achievement data to be disaggregated to measure and close gaps. Full-time transfer cohort graduation rates also are provided.

Progress indicated by credits per year[14]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>% of undergraduate degree seeking students with 30 or more credits per year	28.3%	27.9%	29.6%	31.6%	Available Aug. 2025	32.0%	33.0%

Scholarship student-athlete graduation success rate	FY 2021 (FY14 Cohort)	FY 2022 (FY15 Cohort)	FY 2023 (FY16 Cohort)	FY 2024 (FY17 Cohort)	FY 2025 (FY18 Cohort	Target FY 2026	Target FY 2030
NCAA Graduation Success Rate[15] – Boise State University	95%	95%	97%	98%	Not yet available	94%[16]	94%

NSSE[17] High Impact Practice (HIP)[18] Participation	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>% of seniors who participated in at least one HIP vs. Peer Institutions	*NSSE postponed until Spring 2022*	87% vs. 82% peers (+)	*NSSE every three years*	*NSSE every three years*	*In progress spring 2025s*	90%	90%
>% of seniors who participated in two or more HIPs vs. Peer Institutions		61% vs. 51% peers (+)				70%	70%

Objective B: Integrate career education and experiential learning opportunities into the curriculum and the student experience to improve career readiness and post-graduation outcomes.

Performance Measures:

Students participating in internships[19]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Number of students with internship credit	697	940	906	931	Available Aug. 2025	1,000	1,200

[14] Percent of undergraduate, degree-seeking students completing 30 or more credits across one year (defined as summer, fall, and spring terms). Based on end-of-term data. 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 for those 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 or 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.

[15] All NCAA Division I Athletic Departments must report Federal and NCAA Graduation Success Rate annually. The NCAA Graduate Success Rate is based on graduation in 10 full-time semesters (or transferring to another institution on track for 10 semester graduation) for those on any athletic-related financial aid.

[16] Target represents the 75th percentile of all NCAA Division I athletic departments.

[17] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. NSSE gathers information from first-years and seniors on a variety of aspects of their educational experiences. Because NSSE is administered by a substantial number of institutions, Boise State is able to benchmark itself against peer institutions. These peer institutions were selected based on a set of criteria to identify Urban Peers. The (+) and (–) symbols denote statistically higher and lower than peers, respectively, whereas (=) indicates that Boise State is statistically the same as peers.

[18] High Impact Practices (HIPs) are widely known to positively affect student learning and retention. HIPs include service-learning, internships, research with faculty, study abroad, learning communities, and capstone courses. Comparisons are made to a set of Urban Peer institutions.

[19] Unduplicated number of students with internship credit in a given year; these include courses numerically identified as 293, 493, and 590.

Students participating in courses with service-learning component	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
>Number of baccalaureate graduates who participated in a course with a Service-Learning component	1,537	1,466	1,184[20]	1,226	Available Sept. 2025	1,350	1,480
>Percent of baccalaureate students participating in service-learning course	42%	38%	30%	30%		30%	37%

NSSE[21] % participation in internships or similar experiences and in research	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
>% of seniors participating in internships and other applied experiences	*NSSE postponed until Spring 2022*	51% (+)	*NSSE every three years*	*NSSE every three years*	*In progress spring 2025*	54.0%	56.0%
>% of seniors participating in research with faculty members		21% (+)				28.0%	30.0%

Post-graduation outcomes[22]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
Percent of graduates with a primary activity after graduation of working full- or part-time for a business/organization or themselves, furthering their education, or serving the military or service organization							
>Undergraduate degree completers	82%	79%	77%	75%	Available Feb. 2026	78%	80%
>Graduate degree completers	89%	85%	85%	82%		85%	88%
Percent of graduates whose full-time work is related to the degree received							
>Undergraduate degree completers	82%	83%	83%	82%	Available Feb. 2026	83%	85%
>Graduate degree completers	94%	95%	94%	93%		95%	97%
Percent of graduates whose full-time work is related to their career goals							
>Undergraduate degree completers	85%	86%	87%	86%	Available Feb. 2026	88%	90%
>Graduate degree completers	97%	96%	95%	95%		97%	98%
Percent of graduates working in Idaho of those working in the United States							
>Undergraduate degree completers	68%	71%	71%	73%	Available Feb. 2026	75%	78%
>Graduate degree completers	54%	57%	59%	56%		60%	63%

[20] Service-learning courses community experiences were impacted by the Covid-19 pandemic. Some high-enrollment courses removed their experiential component or moved to "field observation."

[21] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. Because NSSE is administered by a substantial number of institutions, Boise State is able to benchmark itself against peer institutions. These peer institutions were selected based on a set of criteria to identify Urban Peers. The (+) and (–) symbols denote statistically higher and lower than peers, respectively, whereas (=) indicates that Boise State is statistically the same as peers.

[22] Post-graduation outcomes are from our annual Graduating Student Survey (GSS) plus the Follow-up Survey of non-respondents six months after graduation.

Objective C: Expand educational access for all Idahoans through improved outreach, communication, financial aid, philanthropy, online resources and education

Performance Measures:

Annual Enrollment Total Headcount and FTE[23] (Academic Only)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Total Student Headcount*	32,023	32,364	32,651	33,026	33,482	33,200	35,400
Undergraduate Degree Seeking Headcount	19,388	19,506	19,309	19,440	20,005	19,500	20,000
Graduate Degree Seeking Headcount	3,732	3,793	3,538	3,553	3,479	3,600	3,700
Non-degree Seeking (graduate & undergraduate) Headcount	2,585	2,530	2,689	2,587	2,519	2,600	2,700
Early College Headcount	6,317	6,535	7,115	7,446	7,479	7,500	9,000
Total Full-time Equivalent (FTE)*	18,300	18,542	18,596	18,991	19,517	19,500	20,000

*SBOE metric

Access for Underserved Groups identified by SERP[24] (inclusive of First-time and Transfer and of Full-time and Part-time)	Fall 2020 cohort	Fall 2021 cohort	Fall 2022 cohort	Fall 2023 cohort	Fall 2024 cohort	Target Fall 2025 cohort	Target Fall 2029 cohort
Cohort Size of Idaho Resident Students							
>Pell-eligible[25]	901	886	951	1,047	1,303	1,300	1,300
>First Generation	1,040	885	974	1,022	1,179	1,200	1,200
Cohort Size as a Percent of Cohort from Service Region 3[26]							
>Rural	14.8%	14.1%	14.0%	13.7%	14.2%	14.5%	15.0%

Dual / concurrent enrollment[27]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Number of credits produced	28,756	29,920	32,849	37,084	35,955	37,500	40,000
Distinct number of students served	6,318	6,543	7,117	7,450	7,485	7,500	9,000

[23] SBOE required: Measured by student enrollment as reported on the PSR-1 Annual Report. Reflects academic totals only and a distinct headcount of the number of students served as well as the total full-time equivalent (FTE). Note that the academic total excludes students who are enrolled as audit-only, so the total number of students served is slightly higher than shown. Total (system) enrollments were FY22 = 32,423; FY23 = 32,721; FY24 = 33,112; FY25 = 33,563.

[24] Boise State's Strategic Enrollment and Retention Plan (SERP) specifies targets for access and progression for groups identified as traditionally underserved: Rural, First Generation, and Pell-eligible. The access measures are focused on bachelor's degree-seeking students.

[25] Pell-eligible is defined as Pell-eligible at the time of entry to the university. Given the changes in the Federal calculation for Pell eligibility, we will continue to monitor and adjust these targets as needed.

[26] Achievement of targets will, in five years, close by half the gap between the composition of Boise State cohorts and the percent in Service Region 3's population as of the 2020 census.

[27] 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 unduplicated number of students enrolled / served and the total credit hours. Reflects data from the annual Dual Credit report to the Board.

Enrolled Idaho Students (Fall enrollment)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Number of enrolled degree-seeking resident undergraduates	10,309	9,729	9,667	10,057	12,253	10,800	11,000
Number of enrolled non-degree seeking resident undergraduates (includes dual enrollment)	3,773	5,316	5,935	6,402	6,728	7,500	9,000
Total number of enrolled resident undergraduates (degree- and non-degree seeking)	14,082[28]	15,045	15,602	16,459	18,981	18,300	20,000
Number of new First-time degree-seeking students who are Idaho residents	1,441	1,517	1,831	1,959	2,185	2,185	2,365
Number of new Transfer degree-seeking students who are Idaho residents	894	843	862	866	957	960	1,040

Number of graduates with high impact on Idaho's college completion rate	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Baccalaureate graduates from underrepresented groups							
>Rural Idaho[29]	505	544	491	437	Available Sept. 2025	550	750
>First-generation[30]	1,570	1,623	1,498	1,524		1,700	2,000
>Pell eligible[31]	1,027	1,001	893	955		1,050	1,100
Baccalaureate graduates who are Idaho residents	2,284	2,269	2,155	2,153	Available Sept. 2025	2,500	2,750
Baccalaureate graduates of non-traditional age (30 and up)	828	879	813	749	Available Sept. 2025	1,050	1,300
Baccalaureate graduates who began as transfers from Idaho community college[32]	461	483	437	466	Available Sept. 2025	500	700

True Blue Scholarship	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Dollars awarded through need-based True Blue Promise Scholarship	$671,478	$860,858	$1,085,741	$1,139,000	Available Oct. 2025	$1.5M	$1.9M
Distinct number of students receiving a True Blue Promise Scholarship	364	472	593	630	Available Oct. 2025	728	948

[28] Decline in resident student enrollment in FY 2021 is mostly in non-degree seeking undergraduate student numbers (including the dual enrollment) and was largely due to the impacts of the global pandemic.
[29] Distinct number of graduates who began college as residents from a rural area in Idaho. The definition for this measure was updated in 2020 to align with Boise State's new efforts to serve rural communities in Idaho. Rural is defined as all places outside of "Urban Areas and their Places" as specified by the U.S. Census Bureau.
[30] First-generation is defined as students whose parents/guardians have not completed bachelor's degrees.
[31] Denotes students who were Pell eligible during any point of their enrollment at Boise State.
[32] Includes baccalaureate recipients in transfer cohorts whose institution prior to their initial Boise State enrollment was one of the four Idaho community colleges.

Objective D: Cultivate a commitment to high quality, new and innovative learning experiences in all courses, curricula and co-curricula.

Performance Measures:

Students participating in courses with service-learning component	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Number of baccalaureate graduates who participated in a course with a Service-Learning component	1,537	1,466	1,184[33]	1,226	Available Sept. 2025	1,350	1,480
>Percent of baccalaureate students participating in service-learning course	42%	38%	30%	30%		30%	37%

Enrollment in programs delivered online (Fall enrollment)[34]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Undergraduate	2,294	2,282	2,271	2,441	2,831	3,000	3,765
>Graduate	1,418	1,511	1,476	1,415	1,442	1,525	1,900
>Total	3,712	3,793	3,747	3,856	4,273	4,525	5,665

NSSE[35] Indicators: For Freshmen Only (% of peer group rating)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Academic Challenge							
>Higher-order learning	*NSSE postponed until Spring 2022*	100% (=)	*NSSE every three years*	*NSSE every three years*	*In progress spring 2025s*	100%	105%
>Reflective & integrative learning		102% (=)				105%	105%
Learning with Peers							
>Collaborative learning		100% (=)				107%	107%
>Discussions with diverse others		103% (=)				103%	105%

NSSE[36] Indicators: For Seniors Only (% of peer group rating)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Learning with Peers							
>Collaborative learning	*NSSE postponed until Spring 2022*	96% (-)	*NSSE every three years*	*NSSE every three years*	*In progress spring 2025s*	105%	105%
>Discussions with diverse others		97% (-)				100%	102%
Experiences with faculty							
>Student-faculty interaction		98% (=)				103%	105%
>Effective teaching practices		102% (=)				100%	102%

[33] Service-learning courses community experiences were impacted by the Covid-19 pandemic. Some high-enrollment courses removed their experiential component or moved to "field observation."
[34] Indicates the number of officially enrolled students in a major or certificate that is delivered online.
[35] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. The (+) and (–) symbols denote statistically higher and lower than peer institutions, respectively, whereas (=) indicates that Boise State is statistically the same as peers.
[36] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. The (+) and (–) symbols denote statistically higher and lower than peer institutions, respectively, whereas (=) indicates that Boise State is statistically the same as peers.

Program Assessment, Quality Measures (% achieving ratings of Developing or Established)[37]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
>Program Learning Outcomes	95.1%	95.1%	95.2%	96.4%	Available Aug 2025	>95%	>95%
>Actions Taken or Planned	68.9%	75.5%	80.7%	78.0%		80%	>90%
>Continuous Improvement	85.2%	84.7%	84.3%	85.7%		88%	>90%

Sponsored Projects funding and awards for Instruction and Training	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
>Total Funding	$2.3M	$3.8M	$1.6M	$9.4M	Available Feb 2026	$3M	$5M
>\# of Awards	19	23	11	21		15	20

[37] All academic programs complete Program Assessment Reports (PARs) triennially and teams of reviewers evaluate PARs based on established criteria in the PAR rubric. This measure depicts a three-year rolling average, meaning that all programs are reflected in each year of data that are presented; for example, FY24 data reflects reports submitted in spring 2022, 2023, and 2024. The domain "actions taken or planned" reflects activities based on data collected within the given PAR reporting period whereas "continuous improvement" reflects changes to the program across reporting periods (i.e., over time). Please note: on average, 10-12% of programs are new in any given year, meaning they may not have long enough history to have collected sufficient data to take action on assessment results or complete a continuous improvement cycle.

Goal 2: Innovation for Institutional Impact

Expand and implement leading-edge innovations to provide access to integrated high-quality teaching, service, research and creative activities.

Objective A: Create an enduring culture of innovation.

Performance Measures:

Vertically Integrated Projects[38] (VIPs)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Number of students enrolled in VIP credit >Number of VIP teams	182 23	252 33	260 37	298 36	Available Aug. 2025	303 37	336 41

Percent of research grant awards that are interdisciplinary vs. single discipline[39]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>% of research grant awards that have PIs and Co-PIs in two or more academic departments (i.e., interdisciplinary)	16.9%	24.2%	21.4%	22.1%	Available Aug. 2025	25.0%	30.0%

Objective B: Build scalable university structures and align philanthropic and strategic investments that support innovation in all aspects of the university with a special focus on academic and athletic programming.

Performance Measures:

Advancement funding	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Total gift income (outright gifts and previous pledge payments) >Total Endowment Value	$21.1M $161.4M	$25.8M $141.2M	$30.2M $149.2M	$35.2M $169.6M	Available January 2026	$35M $170M	$40M $200M

Objective C: Establish individual and collective opportunity and accountability for innovation.

Performance Measures:

Inventions, Patents and Licenses (from the Office of Technology Transfer)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
> Inventions Disclosure > Patents Issued > Licenses / Options / Letters of Intent	16 1 22	13 8 32	10 8 51	7 7 46	N/A	20 5 50	28 10 60

[38] The Vertically Integrated Projects (VIPs) initiative unites students with faculty research in a team-based context. Students earn credit for participation, however, not all student participants sign up for credit. Only those students who are enrolled in VIP for credit are reported. Boise State is a member of the VIP national consortium that includes more than 20 universities and is hosted by Georgia Tech.

[39] Excludes no-cost extensions. Includes new grants only within "research-basic" or "research-applied" types. Represents per-grant, not per-person grant dollars.

Goal 3: Advance Research and Creative Activity

Advance the research and creative mission of the university community by fostering transformational practices, supporting faculty, staff, and student excellence, and striving toward achieving R1 (Research Very High) status as a leading institution for research, innovation, and discovery.

Objective A: Provide the physical space, policies, information systems, technology, budgetary and human resources to sustain and grow research and creative activities.

Performance Measures:

Total Research & Development Expenditures	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Expenditures as reported to the National Science Foundation	$46.1M	$47.6M	$53.0M	$57.7M	Available April 2026	$50M	$55M

Sponsored Projects funding: # of Awards by Purpose	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Research	265	225	267	224	Available February 2026	265	275
>Instruction/Training	19	23	11	21		15	20
>Other Sponsored Activities	141	172	137	147		140	145
>Total	425	420	415	392		420	440

Sponsored Projects funding: Dollars awarded by purpose	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Research	$43.9M	$36.9M	$50.9M	$42.6M	Available February 2026	$50M	$55M
>Instruction/Training	$2.3M	$3.8M	$1.6M	$9.4M		$3M	$5M
>Other Sponsored Activities	$19.1M	$27.1M	$38.5M	$31.5M		$40M	$45M
>Total	$65.3M	$68M	$91M	$83.4M		$90M	$105M

Publications by Boise State authors and citations of those publications over 5-year period	CY 2016-20	CY 2017-21	CY 2018-22	CY 2019-23	CY 2020-24	Target CY 2021-25	Target CY 2025-29
>Number of peer-reviewed publications by Boise State faculty, staff, students[40]	2,704	2,941	2,533	3,187	3,263	3,300	4,300
>Citations of peer-reviewed publications authored by Boise State faculty, staff, students[41]	17,550	19,217	22,390	24,144	26,230	27,000	30,000

[40] Number of publications over five-year span with Boise State listed as the institution for one or more authors, collected from Web of Science. It is important to note that this source captures publications of a limited portion of our faculty, leaving out certain types of publications or creative activities especially by faculty in Arts and Humanities.

[41] Total citations, during the listed five-year span, of peer-reviewed publications published in that same five-year span; limited to those publications with Boise State listed as the institution for at least one author; from Web of Science. Excludes self-citations. It is important to note that this source captures citations from a limited portion of our faculty, leaving out certain types of publications especially by faculty in Arts and Humanities.

Objective B: Develop an integrated, transdisciplinary, and accessible research ecosystem dedicated to student excellence and success.

Performance Measures:

NSSE[42] % of senior participating in research	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>% of students participating in research w/faculty members	*NSSE postponed to Sp '22*	21%	*NSSE every three years*	*NSSE every three years*	*In progress spring 2025*	28.0%	30.0%

Number of doctoral graduates	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Distinct graduates completing doctoral degrees (PhD, DNP, EdD)	50	58	60	72	Available Sept. 2025	75	100
>Distinct graduates completing research doctorates (PhD and EdD)	44	48	53	64		70	75

Carnegie Classification[43] not a	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Research Activity Designation	R2 (Research: High)	R2 (Research: High)	R2 (Research: High)	R2 (Research: High)	R2 (Research: High)	R2 (Research: High)	R1 (Research: Very High)

Objective C: Invest in a Grand Challenges initiative to propel a transdisciplinary model for research and creative activity.

Performance Measures:

Percent of research grant awards and awarded grant $$ that are interdisciplinary vs. single discipline	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>% of research grant awards with PIs and Co-PIs in two or more different academic departments (i.e., interdisciplinary)	16.9%	24.2%	21.4%	22.1%	Available September 2025	25.0%	30.0%
>Avg $$ per grant award for interdisc. grants	$333,321	$461,166	$827,570	$509,877		$550,000	$600,000
>Avg $$ per grant award for single-discipline grants	$181,531	$147,401	$168,295	$184,701		$200,000	$250,000

[42] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic.

[43] For years FY21 through FY24, the Carnegie 2021 basic classification is provided and R2 is defined as Doctoral Universities – High research activity. For FY25 and beyond, the Carnegie Research Activity designation is shown with the following definitions: R2: High Spending and Doctorate Production (average of $5M of R&D expenditures and 20 research doctorate graduates per year) and R1: Very High Spending and Doctorate Production (average of $50M of R&D expenditures and 70 research doctorate graduates per year).

Goal 4: Foster Thriving Community

Promote and advance a fair, equitable, and accessible environment to enable all members of the campus community to make a living, make a life and make a difference.

Objective A: Advance a learning and working environment dedicated to the flourishing, sense of belonging, and freedom of expression among all students, faculty, staff, alumni, and friends of the university.

Performance Measures:

NSSE[44]: Student ratings of administrative offices (% of peer group rating; for seniors only; higher score indicates better interaction)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Quality of interaction with academic advisors	*NSSE postponed until Spring 2022*	105% (+)	*NSSE every three years*	*NSSE every three years*	*In progress spring 2025*	102%	105%
>Quality of interaction with student services staff (career services, student activities, housing, etc.)		103% (+)				102%	105%
>Quality of interaction with other administrative staff and offices (registrar, financial aid, etc.)		103% (+)				105%	105%

NSSE[45] Indicators: For Seniors Only (% of peer group rating)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Experiences with faculty	*NSSE postponed until Spring 2022*		*NSSE every three years*	*NSSE every three years*	*In progress spring 2025*		
>Student-faculty interaction		98% (=)				103%	105%
Campus Environment							
>Quality of interactions		104% (+)				103%	105%
>Supportive environment		91% (-)				95%	100%

National College Health Assessment [46] Responses to the following statements:	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
> "I feel that I belong at my college/university" (% agree)	*Survey conducted every 2 years*	84.8%	87.9%	*Survey conducted every 2 years*	*To be conducted in Fall '25*	92%	>95%
> "Students' health and well-being is a priority at my college/university" (% agree)		82.7%	86.1%			90%	>95%
> "The campus climate encourages free and open discussion about students' well-being" (% agree)		82.8%	86.5%			90%	>95%

[44] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. The (+) and (–) symbols denote statistically higher and lower than peer institutions, respectively, whereas (=) indicates that Boise State is statistically the same as peers.

[45] Boise State generally administers the National Survey of Student Engagement (http://nsse.indiana.edu/), or NSSE, every three years, with slight disruption in this schedule due to the global pandemic. The (+) and (–) symbols denote statistically higher and lower than peer institutions, respectively, whereas (=) indicates that Boise State is statistically the same as peers.

[46] Boise State conducts the National College Health Assessment through the American College Health Association. The survey is conducted on a regular cycle, typically every two years. Response rates were 12.0% in FY22 (MoE +/- 3.9%) and 8.1% in FY23 (MoE +/-4.7%).

Human Resources Survey[47] Responses to the following statements:	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
> "I can bring my whole authentic self to work" (% agree)	*Survey conducted every 3-5 years*	NA	*Survey conducted every 3-5 years*	*Survey conducted every 3-5 years*	60%	80%	85%
> "My unique attributes, traits, characteristics, skills, experience and background are valued at work" (% agree)		NA			75%	82%	85%
> "I would refer someone to work at Boise State" (% agree/yes)		82%			73%	85%	90%
> "I feel valued in my job" (% agree)		72%			75%	80%	90%
> "My supervisor is responsive to my ideas, requests, and suggestions" (% agree)		81%			80%	85%	90%

Objective B: Create a comprehensive, whole-employee experience that aligns university resources and is designed to enhance employee well-being and career growth at the university.

Performance Measures:

National Faculty & Staff Health Assessment [48] Responses to the following statements:	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
> "My college/university cares about my health and well-being" (% agree)	76.2%	*Survey conducted on a cycle*	*Survey conducted on a cycle*	*Survey conducted on a cycle*	65.8%	70%	75%
> "My college/university promotes a culture of wellness" (% agree)	79.3%				68.4%	75%	80%
> "The health and well-being of university staff and faculty impacts student success and learning" (% "yes")	97.8%				97.2%	>95%	>95%

Faculty and Staff Turnover[49]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Classified	18.4%	27.5%	24.3%	17.8%	Available Aug. 2025	16.5%	15%
>Professional	16.0%	17.4%	15.8%	12.9%		11.5%	10%
>Faculty	7.1%	7.6%	7.7%	5.7%		5%	4.5%

[47] Boise State Human Resources generally conducts campus-wide surveys biennially. Some questions were updated or changed between survey years, and the survey is subject to ongoing improvements.

[48] Boise State conducts the National Faculty & Staff Health Assessment through the American College Health Association. FY25 data reflect results of the spring 2024 survey. The response rates were as follows: 2021 was 24.5% (MoE +/- 3%); 2024 was 35% (MoE +/- 3%).

[49] Turnover is defined as the total number of separations in a fiscal year (7/1-6/30) divided by the average employee count (averaging the count at the first of each quarter [1/1, 4/1, 7/1, 10/1]). Includes only benefit-eligible employees - professional, classified, and faculty. The FY23 data were updated in spring 2025 for consistency in methodology.

Objective C: Create a transparent, centralized business operations model that responsibly uses university resources, supports collaboration, furthers academic-athletic connections, and promotes consistency across individual campus units.

Performance Measures:

Expense per EWA-weighted Student Credit Hour (SCH)[50]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
$ per Resident Undergraduate SCH >Inflation-adjusted $$ (base FY19) >Unadjusted	 $335.67 $357.17	 $334.76 $386.57	 $369.75 $440.54	 $377.06 $462.25	Available January 2026	Very low increase (1-3%) in inflation adj $$	Very low increase (1-3%) in inflation adj $$
$ per Resident Undergraduate & Graduate SCH >Inflation-adjusted $$ (base FY19) >Unadjusted	 $292.32 $311.04	 $286.88 $331.28	 $317.07 $377.77	 $324.14 $397.37	Available January 2026	Very low increase (1-3%) in inflation adj $$	Very low increase (1-3%) in inflation adj $$
$ per Total Undergraduate SCH[51] >Inflation-adjusted $$ (base FY19) >Unadjusted	 $253.97 $270.24	 $241.03 $278.33	 $265.07 $315.82	 $268.36 $328.99	Available January 2026	Very low increase (1-3%) in inflation adj $$	Very low increase (1-3%) in inflation adj $$
$ per Total Undergraduate & Graduate SCH >Inflation-adjusted $$ (base FY19) >Unadjusted	 $235.96 $251.07	 $223.12 $257.65	 $245.60 $292.62	 $249.29 $305.62	Available January 2026	Very low increase (1-3%) in inflation adj $$	Very low increase (1-3%) in inflation adj $$

*Cost of Education[52] (resident undergraduate with 15 credit load per semester; tuition and fees)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Boise State	$8,060	$8,060	$8,364	$8,782	$9,048	Remain less than the WICHE state average	
>> Inflation adjusted (base FY19)	$7,839	$7,440	$7,114	$7,240	$7,249		
>WICHE average	$9,154	$9,305	$9,588	$9,840	$10,093		
>> Inflation adjusted (base FY19)	$8,903	$8,589	$8,155	$8,112	$8,086		
>Boise State as % of WICHE	88.0%	86.6%	87.2%	89.3%	89.6%		

*SBOE Metric

[50] Expense information is from the Cost of College study, produced yearly by Boise State's controller office. Includes the all categories of expense: Instruction/Student Services (Instruction, Academic Support, Student Services, Library), Institutional/Facilities (Cultural, Religious Life and Recreation, Museums, Gardens, etc., Net Cost of Intercollegiate Athletics, Net Cost of Other Auxiliary Operations, Plant Operations, Depreciation: Facilities, Depreciation: Equipment, Facility Fees Charged Directly to Students, Interest, Institutional Support), and Financial Aid. "Undergrad only" uses Undergrad costs and the sum of EWA weighted SCH for remedial, lower division, upper division. "Undergrad and Graduate" uses undergraduate and graduate expenses, and includes EWA weighted credit hours from the undergraduate and graduate levels. "EWA-resident weighted SCH" refers to those credits not excluded by EWA calculation rules, which exclude non-residents paying full tuition and WUE students that exceed the cap. Inflation adjustment is made using a CPI Calculator (https://www.bls.gov/data/inflation_calculator.htm) with FY19 as the base year. FY22 and FY23 PSR 1.5 reports were resubmitted to OSBE for consistency in data definitions and the calculations for those years were updated in this table and are aligned with FY24.

[51] Expense information as in previous footnote. "EWA-resident Total SCH" refers to all credits, residents, and nonresident, weighted using standard EWA calculation rules. Inflation adjustment is made using the CPI Calculator with FY19 as the base year.

[52] SBOE required, institutionally-selected measure: Inflation-adjusted tuition and comparison to the WICHE average from Table 1a of annual Tuition and Fees report. Reflects unweighted average excluding California. A typical report can be found at http://www.wiche.edu/pub/tf.

Graduates per FTE	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
Baccalaureate graduates per undergraduate FTE[53]	23.8	24.7	23.9	24.0	Available Sept. 2025	25.0	25.0
Baccalaureate graduates per junior/senior FTE[54]	46.9	50.3	49.4	48.9		50.0	50.0
Graduate degree graduates per graduate FTE[55]	48.5	47.9	48.4	49.8		50.0	50.0

Objective D: Foster a sustainable campus that is both environmentally and socially responsible as well as economically feasible.

Performance Measures:

STARS (The Sustainability Tracking, Assessment & Rating System)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
"STARS is intended to engage and recognize the full spectrum of higher education institutions…It encompasses long-term sustainability goals for already high-achieving intuitions, as well as entry points of recognition for institutions taking first steps toward sustainability."[56]	Program Participant	Silver Award Recognition	Silver Award Recognition	Silver Award Recognition	Silver Award Recognition	Silver Award Recognition	Gold Award Recognition

[53] Includes the unduplicated number of annual baccalaureate degree graduates divided by the 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.

[54] Includes the unduplicated number of annual baccalaureate degree graduates divided by the fall semester FTE of juniors and seniors. FTE are determined using total fall credits of juniors and seniors divided by 15. This measure depicts the relative efficiency with which upper-division students graduate by controlling for full and part-time enrollment.

[55] Includes unduplicated number of annual graduate certificates and master's and doctoral degree graduates divided by the IPEDS annual graduate FTE. It should be noted that IPEDS includes credits taken by degree seeking and non-degree seeking students in calculating FTE.

[56] STARS ratings are determined based on thirteen areas across four categories: Academics, Engagement, Operations, and Planning and Administration. STARS ratings are valid for three years; Boise State's current Silver Rating is valid up to April 2028. Additional information on the STARS program may be found at https://stars.aashe.org/about-stars/

Goal 5: Trailblaze Programs and Partnerships

By partnering with industry, government, and community organizations, enhance and foster path breaking interdisciplinary programs and activities that transcend traditional fields of study.

Objective A: Leverage existing partnerships and programs and develop new opportunities with Idaho employers and private partnerships to address workforce, research, educational, service, and athletic needs.

Performance Measures:

Carnegie Foundation Community Engagement Classification recognizing community partnerships and curricular engagement	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**Target**	
						FY 2026	**FY 2030**
"Community engagement describes collaboration between institutions of higher education and their larger communities (local, regional/state, national, global) for the mutually beneficial exchange of knowledge and resources in a context of partnership and reciprocity."[57]	Boise State was one of 76 recipients of the 2006 inaugural awarding of this designation. The classification was renewed in 2024.					Renewal of Community Engagement Classification in 2032	

Carnegie Foundation Leadership for Public Purpose Classification recognizing commitment to effective leadership for public purpose in learning, teaching, service, and research mission of the university	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**Target**	
						FY 2026	**FY 2030**
"Leadership for public purpose (LPP) is defined by a commitment to advancing the betterment of society and promoting the dignity and general welfare of all its members. LPP is reflected in coordinated institutional practices that enhance the development of ethical leadership capacity among all stakeholders in service of the collective public good."[58]	N/A	N/A	N/A	Boise State was one of 25 recipients of the 2024 inaugural awarding of this designation.		Renewal of Leadership for Public Purpose Classification in 2027	

[57] This elective classification through the Carnegie Foundation for the Advancement of Teaching recognizes institutions for institutionalizing community engagement. Additional information on the Carnegie Foundation Community Engagement Classification may be found at https://carnegieclassifications.acenet.edu/elective-classifications/community-engagement/

[58] This elective classification through the Carnegie Foundation for the Advancement of Teaching recognizes institutions that have made extraordinary commitments to their public purpose. Additional information on the Carnegie Foundation Leadership for Public Purpose Classification may be found at https://carnegieclassifications.acenet.edu/elective-classifications/leadership-about/

Partnerships through Research & Economic Development[59]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Total Distinct Number of Partners	301	743	881	928	Available May 2026	Increase number of partners	Increase number of partners
Classified by organizational type							
> Industry	58	460	504	505			
> Government	124	118	134	136			
> Non-Profit	34	58	65	88			
> Higher Education	85	107	156	178			
> Other	N/A	N/A	22	21			

Student-athlete community engagement[60]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Opportunities provided to student-athletes to engage with community organizations	35	121	220	210	N/A	250	300

Student-athlete career exploration and development – BroncoLife Connect[61]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
Local Companies	N/A	N/A	64	58	65	60	75
Business Professionals			107	125	130	130	150
Student Participation			155	205	196	215	230

Objective B: Expand partnerships across Idaho to ensure rural communities have access to high-quality educational programming that fits their needs.

Performance Measures:

Community Impact Program Participants[62]	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target FY 2026	Target FY 2030
>Community Impact Program participants (new starts)	16	28	34	10	39	45	60
>Professional development participants	NA	35	17	28	65	80	100
>Academic certificates issued and percent of new starts	11 (69%)	24 (86%)	32 (94%)	8 (80%)	Available Sept. '25	38 (85%)	51 (85%)

[59] Partnerships are characterized as collaborations for the mutually beneficial exchange of knowledge and resources with entities external to the university. Partner organizations may include any type of public, non-profit, or private organization; each organization is counted once even if multiple engagements exist.

[60] Helper-Helper platform used to track volunteerism and other student-athlete development opportunities. Opportunities include volunteer hours at local K-12 schools, assisting individuals with special needs, and mental health and wellness programming. Data represents opportunities provided.

[61] BroncoLife CONNECT provides student-athletes an opportunity to learn about career paths while networking with employers and industry business professionals.

[62] Boise State's Community Impact Program launched in fall 2020 and is focused on rural communities. The program is offered through a hybrid format and engages communities in McCall, Mountain Home, and Payette.

Number of graduates with high impact on Idaho's college completion rate	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
Baccalaureate graduates from underrepresented groups >Rural Idaho[63]	505	544	491	437	Available Sept. 2025	550	750
Baccalaureate graduates who began as transfers from Idaho community college[64]	461	483	437	466	Available Sept. 2025	500	1,000

Objective C: Create interdisciplinary structures to facilitate meaningful connections and experiences for students, faculty, and staff.

Performance Measures:

Vertically Integrated Projects[65] (VIPs)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
>Number of students enrolled in VIP credit >Number of VIP teams	182 23	252 33	260 37	298 36	Available Aug. 2025	303 37	336 41

Percent of research grant awards and awarded grant $$ that are interdisciplinary vs. single discipline	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
>% of research grant awards with PIs and Co-PIs in two or more different academic departments (i.e., interdisciplinary)	16.9%	24.2%	21.4%	22.1%	Available September 2025	25.0%	30.0%
>Avg $$ per grant award for interdisc. grants	$333,321	$461,166	$827,570	$509,877		$550,000	$600,000
>Avg $$ per grant award for single-discipline grants	$181,531	$147,401	$168,295	$184,701		$200,000	$250,000

[63] Distinct number of graduates who began college as residents from a rural area in Idaho. The definition for this measure was updated in 2020 to align with Boise State's new efforts to serve rural communities in Idaho. Rural is defined as all places outside of "Urban Areas and their Places" as specified by the U.S. Census Bureau. Data for all reported years reflect the new definition and goals.

[64] Includes baccalaureate recipients in transfer cohorts whose institution prior to their initial Boise State enrollment was one of the four Idaho community colleges.

[65] The Vertically Integrated Projects (VIPs) initiative unites students with faculty research in a team-based context. Students earn credit for participation, however, not all student participants sign up for credit. Only those students who are enrolled in VIP for credit are reported. Boise State is a member of the VIP national consortium that includes more than 20 universities and is hosted by Georgia Tech.

KEY EXTERNAL FACTORS

A wide variety of factors affects Boise State University's ability to implement the strategic plan. Here we present a number of factors that we regard as impediments to progress as well as external factors that may help accelerate our progress.

Higher education budget funding and tuition. The long-term consequences of inconsistent Enrollment Workload Adjustment (EWA) funding during Boise State's significant enrollment growth periods, particularly in FY11 and FY12, continue to have lingering effects on the university especially in light of our sustained growth. This has resulted in $8.9 million cumulative unfunded EWA and a substantial per-student EWA-weighted funding deficit compared to the average of our sister institutions. This financial pressure is exacerbated by a decline in our inflation-adjusted tuition over the past six years, which further strains our resources and presents a challenge to effectively executing our strategic plan, Blueprint for Success. The FY25 published tuition of $9,048 for undergraduate full-time for Idaho residents is $7,249 when inflation-adjusted to the FY19 base year, thus, making the FY25 inflation-adjusted tuition approximately 9 percent lower than the published rate of $8,060 in FY19.

Lingering Effects of the Global Pandemic. The global pandemic, which created large new expenses and lost revenues in higher education, continues to affect our operations. Mental distress and burnout among students, faculty and staff remain. New cohorts of college students are more likely to have experienced learning loss while in high school (due to remote education and other stressors of the pandemic), which impacts their academic success in the university.

Effects of the economy and the market conditions. High inflation, in particular the increases in cost of housing in the Boise metro area, and insufficient increases in state salaries are negatively impacting our ability to recruit and retain staff and faculty. This is impacting morale and well-being of our community, and these increased costs are exceeding our ability to offset our current revenue streams.

Uncertainty. Uncertainty related to economic conditions, reductions in federal research funding, and changes in the Department of Education among other external factors has created an uncertain and anxious environment where decision making has become increasingly difficult. Additionally, it has been signaled that Facilities and Administrative rates (i.e., F&A rates) may be reduced, which would result in a higher cost share for the university.

Financial Aid Impacts: There are several recent changes to Financial Aid that may impact our enrollment in unpredictable ways. Changes to the Free Application for Federal Student Aid (FAFSA) have proven difficult and unpredictable for students and parents. Major changes in the Federal Department of Education have contributed to the uncertainty around financial aid.

Positive External Factor: Idaho LAUNCH Scholarship. The Idaho LAUNCH is a significant financial award that augments institutional aid, reducing the financial burden for students and families. Making college more affordable to Idaho students has increased access and incentivizes students to not only go-on but to stay in Idaho to pursue their postsecondary education.

Positive External Factor: Increasing collaborations among universities and colleges, and with industry / community partners. All universities and colleges have been committed to working together and expanding both collaborative academic and research programming across institutions. In addition, expanded efforts to collaborate with industry and community partners will increase applied research opportunities and allow for the development of programming with expected high community impact.

EVALUATION PROCESS

Boise State reviews its strategic plan and considers amendments to the Blueprint for Success through an annual review of divisional strategic plan reporting. The four vice presidents of the university receive reports from every unit within their division that detail progress to date on the Blueprint for Success and their plans and recommendations for the coming year. Each division compiles these unit-level reports and provides an executive-level summary to the University Strategic Planning Council (USPC), a group composed of representatives from across all divisions in the university. In turn, the USPC provides a comprehensive summary for the President and Executive Team detailing progress and achievements on the strategic plan from across the institution.

Parallel to this process, a strategic planning data group tracks and assesses progress made on the metrics for the plan. In addition, feedback and ideas are always welcome “off cycle” through communication with the USPC or divisional teams. This process allows every level of the institution to chart their progress, provide feedback, and offer new directions for the plan. This information provides the basis for changes or amendments to the plan, something ultimately finalized at the Executive Team level.

MAPPING OF STRATEGIC PLAN TO THE SBOE STRATEGIC PLAN

	Boise State University Strategic Plan Goals				
Institution/Agency Goals and Objectives	***Goal 1: Improve educational access and student success***	***Goal 2: Innovation for institutional impact***	***Goal 3: Advance research and creative activity***	***Goal 4: Foster thriving community***	***Goal 5: Trailblaze programs and partnerships***
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.					
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 Opportunities – Increase high-school student participation in advanced opportunities.	✓	✓		✓	✓
Objective B: Student 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 (opportunity) – Idaho's public colleges and universities and career technical education programs fuel a strong workforce pipeline evidenced through 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.	✓	✓	✓	✓	✓
Objective B: Timely Degree Completion – Increase on-time degree completion.	✓	✓	✓	✓	✓
Objective C: Educational Attainment – Increase completion of certificates and degrees through Idaho's educational system.	✓	✓	✓	✓	✓

Boise State Cybersecurity Report to the State Board of Education

February 2025

Executive Order 2017-02 mandates that Boise State University integrate the NIST Cybersecurity Framework (CSF) into its IT Risk Management strategies and implement CIS Critical Security Controls (CSC) 1–6 across the University's critical network infrastructure systems.

The CSF is one element of Boise State's broader IT Risk Management framework. To evaluate our security effectiveness, we collaborate with BitSight, which provides real-time feedback on the CSF maturity of University systems. Boise State's average BitSight score is an "A," reflecting prompt mitigation of issues that affect the score, compared to the higher education industry's average of a "C."

The CSC Controls have been documented, and the University currently ranks at maturity level 2. Efforts are ongoing to achieve level 3 maturity for Critical Security Controls 1–6, ensuring continuous improvement in cybersecurity resilience.

In the past 12 months we have:

- Reviewed, updated, and published revised versions of OIT Policies:
  - 8000 Information Technology Resource Use
  - 8040 University Web Policy
  - 8060 Information Privacy and Data Security
  - 8090 Telephone Services
- Reviewed, updated, and published the following OIT standards and guidelines:
  - Cloud Storage Security Guideline
  - Data Classification Standard
  - Data Use Guideline
  - Information Security Risk Assessment Standard (New)
  - Mobile Device Security Guideline
  - System Security Encryption Guideline
- Conducted external penetration test and review of critical systems
- Continued the implementation of Microsoft Defender XDR for all MacOS devices
- Implemented a new asset management system called Lansweeper for all OIT-managed devices

In the next 12 months we plan:

- Deployment of Microsoft Defender XDR to all university-managed Windows devices
- Expansion of Lansweeper to include all university-owned devices not managed by OIT
- Continuing maturity growth of CSF and CSC as outlined by State, reevaluating maturity based on CSCv8 controls
- Continue the project to remove unused and inactive student accounts

Additional Relevant Strategic Plans Supporting *Blueprint for Success*

IDAHO SMALL BUSINESS DEVELOPMENT

Mission
Accelerating business success

Vision
Be the most influential driver of Idaho business success

Goal 1: Network Reach
Focus time on clients with the highest potential for creating economic impact.

Objective A: Develop long-term relationships with potential and existing growth and impact clients.

Performance Measures:

Capital Raised by Clients	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030
> millions of dollars[66]	$55.8	$28.2	$56.6	$44.7	N/A	$56.1	$68.2

[66] The reported numbers differ from those reported previously due to a correction, which resulted in adjustments to the data.

TECHHELP

Mission
TechHelp will be a respected, customer-focused, industry recognized organization with strong employee loyalty, confidence of its business partners and with the resources and systems in place to achieve the following sustained annual results in 2025:

- 110 manufacturers reporting $90,000,000 economic impact
- 470 jobs created and retained
- > $20,000 and < $50,000 Net Income

Vision
TechHelp is Idaho's Manufacturing Extension Partnership (MEP) center. Working in partnership with the state universities and the Idaho Manufacturing Alliance (IMA), we provide assistance to manufacturers, food and dairy processors, service industry and entrepreneurs to grow their revenues, to increase their productivity and performance, and to strengthen their global competitiveness. "Our identity is shaped by our results."

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.

Objective A: 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.

Client reported economic impacts resulting from projects	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Target	
						FY 2026	FY 2030[67]
> sales, cost savings and investments (millions of dollars)	$114.4	$207.4	$206.3M	$78	N/A	$90	$110
> new and retained jobs	1144	497	348	440	N/A	470	500

[67] Target is based on current and projected resources and established best practices based on those resources.


Idaho State University
STRATEGIC PLAN
2026-2030
Performance Measure Report

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Vision

We inspire a passion for knowledge and discovery.

Mission

We engage students through learning and research opportunities that improve the intellectual vigor, cultural vitality, and health of our communities.

Statewide Performance Measures Established by the Idaho State Board of Education

Performance Measures	Current Data					Benchmark	
	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2030
1. Student Access *Measured by student enrollment as reported on the PSR-1 Annual Report*							
Annual Enrollment Headcount	14,241	14,702	14,816	15,146	Available October 2025	16,000	17,000
Annual Enrollment FTE	9,322	9,252	9,216	9,544	Available October 2025	9,850	10,250
2. Student Retention *Measured by the percentage of degree seeking first-time, full-time fall-enrolled students that are retained in the following fall on the IPEDS Fall Enrollment Report*							
First-time, full-time fall to fall retention	63%	67%	71%	74%	72%	75%	75%
3. Student Completion *Measured by the percentage of degree seeking first-time, full-time freshman graduating within 150% of time on the IPEDS Graduation Report*							
First-time, full-time 150% graduation rate	36%	34%	35%	35%	Available August 2025	40%	50%
4. Student Affordability *Measured by ISU in-state tuition and fees compared to Idaho State Board of Education assigned ten peer institutions* as reported by the National Center for Education Statistics*							
In-state tuition rank (lowest to highest)	2	2	2	2	2	<=3	<=3

* ISU Peers: University of Montana, Marshall University, Utah State University, South Dakota State University, Texas A&M University – Corpus Christie, University of Colorado – Colorado Springs, Wright State University, University of Toledo, Cleveland State University, University of Massachusetts - Dartmouth

⌂ Mission Fulfillment Measure

Critical Institutional Performance Measures for the Idaho State Board of Education

Performance Measures	Current Data					Benchmark	
	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2030
5. Student Access *Measured by fall degree-seeking student enrollment as reported on the IPEDS Fall Enrollment Report*							
Fall degree-seeking student enrollment	9,114	9,115	9,087	9,447	9,769	9,850	10,250
6. Student Completion *Measured by distinct degrees and certificates awarded to ISU students*							
Number of degrees and certificates awarded - Undergraduate - Graduate	2,082 674	1,955 782	2,004 800	2,154 805	Available August 2025	2,300 825	2,500 900
7. Health Professions Mission *Measured by the annual unduplicated headcount of students in health professions and pre-professional health majors*							
Annual health professions enrollment	3,896	3,927	3,769	3,805	4,001	4,075	4,200
8. Research *Measured by the Higher Education Research and Development (HERD) survey for direct externally sponsored research and development*							
Total Annual Research Expenditures	$14.0M	$16.6M	$17.5M	$17.5M	Available October 2025	$20.0M	$24.0M
9. Advancement *Measured by the annual amount of cash and commitments to the ISU Foundation*							
Private Support	$20.7M	$38.7M	$14.7M	$32.2M	Available October 2025	$18M	$25M
10. Efficiency							
Administrative to Instructional Cost Ratio	.25 (89% of peer)	.18 (66% of peer)	.24 (86% of peer)	Available June 2026	Available June 2027	<.25 and less than in-state peer average	<.25 and less than in-state peer average

⌂ Mission Fulfillment Measure

Strategic Plan Goals and Objectives

Goal 1: Increase Student Access, Opportunity, Retention, and Success

We build a diverse and thriving student population by providing all students with the tools, opportunities, and environment to support their goals, learning, and achievement.

Objective 1A: Increase access and enrollment using targeted recruitment efforts

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Fall degree-seeking student enrollment							
All students	9,114	9,115	9,087	9,447	9,769	9,850	10,250
First-generation students*	1,622	1,570	1,480	1,593	2,319	2,350	2,400
Rural Idaho students	2,485	2,505	2,493	2,644	2,804	2,830	2,950
Percent of cost of attendance covered by grant or scholarship aid ⌂	30%	32%	32%	36%	36%	36%	38%

* FAFSA survey methodology changed in FY2025.

Objective 1B: Improve student retention by strengthening students' ISU experience

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
First-time, full-time bachelor degree-seeking student fall to fall retention⌂	63%	67%	71%	74%	72%	75%	75%

⌂ Mission Fulfillment Measure

Objective 1B: Improve student retention by strengthening students' ISU experience (continued)

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Percent of undergraduate, degree-seeking students completing 30 or more credits per academic year at the institution reporting	24%	24%	24%	24%	Available August 2025	28%	32%
Percent of new degree-seeking freshmen completing a gateway math course within two years ⌂	71%	73%	76%	82%	Available August 2025	83%	85%
Percent of undergraduate, degree-seeking students taking a math remediation course completing a subsequent credit-bearing course within a year with a "C" or higher	29%	38%	47%	54%	Available August 2025	55%	60%

Objective 1C: Improve ISU's graduation rate

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Number of degrees and certificates awarded ⌂	2,756	2,737	2,804	2,959	Available August 2025	3,050	3,350
% of total credentials conferred that are STEM field	15%	13%	14%	11%	Available August 2025	15%	18%
Percent of first-time, full-time freshman graduating within 100% of time	24%	20%	22%	24%	Available August 2025	26%	30%
Percent of first-time, full-time freshman graduating within 150% of time⌂	36%	34%	35%	35%	Available August 2025	40%	50%

⌂ Mission Fulfillment Measure

Goal 2: Strengthen Programmatic Excellence

Programmatic excellence is at the core of student achievement. The University continually evolves to meet workforce demands and recruit, retain, and support highly qualified faculty and staff. We allocate resources to strengthen programs and opportunities focused on student achievement and success.

Objective 2A: Attract, support, and retain outstanding faculty and staff

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Percent of faculty and staff who express satisfaction with Idaho State University as their employer ⌽	74%	Not available	72%	Not available	Not available	75%	80%
Staff employee retention relative to peers	2.1%	3.0%	1.3%	.3%	1.8%	>2%	>4%
Faculty employee retention relative to peers*	(.5%)	(1.5%)	(.7%)	(2.5%)	(1.8%)	>2%	>4%

⌽ ISU's employee survey is usually administered biennially. This was paused in FY2025 as the survey was being restructured. A workgroup is currently reviewing the survey, frequency, and utility as a performance measure.

*Comparison data obtained from CUPA-HR Data on Demand reports compares average voluntary separation for ISU full-time faculty and total staff versus "ISU Peer Group 2020 Plus" comparison group

Objective 2B: Enhance ISU's infrastructure

Performance Measure	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Deferred maintenance expenditures	$7.9M	$7.0M	$15.1M	$15.4M	Available October 2025	$15.0M	$18.0M

Objective 2C: Align ISU's programs with community, regional, and national needs

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Number of certificates and other stackable "microcredentials" awarded at Idaho State University	327	378	359	514	Available August 2025	550	650

Objective 2C: Align ISU's programs with community, regional, and national needs (continued)

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Number of ISU graduates with degrees that align with Idaho Department of Labor "Hot Jobs" list	759	758	821	817	Available August 2025	850	880
Number of certificates and degrees awarded in Health Professions programs							
Undergraduate/ Professional	725	666	648	649	Available August	675	725
Graduate	285	336	326	331	2025	350	375

☖ Mission Fulfillment Measure

Goal 3: Cultivate External Partnerships

We contribute to the betterment of all communities through strong collaborations and partnerships. The University will continue to foster existing beneficial partnerships and build new associations that advance Idaho State's mission.

Objective 3A: Maximize the impact of new and existing regional partnerships in support of ISU's mission

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Number of active formal academic and/or research partnership agreements with educational institutions, organizations, and private industry⌂	In development						
Percentage of off-campus Career Path Internship placements	17%	30%	32%	35%	Available August 2025	40%	45%

⌂ We are in the process of developing a method for collecting this data and establishing benchmarks.

Objective 3B: Expand collaborations with K-12 and post-secondary educational institutions

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Student transfers from Idaho Community Colleges to Idaho State University	224	225	245	248	Available August 2025	275	325
Early College program enrollment	3,485	3,769	4,042	3,980	Available August 2025	4,200	4,500

Goal 4: Expand Research, Clinical, and Creative Activities

We change lives for the better by e4xpanding our research, clinical, and creative activities. We focus on increasing human knowledge, serving the needs of society, and supporting artistic ventures.

Objective 4A: Enhance faculty's ability to initiate research and innovative projects

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
F&A distributed to colleges, researchers, and PIs	$1.0M	$1.2M	$1.5M	$1.6M	Available October 2025	$1.9M	$2.8M
Three-year rolling average of external grant proposals submitted.	336	296	286	292	Available August 2025	320	340

Objective 4B: Increase productivity in research, scholarly, and creative activities

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Total annual research expenditures ⌂	$14.0M	$16.6M	$17.5M	$17.5M	Available October 2025	$20.0M	$24.0M

⌂ Mission Fulfillment Measure

Objective 4C: Engage students in Interprofessional Educational and/or clinical research

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Percent of KDHS students that participate in interprofessional education/clinical research opportunities	Not Available			70%	Available August 2025	74%	78%
Percent of KDHS faculty that participate in interprofessional education/clinical research opportunities	Not Available			58%	Available August 2025	62%	65%

Objective 4D: Enhance ISU student research, clinical, and creative opportunities

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Number of ISU students participating in the Research and Creative Scholarship Symposium	Not available	Not available	Not available	246	246	260	290

⌂ Mission Fulfillment Measure

Goal 5: Energize the Bengal Community

We engage and build strong relationships with all members of the Bengal Community to achieve academic success and innovation, advance learning and research, and enhance lives. The Bengal Community includes students, faculty, staff, alumni, community members, friends, and partners who engage with the University and support its success.

Objective 5A: Enhance student life and engagement

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Total headcount of student employees and graduate assistants (Fall)							
Students	992	1,017	1,015	1,130	1,167	1,202	1,350
Graduate Assistants	245	235	227	228	241	248	280
Number of students who participate in student activity board events and activities Ω	4,539	10,327	11,365	12,519	Available in August 2025	13,500	16,500

Ω Students are counted more than once if involved in more than one event or activity in the year.

Objective 5B: Increase faculty and staff connection, engagement, and recognition

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Number of faculty and staff nominees for the Be a Bengal Program	64	78	82	110	Available August 2025	125	140
Number of ISU employees contributing to Bengal Giving Day	Not available	239	253	183	Available August 2025	250	300
ISU Today Open Rates	61%	66%	65%	66%	Available August 2025	68%	70%

ⓘ We are in the process of developing a method for collecting this data and establishing benchmarks.

Objective 5C: Increase alumni connections to and participation with ISU

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Private support: cash and new commitments to the ISU Foundation	$20.7M	$38.7M	$14.7M	$32.2M	Available October 2025	$18M	$25M
Alumni Engagement – event attendance, giving, volunteer, and/or meaningful contact (unduplicated)	Not available	Not available	Not available	2,146	Available August 2025	2,500	3,200

Objective 5D: Increase ISU's impact on its communities

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Number of ISU Clinics and Pharmacy clients served**	44,204	50,784	50,460	46,382	Available August 2025	51,500	53,000
Continuing Education and Workforce Training enrollment ⌂	16,317	21,413	23,657	37,283	Available August 2025	40,000	45,000

⌂ Mission Fulfillment Measure

Key External Factors

Several external factors affect Idaho State University's ability to achieve strategic plan goals, to include:

- ***Inflation.*** ISU continues to experience significant inflation in services, technology, materials, supplies, utilities, equipment, and capital construction.
- ***Out of State Competition.*** ISU and other Idaho colleges and universities are experiencing increasing competition from other states for Idaho students. We are passionate about educating Idaho students so that they stay in Idaho and contribute to our workforce and economy. This requires additional investments in marketing and recruitment.
- ***Infrastructure.*** ISU is 125 years old and is facing an aging campus infrastructure. ISU is experiencing a growing need for investments to address $280 million in deferred maintenance and to build new facilities for student support, program growth, and workforce development.
- ***Administrative Requirements.*** Growing compliance, reporting, and administrative requirements require ever increasing resources and support.

Evaluation Process

In 2024, Idaho State University implemented a new Planning and Institutional Effectiveness Framework, designed to support and further ISU's mission. The integrated framework forms the basis for ongoing and systematic assessment, adaptation, and improvement.

The Planning and Institutional Effectiveness Steering Committee continues to review and streamline elements of the framework to support our accreditation and strategic plan more seamlessly. As part of this effort, we have identified nine high-level "Mission Fulfillment Measures" and developed online dashboards that show longitudinal progress toward established thresholds. We have also updated our strategic plan objectives and performance measures to 1) align with Mission Fulfillment Measures, 2) reflect State Board of Education system-wide measures, and 3) focus on measurable outcomes.

On an annual basis, the Planning and Institutional Effectiveness Steering Committee reviews progress toward mission fulfillment and strategic plan goals and objectives, reports on progress to Administrative Council, Leadership Council, and the campus community, and recommends priority actions to address performance gaps and opportunities.

Appendix A: Alignment with State Board of Education Goals

	State Board of Education Goals		
	Goal 1: Educational Readiness	**Goal 2: Educational Access**	**Goal 3: Educational Attainment**
Idaho State University			
Goal 1: Increase student access, opportunity, retention, and success			
Increase access and enrollment using targeted recruitment efforts		X	
Improve student retention by strengthening students' ISU experience		X	X
Improve ISU's graduation rate			X
Goal 2: Strengthen programmatic excellence			
Attract, support, and retain outstanding faculty and staff			X
Enhance ISU's infrastructure		X	X
Align ISU's programs with community, regional, and national needs		X	X
Goal 3: Cultivate external partnerships			
Maximize the impact of new and existing relationships and partnerships to support ISU's mission		X	X
Expand collaborations with K-12 and post-secondary educational institutions		X	X
Goal 4: Expand research, clinical, and creative activities			
Enhance faculty's ability to initiate research and innovative projects			X
Increase productivity in research, scholarly, and creative activities			X
Engage students in Interprofessional Education and/or clinical research		X	X

	State Board of Education Goals		
	Goal 1: Educational Readiness	**Goal 2: Educational Access**	**Goal 3: Educational Attainment**
Idaho State University			
Goal 4: Expand research, clinical, and creative activities (continued)			
Enhance ISU student research, clinical, and creative opportunities		X	X
Goal 5: Energize the Bengal community			
Enhance student life and engagement		X	X
Increase faculty and staff connection, engagement, and recognition			X
Increase alumni connections to and participation with ISU		X	X
Increase ISU's impact on its communities		X	X

Appendix B: Special Appropriations Strategic Plans

Idaho Dental Education Program

Vision
The Idaho Dental Education Program envisions an elite educational program; graduating competent and ethical dentists who benefit the residents of Idaho as professionals.

Mission
The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry. We provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

Goal 1: Provide access to quality dental education for qualified Idaho residents

Objective A: Access - Provide dental education opportunities for Idaho residents

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Contract for 4-year dental education for at least 8 Idaho residents	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Number of students enrolled in the program	8	8	8	8	8	9	10

Department of Family Medicine

Vision
To improve lives by serving on the forefront of healthcare and education.

Mission
Through interprofessional clinical education we develop compassionate, skilled healthcare providers who better lives and communities.

Goal 1: Expand to a new facility

Objective A: Establish an expanded, modern interprofessional healthcare training facility.

Performance Measures	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Identification of new site	N/A	In progress	In progress	In progress	Site Identified	N/A	N/A
Completion of new site	N/A	N/A	N/A	N/A	N/A	N/A	Complete

Idaho Museum of Natural History

Vision
To inspire all Idahoans and our visitors to protect and preserve natural history.

Mission
Create meaningful experiences through our shared natural history that empower and educate communities.

Values
Curiosity – our desire to search for knowledge
Authenticity – our dedication to the natural world
Connectedness – our recognition that context and community are essential to progress
Legacy – our commitment to the protection of natural history

Goal 1: Expand the audience in depth and breadth

Objective: Increase usage of Museum services

Performance Measure	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Annual museum visitors	6,575*	8,117	8,619	8,883	Available August 2025	9,420	10,000
Idaho counties served	12	12	12	14	Available August 2025	20	44 (all counties)
Museum members	Not available	107	106	136	Available August 2025	155	200

* COVID impacts

Goal 2: Increase opportunities for education, research, and lifelong learning

Objective: Increase the variety of experiences that our audiences can participate in

Performance Measure	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
K-12 education participants, including visits to museum exhibits and educational programs	Not available	5,742	6,093	5,675	Available August 2025	6,180	7,440
Number of students hours spent in CPI, RA, for-credit, volunteer, and student research in collections	Not available	12,000	12,000	8,000	Available August 2025	10,000	16,000
Total volunteer hours	Not available	400	894	960	Available August 2025	1,100	2,500

Goal 3: Grow resources to sustainability support our mission

Objective: Increase and diversity Museum revenue streams

Performance Measure	FY2021	FY2022	FY2023	FY2024	FY2025	Benchmark	
						FY2026	FY2030
Annual philanthropic donations	Not available	$32,741	$94,403	$227,910	Available August 2025	$200,000	$400,000
Grant and contract expenditures	Not available	$66,247	$104,516	$68,790	Available August 2025	$50,000	$100,000
Earned revenues (excluding gifts, donations, grants, and contracts)	Not available	$71,097	$89,080	$76,732	Available August 2025	$100,000	$130,000

Key External Factors: Funding

Many of IMNH strategic goals and objectives assume on-going and strategic additional levels of State legislative appropriations. Funding provided through Federal programs will positively contribute to the preservation of public collections.

Appendix C: Performance Measure Updates

As part of its annual review process, ISU's Planning and Institutional Effectiveness Steering Committee updates strategic plan performance measures and analyzes progress toward strategic goals and objectives. The committee also reviews and updates measures as needed to 1) align with Mission Fulfillment Measures, 2) reflect State Board of Education system-wide measures, and 3) provide meaningful, valid measurable outcomes. Annual updates are reflected below.

Goal 3: Cultivate External Partnerships

Objective 3A: Maximize the impact of new and existing regional partnerships in support of ISU's mission.

~~3.A.1 Number of external entities providing student education funding.~~
Rationale: This measure has been struck because we do not have a method for accurately capturing this information. It has been replaced by the measure below.

3.A.1 New: Number of active formal academic and/or research partnership agreements with educational institutions, organizations, and private industry.
Rationale: This reflects outcomes of work to leverage partnerships in support of our academic and research mission.

Objective 3B: Expand collaborations with K-12 and post-secondary educational institutions.

3.B.1 Student ~~T~~transfers ~~rates~~ from Idaho Community Colleges to Idaho State University.
Rationale: This measure is a count not a rate.

Goal 4: Expand Research, Clinical, and Creative Activities

Objective 4C: Engage students in Interprofessional Educational and/or clinical research

Goal 5: Energize the Bengal Community

Objective 5B: Increase faculty and staff connection, engagement, and recognition.

~~5.B.3 Employee attendance and university Town Halls.~~
Rationale: ISU does not have a comprehensive tracking mechanism for this measure.

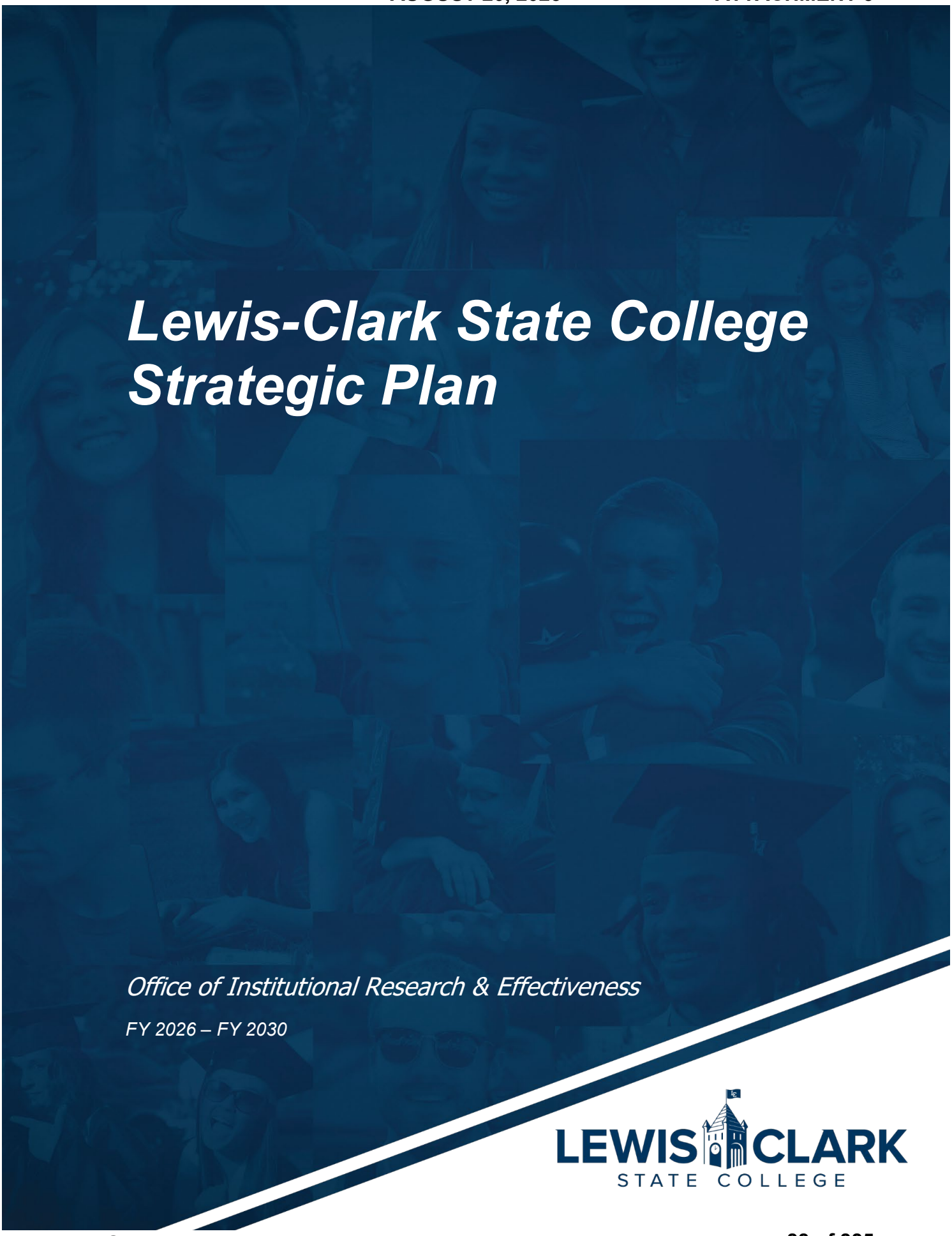
Objective 5C: Increase alumni connections to and participation with ISU

~~5.C.1 Foundation fundraising– cash and new commitments, excluding government entities and anomalous gifts (greater than $1M).~~

5.C.1 Private support: cash and new commitments to the ISU foundation
Rationale: It is important to capture all gifts and commitments.

~~5.C.2 Alumni participation in ISU events.~~

5.C.2 Engaged alumni – event attendance, giving, volunteer, and/or meaningful contact (unduplicated).
Rationale: ISU Advancement has established a mechanism for tracking all meaningful alumni engagement.



Lewis-Clark State College Strategic Plan

Office of Institutional Research & Effectiveness

FY 2026 – FY 2030

LEWIS CLARK STATE COLLEGE

LEWIS CLARK
STATE COLLEGE

Connecting Learning to Life

STRATEGIC PLAN
FY 2026 - 2030

Submitted July 2025

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MISSION STATEMENT

Lewis-Clark State College prepares students to become successful leaders, engaged citizens, and lifelong learners.

VISION STATEMENT

Idaho's college of choice for an educational experience that changes lives and inspires a commitment to Idaho's learning and civic engagement.

Systemwide Performance Measures Established by the Idaho State Board of Education

These metrics are required by the Idaho State Board of Education and have been highlighted here to make them easier to locate. Each of these metrics are also included in the body of the plan under the corresponding goals.

Student Access

LC State Annual Enrollment: *Statewide Performance Measure*

Annual Enrollment	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 26 (2025-26)	FY 30 (2026-27 thru 2029-30)
HC	4,835	4,636	4,661	4,674	Available Summer '26	Available Summer '30
Non-Dual Credit HC	3,369	3,116	3,118	3,113		
Benchmark					3,775	5,100
FTE	5,084	4,929	4,876	4,871	Available Summer '26	Available Summer '30
Non-Dual Credit FTE	4,476	4,282	4,208	4,190		
Benchmark					4,826	6,100

- Source: PSR 1 Annual Enrollment Report
- Future annual benchmark figures are calculated from Fall enrollment goals based on the average proportion of Fall enrollment compared to annual enrollment.
- Historical benchmarks are not available as this is a new metric.

Student Retention

LC State Retention Rate: *Statewide Performance Measure*

Retention	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 26 (2025-26)	FY 30 (2029-30)
First-Time, Full-Time, Baccalaureate-Seeking, Students	63%	63%	64%	62%	Available Fall 2026	Available Fall 2030
Benchmark:	65%	66%	67%	68%	68%	68%

- Source: IPEDS
- Benchmarks align with the Idaho State Board of Education's K-20 Strategic Plan and LC State target of 1,050 total completions by AY 2035-36.
- The students included in this cohort represent approximately 12% of the entire degree-seeking student body.

Student Success

LC State 150% of Time Graduation Rate: *Statewide Performance Measure*

First-Time Full-Time Cohorts	Attainment w/in 150% Time	FY 21 (2015 Cohort)	FY 22 (2016 Cohort)	FY 23 (2017 Cohort)	FY 24 (2018 Cohort)	FY 26-30 (2020-24 Cohorts)
All First-Time, Full-Time Students	Bacc., Assoc, & Certificates	37%	35%	45%	40%	
	Benchmark:	40%	38%	38%	38%	38%

- Source: IPEDS
- Benchmarks align with the Idaho State Board of Education's K-20 Strategic Plan and LC State target of 1,050 total completions by AY 2035-36.

Student Affordability

LC State Average Net Price: *Statewide Performance Measure*

Net Price	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 26-30 (2025-26 thru 2029-30)
$	$13,267	$11,476	$12,508	$15,917	Available Feb. '31
Benchmark	$12,203	$12,986	$14,569	Available Fall '25	Available Fall '31

- Source: IPEDS
- Benchmarks are based on the average net price of all State Board approved peer institutions and will be updated as IPEDS data is released.

Critical Institutional Performance Measures for the Idaho State Board of Education

Performance Measure: Licensing & certification

Definition: The proportion of LC State test takers who pass, or their average test scores, on professional licensure or certification exams.

Benchmark: Meet or exceed national or statewide averages.

Licensing/Cert. Exams			FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 26-30 (2025-26 thru 2029-30)
Professional Degrees	NCLEX Registered Nurse[1]	LC State	94%	92.8%	90.8%	97.3%	Exceed National Average
		Benchmark: Nat'l Ave.	85%	82.3%	80.2%	93%	
	ARRT Radiology	LC State	86%	90%	73%	93%	Exceed National Average
		Benchmark: Nat'l Ave.	84%	83.5%	84%	82%	
	PRAXIS Teacher Education[2]	LC State	166	166	165	164	Meet State Average Scores
		Benchmark: State Ave.	168	167	168	166	
	ASWB Social Work	LC State	77%	66.7%	73.3%	Not Yet Available	Exceed National Average
		Benchmark: Nat'l Ave.	69%	64.5%	67.9%		

[1] FY 18-21 test results for first time test takers reported for April through March. FY 22 test results are for the 2021-2022 fiscal year.

[2] Excludes tests 5003, 5004, and 5005, which are required for elementary certification, but which test background subject area content that is not taught in the Division of Teacher Education programs or majors connected to certification.

Licensing/Certification Exams			FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 26-30 (2025-26 thru 2029-30)
Workforce Training	HVAC Apprentice	LC State	50%	50%	90%	92%	Exceed State Average
		Benchmark: State Ave.	73%	63%	70%		
	Plumbing Apprentice	LC State	No Students	100%	90%	93%	Exceed State Average
		Benchmark: State Ave.	72%	74%	72%		
	Electrical Apprenticeship Idaho Journeyman	LC State	89%	91%	89%	89%[3]	Exceed State Average
		Benchmark: State Ave.	78%	77%	77%		

[3] Preliminary figure: Reporting of Electrical Journeyman testing was moved to the Idaho Division of Occupational and Professional Licenses (IDOPL). LC State has not received test results back from IDOPL for its program assessment.

Performance Measure: Certificates and degrees

Definition: The count of degrees/certificates awarded at each degree-level.[4]

The benchmarks align with the Idaho State Board of Education's K-20 Strategic Plan[5] and LC State target of 1,050 total completions by AY 2035-36.[6]

Certificates & Degrees	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 26 (2025-26)	FY 30 (2029-30)
Certificates	51	62	83	62	Available Summer '26	Available Summer '30
Benchmark:	28	23	24	25	27	27
Associates	218	204	314	299	Available Summer '26	Available Summer '30
Benchmark:	442	256	262	269	282	295
Baccalaureates	599	580	554	541	Available Summer '26	Available Summer '30
Benchmark:	666	496	509	521	546	571
Graduate Certificates		2	1	1	Available Summer '26	Available Summer '30
Benchmark:	New benchmark methodology will be established once baseline is established.					

[4] Consistent with IPEDS Completions Survey definitions.

[5] Goal 3, Objective C, Performance Measure II

[6] Benchmarks re-aligned in FY22 to current version of Idaho State Board of Education's K-20 Strategic Plan assuming peer comparable retention and completion rates.

Performance Measure: Workforce training completion

Definition: Completions of LC State's Workforce Training courses[7].

The benchmarks are a proportion of the enrollments each fiscal year (FY) and set to maintain the high proportion of completions observed historically.

Workforce Training Completions	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 26-30 (2025-26 thru 2029-30)
Duplicated Completions	2,756 (95%)	2,362 (94%)	2,596 (95%)	1,908 (87%)	
Benchmark: Maintain	94%	94%	94%	94%	94%

[7] Completions measured by course because most Workforce Training offerings are designed as singular courses.

Lewis-Clark State College Strategic Plan

Goal 1: Strengthen and Optimize Instructional and Co-curricular Programming

Objective A: Optimize course and program delivery options

Performance Measure 1: Number of online and evening/weekend programs.

Definition: The number of degrees or certificates offered online or during evening or weekend hours.

Benchmark: While LC State began adding online degrees/certificates and evening & weekend programs of study beginning with the FY21 academic year, overall the relative percentage of fully online offerings is planned to remain at approximately 20% of the overall program mix.

Course Delivery Methods	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26 (2025-26)	FY 30 (2029-30)
Online[8]	40	42	49	57	61	62		
Benchmark	37	42	42	42	42	42	42	42
Achievement	MET	MET	MET	MET	MET	MET		
Evening/ Weekend[9]	7	7	7	7	7	7		
Benchmark	2	6	7	7	7	7	7	7
Achievement	MET	MET	MET	MET	MET	MET		

[8] List of online programs available here: http://catalog.lcsc.edu/programs/#filter=.filter_42

[9] The following programs/credentials are offered during evenings &/or weekends: Web Design & Development (cert., AAS, BAS), Business Administration (BA/BS), & Interdisciplinary Studies (BA/BS). A portion of these programs is available through weekend and evening delivery and number of the courses are offered online. Liberal Arts and Business Administration associate's degrees moving towards evening/weekend delivery.

Performance Measure 2: Proportion of courses in which course content is delivered online

Definition: The proportion of courses in which course content (e.g., syllabi & student grades) is delivered using an online learning management system (LMS).

Benchmark: One hundred percent (100%) of courses have content available to students through the LMS.

Web Enhanced Courses	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26-30 (2025-26 thru 2029-30)
% Sections	69%[10]	79%	89%	97%	99%	99%	
Benchmark		100%	100%	100%	100%	100%	100%
Achievement		NOT MET	NOT MET	NOT MET	NOT MET	NOT MET	

[10] Seventy one percent (71%) of sections were reviewed. Metric shows the proportion of sections reviewed with course content posted on LMS.

Objective B: Ensure high quality program outcomes

Performance Measure 1: Licensing & certification

Definition: The proportion of LC State test takers who pass, or their average test scores, on professional licensure or certification exams.

Benchmark: Meet or exceed national or statewide averages.

Licensing/Cert. Exams			FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26-30 (2025-26 thru 2029-30)
Professional Degrees	NCLEX Registered Nurse[11]	LC State	95%	94%	92.8%	90.8%	97.3%	Not Yet Available	Exceed National Average
		Benchmark: Nat'l Ave.	87%	85%	82.3%	80.2%	93%		
		Achievement	MET	MET	MET	MET	MET		
	ARRT Radiology	LC State	76%	86%	90%	73%	93%	Not Yet Available	Exceed National Average
		Benchmark: Nat'l Ave.	88%	84%	83.5%	84%	82%		
		Achievement	NOT MET	MET	MET	NOT MET	MET		
	PRAXIS Teacher Education[12]	LC State	171	166	166	165	164	Not Yet Available	Meet State Average Scores
		Benchmark: State Ave.	170	168	167	168	166		
		Achievement	MET	NOT MET	NOT MET	NOT MET	NOT MET		
	ASWB Social Work	LC State	86%	77%	66.7%	73.3%	Not Yet Available		Exceed National Average
		Benchmark: Nat'l Ave.	69%	69%	64.5%	67.9%			
		Achievement	MET	MET	MET	MET			

[11] FY 18-21 test results for first time test takers reported for April through March. FY 22 test results are for the 2021-2022 fiscal year.

[12] Excludes tests 5003, 5004, and 5005, which are required for elementary certification, but which test background subject area content that is not taught in the Division of Teacher Education programs or majors connected to certification.

Licensing/Certification Exams			FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26-30 (2025-26 thru 2029-30)
Workforce Training	HVAC Apprentice	LC State	100%	50%	50%	90%	92%	Not Yet Available	Exceed State Average
		Benchmark: State Ave.	75%	73%	63%	70%			
		Achievement	MET	NOT MET	NOT MET	MET			
	Plumbing Apprentice	LC State	83%	No Students	100%	90%	93%	Not Yet Available	Exceed State Average
		Benchmark: State Ave.	71%	72%	74%	72%			
		Achievement	MET	--	MET	MET			
	Electrical Apprentice-ship Idaho Journeyman	LC State	91%	89%	91%	89%	89%[13]	Not Yet Available	Exceed State Average
		Benchmark: State Ave.	77%	78%	77%	77%			
		Achievement	MET	MET	MET	MET			

[13] Preliminary figure: Reporting of Electrical Journeyman testing was moved to the Idaho Division of Occupational and Professional Licenses (IDOPL). LC State has not received test results back from IDOPL for its program assessment.

Objective C: Optimize curricular & co-curricular programming through *Connecting Learning to Life* initiative

Connecting Learning to Life has been verified as a curricular component of LC State 2- and 4-year degree programs, making experiential and applied learning a signature hallmark of an LC State education. 'Connecting' experiences fall under *applied learning*[14] or *experiential learning*[15]. Defined broadly to include internships, practica, apprenticeships, service learning, research, co-curricular engagement, etc., students complete applied or experiential learning within their chosen majors; and /or may reach outside their major for hands-on, co-curricular experiences. Performance measures are added or modified when plans result in measurable outcomes.

Performance Measure 1: Curricular programing of applied and experiential learning opportunities

Definition: Courses, programs of study, majors, minors and certificates that serve as avenues of applied or experiential learning opportunities.

Benchmark: All programs of study offer graduates opportunities for applied and/or experiential learning. Likewise, long-term goals include educating for AI - integrating AI knowledge, skills and abilities into courses and programs to equip students for the future.

<table>
<tr><th>Curricular Applied & Experiential Learning</th><th>FY 20
(2019-20)</th><th>FY 21-22
(2020-21 thru 2021-22)</th><th>FY 23
(2022-23)</th><th>FY 24
(2023-24)</th><th>FY 25
(2024-25)</th><th>FY 26-30
(2025-26 thru 2029-30)</th></tr>
<tr><td>Apprenticeships</td><td rowspan="8">Developed Signature Certificates that knit together academic and Career & Tech. Edu (CTE) coursework</td><td rowspan="8">Marketed availability of Signature Certificates</td><td colspan="3" rowspan="8">Continue to emphasize experiential learning across the curriculum by:
Building internship/practica/clinical credits into degree programs.
Promoting Prior Learning Assessment opportunities for working adults
Working with Student Employment & Career Center to promote internship experiences.</td><td rowspan="8">100% of LC State graduates participate in applied &/or experiential learning via curricular <u>or</u> co-curricular experiences.</td></tr>
<tr><td>Directed Study</td></tr>
<tr><td>Field Experiences</td></tr>
<tr><td>'Hands-on' courses</td></tr>
<tr><td>Internships, Practica & Clinicals</td></tr>
<tr><td>Performance Arts</td></tr>
<tr><td>Service Learning</td></tr>
<tr><td>Undergraduate Research</td></tr>
</table>

[14] Applied learning = hands-on application of theory.

[15] Experiential learning = the process through which students develop knowledge, skills, and values from direct experiences outside a traditional academic setting.

Performance Measure 2: Co-Curricular programing of applied and experiential learning opportunities

Definition: Co-curriculum programming engaging students in applied and/or experiential learning outside of their chosen program's curriculum. Examples displayed in the table below. Micro-credentials, now measurable, identified in table below.

Benchmark: 100% of LC State graduates participate in applied and/or experiential learning.

<table>
<tr><th>Co- Curricular Applied & Experiential Learning</th><th>FY 20 (2019-20)</th><th>FY 21 (2020-21)</th><th>FY 22 (2021-22)</th><th>FY 23 (2022-23)</th><th>FY 24 (2023-24)</th><th>FY 25 (2024-25)</th><th>FY 26-30 (2025-26 thru 2029-30)</th></tr>
<tr><td rowspan="2">Micro-Credentials</td><td colspan="3">Leadership Certificate Awardees</td><td>4</td><td>5</td><td>6</td><td rowspan="15">100% of LC State graduates participate in applied &/or experiential learning via curricular <u>or</u> co-curricular experiences.</td></tr>
<tr><td colspan="3">Career Readiness Certificate Awardees</td><td>2</td><td>6</td><td>8</td></tr>
<tr><td>Intramural athletics</td><td rowspan="13">Expanded peer mentor program. In fall 2019, 22 peer mentors assisted new entering students.

Elements of co-curricular transcript & tracking software were launched with minor delay. Continued to expand functionality of software.</td><td rowspan="13">Co-curricular transcript, integrated with the Do More App, made functional.

Expanded student clubs, organizations and in-person leadership development opportunities

Career Readiness micro-credential unveiled in spring 2021 semester.</td><td rowspan="13">Career Fair Oct. '21 offered in a live format.

Attendance of students & businesses increased from prior year.

Exploring the possibility of including programming for regional high school students.

Special breakout sessions connecting regional high schools' students and employers were conducted.</td><td rowspan="13">Increase of micro credentials planned for coming year.

Expanded job fair offerings to meet healthcare needs in spring 2023 semester.

Invested in menu of outdoor recreation programming to expand experiential learning</td><td rowspan="13">Job fair offerings now include one for healthcare industries and another located at Coeur d'Alene center.

Hosted interactive sessions between students & employers and onsite visits for students in their fields of interest.

Outdoor recreation, club and intramural sports programs expanded</td><td rowspan="13">Hosted two annual Career Fairs and 24 career development sessions with direct employer engagement. Career Readiness and Student Success Center office hours extended on Tuesdays. Professional photo station created for professional headshots. The Spring Club Fest and Spring Student Leadership Conference expanded club information and leadership development opportunities.</td></tr>
<tr><td>Intercollegiate athletics</td></tr>
<tr><td>Club Sports</td></tr>
<tr><td>Leadership in clubs or organizations</td></tr>
<tr><td>Career Development</td></tr>
<tr><td>Peer mentorship</td></tr>
<tr><td>Reserve Officer Training Corps (ROTC)/Military Education</td></tr>
<tr><td>Residence life leadership</td></tr>
<tr><td>Student government</td></tr>
<tr><td>LC Work Scholars</td></tr>
<tr><td>Work study/experience including tutoring</td></tr>
<tr><td>Study abroad</td></tr>
</table>

Goal 2: Optimize Student Enrollment, Retention and Completion

Objective A: Increase the college's degree-seeking student enrollment

Performance Measure 1: Direct from high school enrollment

Definition: The FTE of undergraduate degree-seeking, entering college students (measured at fall census) who graduated from high school the previous spring term.

The benchmarks are derived from financial modeling of institutional viability and expansion. Based on this, LC State's "sweet spot" non-annualized enrollment goal is 3,000-3,300 FTE and 4,000-4,400 HC, when excluding dual credit students. How that campus-wide goal extrapolates to direct high school enrollment is articulated in the table below.

Direct from High School Enrollment	FY 20 (Fall '19)	FY 21 (Fall '20)	FY 22 (Fall '21)	FY 23 (Fall '22)	FY 24 (Fall '23)	FY 25 (Fall '24)	FY 26 (Fall '25)	FY 30 (Fall '29)
FTE	420	407	382	393	353	407	Available Fall '25 Census	Available Fall '29 Census
Benchmark	429	436	442	449	456	463	470	483
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET		

Performance Measure 2: Adult enrollment

Definition: The FTE of degree-seeking students (measured at fall census) who are above the age of 24.

The benchmarks are derived from financial modeling of institutional viability and expansion[16]. Based on this, LC State's "sweet spot" non-annualized enrollment goal is 3,000-3,300 FTE and 4,000-4,400 HC, when excluding dual credit students. How that campus-wide goal extrapolates to adult enrollment is articulated in the table below.

Adult Learner (>24) Enrollment	FY 20 (Fall '19)	FY 21 (Fall '20)	FY 22 (Fall '21)	FY 23 (Fall '22)	FY 24 (Fall '23)	FY 25 (Fall '24)	FY 26 (Fall '25)	FY 30 (Fall '29)
FTE	608	618	541	517	530	559	Available Fall '25 Census	Available Fall '29 Census
Prison Education Program				9	33	81		
Benchmark	641	651	661	671	681	691	701	721
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET		

[16] More information on LC State's financial modeling of institutional viability and expansion can be found here: https://www.lcsc.edu/budget/budget-office-resources

Performance Measure 3: Online Headcount

Definition: The headcount of degree-seeking students (measured at fall census) who are taking courses online (both entirely online and partly online schedule of courses).[17]

The benchmarks are derived from financial modeling of institutional viability and expansion[18]. Based on this, LC State's "sweet spot" non-annualized enrollment goal is 3,000-3,300 FTE and 4,000-4,400 HC, when excluding dual credit students. How that campus-wide goal extrapolates to online headcount is articulated in the table below[19].

Online Headcount	FY 20 (Fall '19)	FY 21 (Fall '20)	FY 22 (Fall '21)	FY 23 (Fall '22)	FY 24 (Fall '23)	FY 25 (Fall '24)	FY 26 (Fall '25)	FY 30 (Fall '29)
HC	1,368	1650	1596	1471	1,464	1,556[20]	Available Fall '25 Census	Available Fall '29 Census
Benchmark	1,507	1,531	1,555	1,578	1,602	1,625	1649	1,697
Achievement	NOT MET	MET	MET	NOT MET	NOT MET	NOT MET		

[17] Same definition as that used on the IPEDS Fall Enrollment Survey.

[18] More information on LC State's financial modeling of institutional viability and expansion can be found here: https://www.lcsc.edu/budget/budget-office-resources

[19] This benchmark assumes that a 10% growth in FTE would also equate a 10% growth in headcount.

[20] Figure is preliminary.

Performance Measure 4: Direct transfer enrollment

Definition: The FTE of degree-seeking, entering transfer students (measured at fall census) who attended another college the previous spring or summer terms.

The benchmarks are derived from financial modeling of institutional viability and expansion[21]. Based on this, LC State's "sweet spot" non-annualized enrollment goal is 3,000-3,300 FTE and 4,000-4,400 HC, when excluding dual credit students. How that campus-wide goal extrapolates to direct transfer enrollment is articulated in the table below.

Direct Transfer Enrollment	FY 20 (Fall '19)	FY 21 (Fall '20)	FY 22 (Fall '21)	FY 23 (Fall '22)	FY 24 (Fall '23)	FY 25 (Fall '24)	FY 26 (Fall '25)	FY 30 (Fall '29)
FTE	171	168	163	156	146	132	Available Fall '25 Census	Available Fall '29 Census
Idaho Community Colleges				63	62	41		
Co-Enrollment[22]				4.5	4	1		
Benchmark	151	174	177	179	181	184	186	191
Achievement	MET	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET		

[21] More information on LC State's financial modeling of institutional viability and expansion can be found here: https://www.lcsc.edu/budget/budget-office-resources

[22] Co-enrollment agreements exist with College of Western Idaho, College of Eastern Idaho, College of Southern Idaho, North Idaho College, and Walla Wall Community College.

Performance Measure 5: Nonresident enrollment

Definition: The FTE of degree-seeking students (measured at fall census) who are not residents of Idaho.

The benchmarks are derived from financial modeling of institutional viability and expansion[23]. Based on this, LC State's "sweet spot" non-annualized enrollment goal is 3,000-3,300 FTE and 4,000-4,400 HC, when excluding dual credit students. How that campus-wide goal extrapolates to nonresident enrollment is articulated in the table below.

Nonresident Enrollment	FY 20 (Fall '19)	FY 21 (Fall '20)	FY 22 (Fall '21)	FY 23 (Fall '22)	FY 24 (Fall '23)	FY 25 (Fall '24)	FY 26 (Fall '25)	FY 30 (Fall '29)
Asotin Co. Resident FTE[24]	149	136	129	142	141	150	Available Fall '25 Census	Available Fall '29 Census
Benchmark	152	155	157	160	162	165	167	172
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET		
Nonresident FTE	319	326	351	367	345	357	Available Fall '25 Census	Available Fall '29 Census
Benchmark:	334	339	344	350	355	340	346	376
Achievement	NOT MET	NOT MET	MET	MET	NOT MET	NOT MET		

[23] More information on LC State's financial modeling of institutional viability and expansion can be found here: https://www.lcsc.edu/budget/budget-office-resources

[24] Asotin County residents pay a unique tuition & fee rate. More information about tuition & fees as they pertain to residency status available here: https://www.lcsc.edu/student-accounts/tuition-and-fees

Performance Measure 6: Annual enrollment[25]

Definition: The total distinct head count and FTE of students enrolled within the academic year.

The benchmarks are derived from financial modeling of institutional viability and expansion[26]. Based on this, LC State's "sweet spot" non-annualized enrollment goal is 3,000-3,300 FTE and 4,000-4,400 HC at Fall Census, when excluding dual credit students. Annual benchmark figures are calculated based on the average proportion of Fall enrollment compared to annual enrollment.

Annual Enrollment	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26 (2025-26)	FY 30 (2026-27 thru 2029-30)
HC	5,291	4,835	4,636	4,661	4,674	Available Summer '25	Available Summer '26	Available Summer '30
Non-Dual Credit HC	3,822	3,369	3,116	3,118	3,113			
Benchmark						3,444	3,775	5,100
Achievement								
FTE	5,421	5,084	4,929	4,876	4,871	Available Summer '25	Available Summer '26	Available Summer '30
Non-Dual Credit FTE	4,810	4,476	4,282	4,208	4,190			
Benchmark						4,508	4,826	6,100
Achievement								

[25] State Board of Education postsecondary system wide measure.

[26] More information on LC State's financial modeling of institutional viability and expansion can be found here: https://www.lcsc.edu/budget/budget-office-resources

Objective B: Increase credential output

Performance Measure 1: Certificates and degrees

Definition: The count of degrees/certificates awarded at each degree-level.[27]

The benchmarks align with the Idaho State Board of Education's K-20 Strategic Plan[28] and LC State target of 1,050 total completions by AY 2035-36.[29]

Certificates & Degrees	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26 (2025-26)	FY 30 (2029-30)
Certificates	26	51	62	83	62	Available Summer '25	Available Summer '26	Available Summer '30
Benchmark:	21	28	23	24	25	26	27	27
Achievement	MET	MET	MET	MET	MET			
Associates	365	218	204	314	299	Available Summer '25	Available Summer '26	Available Summer '30
Benchmark:	436	442	256	262	269	275	282	295
Achievement	NOT MET	NOT MET	NOT MET	MET	MET			
Baccalaureates	505	599	580	554	541	Available Summer '25	Available Summer '26	Available Summer '30
Benchmark:	646	666	496	509	521	534	546	571
Achievement	NOT MET	NOT MET	MET	MET	MET			
Graduate Certificates			2	1	1	Available Summer '25	Available Summer '26	Available Summer '30
Benchmark:	New benchmark methodology will be established once baseline is established.							
Achievement								

[27] Consistent with IPEDS Completions Survey definitions.

[28] Goal 3, Objective C, Performance Measure II

[29] Benchmarks re-aligned in FY22 to current version of Idaho State Board of Education's K-20 Strategic Plan assuming peer comparable retention and completion rates.

Performance Measures 2: Graduates

Definition: The unduplicated count of graduates by degree-level.[30]

The benchmarks align with the Idaho State Board of Education's K-20 Strategic Plan[28] and LC State target of 1,050 total completions by AY 2035-36.[29]

Graduates	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26 (2025-26)	FY 30 (2029-30)
Certificates	25	42	54	75	57	Available Summer '25	Available Summer '26	Available Summer '30
Benchmark:	20	30	23	24	25	26	27	27
Achievement	MET	MET	MET	MET	MET			
Associates	357	206	192	282	275	Available Summer '25	Available Summer '26	Available Summer '30
Benchmark:	420	424	256	262	269	275	282	295
Achievement	NOT MET	NOT MET	NOT MET	MET	MET			
Baccalaureates	491	589	571	545	526	Available Summer '25	Available Summer '26	Available Summer '30
Benchmark:	622	628	496	509	521	534	546	571
Achievement	NOT MET	NOT MET	MET	MET	MET			
Graduate Certificates	New		2	1	1	Available Summer '25	Available Summer '26	Available Summer '30
Benchmark:	New benchmark methodology will be established once baseline is established.							
Achievement								

[30] Graduates of multiple degree-levels are counted once in each category of degree/certificate level.

Performance Measures 3: Graduation Rate - 150% normative time to degree attainment[31]

Definition: The proportion of first-time, full-time entering students who attain a degree or certificate within 150% normative time to degree[32].

The benchmarks align with the Idaho State Board of Education's K-20 Strategic Plan[28] and LC State target of 1,050 total completions by AY 2035-36.[29]

First-Time Full-Time Cohorts	Attainment w/in 150% Time	FY 20 (2014 Cohort)	FY 21 (2015 Cohort)	FY 22 (2016 Cohort)	FY 23 (2017 Cohort)	FY 24 (2018 Cohort)	FY 25 (2019 Cohort)	FY 26-30 (2020-24 Cohorts)
Entered as Bacc.-Seeking	Bacc.	31%	32%	29%	37%	32%	Available Spring 2026	
	Benchmark:	33%	34%	39%	39%	39%	39%	39%
	Achievement	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET		
All First-Time, Full-Time Students	Bacc., Assoc, & Certificates	36%	37%	35%	45%	40%	Available Spring 2026	
	Benchmark:	39%	40%	38%	38%	38%	38%	38%
	Achievement	NOT MET	NOT MET	NOT MET	MET	MET		

[31] State Board of Education postsecondary system wide measure.

[32] One hundred and fifty percent (150%) normative time to degree is six years for baccalaureate degrees, three years for associate degrees, and one and a half years for a one year certificate. Calculations used IPEDS definitions.

Performance Measure 4: Graduation Rate - 100% normative time to degree attainment

Definition: The proportion of first-time, full-time entering baccalaureate-seeking students who achieved a baccalaureate, associate, or certificate within 100% normative time to degree.

The benchmarks align with the Idaho State Board of Education's K-20 Strategic Plan[28] and LC State target of 1,050 total completions by AY 2035-36.[29]

First-Time Full-Time Cohort	Attainment w/in 100% Time	FY 20 (2016 Cohort)	FY 21 (2017 Cohort)	FY 22 (2018 Cohort)	FY 23 (2019 Cohort)	FY 24 (2020 Cohort)	FY 25 (2021 Cohort)	FY 26-30 (2022-26 Cohorts)
Entered as Bacc.-Seeking	Bacc.[33]	20%	23%	22%[34]	21%[34]	23%[34]		
	Cert. & Assoc.	3%	4%	5%	8%	9%		
Benchmark		24%	23%	23%	23%	23%	23%	23%
Achievement		NOT MET	MET	NOT MET	NOT MET	MET		

[33] Consistent with IPEDS Graduation Rates Survey definitions.

[34] Figure is preliminary: State policy has been interpreted to mean institutions are required to report data out of cadence with federal reporting.

Performances Measure 5: Retention rates

Definitions:

The retention or proportion of **first-time, full-time, baccalaureate-seeking students**[35] who start college in summer or fall terms and re-enroll by the following fall term of the subsequent academic year.

The retention of the **entire degree-seeking student body**. The proportion of the total degree-seeking headcount of the prior academic year[36] who graduated or returned to attend LC State by the following fall of the subsequent academic year.

The benchmarks align with the Idaho State Board of Education's K-20 Strategic Plan[28] and LC State target of 1,050 total completions by AY 2035-36.[29]

Retention	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26 (2025-26)	FY 30 (2029-30)
First-Time, Full-Time, Baccalaureate-Seeking, Students[37]	61%	63%	63%	64%	62%	Available Fall 2025	Available Fall 2026	Available Fall 2030
Benchmark:	63%	65%	66%	67%	68%	68%	68%	68%
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET			
All Degree-Seeking Students	76%	74%	76%	77%	78%	Available Fall 2025	Available Fall 2026	Available Fall 2030
Benchmark:	79%	81%	82%	83%	84%	84%	84%	84%
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET			

[35] State Board of Education postsecondary system wide measure.

[36] Those enrolled as degree-seeking students on census day (October 15th for fall terms and March 15th for spring terms).

[37] The students included in this cohort represent approximately 12% of the entire degree-seeking student body. The more meaningful version of retention measures whether all degree-seeking students retain from term to term as they continue throughout their degree.

Performance Measure 6: Workforce training enrollment

Definition: Duplicated headcounts of students enrolled in Workforce Training programs at LC State.

The benchmarks are established by the Director of Workforce Training, and take into account regional market demand and worker demographics.

Workforce Training Enrollments	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26-30 (2025-26 thru 2029-30)
Duplicated Headcount	2,893	2,513	2,737	2,199	2,633		
Benchmark:	3,650	3,700	3,750	3,800	3,800	3,800	3,800
Achievement	NOT MET	NOT MET	NOT MET	NOT MET	NOT MET		

Performance Measure 7: Workforce training completion

Definition: Completions of LC State's Workforce Training courses[38].

The benchmarks are a proportion of the enrollments each fiscal year (FY) and set to maintain the high proportion of completions observed historically.

Workforce Training Completions	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26-30 (2025-26 thru 2029-30)
Duplicated Completions	2,756 (95%)	2,362 (94%)	2,596 (95%)	1,908 (87%)	2,498 (95%)		
Benchmark: Maintain	94%	94%	94%	94%	94%	94%	94%
Achievement	MET	MET	MET	NOT MET	MET		

[38] Completions measured by course because most Workforce Training offerings are designed as singular courses.

Goal 3: Foster and Support Campus Community Culture

Objective A: Connecting College to Community

Performance Measure 1: Number of participants in community enrichment activities

Definition: Duplicated headcount of attendees at events arts and cultural programming offered through LC State's Center for Arts & History.

Benchmark: Steady increase in community participation.

Community Participation	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26-30 (2025-26 thru 2029-30)
Duplicated Headcount	Plan: inventory programs to include following year. Tracking to be implemented with programming.	Impacted by pandemic protocols and personnel reductions. Tracking to be implemented when programming is recommenced.	4,239	2,929[39]	2,543[40]	2,036[41]	Benchmark established once baseline is better understood

[39] Reported figure reflects July 2022 through March 2023 participation.

[40] Reported figure reflects July 2023 through February 2024 participation.

[41] Reported figure reflects July 2024 through December 2024 participation.

Goal 4: Increase and Leverage Institutional Resources to Support College's Mission

Objective A: Supporting Access through Affordability

Performance Measure 1: Average Net Price[42]

Definition: Average net price for full-time, first-time degree-seeking undergraduates paying the in-state or in-district tuition rate who were awarded grant or scholarship aid from federal, state or local governments, or the institution.[43]

Benchmarks: More affordable than the average net price of all State Board approved peer institutions.[44]

Net Price	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26-30 (2025-26 thru 2029-30)
$	$10,957	$13,267	$11,476	$12,508	$15,917	Available Feb. '26	Available Feb. '31
Benchmark	$12,466	$12,203	$12,986	$14,569	Available Fall '25	Available Fall '26	Available Fall '31
Achievement	MET	NOT MET	MET	MET			

[42] State Board of Education postsecondary system wide measure

[43] Consistent with IPEDS Cost Survey definition.

[44] LC State's comparison to the average net price of State Board approved peers can be viewed at Net Price Report - Institutional Research & Effectiveness | Lewis-Clark State

Objective B: Grow Foundation Support and Grant Funding

Performance Measure 1: New, ongoing revenue streams

Definition: New, revenue-generating initiatives.

Benchmarks: Implement new, annual giving initiatives (general and employee campaigns).

Foundation Support		FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26-30 (2025-26 thru 2029-30)
LC State Foundation	Employee Giving Campaign[45]	41%	35%	34%	36%	36%	37%	45%
	Annual Day of Giving	Piloted	Took place May 2021	Did not occur/ staffing changes	$66,965[46]	$137,187	$490,625	College-wide Giving Day
	Foundation Fee	Implemented Jan. 1st, 2020		$9,389	$48,659[47]	$54,909	$6,317[48]	Goal: $11,000

[45] One-year lag from measurement to reporting, therefore FY23 depicts results for FY22.

[46] Athletics only.

[47] $40,000 from one large donation.

[48] July 1, 2024 – December 20, 2024

Performance Measure 2: Federal, state, local and private grant funding

Definition: Grant funding dollars.

Benchmark: $100,000 growth annually, which is approximately 2% of the historical (four year) average.

Grants & Contract Funding	FY 20 (2019-20)	FY 21 (2020-21)	FY 22 (2021-22)	FY 23 (2022-23)	FY 24 (2023-24)	FY 25 (2024-25)	FY 26-30 (2025-26 thru 2029-30)
Federal	$1,600,805	$ 841,935	$ 860,174	$1,062,446	$1,168,828	Available after July 1, 2025.	Institutional Financial Diversification
State & Local[49]	$3,218,872	$ 3,175,967	$ 3,362,640	$2,534,985	$3,098,724		
Private	$298,885	$ 185,950	$ 29,447	$23,745	$20,558		
Gifts[50]	$2,361,794	$ 2,886,613	$ 3,483,723	$1,298,932	$2,701,169		
Total	$7,480,356	$7,090,465	$ 7,735,984	$4,920,108	$6,989,279		
Benchmark: +$100,000 annually[51]	$5,335,809	$5,435,809	$ 5,535,809	$ 5,635,809	$ 5,735,809		
Achievement	MET	MET	MET	NOT MET	MET		

[49] This item includes state scholarships awarded to the student, for the Opportunity Scholarship, and therefore may be resistant to change from institutional effort.

[50] Including grants that do not have restrictions or reporting requirements.

[51] Benchmark reflects $100,000 above the baseline, which is the historical four-year average of total grant funds ($5,135,809).

Key External and Internal Factors

LC State is the most affordable of the Idaho public, 4-year institutions of higher education who collectively have the 10th lowest average cost of attendance in the U.S.[52] In this context, LC State produces career ready graduates through high quality instruction. All LC State programs of study offer graduates opportunities for applied &/or experiential learning. LC State continues to produce graduates from professional programs, like registered nursing, social work and electrical apprenticeships, who pass their professional certification examinations at consistently higher rates than national and/or state averages. LC State produces enough graduates to support its share of statewide graduate production as previously outlined in the Idaho State Board of Education's K-20 Strategic Plan. By examining LC State's graduation rates and credential output, students appear to be opting for short term credentialing (associates degrees and certificates) when they had initially sought to pursue a bachelor's degree.

The following assumptions about external and internal factors will continue to impact the institution.

Lewis-Clark State College…

1. Will continue to be a modestly selective admission institution with a greater than 95% acceptance rate, serving a substantial number of first-generation students, admitting students with various degrees of college preparation.
2. Will serve both residential and non-residential students, including those who commute, take online courses, are place-bound (e.g., incarcerated), and are working adults.
3. Is maintaining its enrollment goal to serve 3,000-3,300 FTE, which while challenging in a post-pandemic world, punctuated by declining local, regional and national high school graduating classes, is an aspirational target to which the institution remains committed.
4. Will continue to forge strategic partnerships with other institutions, agencies, businesses, and organizations and the community at large for mutual benefit particularly as it relates to LC State's graduate credentialling.
5. Will continue to promote its brand and share its successes with multiple audiences, including prospective students.
6. Relies on ongoing efforts to maximize operational efficiencies (e.g., program prioritization and internal resource reallocation); and increasing and leveraging grants, private fundraising to complement tuition revenue.
7. Will continue to assess its programs and services (program performance – program prioritization) to determine their efficacy and viability.
8. The updated Campus Master plan was approved by the SBOE can be found at: Microsoft Word - FY2021 Campus Master Plan - External - FINAL (lcsc.edu).
9. Will continue to advocate for increased per-capita investment in LC State via state funding in support of LC State's mission, strategic goals, position and role in Idaho's education ecosystem as a small school experience.

[52] Source: *Education Data Initiative*: https://educationdata.org/average-cost-of-college-by-state

Evaluation Process

LC State's Strategic Plan was originally developed for the 2013-2018 timeframe. In light of the college's updated mission, the waning utility of the college's old strategic plan, and a successful NWCCU accreditation evaluation, institutional goals and objectives were rewritten. A representative committee developed new strategies and objectives to guide the work of the college. The new goals and objectives were proposed in the 2018-2022 strategic plan, submitted for Board review during the March 2018 meeting and adopted during the June 2018 meeting. The Strategic Plan document has been modified and streamlined annually to reflect our post-pandemic realities with goals operationalized through relevant performance measures. System-wide performance measures are comingled among institutional performance measures to undergird LC State's commitment to "systemness". Institutional performance will undergo annual Cabinet review. Changes will be made in alignment with objective performance review and subjective evaluation of the involved campus stakeholders. LC State will engage a campuswide strategic plan update initiative beginning spring 2026, pending legislative statute change in LC State's name from "Lewis-Clark State **College**" to "Lewis-Clark State **University**".

Red Tape Reduction Act

Administrative Rules are promulgated through the State Board of Education and this information is contained in the State Board of Education's K-20 Strategic Plan.

Appendix 1: Crosswalk of State Board of Education Goals with Institutional Goals & Objectives

	State Board of Education Goals	
Institutional Goals & Objectives	***Goal 2: Educational Access***	***Goal 3: Educational Attainment***
Goal 1: Strengthen & Optimize Instructional and Co-curricular Programming		
Objective A: Optimize course and program delivery options	✓	✓
Objective B: Ensure high quality program outcomes		✓
Objective C: Optimize curricular & co-curricular programming through *Connecting Learning to Life* initiative	✓	✓
Goal 2: Optimize Student Enrollment, Retention and Completion		
Objective A: Increase the college's degree-seeking student enrollment	✓	✓
Objective B: Increase credential output		✓
Goal 3: Foster and Support Campus Community Culture		
Objective A: Connecting College to Community	✓	✓
Goal 4: Increase and Leverage Institutional Resources to Support College's Mission		
Objective A: Supporting Access through Affordability	✓	✓
Objective B: Grow Foundation Support and Grant Funding		✓

Table 1: The Idaho State Board of Education (SBOE) has three goals in its strategic plan, two of which are presented here in alignment with LC State's strategic plan goals and objectives. The goal missing in the above table from the SBOE plan is composed of measures entirely relating to K-12 education.

College of Eastern Idaho

Strategic Plan 2026-2030

June 1, 2025

College of Eastern Idaho

FY 2026-2030

Strategic Plan

MISSION STATEMENT

To provide open access to affordable, quality education that meets the needs of students, regional employers, and community.

VISION STATEMENT

Our vision is to be a superior community college. We value a dynamic environment as a foundation for building our college into a nationally recognized community college role model. We are committed to educating all students through progressive and proven educational philosophies. We will continue to provide high quality education and state-of-the-art facilities and equipment for our students. We seek to achieve a comprehensive curriculum that prepares our students for entering the workforce, articulation to advance their degree, and full participation in society. We acknowledge the nature of change, the need for growth, and the potential of all challenges.

STATEWIDE PERFORMANCE MEASURES ESTABLISHED BY THE IDAHO STATE BOARD OF EDUCATION:

1. Student Access: Measured by student enrollment as reported in the PSR-1 Annual report

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Annual Enrollment Headcount	2,627	3,225	3,468	3,689	3,873	4,242
Annual FTE	1,097	1,212	1,258	1,376	1,445	1,582

2. Student Retention: Measured by the percentage of degree-seeking, first-time, full-time fall-enrolled students that are retained in the following fall as reported in the IPEDS Fall Enrollment Report.

					Benchmark	
from IPEDS report	Fall 2020-Fall 2021	Fall 2021-Fall 2022	Fall 2022-Fall 2023	Fall 2023-Fall 2024	2026	2030
First-time, Full-time Fall to Fall Retention	47%	50%	64%	60%	64%	71%

3. Student Success: Measured by the percentage of degree-seeking, first-time, full-time freshmen graduating within 150% of time as reported in the IPEDS Graduation Rates Report.

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
First-time, full-time 150% of time graduation rate	46%	47%	35%	37%	42%	47%

4. Affordability Measure: Ensure that CEI students pay an affordable tuition rate by ensuring CEI tuition remains less than the WICHE average (Source: WICHE weighted state average undergraduate tuition and fees for a public two-year institution, excluding California)

					Benchmark	
	FY 2021	FY 2022	FY 2023	Fall 2024	2026	2030
CEI tuition & fees	$3,870	$4,200	$4,200	$4,200	---	---
WICHE	$4,078	$4,217	$4,326	$4,489	---	---
CEI as % of WICHE	95%	99.5%	97%	93.5%	<100%	<100%

CRITICAL INSTITUTIONAL PERFORMANCE MEASURES FOR THE IDAHO STATE BOARD OF EDUCATION

5. Pre-College Readiness Increase: The number of pre-college-readiness students who achieved at least one educational functioning level improvement (Source: Internal reporting)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Gained educational level	71	98	117	132	138	145

6. Employees Trained: The number of students enrolled in workforce training (Source: Internal Reporting)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Workforce Training Headcount, duplicated	14,582	17,494	20,068	14,460	15,183	16,701

7. Go-On Rate: The go-on rate, as evidenced by the percentage of entering CEI students who enroll in CEI programs during the first year after high school graduation: (Source: Internal Reporting)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Percentage of Annual Enrollment who entered CEI within 1 year of High School	31.3%	35.0%	43.9%	35.2%	38%	43%

8. Reaching Idaho's Students: The percentage of degree-seeking students taking at least one course with a distance education component to ensure CEI is serving place bound, employed, and other students with diverse learning needs. (Source: IPEDS 12-month enrollment)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Percentage of Students taking a Distance Ed course	71%	73%	74%	81%	83%	86%

9. Consistent Course Quality: The pass rate gap difference between distance and face-to-face courses to ensure all students receive a consistently high-quality learning experience regardless of modality (Source: Internal Reporting)

					Benchmark	
	FY 2021	FY 2022	FY 2023	Fall 2024	2026	2030
Difference	6%	5%	5%	7%	4%	3%

10. Positive Placement in Careers: Increase career technical education graduates placed into their desired careers. (Source: Placement Rates)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Positive Placement of Career Technical Education Completers	96%	99%	97%	98%	100%	100%

GOAL 1: INCREASE EDUCATIONAL READINESS, ENSURING THAT CEI PROVIDES A RIGOROUS, UNIFORM, AND THOROUGH EDUCATION TO EMPOWER ITS STUDENTS TO BE LIFELONG LEARNERS WHO ARE PREPARED FOR OUR REGION'S WORKFORCE OPPORTUNITIES.

Objective A: Increase the number of participants in workforce training. (Source: Internal Reporting)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Workforce Training Headcount, duplicated	14,582	17,494	20,068	14,460	15,183	16,701

Objective B: Increase the number of students prepared to enter collegiate training or workforce. (Source: Internal reporting.)

I. Increase the number of students enrolled in the GED program who are Idaho residents (not including ESL)
II. Increase the number of students who complete their GED
III. Increase the number of students who achieve at least one educational functioning level improvement (Source: Internal reporting)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Enrolled	246	214	227	212	222	244
Completed	37	42	20	40	42	44
Gained educational level	71	98	117	132	138	145

Objective C: Increase the number of applicants/students receiving Center for New Direction services (CND) (Source: Internal Reporting)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
CND Clients Served	318	264	266	286	300	314

Objective D: Close the pass rate gap between distance and face-to-face courses to ensure all students receive a consistently high-quality learning experience regardless of modality

					Benchmark	
	FY 2021	FY 2022	FY 2023	Fall 2024	2026	2030
Course Pass Rate: F2F	89%	88%	90%	90%	92%	94%
Course Pass Rate: Distance	83%	83%	85%	83%	88%	92%
Difference	6%	5%	5%	7%	4%	3%

GOAL #2: INCREASE EDUCATIONAL ACCESS TO AN AFFORDABLE, QUALITY EDUCATION
College of Eastern Idaho ensures that it increases access to quality, affordable education for all Idahoans, regardless of socioeconomic status, age, or geographic location.

Objective A: Increase the annual number of students who have a state-funded or foundation-funded scholarship or grant to ensure that aspiring professionals of all economic means can access stellar education. (Source: Internal Reporting)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
State Funded	81	86	96	98	250	106
Foundation Funded	194	211	260	248	273	286

Objective B: Increase the numbers and percentage of degree/certificate seeking students who received a Pell grant, which shows that CEI its commitment to providing accessible education for those with substantial financial challenges. (Source: Student Financial Aid IPEDS)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Number of students awarded a Pell grant	664	640	625	898	942	987
Percentage of all degree/certificate seeking students awarded federal Pell grants	37%	30%	47%	49%	51%	54%

Objective C: Increase the go-on rate, as evidenced by the percentage of entering CEI students who enroll in CEI programs during the first year after high school graduation: (Source: Internal Reporting)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Percentage of Annual Enrollment who entered CEI within 1 year of High School	31.3%	35.0%	43.9%	35.2%	38%	43%

Objective D: Increase the percentage of degree-seeking students taking at least one course with a distance education component to ensure CEI is serving place bound, employed, and other students with diverse learning needs. (Source: IPEDS 12-month enrollment)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Percentage of Students taking a Distance Ed course	71%	73%	74%	81%	83%	86%

Objective E: Increase the percentage of males in annual credit-seeking enrollment to increase equitable access to the state's educational and vocational resources. (Source: IPEDS 12-month enrollment).

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Percentage of males in annual enrollment	33.1%	39.5%	40.9%	39.5%	43%	45%

Objective F: Increase credit-seeking student enrollment (Source: PSR-1 Annual report)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Annual Enrollment Headcount	2,627	3,225	3,468	3,689	3,873	4,647
Total percentage of change from previous fiscal year	+9.4%	+22.7%	+7.4%	+6.4%	+5%	+15%

Objective G: Ensure that CEI students pay an affordable tuition rate by ensuring CEI tuition remains less than the WICHE average (Source: WICHE weighted state average undergraduate tuition and fees for a public two-year institution, excluding California)

					Benchmark	
	FY 2021	FY 2022	FY 2023	Fall 2024	2026	2030
CEI tuition & fees	$3,870	$4,200	$4,200	$4,200	---	---
WICHE	$4,078	$4,217	$4,326	$4,489	---	---
CEI as % of WICHE	95%	99.5%	97%	93.5%	<100%	<100%

GOAL 3: INCREASE STUDENT ATTAINMENT

College of Eastern Idaho fuels a strong workforce pipeline evidenced through a greater number of students completing certificates and/or degrees, including workforce credentials.

Objective A: Increase the total number of certificates/degrees produced, disaggregated (Source: PMR-State Measure #120)

I. Certificates of less than one year
II. Certificates of at least one academic year
III. Associate degrees

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Certificates <1 year	9	3	1	5	10	20
Certificates >1 year	110	103	116	153	161	168
Associate Degrees	229	276	278	319	335	351

Objective B: Increase the number of unduplicated graduates/completers (Source: PMR-State Measure #170)

I. Certificates of less than one year
II. Certificates of at least one academic year
III. Bachelor and Associate degrees
IV. Total Completers

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Completers of Certificates<1 year	9	3	1	5	10	20
Completers of Certificates>1 year	110	102	115	148	155	162
Completers of Degrees	222	263	263	304	320	335
All completers	330	363	368	440	462	484

Objective C: Increase the number of first-time, part-time, fall-enrolled students that are retained or graduate in the following fall. (Source: IPEDS Fall Enrollment Report)

					Benchmark	
	Fall 2020-Fall 2021	Fall 2021-Fall 2022	Fall 2022-Fall 2023	Fall 2023-Fall 2024	2026	2030
First-time, Part-time Fall to Fall Retention	39%	42%	45%	46%	48%	51%

Objective D: Increase the first-time, full-time, fall-enrolled students that are retained or graduate in the following fall (Source: IPEDS Fall Enrollment Report)

					Benchmark	
from IPEDS report	Fall 2020-Fall 2021	Fall 2021-Fall 2022	Fall 2022-Fall 2023	Fall 2023-Fall 2024	2026	2030
First-time, Full-time Fall to Fall Retention	47%	50%	64%	60%	64%	71%

Objective E: Increase percent of first-time, full-time, freshmen graduating within 150% of time (Source: IPEDS Graduation Rates)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
First-time, full-time 150% of time graduation rate	46%	47%	35%	37%	42%	47%

Objective F: Increase career technical education graduates placed into their desired careers. (Source: Placement Rates)

					Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	2026	2030
Positive Placement of Career Technical Education Completers	96%	99%	97%	98%	100%	100%

Key External Factors

1. Increased need for a more flexibly educated workforce

CEI has the largest workforce program in the state and a fifty-year history of providing employer-driven, market-responsive education. Institutional sustainability demands that workforce and credit-bearing programs purposefully collaborate. Credit-bearing students need more short-term credentials to prove their performance on key industry requirements, and workforce students need clear pathways and stackable credentials that re-invite them back as lifelong learners. We are purposefully developing bridges across the silos in program review, data collection, educational pathways, and others. We are also developing cross marketing on and off campus, so all stakeholders know the full range of our educational resources.

2. Inflation and population growth pressure

Inflation, supply chain complications, and job market pressure require extraordinary care to ensure that our resources are best allocated to achieve mission fulfillment. CEI is a human-centric organization. Employees are our greatest resource and investing in their success will ensure effective recruiting and retention. We will continue to identify ways to minimize expenses, develop public-private partnerships, and develop alternate revenue sources to ensure that we can always move the mission forward.

3. Greater need for nimble educational programming

CEI is committed to increasing stakeholder guidance, both on- and off-campus. We know that those closest to the problems will have the most specific answers, and our administration needs open, supported pathways to get unfiltered feedback. To strengthen on-campus channels, administration clarified reporting pathways, and it seeks bilateral communication through the Senates, committees, and campus-wide strategic conversations. We established faculty-inclusive/led committees that will deepen our academic freedom, academic integrity, professional development programs, prior learning assessment, and others. Overseen by the Academic Standards Committee, these committees will be working through an organized, shared process that identifies key research, develops published processes, evaluates their efficacy, and shares results throughout our community. Off campus, our administrators have set a goal to strengthen our K-12, advisory boards & community outreach. We use our Futuring Summits and other venues to discuss those expansions, share insights, and use that knowledge to create pragmatic, measurable priorities.

4. Careful conservation and growth of stakeholder investment

Our administration has used a futuring process since CEI's inception. Futuring is an evolutionary process that combines regular conversations and collaborative research to assess our strategic position. We identify current and emerging patterns, trends, and expectations to define our future direction, and we determine the most effective measures to evaluate each developmental stage. Futuring allows us to continually realign our mission, planning, and intended outcomes of our programs and services to meet market needs and stakeholder expectations. We review our achievement indicators, which prompt new research questions. Each investigation clarifies short-term goals that lead us to our desired future.

Each year, administration invites a broad range of content experts to a futuring summit to study economic trends, industry trends, and stakeholder expectations. We are developing a research-

based, data-driven development process that develops those identified trends into actionable tasks. This will allow us to best leverage our limited material and human resources, while minimizing risk.

5. Greater proof of higher education's value to its stakeholders

We have clear, published course-level and program-level outcomes. We are consciously developing the program-level outcomes to create a comprehensive, connected, and cohesive curriculum that is aligned with market needs. As a new institution, we are only just building enough student populations to expand our range of consistent credit-bearing programs. Even the definition of a program is receiving careful evaluation. Our faculty are researching widely to ensure that we build enough pathways that students can transfer easily into their program of choice. That is being balanced against the need for broadly available course offerings that can be completed on a clear track, on time, and with guidance on price-to-earnings implications.

SBOE GOAL 1: EDUCATIONAL READINESS		
CEI GOAL 1: INCREASE EDUCATIONAL READINESS		
Objective A: Increase number of workforce training participants Measure: WTCE Headcount	Objective B: Increase number of students prepared to enter collegiate or workforce training Measure: College & Career Readiness Measures	Objective C: Increase number of at-risk students receiving specialized assistance Measure: Population of Center for New Directions
Objective D: Close pass rate gap between F2F and distance ed courses Measure: Course pass rates		
SBOE GOAL 2: EDUCATIONAL ACCESS		
CEI GOAL 2: INCREASE EDUCATIONAL ACCESS		
Objective A: Increase annual number of students who have a scholarship. Metric: State & Foundation scholarships	Objective B: Increase numbers of Pell grant recipients Metric: Number and student body percentage of recipients	Objective C: Increase the go-on rate Metric: Annual enrollment of CEI students within 1 year of high school graduation
Objective D: Increase distance education enrollees. Metric: Percentage taking a course with distance components	Objective E: Increase percentage of males Metric: Percentage of males in annual enrollment	Objective F: Increase credit-seeking enrollment Metric: Unduplicated annual enrollment count
Objective G: Keep tuition affordable Metric: Comparison to WICHE average		
SBOE GOAL 3: EDUCATIONAL ATTAINMENT		
CEI GOAL 3: INCREASE EDUCATIONAL ATTAINMENT		
Object A: Increase the number of credentials attained Measure: Count of degrees and credentials	Objective B: Increase number of CEI completers Metric: Unduplicated count of completers at all certificate & degree levels	Objective C: Increase the fall-to-fall part-time retention rate Metric: First-time, part-time fall-to-fall retention rate

Objective D: Increase full-time retention Metric: First-time, full-time retention rate	Objective E: Increase full-time graduation rate Metric: First-time, full-time graduation rate	Objective F: CTE students place into chosen careers. Metric: Placement rate

Contact For More Information

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COLLEGE OF SOUTHERN IDAHO
2025-2029 (FY2026-FY2030)
STRATEGIC PLAN

OUR MISSION

To provide quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities we serve.

OUR VISION

To improve the quality of life of those impacted by our services.

OUR VALUES

- **Community:** The College of Southern Idaho, the Magic Valley's community college, commits to effectively serving the educational, intellectual, cultural, and economic needs of the communities we serve.

- **Equal Opportunity:** The College of Southern Idaho recognizes and embraces the belief that all individuals should be provided with an equal opportunity to pursue instruction and training. The College is a place of fairness, civility, and collegiality, and celebrates the benefits of learning and growth that come from a commitment to equal opportunity for all.

- **Innovation:** The College of Southern Idaho exemplifies a spirit of innovation that positions the College as an educational and community leader throughout our service area.

- **Quality:** The College of Southern Idaho ensures that offerings meet or exceed the level of quality demanded by stakeholders, and honor the substantial investment that users make in the College.

Statewide Performance Measures Established by the Idaho State Board of Education

These metrics are required by the Idaho State Board of Education and have been highlighted here. These metrics are also included in the body of the plan.

- Student Access
  - Measured by student enrollment as reported on the PSR-1 Annual Report.

	Current Data				Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2026	FY 2030
Annual Enrollment Headcount	12,994	14,386	15,178	16,623	TBD	TBD
Annual Enrollment FTE	4,105	4,448	4,600	4,900	TBD	TBD

- Student Retention
  - Measured by the percentage of degree seeking first-time, full-time fall-enrolled students that are retained in the following fall on the IPEDS Fall Enrollment Report.

	Current Data				Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2026	FY 2030
First time, full-time fall to fall retention	66%	60%	64%	64%	66%	75%

- Student Success
  - Measured by the percentage of degree seeking first-time, full-time freshmen graduating within 150% of time on the IPEDS Graduation Report.

	Current Data				Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2026	FY 2030
First-time, full-time 150% graduation rate	36%	44%	43%	40%	45%	50%

- Student Affordability
  - In-state, in-district tuition

	Current Data				Benchmark	
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2026	FY 2030
In-state, in-district tuition	$140 per credit	$140 per credit	$140 per credit	$147 per credit	NA	NA

Critical Institutional Performance Measures for the Idaho State Board of Education

These metrics are being highlighted here at the request of the Idaho State Board of Education. They are also included in the body of the plan.

- Increase the percentage of degree seeking students taking a remedial math course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment (Source: CSI)

	Current Data				Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2026	FY 2030
Student success in college-level math	48% (484/1,012)	51% (384/759)	44% (231/525)	42% (139/332)	48%	50%

- Increase the percentage of degree seeking students taking a remedial English course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment (Source: CSI)

	Current Data				Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2026	FY 2030
Student success in college-level English	71% (151/214)	69% (115/168)	71% (72/101)	67% (54/80)	70%	70%

- Increase the percentage of first-time degree seeking students completing a gateway math course within two years of enrollment (Source: CSI)

	Current Data				Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2026	FY 2030
Student completion of college-level math	50% (517/1030)	50% (597/1183)	52% (641/1225)	48% (619/1285)	53%	58%

- Increase the percentage of first-time, full-time degree/certificate seeking students who graduate within 100% of time (Source: IPEDS)

	Current Data				Benchmark	
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2026	FY 2030
First-time, full-time 150% graduation rate	31%	31%	34%	35%	NA	30%**

- Increase the percentage of students completing 30 or more credits per academic year (Source: CSI)

	Current Data				Benchmark	
	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY 2026	FY 2030
Students completing 30 or more credits per year	13%	13%	13%	14%	15%	20%

OUR STRATEGIC PLAN

Guided by the values of community, equal opportunity, innovation, and quality, the College of Southern Idaho pursues the following Strategic Goals, as established by the College of Southern Idaho Board of Trustees, and the President of the College of Southern Idaho.

STRATEGIC GOAL 1: STUDENT ACCESS

Strategy #1: The College of Southern Idaho will provide quality and innovative educational programs that align with student needs, workforce demands, and employment opportunities.

Objective 1.1: Collaborate with K-12 partners to increase participation in higher education.

Performance Measures:

1.1.1 Grow dual credit enrollment at a rate that matches or exceeds the growth of Region IV school districts (Source: State Board of Education Dual Credit Report)

	FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY 2026	**FY 2030**
Headcount	**7,472**	**8,866**	**9,682**	**11,066**	**11,066**	**TBD#**
Credits	**42,793**	**51,897**	**57,488**	**69,614**	**69,614**	**TBD#**

Benchmark: Maintain current enrollment levels, despite slight contraction of Region IV K-12 enrollment [1] (by 2026)

1.1.2 Increase the Region IV high school immediate and three-year "college-going" rates (Source: State Board of Education and CSI)

	FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY 2026	**FY 2030**
Fall Immediate	**43%**	**45%**	**42%**	**41%**	**45%**	**60%***
Within 3 Years	**64%**	**64%**	**57%**	**55%**	**65%**	**80%***
Subset of "Fall Immediate" attending CSI	**59%**	**54%**	**51%**	**48%**	**60%**	**70%**

Benchmark: 45% immediate, 65% within 3 years, and 60% attending CSI [2] (by 2026)

Objective 1.2: Collaborate with local employers to provide education and training opportunities that meet community workforce needs.

Performance Measures:

1.2.1 Increase Workforce Development enrollment (Source: Workforce Development and Training Report)

	FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY 2026	**FY 2030**
Total Enrollments	**7,992**	**6,459**	**7,190**	**7,414**	**8,320**	**9,090**

Benchmark: 8,320 (by 2026) [3]

Objective 1.3: Increase participation in higher education by offering programs and services that meet the educational needs of the communities we serve.

Performance Measures:

1.3.1 Increase CSI unduplicated headcount of non-dual credit students (Source: PSR 1 Fall Snapshot Report) (Statewide Performance Measure)

FY22 (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**FY25** (2024-2025)	**Benchmark**	
				FY 2026	**FY 2030**
3,883	3,905	3,958	4,260	4,400	4,750

Benchmark: 4,400 [4] (by 2026)

1.3.2 Increase CSI full time equivalency (FTE) enrollment for all credit-bearing students (Source: PSR 1 Fall Snapshot Report)

FY22 (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**FY25** (2024-2025)	**Benchmark**	
				FY 2026	**FY 2030**
3,590	3,702	3,963	4,480	4,600	4,900

Benchmark: 4,600 [5] (by 2026)

1.3.3 Increase CSI annual enrollment for all credit-bearing students (Source: PSR 1 Annual Enrollment Report) *(Statewide Performance Measure)*

	FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY 2026	**FY 2030**
Headcount	12,994	14,386	15,178	16,623	TBD	TBD
FTE	4,105	4,448	4,600	4,900	TBD	TBD

Benchmark: NA (New measure; benchmarks yet to be set by CSI)

1.3.4 Maintain access for students by offering affordable tuition rates (Source: CSI) *(Statewide Performance Measure)*

FY23 (2022-2023)	**FY24** (2023-2024)	**FY25** (2024-2025)	**FY26** (2025-2026)	**Benchmark**	
				FY 2026	**FY 2030**
$140 per credit	$140 per credit	$140 per credit	$147 per credit	NA	NA

Benchmark: NA (New measure; benchmarks yet to be set by CSI)

STRATEGIC GOAL 2: STUDENT RETENTION

Strategy #2: The College of Southern Idaho will provide high-impact learning and student support systems that provide a sense of belonging for our diverse student population and that enhance persistence and retention.

Objective 2.1: Establish robust systems and processes that support student retention.

Performance Measures:

2.1.1 Increase the percentage of new first-time, full-time, degree seeking students retained or graduated the following year (excluding death or permanent disability, military, foreign aid service, and mission) (Source: IPEDS) *(Statewide Performance Measure)*

	FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY 2026	**FY 2030**
CSI	66%	60%	64%	64%	66%	75%**
Peer Institutions	53%	53%	58%	58%		

Benchmark: 66% [6] (by 2026); 75% [6] (by 2030)

Objective 2.2: Offer instructional programs and support systems that help underprepared students move into college-level coursework rapidly and successfully.

Performance Measures:

2.2.1 Increase the percentage of degree seeking students taking a remedial math course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment (Source: CSI)

FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
				FY 2026	**FY 2030**
48% (484/1,012)	51% (384/759)	44% (231/525)	42% (139/332)	48%	50%

Benchmark: 48% [7] (by 2026); 50% [7] (by 2030)

2.2.2 Increase the percentage of degree seeking students taking a remedial English course who complete a subsequent credit bearing course with a C or higher within one year of remedial enrollment (Source: CSI)

FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
				FY 2026	**FY 2030**
71% (151/214)	69% (115/168)	71% (72/101)	67% (54/80)	70%	70%

Benchmark: 70% [7] (by 2026/2030)

2.2.3 Increase the percentage of first-time degree seeking students completing a gateway math course within two years of enrollment (Source: CSI)

FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
				FY 2026	**FY 2030**
50% (517/1030)	50% (597/1183)	52% (641/1225)	48% (619/1285)	53%	58%

Benchmark: 55% [7] (by 2026); 60% [7] (by 2030)

STRATEGIC GOAL 3: STUDENT SUCCESS

Strategy #3: The College of Southern Idaho will provide instructional and student support services that allow students to successfully and efficiently complete their educational goals.

Objective 3.1: Increase the rate of college completion by removing barriers, providing targeted support measures, and creating multiple pathways to completion.

Performance Measures:

3.1.1 Match or exceed our peer institutions in the percentage of first-time, full-time degree/certificate seeking students who graduate within 150% of time (Source: IPEDS) ***Statewide Performance Measure (Statewide Performance Measure)***

	FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
					FY 2026	**FY 2030**
CSI	36%	44%	43%	40%	45%	50%**
Peer Institutions	34%	34%	35%	37%		

Benchmark: 45% [8] (by 2026); 50% [8] (by 2030)

3.1.2 Increase the percentage of first-time, full-time degree/certificate seeking students who graduate within 100% of time (Source: IPEDS)

FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
				FY 2026	**FY 2030**
31%	31%	34%	35%	NA	30%**

Benchmark: NA [8]

3.1.3 Increase the number of associate degrees and certificates of one year or more produced annually (Source: IPEDS Completions)

FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
				FY 2026	**FY 2030**
1,094	1,143	1,132	1,239	1,262	1,342

Benchmark: 195 Certificates/1067 Degrees [9] (by 2026) (SBOE)

3.1.4 Increase the number of unduplicated graduates with associate degrees and/or certificates of one year or more produced annually (Source: IPEDS Completions)

FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
				FY 2026	**FY 2030**
979	1,027	1,079	1,149	NA	NA

Benchmark: NA [9]

3.1.5 Increase the percentage of students completing 30 or more credits per academic year (Source: CSI)

FY21 (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Benchmark**	
				FY 2026	**FY 2030**
13%	13%	13%	14%	15%	20%

Benchmark: 15% [10] (by 2026)

3.1.6 Reduce the median credits earned at graduation (Source: CSI)

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
				FY 2026	FY 2030
72	69	68	69	69	69

Benchmark: 69 [11] (by 2026)

Objective 3.2: Ensure that instructional and student support services provide equal opportunity for all.

Performance Measures:

3.2.1 Increase the retention and graduation rates of entering students with high school GPAs of 3.0 or lower (Source: College of Southern Idaho)

Metric	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
					FY 2026	FY 2030
Fall-to-Fall Retention	58%	46%	54%	***	60%	75%**
150% of Time Graduation	19%	22%	25%	***	28%	50%**

Benchmark: Eliminate Gap by 2029 [12]

Objective 3.3: Provide a quality education that prepares graduates for post-graduation success.

Performance Measures:

3.3.1 Placement of Career Technical Education Completers (Source: Idaho CTE Follow-Up Report)

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
				FY 2026	FY 2030
98%	99%	93%	96%	97%	97%

Benchmark: Maintain placement at or above the average for the previous four years (97%) [13] (by 2026)

3.3.2 Transfer rates of non-CTE CSI graduates within 3 years of CSI graduation (Source: CSI)

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Benchmark	
				FY 2026	FY 2030
66% (2017-2018 Graduates)	67% (2018-2019 Graduates)	58% (2020-2021 Graduates)	58% (2021-2022 Graduates)	65%	65%

Benchmark: 65% [14] (by 2026)

[#] FY 2030 benchmarks have not yet been set by the college for these metrics and/or cannot be set due to the benchmark being reliant on data from previous years.

**** This benchmark has been established by the Idaho State Board of Education.**

*****Data is currently unavailable due to software conversion.**

KEY EXTERNAL FACTORS:

There are numerous external factors that could impact the execution of the College of Southern Idaho's Strategic Plan. These include, but are not limited to:

- Changes in the unemployment rate which have been shown to significantly impact enrollment.
- Changes in local, state, and/or federal funding levels.
- Changes to accreditation requirements.

- Circumstances of and strategies employed by our partners (e.g., K-12, higher education institutions, local industry).
- Emergencies (pandemics, natural disasters, etc.).
- Legal and regulatory changes.

EVALUATION PROCESS:
The College of Southern Idaho Strategic Plan is evaluated annually by its locally elected Board of Trustees. Benchmarks are established and evaluated throughout the year by the college employees. The college reports on the achievement of benchmarks annually to the College of Southern Idaho Board of Trustees and to the Idaho State Board of Education.

NOTES:

[1] The college has set a benchmark for dual credit growth that matches the growth rate of student enrollment in K-12 school districts in Region IV of the State of Idaho (Region IV Enrollment vs CSI Dual Enrollment report). This measure is updated annually and supports the Idaho State Board of Education's Goal 2.A.I (90% or more of high school graduates are funded for one or more advanced opportunity). Region IV enrollment growth source: https://www.sde.idaho.gov/finance/#attendance.

[2] The college is working to increase the immediate Region IV "go on" rate in general, as well as the proportion who attend CSI. This benchmark has been set based upon Utah's pre-pandemic "go on" rate. This measure supports the Idaho State Board of Education's Goals 2.C.I and 2.C.II (60% or more of HS graduates attend college within 1 year; 80% or more within 3 years). Source: Idaho Office of the State Board of Education

[3] Growth rates have been established based upon a current uptick in interest in the trades and Idaho Launch marketing and funding. Following this initial jump in enrollment, a more sustainable 3% growth rate has been established.

[4] The college has established a goal of enrolling 4,750 non-dual credit students per semester by 2030. This measure supports the Idaho State Board of Education's Goals 2.C.I and 2.C.II (60% or more of HS graduates attend college within 1 year; 80% or more within 3 years).

[5] The college has established a goal of increasing FTE to 4,900 in the fall of 2030. This measure supports the Idaho State Board of Education's Goals 2.C.I and 2.C.II (60% or more of HS graduates attend college within 1 year; 80% or more within 3 years).

[6] The benchmark for first-time, full-time, degree seeking students for FY25 has been set as a stretch benchmark considering several college initiatives focused on retaining students, and in line with Amarillo College (TX), a CSI's established peer comparator institutions that is exemplary in this area. The full group of CSI peer institutions has an average retention rate of 58%. The FY30 benchmark reflects the Idaho State Board of Education's established goal for this metric. This measure supports the Idaho State Board of Education's Goal 3.A.I (75% or more of students retained to the second year). The most recent data reflects an entry cohort one year prior to FY date. For example, FY24 data reflects a Fall 2022 entry cohort.

[7] English and math remediation and subsequent completion benchmarks reflect the decreasing populations of students being placed into remediation. The gateway math completion metric reflects ongoing work in this area. The FY26 benchmark demonstrates CSI's continued commitment to helping students complete a gateway math course as quickly as possible, while the FY30 benchmarks match the State Board of Education's previous state goal.

[8] This benchmark has been established considering recent positive trends in this area and several initiatives the college has undertaken to increase completion rates. The benchmark also aligns with the exemplary success rates shown at Hutchinson Community College, a CSI's established benchmark institution. The full group of CSI peer institutions has an average 150% of time graduation rate of 37%. This measure supports the Idaho State Board of Education's Goal 3.B.I (50% per year). The college has chosen to set a benchmark for the 150% of time completion rate, but not for the 100% of time completion rate. This is due to the lack of availability of comparison data for peer institutions at the 100% time to completion rate. However, the college does recognize the Idaho State Board of Education's Goal of 30% in this area and has already exceeded that target.

[9] Benchmarks reflect targets previously established by the Idaho State Board of Education. Benchmarks have been set for the numbers of certificates and degrees completed each year, rather than for the number individual graduates.

[10] In recognition of data showing that students who complete 30 or more credits per year have more long-term success in college than students who do not and are more likely to complete a certificate or degree, the college is working to encourage students to enroll in 30 or more credits per year. This measure supports the Idaho State Board of Education's Goal 3.A.II (55% or more per year).

[11] The college has worked to reduce the number of credits earned at graduation through advising and the use of focused graduation plans.

[12] Research at CSI has revealed that the most significant predictor of college success for entering students is high school grade point average. With the goal of addressing challenges within college completion rates, CSI has elected to track the success of students who arrive at CSI with a low high school grade point average, and to strategically direct services toward them in order to close achievement gaps between those students and students who enter with a grade point average of 3.0 or higher. The college is currently unable to accurately pull high school GPA for students following a recent conversion to a new Student Information System. Once the conversion is stabilized, the college will begin tracking this data again.

[13] This benchmark has been established based upon an average of the past four years of placement. (Source: Idaho CTE Follow-Up Report)

[14] The college is working to better support students who intend to transfer after graduation. Most recent data reflects an entry cohort three years prior to FY date. For example, FY24 data reflects fall 2020 entry cohort.

Alignment with Idaho State Board of Education FY2025-2029 Strategic Plan	State Board of Education Goals		
	Goal 1: EDUCATIONAL READINESS	*Goal 2: EDUCATIONAL ACCESS*	*Goal 3: EDUCATIONAL ATTAINMENT*
College of Southern Idaho Goals and Objectives			
GOAL #1: STUDENT ACCESS			
Strategy #1: The College of Southern Idaho will provide quality and innovative educational programs that align with student needs, workforce demands, and employment opportunities.			
Objective 1.1: Collaborate with K-12 partners to increase participation in higher education.		✓	
Objective 1.2: Collaborate with local employers to provide education and training opportunities that meet community workforce needs.		✓	
Objective 1.3: Increase participation in higher education by offering programs and services that meet the educational needs of the communities we serve.		✓	
GOAL #2: STUDENT RETENTION			
Strategy #2: The College of Southern Idaho will provide high-impact learning and student support systems that provide a sense of belonging for our diverse student population and that enhance persistence and retention.			
Objective 2.1: Establish robust systems and processes that support student retention.			✓
Objective 2.2: Offer instructional programs and support systems that help underprepared students move into college-level coursework rapidly and successfully.			✓
GOAL #3: STUDENT SUCCESS			
Strategy #3: The College of Southern Idaho will provide instructional and student support services that allow students to successfully and efficiently complete their educational goals.			
Objective 3.1: Increase the rate of college completion by removing barriers, providing targeted support measures, and creating multiple pathways to completion.			✓
Objective 3.2: Ensure that instructional and student support services provide equal opportunity for all.			✓
Objective 3.3: Provide a quality education that prepares graduates for post-graduation success.			✓

COLLEGE OF WESTERN IDAHO

Strategic Plan

2026-2030

MISSION STATEMENT

College of Western Idaho is committed to empowering students to succeed by providing affordable and accessible education to advance the local and global workforce.

VISION STATEMENT

The College of Western Idaho will be a best-in-class community college that provides quality, affordable, and accessible education by delivering innovative and cost-effective programming that empowers students, leads to economic and social mobility, and meets evolving community needs.

STATEWIDE PERFORMANCE MEASURES ESTABLISHED BY THE IDAHO STATE BOARD OF EDUCATION

Student Access

Measured by student enrollment as reported on the PSR-1 Annual Report.

Student Enrollment	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Targets	
					FY26	FY30
Total Student Headcount	20,885	21,132	21,358	21,945	23,240	27,629
Total Student FTE	6,703	6,470	6,411	6,635	NA	NA

Total student headcount and FTE sourced from the Idaho State Board of Education PSR 1 Annual Enrollment Report, which includes only credit student headcounts.

Student Retention

Measured by the percentage of first-time, full-time degree/certificate-seeking students that are retained the following fall, as reported in the IPEDS Fall Enrollment survey.

First-Time, Full-Time Fall-to-Fall Retention Rate	FY21 (Fall 2019 Cohort)	FY22 (Fall 2020 Cohort)	FY23 (Fall 2021 Cohort)	FY24 (Fall 2022 Cohort)	Targets	
					FY26 (Fall 2024 Cohort)	FY30 (Fall 2028 Cohort)
	58%	57%	57%	63%	65%	73%

IPEDS retention rate measures the percentage of first-time degree/certificate-seeking students from the previous fall who either re-enrolled or successfully completed their program by the following fall.

Student Success

Measured by the percentage of first-time, full-time degree/certificate-seeking students that graduated within 150% of time, as reported in the IPEDS Graduation Rates survey.

	FY21 (Fall 2018 cohort)	FY22 (Fall 2019 cohort)	FY23 (Fall 2020 cohort)	FY24 (Fall 2021 cohort)	Targets	
					FY26 (Fall 2023 Cohort)	FY30 (Fall 2027 Cohort
Percent of first-time, full-time students graduating within 150% of time	**25%**	**27%**	**27%**	**31%**	**34%**	**42%**

IPEDS graduation rate measures full-time, first-time degree or certificate seeking students who completed their program within 150% of normal time (i.e., for a two-year associate's degree, 150% of normal time would be completing in three years).

Student Affordability

Measured by CWI's IPEDS Average Net Price compared to Idaho Public 4-Year institutions in the CWI service area.

CWI IPEDS Average Net Price is 50% or less than the IPEDS Average Net Price at Idaho public universities in service area (ISU, BSU, U of I)	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
CWI IPEDS Average Net Price	**$7,167**	**$7,694**	**$7,880**	**$7,208**		
ISU, BSU, and U of I IPEDS Average Net Price (average)	**$14,039**	**$14,758**	**$15,034**	**$15,256**		
CWI IPEDS Average Net Price as a percentage of Idaho Public Universities in service area (ISU, BSU, U of I)	**51%**	**52%**	**52%**	**47%**	**≤50%**	**≤50%**

IPEDS Average Net Price is the average yearly price charged to first-time, full-time degree/certificate-seeking undergraduate students receiving student aid after deducting such aid.

CRITICAL INSTITUTIONAL PERFORMANCE MEASURES FOR THE IDAHO STATE BOARD OF EDUCATION

Transfer Rate

Percent of students who enroll at a 4-year institution within one year of attaining a CWI credential	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Targets	
					FY26	FY30
	56%	56%	52%	53%	≥61%	≥61%

Transfer rate measures the percentage of CWI Academic Transfer graduates that transferred to a 4-year institution within one year of attaining a CWI credential.

Job Placement Rate

Work-based Learning Center Job Placement Rate	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
% of graduates reporting they are employed, continuing education, or enlisted on the post-graduation survey	NA	59%	87%	88%	93%	97%

Positive Job Placement is defined as the percentage of graduates that were employed, continuing education, or enlisted in the military at the time of completing the survey. The post-graduation survey is conducted for 6 months after graduation. The survey response rate in FY24 was 45%.

Program Completions Associated with High-Wage / High-Demand Jobs

	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
% of graduates completing programs associated with high-wage/high-demand jobs	72%	72%	73%	75%	78%	86%

High-wage/high-demand jobs list sourced from the Idaho Department of Labor Statewide Occupational Projections, Idaho Hot Jobs 2020-2030.

COLLEGE OF WESTERN IDAHO STRATEGIC PLAN

GOAL 1: Student Success

Objective A: Advance Student Success by Optimizing the Student Lifecycle

I. Increase Enrollment *(Student Access Statewide Performance Measure)*

	FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	Targets	
					FY26	FY30
Dual Credit	**11,312**	**12,255**	**13,052**	**13,521**	**14,228**	**17,115**
Academic Transfer	**8,551**	**7,865**	**6,748**	**6,665**	**7,220**	**7,798**
Career & Technical Education (CTE)	**1,022**	**1,012**	**1,558**	**1,759**	**1,792**	**2716**
Workforce Development	**5,878**	**6,015**	**6,046**	**6,239**	**6,409**	**6,884**
Adult Education	**1,965**	**3,197**	**3,408**	**3,718**	**3,867**	**4,176**
Total Headcount	**28,728**	**30,344**	**30,812**	**31,902**	**33,516**	**38,690**

Enrollment is measured by unduplicated headcount. Dual Credit, Academic Transfer, and CTE headcounts sourced from the Idaho State Board of Education PSR 1 Annual Enrollment Report. Workforce Development headcount sourced from Workforce Training Network Report, Idaho Career and Technical Education. Adult Education headcount is sourced from the Adult Education Workforce Innovation and Opportunity Act (WIOA) Title II Report, Idaho Career and Technical Education (ignores minimum attendance).

II. Improve IPEDS Retention Rates *(Student Retention Statewide Performance Measure)*

	FY21 (Fall 2019 Cohort)	FY22 (Fall 2020 Cohort)	FY23 (Fall 2021 Cohort)	FY24 (Fall 2022 Cohort)	Targets	
					FY26 (Fall 2024 Cohort)	FY30 (Fall 2028 Cohort)
First-Time, Full-Time Retention Rate	**58%**	**57%**	**57%**	**63%**	**65%**	**73%**

	FY21 (Fall 2019 Cohort)	FY22 (Fall 2020 Cohort)	FY23 (Fall 2021 Cohort)	FY24 (Fall 2022 Cohort)	Targets	
					FY26 (Fall 2024 Cohort)	FY30 (Fall 2028 Cohort)
First-Time, Part-Time Retention Rate	**43%**	**44%**	**43%**	**48%**	**50%**	**58%**

IPEDS retention rate measures the percentage of first-time degree/certificate-seeking students from the previous fall who either re-enrolled or successfully completed their program by the following fall.

III. Improve IPEDS 150% graduation rate *(Student Success Statewide Performance Measure)*

Percent of first-time, full-time students graduating within 150% of time	**FY21** (Fall 2018 cohort)	**FY22** (Fall 2019 cohort)	**FY23** (Fall 2020 cohort)	**FY24** (Fall 2021 cohort)	**Targets**	
					FY26 (Fall 2023 Cohort)	**FY30** (Fall 2027 Cohort
	25%	**27%**	**27%**	**31%**	**34%**	**42%**

IPEDS graduation rate measures full-time, first-time degree or certificate seeking students who complete their program within 150% of normal time (i.e., for a two-year associate's degree, 150% of normal time would be completing in three years).

IV. Improve Transfer Rates

Percent of students who enroll at a 4-year institution within one year of attaining a CWI credential	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Targets**	
					FY26	**FY30**
	56%	**56%**	**52%**	**53%**	**≥61%**	**≥61%**

Transfer rate measures the percentage of CWI Academic Transfer graduates that transferred to a 4-year institution within one year of attaining a CWI credential.

V. Increase Attained Secondary School Diploma and Enrolled in Postsecondary Education/Training or Employed Rate

Percentage of Adult Education students who attained a secondary school diploma/GED and either enrolled in postsecondary education/training, or were employed within 1 year of exit	**FY21** (2020-2021)	**FY22** (2021-2022)	**FY23** (2022-2023)	**FY24** (2023-2024)	**Targets**	
					FY26	**FY30**
	29%	**22%**	**18%**	**19%**	**24%**	**32%**

Objective B: Undifferentiated Outcomes for All

I. Improve IPEDS 150% graduation rate for underserved populations

Graduation rate gap between White and Hispanic/Latino students	**FY21** (Fall 2018 cohort)	**FY22** (Fall 2019 cohort)	**FY23** (Fall 2020 cohort)	**FY24** (Fall 2021 cohort)	**Targets**	
					FY26	**FY30**
White graduation rate	**27%**	**28%**	**29%**	**33%**		
Hispanic/Latino graduation rate	**20%**	**24%**	**21%**	**24%**		
Gap	**7%**	**4%**	**8%**	**9%**	**≤3%**	**≤3%**

Graduation rate gap between Pell recipients and non-Pell recipients	**FY21** (Fall 2018 cohort)	**FY22** (Fall 2019 cohort)	**FY23** (Fall 2020 cohort)	**FY24** (Fall 2021 cohort)	**Targets**	
					FY26	**FY30**
Pell graduation rate	**21%**	**26%**	**25%**	**27%**		
Non-Pell graduation rate	**29%**	**27%**	**28%**	**33%**		
Gap	**8%**	**1%**	**3%**	**6%**	**≤3%**	**≤3%**

Graduation rate gap between male and female students	**FY21** (Fall 2018 cohort)	**FY22** (Fall 2019 cohort)	**FY23** (Fall 2020 cohort)	**FY24** (Fall 2021 cohort)	**Targets**	
					FY26	**FY30**
Male graduation rate	**32%**	**31%**	**30%**	**35%**		
Female graduation rate	**18%**	**22%**	**24%**	**26%**		
Gap	**14%**	**9%**	**6%**	**9%**	**≤3%**	**≤3%**

IPEDS graduation rate measures full-time, first-time degree or certificate seeking students who complete their program within 150% of normal time for the program. (i.e., For a two-year associate's degree, 150% of normal time would be completing in three years.)

GOAL 2: Affordable and Accessible Education

Objective A: Deliver Quality, Affordable Education

I. CWI Tuition & Fees and Peer Comparisons

Charge 50% or less than the average tuition/fees at Idaho public universities in service area (ISU, BSU, U of I)	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
CWI Tuition & Fees	$3,336	$3,336	$3,336	$3,336		
ISU, BSU, and U of I Average Tuition & Fees	$8,081	$8,091	$8,239	$8,651		
CWI Tuition & Fees as a percentage of Idaho Public Universities in service area (ISU, BSU, U of I)	41%	41%	40%	38%	≤50%	≤50%

Reflects tuition and required fees for full-time, first-time degree/certificate-seeking undergraduate students, as reported to IPEDS.

II. CWI IPEDS Average Net Price and Peer Comparisons *(Student Affordability Statewide Performance Measure)*

CWI IPEDS Average Net Price is 50% or less than the IPEDS Average Net Price at Idaho public universities in service area (ISU, BSU, U of I)	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
CWI IPEDS Average Net Price	$7,167	$7,694	$7,880	$7,208		
ISU, BSU, and U of I IPEDS Average Net Price (average)	$14,039	$14,758	$15,034	$15,256		
CWI IPEDS Average Net Price as a percentage of Idaho Public Universities in service area (ISU, BSU, U of I)	51%	52%	52%	47%	≤50%	≤50%

CWI IPEDS Average Net Price is 80% or less than the IPEDS Average Net Price of Regional & National Peers	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
CWI IPEDS Average Net Price	$7,167	$7,694	$7,880	$7,208		
Regional & National Peers IPEDS Average Net Price (average)	$7,629	$8,488	$8,118	$9,403		
CWI IPEDS Average Net Price as a percentage of Regional and National Peers	94%	90%	97%	76%	≤80%	≤80%

IPEDS Average Net Price is the average yearly price charged to first-time, full-time degree/certificate-seeking undergraduate students receiving student aid after deducting such aid.

Objective B: Ensure Accessible Education

I. Open-Access Institution

Open Access Admission Policy	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
CWI is Open Access (Yes/No)	Yes	Yes	Yes	Yes	Yes	Yes

GOAL 3: Advance the Local and Global Workforce

Objective A: Meet Evolving Workforce Needs

I. Increase Job Placement Rates

Work-based Learning Center Job Placement Rate	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
% of graduates reporting they are employed, continuing education, or enlisted on the post-graduation survey	**NA**	**59%**	**87%**	**88%**	**93%**	**97%**

Positive Job Placement is defined as the percentage of graduates that were employed, continuing education, or enlisted in the military at the time of completing the survey. The post-graduation survey is conducted for 6 months after graduation. The survey response rate in FY24 was 45%.

II. Increase Program Completions Associated with High-Wage / High-Demand Jobs

	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
% of graduates completing programs associated with high-wage/high-demand jobs	**72%**	**72%**	**73%**	**75%**	**78%**	**86%**

High-wage/high-demand jobs list sourced from the Idaho Department of Labor Statewide Occupational Projections, Idaho Hot Jobs 2020-2030.

III. Deliver Workforce Development Programs to Meet Business Needs

	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
Workforce Development transcripted credits designed to meet business needs	**NA**	**NA**	**1,004**	**945**	**1,064**	**1,149**

Workforce Development transcripted credits are awarded to students through Prior Learning Assessments for work-based and non-instructional experience.

GOAL 4: Inclusive Culture

Objective A: Foster a High Performing Organization Driven by a Culture of Engagement, Respect and Accountability

I. Maintain Employee Engagement

	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
CWI Employee Engagement Score	**Not Available**	**80**	**78**	**Not Available**	**80**	**90**

The CWI Employee Engagement Score is out of 100 and is derived from an employee survey that assesses factors such as job satisfaction, alignment with CWI mission, workplace relationships (manager and peer), and perceptions of leadership and career growth opportunities.

II. Improve Inclusive and Welcoming Environment Student Survey Score

	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
Percent of students who agreed that CWI's "policies, practices and procedures promote an inclusive and welcoming environment for all students."	**88%**	**80%**	**86%**	**82%**	**91%**	**99%**

Based on results from the annual Student Satisfaction Inventory Survey.

III. Improve Engagement Student Survey Score

	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
Engagement Score on the Student Satisfaction Inventory Engagement Survey	**NA**	**NA**	**70**	**71**	**74**	**82**

Based on results from the annual Student Satisfaction Inventory Survey. The Engagement Score is out of 100 and is derived from responses to survey questions related to student engagement with faculty.

IV. Improve Respect Student Survey Score

	FY21	FY22	FY23	FY24	Targets	
					FY26	FY30
Respect Score on the Student Satisfaction Inventory Engagement Survey	NA	NA	85	87	88	94

Based on results from the annual Student Satisfaction Inventory Survey. The Respect Score is out of 100 and is derived from responses to survey questions regarding whether students feel that they are treated with respect by faculty, staff, and other students.

Key External Factors

There are a number of key external factors that can have significant impact on CWI's ability to fulfill the mission and institutional priorities in the years to come. Some of these include:

- Continued revenue. Thirty-five percent of CWI's revenue comes from State of Idaho provided funds (general fund, CTE, etc.). Maintaining parity with the state's other community colleges is a stated objective within our strategic plan. Ongoing state funding is vital to the continued success of CWI.
- Enrollment. CWI is actively engaged in recruiting and retention efforts in all areas of student enrollment. It is critical that CWI reach out in meaningful ways to its service area to support ongoing learning opportunities for the community.
- Economy. Recent years have shown that the state and national economy have significant impacts on enrollment in higher education. Current trends in the local economy indicate strong employment rates, which may also be impacting CWI enrollment.

North Idaho College

2026 - 2030
Strategic Plan

OUR MISSION
North Idaho College meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and lifelong learning.

OUR VISION
As a comprehensive community college, North Idaho College strives to provide accessible, affordable, quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

OUR VALUES *North Idaho College is dedicated to these core values that guide its decisions and actions.*	
Student Success	A vibrant, lifelong learning environment that engages students as partners in achieving educational goals to enhance their quality of life.
Educational Excellence	High academic standards, passionate and skillful instruction, professional development, and innovative programming while continuously improving all services and outcomes.
Community Engagement	Collaborative partnerships with businesses, organizations, community members, and educational institutions to identify and address changing educational needs.
Stewardship	Economic and environmental sustainability through leadership, awareness and a responsiveness to changing community resources.
Diversity	A learning environment that celebrates the uniqueness of all individuals and encourages cultural competency.

STATEWIDE PERFORMANCE MEASURES ESTABLISHED BY THE IDAHO STATE BOARD OF EDUCATION

The following measures, established by the Idaho State Board of Education, are highlighted on this page to make them easier to locate. Each of these measures are also included in the body of the plan.

Student Access: Annual credit student enrollment and FTE at the end-of-term for the full reporting year (summer, fall, spring) as reported to the Idaho State Board of Education on the PSR-1 Report. Students who exclusively audit all courses during the annual year are excluded, per PSR-1 instructions. [4 [CCM 279] ^]

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
Annual Headcount	6,092	5,711	5,470	5,054	5,155	5,580
Annual FTE	2,876	2,784	2,593	2,386	2,433	2,634

^ Statewide Performance Measure
See also Goal 1: Measure 1.4

Student Retention: Student retention rates (fall to fall) for first-time, full-time, degree/certificate-seeking students as reported to IPEDS, Fall Enrollment survey component. [2 [CCM 025] ^]

	FY 2021 Fall 2019	FY 2022 Fall 2020	FY 2023 Fall 2021	FY 2024 Fall 2022	FY 2026 Benchmark	FY 2030 Benchmark
NIC	56.1%	61.6%	59.2%	58.9%	59.0%	59.6%

^ Statewide Performance Measure
See also Goal 1: Measure 1.2

Student Success: First-time, full-time, degree/certificate-seeking students who completed their program within 150% of normal time as reported to IPEDS, Graduation Rates survey component. [8 [CCM 196] ~ ^]

	FY 2021 Fall 2018	FY 2022 Fall 2019	FY 2023 Fall 2020	FY 2024 Fall 2021	FY 2026 Benchmark	FY 2030 Benchmark
NIC	28.3%	26.4%	35.7%	37.5%	38.0%	40.0%

** IPEDS Peer comparator data not yet available
~ Mission Fulfillment Measure
^ Statewide Performance Measure
See also Goal 2: Measure 2.2

Student Affordability: Annual student tuition & fees for the year based on in-district students taking 15 credits per semester, fall and spring. [6 [CCM 278] ^]

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	$4,245	$4,245	$4,245	$4,245	N/A**	N/A**
WICHE average without CA	$4,757	$4,846	$4,730	$4,688		
NIC % of WICHE average	89%	88%	90%	91%		

^ Statewide Performance Measure
** New measure; benchmarks yet to be set by NIC
See also Goal 1: Measure 1.6

CRITICAL INSTITUTIONAL PERFORMANCE MEASURES FOR THE IDAHO STATE BOARD OF EDUCATION

The following six measures are unique to North Idaho College and are core to the institution's operation and strategic plan. These measures are highlighted on these two pages to make them easier to locate. Each of these measures are also included in the body of the plan.

Persistence Rate: Overall credit student persistence rates (fall to spring) as reported to the National Community College Benchmark Project (NCCBP Form 4). Includes both full- and part-time students. Dual Credit students are not included in this cohort. 3 [CCM 272] ~

	FY 2021 Fall 2020	FY 2022 Fall 2021	FY 2023 Fall 2022	FY 2024 Fall 2023	FY 2026 Benchmark	FY 2030 Benchmark
NIC	71.7%	74.4%	74.8%	75.6%	75.8%	76.7%
NCCBP Peer Group Median	69.5%	71.4%	70.8%	72.3%		

~ Mission Fulfillment Measure
See also Goal 1: Measure 1.3

Dual Credit Matriculation: NIC Dual Credit students who matriculated at NIC within one year following their high school graduation. 7 [CCM 227]

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	26.6% 2020 High School Graduates	26.5% 2021 High School Graduates	22.7% 2022 High School Graduates	22.2% 2023 High School Graduates	24.8%	28.8%

See also Goal 2: Measure 2.1

Percent Completed or Transferred in Two Years: First-time, full-time, degree/certificate-seeking students who completed a degree or certificate, or transferred, within two years as reported to the National Community College Benchmarking Project (NCCBP Form 2). 9 [CCM 273] ~

	FY 2021 Fall 2019	FY 2022 Fall 2020	FY 2023 Fall 2021	FY 2024 Fall 2022	FY 2026 Benchmark	FY 2030 Benchmark
NIC	24.1%	31.1%	38.5%	34.6%	34.7%	35.1%
NCCBP Peer Group Median	37.5%	35.5%	41.9%	41.9%		

~ Mission Fulfillment Measure
See also Goal 2: Measure 2.3

Internships/Apprenticeships/Clinicals: Number of students enrolled in an internship, apprenticeship or clinical course. 15 [CCM 275]

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	938	1,043	1,189	1,437	1,451	1,510

See also Goal 3: Measure 3.6

Total Lives Touched: Annual Enrollment at end-of-term for the full reporting year (summer, fall, spring) including Credit, Workforce Training, Area Agency on Aging, Adult Education, and Head Start. Credit students who exclusively audit all courses during the annual year are included in these counts.[17] [CCM 277] ~

	FY 2021 2020-21	FY 2022 2021-22	FY 2023 2022-23	FY 2024 2023-24	FY 2026 Benchmark	FY 2030 Benchmark
Total Lives Touched **	20,870	20,395	20,840	21,437	21,651	22,531
Credit Students	6,098	5,717	5,478	5,060		
Academic	3,698	3,449	3,170	2,899		
Dual Credit	1,670	1,636	1,750	1,650		
Career & Technical	730	632	558	511		
Non-Credit	14,772	14,678	15,362	16,377		
Workforce Training	4,417	3,850	4,482	4,641		
Area Agency on Aging	9,797	10,212	10,406	11,202		
Adult Education	284	316	248	254		
Head Start	274	300	226	280		

** This measure is based on unduplicated counts within each grouping; however, a small number of students may fall into more than one category over the school year.
~ Mission Fulfillment Measure
See also Goal 4: Measure 4.2

Departure Rates: Total number of departure occurrences, other than retirement, as a percentage of full-time regular (non-temporary) employees. As reported to the National Community College Benchmarking Project (NCCBP Form 19). [19] [CCM 262] ~

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	9.3%	18.3%	18.1%	17.9%	17.1%	13.7%
NCCBP Peer Group Median	10.3%	12.6%	11.4%	9.8%		

~ Mission Fulfillment Measure
See also Goal 5: Measure 5.2

GOAL 1 - STUDENTS
Enhance Student Access and Support Services to Strengthen Student Success

Goal 1 Objectives

- Simplify the admission process and reduce barriers making it easier to enroll.
- Execute effective retention strategies ensuring students are engaged and supported in achieving their educational goals.
- Develop and implement targeted strategies that attract various student populations by promoting the benefits of attending and completing programs.

Goal 1 Performance Measures

1.1 Retention Rate: Overall credit student retention rates (fall to fall) as reported to the National Community College Benchmark Project (NCCBP Form 4). Includes both full- and part-time students. Dual Credit students are not included in this cohort. [1] [CCM 271] ~

	FY 2021 Fall 2020	FY 2022 Fall 2021	FY 2023 Fall 2022	FY 2024 Fall 2023	FY 2026 Benchmark	FY 2030 Benchmark
NIC	47.8%	48.8%	50.6%	53.3%	53.4%	54.0%
NCCBP Peer Group Median	46.9%	46.9%	48.6%	51.2%		

~ Mission Fulfillment Measure

1.2 Student Retention: Student retention rates (fall to fall) for first-time, full-time, degree/certificate-seeking students as reported to IPEDS, Fall Enrollment survey component. [2] [CCM 025] ^

	FY 2021 Fall 2019	FY 2022 Fall 2020	FY 2023 Fall 2021	FY 2024 Fall 2022	FY 2026 Benchmark	FY 2030 Benchmark
NIC	56.1%	61.6%	59.2%	58.9%	59.0%	59.6%
IPEDS Peer Group Median	51.8%	55.3%	56.3%	59.6%		

^ Statewide Performance Measure

1.3 Persistence Rate: Overall credit student persistence rates (fall to spring) as reported to the National Community College Benchmark Project (NCCBP Form 4). Includes both full- and part-time students. Dual Credit students are not included in this cohort. [3] [CCM 272] ~

	FY 2021 Fall 2020	FY 2022 Fall 2021	FY 2023 Fall 2022	FY 2024 Fall 2023	FY 2026 Benchmark	FY 2030 Benchmark
NIC	71.7%	74.4%	74.8%	75.6%	75.8%	76.7%
NCCBP Peer Group Median	69.5%	71.4%	70.8%	72.3%		

~ Mission Fulfillment Measure

1.4 Student Access: Annual credit student enrollment and FTE at the end-of-term for the full reporting year (summer, fall, spring) as reported to the Idaho State Board of Education on the PSR-1 Report. Students who exclusively audit all courses during the annual year are excluded, per PSR-1 instructions. 4 [CCM 279] ^

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
Annual Headcount	6,092	5,711	5,470	5,054	5,155	5,580
Annual FTE	2,876	2,784	2,593	2,386	2,433	2,634

^ Statewide Performance Measure

1.5 Credit and Non-Credit Annual Enrollment: Unduplicated annual enrollment of credit and non-credit students. Credit students who exclusively audit all courses during the annual year are included in these counts. 5 [CCM 146/149]

NIC	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
Total Credit + Non-Credit **	10,515	9,567	9,960	9,701	9,895	10,711
Credit Students						
Academic	3,698	3,449	3,170	2,899	2,957	3,201
Dual Credit	1,670	1,636	1,750	1,650	1,683	1,822
Career & Technical	730	632	558	511	521	564
Non-Credit Students						
Workforce Training	4,417	3,850	4,482	4,641	4,734	5,124

** This measure is based on unduplicated counts at end-of-term (i.e., credit total is unduplicated and non-credit total is unduplicated); however, an unduplicated count between the two groups is not available at this time.

1.6 Student Affordability: Annual student tuition & fees for the year based on in-district students taking 15 credits per semester, fall and spring. 6 [CCM 278] ^

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	$4,245	$4,245	$4,245	$4,245	N/A**	N/A**
WICHE average without CA	$4,757	$4,846	$4,730	$4,688		
NIC % of WICHE average	89%	88%	90%	91%		

^ Statewide Performance Measure
** New measure; benchmarks yet to be set by NIC

GOAL 2 - PROGRAMS
Provide Streamlined, Flexible Pathways to Success that Empower Students to Reach their Educational Goals

Goal 2 Objectives

- Design and implement pathways for Transfer and Career Technical Education (CTE) students that increase opportunities, ensuring alignment with business and industry needs, higher education partners, and academic standards.
- Enhance instructional support, including tutoring, advising, and other academic resources tailored to individual learning needs.
- Ensure clarity and transparency by communicating information about educational pathways, expectations, outcomes, and career opportunities to students, empowering them to make informed decisions about their academic journey.
- Develop and strengthen dual credit partnerships by fostering seamless transitions to post-secondary education, ensuring continuity and alignment in educational pathways.

Goal 2 Performance Measures

2.1 Dual Credit Matriculation: NIC Dual Credit students who matriculated at NIC within one year following their high school graduation. [7] [CCM 227]

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	26.6% 2020 High School Graduates	26.5% 2021 High School Graduates	22.7% 2022 High School Graduates	22.2% 2023 High School Graduates	24.8%	28.8%

2.2 Student Success: First-time, full-time, degree/certificate-seeking students who completed their program within 150% of normal time as reported to IPEDS, Graduation Rates survey component. [8] [CCM 196] ~ ^

	FY 2021 Fall 2018	FY 2022 Fall 2019	FY 2023 Fall 2020	FY 2024 Fall 2021	FY 2026 Benchmark	FY 2030 Benchmark
NIC	28.3%	26.4%	35.7%	37.5%	38.0%	40.0%
IPEDS Peer Group Median	33.3%	30.7%	33.8%	**		

** IPEDS Peer comparator data not yet available
~ Mission Fulfillment Measure
^ Statewide Performance Measure

2.3 Percent Completed or Transferred in Two Years: First-time, full-time, degree/certificate-seeking students who completed a degree or certificate, or transferred, within two years as reported to the National Community College Benchmarking Project (NCCBP Form 2). [9] [CCM 273] ~

	FY 2021 Fall 2019	FY 2022 Fall 2020	FY 2023 Fall 2021	FY 2024 Fall 2022	FY 2026 Benchmark	FY 2030 Benchmark
NIC	24.1%	31.1%	38.5%	34.6%	34.7%	35.1%
NCCBP Peer Group Median	37.5%	35.5%	41.9%	41.9%		

~ Mission Fulfillment Measure

GOAL 3 – PARTNERS

Expand and strengthen relationships with business, industry, educational, and community partners

Goal 3 Objectives

- Strengthen community awareness and engagement at all campus sites through regular, strategic communication and collaboration with stakeholders aligning goals and maximizing mutual benefits.
- Strengthen partnerships with the Coeur d' Alene Tribe and other regional tribes by actively engaging in collaborative initiatives that respect and support tribal communities' educational and economic goals.
- Enhance work-based learning opportunities by deepening collaborations with businesses and industries to provide practicums, internships, apprenticeships, and hands-on training for students.

Goal 3 Performance Measures

3.1 Workforce Training Market Penetration: Percentage of NIC's service area population enrolled annually in non-credit courses as reported to the National Community College Benchmarking Project (NCCBP Form 14a). Headcount is unduplicated. [10] [CCM 280] ~

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	1.74%	1.52%	1.64%	1.68%	1.76%	2.08%
NCCBP Peer Group Median	0.73%	0.69%	0.92%	0.85%		

~ Mission Fulfillment Measure

3.2 Cultural Activities Market Penetration: Community participation in cultural activities held at the institution as a percentage of NIC's service area population as reported to the National Community College Benchmarking Project (NCCBP Form 14b). Cultural Activities participation counts are duplicated and may include, but are not limited to, exhibits, performances, dance, and music activities. Summer Theater rehearsals are not included. [11] [CCM 264] ~

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	Data for this year unavailable	10.67%	14.44%	15.61%	15.76%	16.40%
NCCBP Peer Group Median		1.44%	2.60%	4.36%		

~ Mission Fulfillment Measure

3.3 Sporting Events Market Penetration: Community participation in intercollegiate sporting events held at the institution as a percentage of NIC's service area population as reported to the National Community College Benchmarking Project (NCCBP Form 14b). [12] [CCM 265] ~

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	Data for this year unavailable	5.64%	7.19%	5.95%	6.05%	6.45%
NCCBP Peer Group Median		2.31%	2.72%	3.08%		

~ Mission Fulfillment Measure

3.4 Public Meetings Market Penetration: Community participation in public meetings held at the institution by non-college organizations as a percentage of NIC's service area population as reported to the National Community College Benchmarking Project (NCCBP Form 14b). [13] [CCM 266] ~

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	Data for this year unavailable	1.10%	2.81%	4.87%	5.21%	6.58%
NCCBP Peer Group Median		5.02%	4.25%	4.82%		

~ Mission Fulfillment Measure

3.5 Industry Partners: Number of new industry partners in NIC's service area that were established or maintained. [14] [CCM 274]

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	42	37	46	39	41	43

3.6 Internships/Apprenticeships/Clinicals: Number of students enrolled in an internship, apprenticeship or clinical course. [15] [CCM 275]

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	938	1,043	1,189	1,437	1,451	1,510

GOAL 4 – SYSTEMS
Create a Unified Educational System Among the College and its Centers

Goal 4 Objectives

- Provide seamless integration of academic programs, resources, and services among the college campus and its centers to ensure a consistent, cohesive, and streamlined educational experience for all students.
- Strengthen information-sharing networks between the main campus and its centers, and marketing to the NIC service region, to develop clear and consistent messaging.

Goal 4 Performance Measures

4.1 Region 1 High School Market Share: Enrollment by high school as a percentage of the combined senior classes in that county. [16] [CCM 276] ~

	FY 2021 Fall 2020	FY 2022 Fall 2021	FY 2023 Fall 2022	FY 2024 Fall 2023	FY 2026 Benchmark	FY 2030 Benchmark
NIC	15.6%	15.7%	13.0%	12.8%	13.4%	15.4%

~ Mission Fulfillment Measure

4.2 Total Lives Touched: Annual Enrollment at end-of-term for the full reporting year (summer, fall, spring) including Credit, Workforce Training, Area Agency on Aging, Adult Education, and Head Start. Credit students who exclusively audit all courses during the annual year are included in these counts.[17] [CCM 277] ~

	FY 2021 2020-21	FY 2022 2021-22	FY 2023 2022-23	FY 2024 2023-24	FY 2026 Benchmark	FY 2030 Benchmark
Total Lives Touched **	20,870	20,395	20,840	21,437	21,651	22,531
Credit Students	6,098	5,717	5,478	5,060		
Academic	3,698	3,449	3,170	2,899		
Dual Credit	1,670	1,636	1,750	1,650		
Career & Technical	730	632	558	511		
Non-Credit	14,772	14,678	15,362	16,377		
Workforce Training	4,417	3,850	4,482	4,641		
Area Agency on Aging	9,797	10,212	10,406	11,202		
Adult Education	284	316	248	254		
Head Start	274	300	226	280		

** This measure is based on unduplicated counts within each grouping; however, a small number of students may fall into more than one category over the school year.
~ Mission Fulfillment Measure

GOAL 5 - INFRASTRUCURE

Achieve Organizational Efficiency and Effectiveness by Fostering a Dynamic College Environment that Invests in Employees, Facilities, and Technologies to Support Student Success

Goal 5 Objectives

- Review and update NIC's compensation to ensure competitiveness and alignment with industry standards while incentivizing and encouraging employee development.
- Ensure effective and efficient resource allocation to support strategic plan objectives.
- Align common campus measures to the strategic plan objectives and action plans and improve data reporting capabilities for the college.
- Identify opportunities to modernize campus technology solutions that promote automation, process improvement and integration.
- Ensure campus facilities support and encourage learning and collaboration.
- Expand access to housing and resources by working with community partners to address student needs for affordable housing, transportation, and other essential services and ensure they have the support necessary to succeed.

Goal 5 Performance Measures

5.1 Composite Financial Indicator Score: As reported to the National Community College Benchmarking Project (NCCBP Form 22). [18] [CCM 169] ~

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	7.96	5.99	6.47	6.25	6.33	6.63
NCCBP Peer Group Median	6.67	6.43	6.58	5.93		

~ Mission Fulfillment Measure

5.2 Departure Rates: Total number of departure occurrences, other than retirement, as a percentage of full-time regular (non-temporary) employees. As reported to the National Community College Benchmarking Project (NCCBP Form 19). [19] [CCM 262] ~

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	9.3%	18.3%	18.1%	17.9%	17.1%	13.7%
NCCBP Peer Group Median	10.3%	12.6%	11.4%	9.8%		

~ Mission Fulfillment Measure

5.3 Year to Year Deferred Maintenance: Dollar amount invested in deferred maintenance projects. The college sets an annual target for the investment of funds for deferred maintenance projects. [20] [CCM 171]

	FY 2021 2020-2021	FY 2022 2021-2022	FY 2023 2022-2023	FY 2024 2023-2024	FY 2026 Benchmark	FY 2030 Benchmark
NIC	$193,639	$223,586	$270,539	$184,700	$231,900	$231,900

Key External Factors

- North Idaho College is currently under a probation status imposed by the Northwest Commission on Colleges and Universities to resolve three recommendations by April 1, 2026
- Changes in local, state, or federal funding levels
- Changes in local, state, or national educational priorities
- Changes in education market (competitive environment)

Details of Implementation

The North Idaho College Strategic Plan is a comprehensive document that will guide the institution over the next five years as it fulfills its mission and vision, meeting the needs of its students and community. The Strategic Plan reflects NIC's mission, vision, and values, and provides direction for long-term success. It was developed collaboratively among the many NIC stakeholders and articulates broad, overarching goals for the future.

The Strategic Plan was created after a comprehensive planning process that involved analyzing internal and external data and gathering feedback from diverse groups such as faculty, staff, students, administrators, and community representatives. A dedicated Strategic Planning Steering Committee (SPSC) convened regularly to examine data trends, planning assumptions, stakeholder input, as well as challenges and opportunities for North Idaho College over the next five years.

Footnotes

[1] Benchmark reflects improvement against NIC's NCCBP peer group for this measure. NIC is currently less than 1% below the 66th percentile. Benchmark set to move up to the 75th percentile by 2030. [CCM 271]

[2] Benchmark reflects improvement against NIC's IPEDS peer group for this measure. NIC is currently below the 50th percentile. Benchmark set to move up to the 50th percentile by 2030. Statewide Performance Measure. [CCM 025]

[3] Benchmark reflects improvement against NIC's NCCBP peer group for this measure. NIC is currently below the 75th percentile. Benchmark set to move up to the 75th percentile by 2030. [CCM 272]

[4] Benchmark reflects continued sustainable growth in annual credit enrollment and FTE at 2% per year based on college initiatives. Statewide Performance Measure. [CCM 279]

[5] Benchmark reflects continued sustainable growth at 2% per year based on college initiatives. [CCM 146/149]

[6] Benchmark based on WICHE unweighted average tuition and fees for 2-year institutions excluding CA from Tuition and Fees dashboard. Report can be found at https://www.wiche.edu/policy-research-/data-resources/tuition-fees/. [CCM 278]

[7] This measure represents the percentage of NIC Dual Credit students who participated in dual enrollment during any year of high school and matriculated at NIC within one year following their high school graduation. National Student Clearinghouse results are used to calculate these numbers. Numbers are as of 4/22/2025. Data refreshes nightly so prior year trends may have changed slightly. Students who graduate during a fall or winter term may not be fully represented. Benchmark set to grow 1 percentage point per year based on college initiative. [CCM 227]

[8] Benchmark reflects improvement against NIC's IPEDS peer group for this measure. NIC is currently above the peer group median. Benchmark set to improve graduation rate .5 percentage points per year based on college initiatives. Statewide Performance Measure. [CCM 196]

[9] Benchmark reflects improvement against NIC's NCCBP peer group for this measure. NIC is currently below the 33rd percentile. Benchmark set to move up to the 33rd percentile by 2030. [CCM 273]

[10] NIC's Service area (also known as Region 1) includes Benewah, Bonner, Boundary, Kootenai, and Shoshone counties. Service area population includes all age groups and is based on most recent census estimates. Benchmark reflects improvement against NIC's NCCBP peer group for this measure. NIC is currently below the 80th percentile. Benchmark set to move up to the 80th percentile by 2030. [CCM 280]

[11] NIC's Service area (also known as Region 1) includes Benewah, Bonner, Boundary, Kootenai, and Shoshone counties. Service area population includes all age groups and is based on most recent census estimates. Zoom counts, as applicable, are not included. Benchmark reflects continued sustainable growth in cultural activities attendance at 1% per year based on college initiatives [CCM 264]

[12] NIC's Service area (also known as Region 1) includes Benewah, Bonner, Boundary, Kootenai, and Shoshone counties. Service area population includes all age groups and is based on most recent census estimates. Zoom counts, as applicable, are not included. Benchmark reflects improvement against NIC's NCCBP peer group for this measure. NIC is currently below the 66th percentile. Benchmark set to move up to the 66th percentile by 2030. [CCM 265]

[13] NIC's Service area (also known as Region 1) includes Benewah, Bonner, Boundary, Kootenai, and Shoshone counties. Service area population includes all age groups and is based on most recent census estimates. Zoom counts, as applicable, are not included. Benchmark reflects improvement against NIC's NCCBP peer group for this measure. NIC is currently below the 60th percentile. Benchmark set to move up to the 60th percentile by 2030. [CCM 266]

[14] NIC's Service area (also known as Region 1) includes Benewah, Bonner, Boundary, Kootenai, and Shoshone counties. This measure aligns with NIC's goal to expand and strengthen relationships with business, industry, educational, and community partners. Benchmark reflects continued sustainable growth in relationships with industry partners at 1% per year based on college initiatives [CCM 274]

[15] This measure aligns with NIC's goal to enhance work-based learning opportunities by deepening collaborations with businesses and industries to provide practicums, internships, apprenticeships, and hands-on training for students. Benchmark reflects continued sustainable growth in internships, apprenticeships, and clinical experience opportunities at 1% per year based on college initiatives. [CCM 275]

[16] Benchmark reflects continued sustainable growth in the percentage of students in Region 1 who attend NIC. Benchmark set to improve market share by county at .5 percentage points per year based on college initiatives. [CCM 276]

[17] Benchmark reflects continued sustainable growth in total lives touched at 1% per year based on college initiatives. [CCM 277]

[18] The CFI is a financial measurement of an institution's health and is a blend four core ratios: Primary Reserve Ratio, Net Operating Revenues Ratio, Return on Net Position Ratio and Viability Ratio. The range for CFI is from -4 to 10. A score of 3 or higher represents a relatively strong financial position and indicates that an institution is in a position to direct institutional resources to allow transformation. Benchmark reflects improvement against NIC's NCCBP peer group for this measure. NIC is currently below the 66th percentile. Benchmark set to move up to the 66th percentile by 2030. [CCM 169]

[19] Benchmark reflects improvement against NIC's NCCBP peer group for this measure. NIC is currently above the peer group max for this measure. Lower percentiles are more desirable for this measure. Benchmark set to reduce departure rates to a level equal to the peer group max percentile by 2030. [CCM 262]

[20] Benchmark set to reflect the current annual budget for deferred maintenance. [CCM 171]

FY2025-FY2029

Idaho Department of Education Strategic Plan

MISSION STATEMENT

To support Idaho students, educators, and school leaders with the tools and resources needed to achieve academic excellence through strategic thought, leadership, and policy alignment.

VISION STATEMENT

All Idaho students have access to a high-quality education that prepares them for their future with skills and job readiness to become engaged, successful citizens.

GUIDING VALUES

Listen with intention.

Lean into collaboration.

Lead with integrity.

GOAL 1: MODERNIZE THE EDUCATION FUNDING STRUCTURE

A: Determine costs of providing K-12 education in Idaho and recommend more equitable funding.

I. To evaluate and report rural education costs vs. urban costs and define each. Complete by 12/1/25.
II. Identify differences in rural and urban Local Education Agency (LEA) costs through five-year historical comparisons of LEAs. Complete by 12/1/25.
III. To evaluate and report virtual vs. brick-and-mortar Local Education Agency (LEA) expenditures. Complete by 12/1/25.
IV. Develop a budget with increased discretionary funding flexibility for Local Education Agencies (LEA). Complete by 12/1/25.
V. Explore changes to K-12 funding model that reflects contemporary needs (i.e., 1994 versus 2025 and beyond).
    a. Create a budget to meet needs, complete by 12/31/25.
VI. Compare the differing funding needs of Local Education Agencies (LEA) which provide 4 day vs. 5 day school weeks. Complete by 11/1/25.

B: Stabilize Federal funding dependence without decreasing support for underserved students.

I. Quantify Local Education Agency (LEA) dependence on federal funding for employees and programs. Complete by 11/1/25.
II. Suggest alternatives to increased federal funding dependence through state budget and policy options. Complete by 11/1/25.
III. Evaluate and report what is needed and gained in stabilizing federal funding to Idaho. Complete by 1/1/26.

C: Reduce district dependency on school levies and bonds through increased responsibility of other stakeholders.

I. Report values of bonds and levies that have passed and failed (past 20+ years) and provide analysis. Complete by 12/31/25.
II. To determine the reported uses of supplemental levies in Idaho by school district.
    a. Perform regional analysis to determine regional trends. Complete by 12/31/25.
III. Analyze the effect of FY 2023-2024 K-12 funding increases to recommend adjustments. Complete by 12/1/25.

IV. Explore additional state budget and policy options that will reduce reliance on supplemental levies. Complete by 12/31/25.
V. Analyze and recommend options for updating state support for facilities. Complete by 5/15/26
    a. To explore a revolving loan option, to be completed by 1/1/26.
VI. Analyze and recommend options for state funded building construction. Complete by 1/1/26.

D: Examine the value/roots/motivation/benefits of per pupil funding.

I. Re-evaluate the support unit calculation and provide recommendations. Complete by 12/31/25.
II. Re-evaluate seat time/attendance calculation. Complete by 12/31/25.

E: Align funding with Idaho Department of Education Goals.

I. Review existing K-12 budget line items and their alignment with Department goals. Complete by 9/1/25.
II. Align Department administrative structure and director activities and goals with Department goals. Complete by 12/31/25.

GOAL 2: STUDENT ACHIEVEMENT GOALS: ENSURE IDAHO KIDS ARE READING AT GRADE LEVEL BY 3RD GRADE AND ON GRADE LEVEL FOR MATH

A: Improve Idaho student achievement growth.

I. Directly train three Idaho schools in the 2023/24 SY in the Professional Learning Community (PLC) process.
    a. Develop background for future development.
    b. Year 2: Train 10+ Local Education Agencies (LEAs) with Professional Learning Community (PLC) process. Complete by 7/30/26.
II. Offer four early literacy, face-to-face professional development opportunities, with an emphasis on Dyslexia. Complete by 8/30/26.
III. Idaho Department of Education to personally visit 75% (approximately 135) of school districts and public charter schools in SY 2025-2026. Complete by 7/30/26.
IV. Idaho Department of Education will assist 10 school districts in the critique and selection of research-based curricula that has proven effective with Idaho students. Complete by 7/30/26.

V. Create visually clear (easy to read) student cohort data in reading and math. Complete by 7/1/26.
VI. Provide effective science of reading literacy professional development for teachers of kindergarten through 3rd grade. Complete by 12/31/27
VII. Establish statewide reading goals for "below basic" readers on Idaho Reading Indicator (IRI). Complete by 12/15/25.

B: Improve the mental and behavioral health of Idaho students

I. Work with education and community partners to identify existing resources. Complete by 12/15/25
    a. Identify, highlight, and replicate existing/successful Idaho-based programs. Complete by 3/31/26.
    b. Identify gaps in mental health services for Idaho students, complete by 12/15/25.
II. To provide support advocacy for parents meeting with schools and assist with conflict resolution. Complete by 7/1/27.
III. Support professional development for special education teachers and directors. Complete by 7/1/27.
IV. To assist general education teachers to clearly understand the differences between mental health issues and special education needs. Complete by 7/1/27.

C: Train education stakeholders in developing and implementing meaningful assessment tools

I. Solicit stakeholder input around the state-required Idaho Reading Indicator (IRI) assessment. Complete by 5/15/26.
    a. Develop a Request for Proposal (RFP) for the Idaho Reading Indicator (IRI), complete by 2/28/26.
II. Develop and release a Request for Proposal (RFP) for the Idaho Standards of Achievement Test (ISAT). Complete by 10/15/25.
III. Solicit stakeholder input around the Idaho dyslexia screening tool, complete by 2/1/27.
    a. Develop a Request for Proposal (RFP) for the Idaho dyslexia screening tool. Complete by 6/30/27.

D: Identify essential standards for math and science

I. Provide blueprint for effective mathematics instruction for all grades, founded in a new Idaho Comprehensive Math Plan. Complete by 10/15/25.

a. Establish a work group to identify essential standards for math. Complete by 4/30/26.
    i. Create an Idaho Department of Education document identifying essential standards for math. Complete by 6/30/26.

II. Establish a work group to identify essential standards for English Language Arts (ELA). Complete by 8/30/26.
    a. Create an Idaho Department of Education document identifying essential standards for ELA. Complete by 4/30/27.

III. Establish a work group to identify essential standards for science. Complete by 8/30/27.
    a. Create an Idaho Department of Education document identifying essential standards for science. Complete by 4/30/26.

IV. Review and discuss ESSA-required summative assessment options with USDOE. Complete by 2/15/26.

GOAL 3: POSITION IDAHO TO ATTRACT AND RETAIN EXCEPTIONAL TEACHERS AND LEADERS

A: recruit new teachers and administrators to Idaho K-12 schools.

I. Define measurability of recruitment and determine benchmark. Complete by 11/15/25.
II. Provide incentives for teacher candidates in approved teacher prep programs. Complete by 12/1/25.
III. Determine surrounding states starting salaries. Complete by 12/31/25.

B: Retain Idaho's highest performing teachers

I. Support school districts in providing high quality mentorship for educators, focusing on educators in their first three years. Complete by 6/30/26.
II. Accumulate ideas for specifically defining mentoring in Idaho education. Complete by 2/15/26
III. Ensure that every school district can access quality mentoring for their staff. Complete by 3/15/26.
IV. Support the required training for school board members. Complete by 4/1/26.

C: Retain Idaho's highest performing administrators

I. To provide orientation training for new superintendents, ongoing.

II. Provide training for all superintendents (Idaho Superintendent's Network), ongoing.
III. Idaho Department of Education will assist education partners in school board training related to hiring and evaluating superintendents. Complete by 6/30/27.

GOAL 4: PREPARE IDAHO STUDENTS FOR LIFE AS WELL AS COLLEGE AND CAREER

A: Prepare students for all options following high school graduation

I. Award grant monies from Idaho Career Ready Students. Complete by 12/31/25.
II. Track Launch enrollment. Complete by 7/1/26.
III. Idaho Career Ready Students granting council membership. Complete by 7/1/26.
IV. Increase high-school student participation in Advanced Opportunities, on-going.
V. To increase high school student engagement in exploring post-secondary opportunities, on-going.
    a. Promote completion of the Free Application for Federal Student Aid (FAFSA).
    b. Promote the Apply Idaho process/application.
VI. Increase the rate at which high school graduates pursue postsecondary opportunities.

B: Improve Financial Literacy of Idaho Students

I. Work towards a full credit for the required class. Complete by 6/1/27.
II. Leverage free curriculums.

C: Implement New Graduation Requirements

I. Work on implementing new graduation requirements, including standards and guidance for a new digital literacy course, templates and reporting for Local Education Agency (LEA) localized pathways, and templates for the new future readiness project. Complete by 7/30/27.

KEY EXTERNAL FACTORS

Movement toward meeting these goals is contingent on many factors outside the control of the Idaho Department of Education, from economic and demographic changes that impact the types of students served by Local Education Agencies (LEAs) and the dollars that LEAs have

available, to the nature of public education, which is highly decentralized. We recognize that local boards make day-to-day operating decisions and determine the goals at the local level.

This strategic plan, and the specific activities it covers, outlines our Department's efforts to pull as many levers as possible to increase the student achievement of Idaho's students and create as many opportunities as possible for student success after high school.

IDAHO
Division of Career Technical Education

We prepare Idaho's youth and adults for high-skill, in-demand careers.

Strategic Plan

FY2026 - FY2030

Strategic Plan

Mission statement

The mission of Idaho's career technical education (CTE) system is to prepare Idaho's youth and adults for high-skill, in-demand careers.

Vision statement

The vision of the Idaho Division of Career Technical Education (IDCTE) is for career technical education delivered through the system to provide:

1. A premiere educational opportunity for students and adults to gain relevant workforce and leadership skills in an applied setting;
2. A gateway to meaningful careers and additional educational opportunities; and
3. A strong talent pipeline that meets Idaho business workforce needs.

Goal 1: Career technical educational system alignment

Ensure that all components of the CTE system are integrated and coordinated between secondary, postsecondary and workforce to maximize opportunities for all students.

Objective A: Alignment of CTE programs between the technical colleges and ensure that secondary program standards align to those postsecondary programs.

Performance Measure I: Percent of secondary programs that were reviewed and revalidated to meet current industry standards.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
N/A	9%	33%	-	20%	20%

Benchmark based on revalidating program standards at least once every five years.

Performance Measure II. Percent of technical college programs aligned with Idaho's high-need[1] occupational areas.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
N/A	N/A	94%	-	>95%	>95%

[1]High-need is defined using the Idaho LAUNCH in-demand careers matrix which factors in job openings, wages, economic mobility, and the education requirements for each occupation in Idaho.

Benchmarks reflect our mission to meet Idaho's workforce needs, while recognizing that labor market demands may shift faster than program updates.

Objective B: Develop quality and performance management practices that will contribute to system improvement, including current research, data analysis, and strategic and operational planning.

Performance Measure I: Number of distinct secondary programs reviewed and/or visited for program quality.[1]

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
125	211	188	-	200	300

[1]Program quality reviews and visits are completed by IDCTE's Program Quality department.
FY26 benchmark determined by averaging baseline data from FY23 and FY24, and FY30 benchmark determined by increasing 50% over the following five years (average 10% increase per year).

Performance Measure II. Number of industry members[1] that completed a criticality survey for program standards.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
N/A	496	276	-	330	330

[1]Industry members may be duplicated if they completed multiple surveys.
Benchmarks based on revalidating 11 program standards a year, with the goal of 30 industry responses per program.

Goal 2: Educational attainment

Idaho's CTE programs will meet the education and workforce needs of Idaho residents necessary to thrive in the changing economy.

Objective A: Ensure all local education agencies (LEAs) can offer a CTE pathway program.

Performance Measure I: Percent of eligible LEAs[1] that offered CTE courses or programs.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
Offered a CTE course					
78%	78%	81%	-	89%[4]	100%[4]
Offered a cluster program[2]					
51%	52%	56%	-	62%[5]	65%[5]
Offered a pathway program[3]					
57%	58%	58%	-	62%[5]	65%[5]

[1]Eligible LEAs include school districts or public charter schools that serve grades 7-12.
[2]Cluster programs provide introductory and intermediate courses as an introduction to CTE and the opportunity to learn workplace readiness expectations.
[3]Pathway programs provide specific career area occupational preparation, the opportunity to learn workplace readiness expectations, and the knowledge and skill development required to transition into a similar postsecondary program.
[4]Benchmarks determined by applying the 4% annual growth rate from FY23 to FY24.
[5]Benchmarks determined by applying a non-linear growth rate over the FY22 to FY24 baseline percentages.

Objective B: Increase retention and recruitment of qualified CTE instructors.

Performance Measure I: Percent of instructors with limited occupational specialist certificates who earned their standard occupational specialist renewable certificate within three years based on cohort year.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
Secondary					
N/A	N/A	58%	-	70%	85%
Postsecondary					
N/A	N/A	56%	-	70%	85%

Preliminary benchmarks. Future benchmarks will be based on trend data.

Performance Measure II: Percent of secondary CTE instructional staff who remained teaching in Idaho.[1]

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
One-Year					
84%	83%	85%	-	86%	90%
Two-Year[2]					
77%	73%	73%	-	76%	80%
Three-Year[2]					
66%	68%	65%	-	68%	72%

[1]Data sourced from ISEE.

[2]Two-year and three-year retention rates are based on consecutive years of employment.

Benchmarks based on 1% annual increase over the average baseline from FY22 to FY24.

Objective C: Adult Education programs will assist adults in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.

Performance Measure I: Percent of Adult Education students who attained a recognized secondary or postsecondary credential.[1]

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
N/A	N/A	19%	-	25%	35%

[1]A recognized credential means an industry credential that an employer requires or gives preference to for entry into a job.

Preliminary benchmarks. Future benchmarks will be based on trend data.

Performance Measure II: Percent of GED completers[1] who passed the GED.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
63%	63%	82%	-	85%	90%

[1] GED completers are students who completed all four GED subtests.

Benchmarks based on exceeding the national GED pass rate.

Objective D: Increase use of SkillStack® and availability of microcredentials.

Performance Measure I: Number of microcredentials awarded to non-secondary students[1].

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
360	879	3,604	-	3,964	4,324

[1]Non-secondary students include those associated with workforce training centers, Idaho Department of Correction/Juvenile Corrections, and other educational entities outside of secondary programs.
Benchmarks determined by applying a 10% and 20% increase over FY24.

Objective E: CTE students will successfully transition from secondary to postsecondary education to the workplace through a statewide career pathways model.

Performance Measure I: Percent of secondary concentrators[1] who graduated from high school having attained postsecondary credits in their relevant CTE program.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
42.3%	42.1%	26.2%[2]	-	44.0%	TBD

[1]A secondary concentrator is a student who has completed at least two courses in a single CTE program.
[2]Decrease is attributed to a methodology change beginning in FY24 which increased the total number of secondary concentrators.
Benchmark based on the federal Perkins state determined performance level. Five-year benchmark unavailable due to federal timeline.

Performance Measure II: Percent of postsecondary concentrators[1] who earned a recognized credential.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
40.1%	40.2%	37.3%	-	42.9%	TBD

[1]Postsecondary concentrators are students enrolled in a CTE program who earned at least 12 credits within a CTE program or completed a CTE program if the program encompasses fewer than 12 credits or the equivalent in total.
Benchmark based on the federal Perkins state determined performance level. Five-year benchmark unavailable due to federal timeline.

Performance Measure III: Percent of CTE capstone graduates who earned the workforce readiness and CTE diploma.[1]

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
53%	72%	82%	-	85%	90%

[1]Numbers are reported by LEAs and include duplicate students if students belong to more than one pathway and earn criteria for the diploma in multiple pathways.
Benchmarks based on applying a non-linear growth model, with gradual increases based on trends from FY22 to FY24.

Performance Measure IV: Percent of secondary CTE students who passed the Workplace Readiness Assessment (WRA).

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
71%	71%	73%	-	75%	75%

Benchmark based on IDCTE's target pass rate of 75% for the WRA.

Performance Measure V: Number of Career Technical Student Organization (CTSO) affiliated students.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
11,826	12,403	12,730	-	13,366	14,639

Benchmarks based on applying a linear growth model of 2.5%.

Performance Measure VI: Number of students who participated in work based learning (WBL) or individualized occupational training (IOT) courses in an approved program.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
1,787	1,980	2,307	-	2,584	2,630

Benchmarks based on applying a non-linear growth model, with gradual increases based on trends from FY22 to FY24.

Goal 3: Workforce readiness

The CTE system will provide a framework and pathways that allow learners to fully participate in their community, postsecondary educational, and workforce opportunities.

Objective A: CTE students will demonstrate college and career readiness.

Performance Measure I: Percent of secondary concentrators[1] who went on to postsecondary education (college-going rate).[2]

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
47%	57%	27%[3]	-	35%	40%

[1]A secondary concentrator is a student who has completed at least two courses in a single CTE program.
[2]Data sourced from National Student Clearinghouse.
[3]Decrease is attributed to a methodology change beginning in FY24 which increased the total number of secondary concentrators.
Preliminary benchmarks. Future benchmarks will be based on trend data following the methodology change.

Performance Measure II: Percent of secondary concentrators[1] who responded to a placement survey and reported being employed, in advanced training, military service, or a service program.[2]

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
Employed					
68%	26%	39%	-	30%	35%
Advanced training, military, or community service					
14%	7%	30%	-	30%	35%

[1]A secondary concentrator is a student who has completed at least two courses in a single CTE program.
[2]Data sourced from student survey responses.
Benchmarks based on applying a non-linear growth model, with gradual increases based on averages from FY22 to FY24.

Performance Measure III: Percent of postsecondary program completers[1] who were positively placed.[2,3]

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
78.4%	82.6%	73.6%	-	80.7%	TBD

[1] A postsecondary program completer is a CTE student who received a certificate or degree defined in Board Policy III.E.
[2]A student that is considered positively placed has remained in postsecondary education, is in advanced training, military service, a service program, or employed.
[3]Data sourced from student survey responses and National Student Clearinghouse.
Benchmark based on the federal Perkins state determined performance level. Five-year benchmark unavailable due to federal timeline.

Performance Measure IV: Percent of secondary capstone students who passed the Technical Skills Assessment (TSA).

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
68.0%	72.0%	71.0%	-	74.0%	TBD

Benchmark based on the federal Perkins state determined performance level. Five-year benchmark unavailable due to federal timeline.

Objective B: Non-credit training will provide additional support in delivering skilled talent to Idaho's employers.

Performance Measure I: Percent of increase in wages for Adult Education participants.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
TBD	TBD	TBD	-	TBD	TBD

Baseline data and benchmarks are pending and will be included upon receipt of data.

Performance Measure II: Percent of workforce training apprentices who passed the applicable licensing exams for HVAC, Electrical, and Plumbing.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
TBD	TBD	TBD	-	TBD	TBD

Baseline data and benchmarks are pending and will be included upon receipt of data.

Performance Measure III: Number of Fire Service events.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
Training events					
191	213	303	-	333	379
Testing events					
95	133	144	-	158	180

Benchmarks based on applying a 10% and 25% increase over FY24.

Performance Measure IV: Number of Integrated Education and Training (IET) completers[1].

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
320	174	131[2]	-	150	200

[1]IET completers are individuals who enroll in an adult education course that delivers adult education, workplace preparation and workforce training concurrently and contextually, and upon completion of that course attain an industry recognized certificate or pass an industry related exam required by an employer.
[2]Decrease is attributed to improved data collection methodology and a refined definition of IET completers. Preliminary benchmarks. Future benchmarks will be based on trend data following the methodology change.

Objective C: Expand employer and community engagement.

Performance Measure I: Number of industry partners using SkillStack® Recruit.

FY22 (2021-22)	FY23 (2022-23)	FY24 (2023-24)	FY25 (2024-25)	Benchmark FY26	Benchmark FY30
Total registered					
32	51	65	-	75	90
Actively using					
8	4	2	-	8	18

Benchmarks reflect modest growth in total registrations and target active usage at 10% and 20% of total registered industry users.

Key external factors

- Lack of knowledge, perceptions, and stigma regarding career opportunities available through career technical education programs.
- Ability to attract and retain qualified instructors, particularly those who are entering teaching from industry.
- Timely access to relevant, comprehensive, and accurate data from external reporting sources affects the ability of IDCTE to conduct statewide data analyses.

Evaluation process

Objectives will be reviewed at least annually, and more frequently if data is available. The IDCTE Leadership Team and CTE Advisory Council will review the data in terms of its alignment with objectives and assess progress toward reaching benchmarks. As necessary, the team will identify barriers to success, strategies for improvement, and any additional resources necessary to make measurable progress. As appropriate, IDCTE will make requests through its budget and legislative process to support the agency's goals and objectives.

Idaho Division of Vocational Rehabilitation (IDVR)

Strategic Plan

for

State Year 2026-2030

Prepared April 2025

Content and Format

The Strategic Plan (Plan) is divided into three sections. The first two sections describe the programs administered under the Idaho Division of Vocational Rehabilitation (IDVR). Each program (Vocational Rehabilitation and the Council for the Deaf and Hard of Hearing), independently outline specific goals, objectives, performance measures, benchmarks and/or baselines for achieving their stated goals. The final section addresses external factors impacting the Division, and SBOE's strategic plan evaluation process.

This Plan covers State Fiscal Years (SFY) 2026 through 2030.

The Idaho Division of Vocational Rehabilitation (IDVR) underwent profound operational and strategic shifts that necessitated a comprehensive revision of its goals, objectives, and performance measures between the 2024 Strategic Plan (SFY 2025–2029) and this 2025 Strategic Plan (SFY 2026–2030). The final section elaborates on the factors driving change within IDVR.

The Idaho Division of Vocational Rehabilitation's Strategic Plan for SFY 2026–2030 reflects updated goals, objectives, and performance measures, shaped by an evolving focus on financial stewardship, service sustainability, and operational excellence. While IDVR's mission and vision are targeted for refinement during this strategic cycle, the Division's steadfast commitment to empowering individuals with disabilities remains unchanged. Updated performance measures ensure continued alignment with IDVR's core purpose and position the agency to navigate current conditions while advancing long-term success for the people we serve.

Alignment with Idaho State Board of Education 2024 Strategic Plan

The Idaho Division of Vocational Rehabilitation (IDVR) maintains strong alignment with the Idaho State Board of Education (SBOE) Strategic Plan, particularly in supporting Goals 2 and 3 related to education access, attainment, and workforce readiness for students with disabilities. IDVR continues to facilitate pathways to post-secondary education and employment by supporting 2-year, 4-year, graduate, and apprenticeship opportunities for eligible Idahoans. Credential attainment and measurable skill gains are central to IDVR's performance tracking under Goal 1, Objective 1 of this Strategic Plan. Through its Pre-Employment Transition Services (Pre-ETS), IDVR also provides students with work-based learning experiences, career exploration activities, job readiness training, and counseling on post-secondary opportunities. IDVR remains

firmly committed to preparing Idaho's youth for successful transitions into higher education and the workforce, in alignment with the Board's vision for student success.

Vocational Rehabilitation

Vision

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

Mission

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

Vocational Rehabilitation

Goal 1: Enhance Financial Stewardship and Compliance

Objective 1.1: Ensure IDVR's Financial Sustainability

Strengthening oversight, improving fiscal controls, and maintaining compliance with federal and state regulations to ensure IDVR's financial sustainability.

- Strategies:
    - Enhance financial monitoring processes to ensure timely and accurate reporting.
    - Strengthen internal controls to prevent over-obligations and noncompliant expenditures.
    - Develop and implement contemporary strategic forecasting and financial modeling for better projections with IDVR's spending authority.
    - Develop staff training programs focused on fiscal responsibility, grant management, and compliance best practices.
    - Monitor, refine, and document completion of control activities.

Performance Measure 1.1.1: Percentage of staff trained on new RSA vetted fiscal policies, procedures, and internal controls.

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
--	--	--	0%	Available July 2025	95%	95%

Relation to Goal: Ensures staff are equipped to implement strengthened internal controls, promoting financial stewardship and regulatory compliance under Goal 1.

Objective 1.2: Address Fiscal Deficiencies and Improve Internal Controls

Meeting federal requirements for financial accountability and reporting accuracy.

- Strategies:
    - Address IDVR's corrective action plan to address high-risk grantee designation.
    - Establish clear guidelines for allowable and unallowable costs in compliance with 2 C.F.R. 200 and 34 CFR 361.48.
    - Ensure RSA-17 financial reports are accurate through establishment of a reconciliation process between IDVR's Case Management System

(Aware) and Idaho's Enterprise Resource Planning system (LUMA) submitted accurately.

Performance Measure 1.1.2: New controls established and functioning as intended as measured by required financial reports (RSA-17) submitted and accepted on time.

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
--	--	--	--	Available July 2025	100%	100%

Relation to Goal: Demonstrates IDVR's commitment to financial accuracy and accountability, supporting achievement of Goal 1.

Objective 1.3: Ensure Compliance with Pre-Employment Transition Services (Pre-ETS) Requirements

Mitigating risk of noncompliance with federal 15% Pre-ETS spending requirements while optimizing services. Additionally adhere to Idaho legislature intent language for SFY 2026 to target 17% for Pre-ETS expenditures.

- Strategies:
  - Develop a forecasting model to align Pre-ETS spending with mandated allocations.
  - Regularly review and adjust Pre-ETS programs to meet both compliance and service effectiveness.
  - Collaborate with educational institutions to optimize resource utilization for Pre-ETS.

Performance Measure 1.1.3: Pre-employment expenditures are at least 15 percent but no more than 17 percent.

1.1.3.1 Maintain ≥15% Pre-ETS spending annually
1.1.3.2 Maintain Pre-ETS spending within ±2% of 17% target for SFY 2026 (JFAC Intent Language)

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
--	--	--	15%	Available July 2025	17%	17%

Relation to Goal: Compliance with federal and state fiscal mandates ensures sustainable financial practices in support of Goal 1.

Objective 1.4: Achieve or Exceed Federally Negotiated Primary Performance Indicators (PPIs)

Achievement of these Primary Performance Indicators (PPIs) fulfills federal program requirements and demonstrates IDVR's commitment to service quality, program effectiveness, and financial stewardship. Strong performance on these indicators supports IDVR's efforts to sustain its financial and operational recovery while promoting employment success for Idahoans with disabilities. IDVR has established a stretch goal of maintaining performance growth expectations under the more difficult conditions of operating under an Order of Selection waitlist.

Strategies:

- Monitor and review PPI data quarterly to ensure progress toward negotiated targets.
- Implement targeted interventions to improve performance on indicators lagging benchmarks.
- Incorporate PPI performance review into staff training, supervision, and continuous improvement processes.
- Integrate PPI outcomes into fiscal and operational decision-making to support alignment with RSA and State Board of Education priorities.

Performance Measures 1.1.4: The following core Primary Performance Indicators are measured and reported annually to Rehabilitation Services Administration.

Performance Measure	SY2021	SY2022	SY2023	SY2024	SY2025	Benchmark	
						SY2026	SY2030
1. Employment Rate – 2nd Qtr after Exit	60.2%	63.2%	65.2%	64.5%	Avail July 2025	66%	68.5%
2. Employment Rate – 4th Qtr after Exit	58.2%	57.3%	62.7%	61.1%	Avail July 2025	63.7%	66.3%
3. Median Earnings – 2nd Qtr after Exit (per quarter)	$4,125	$4,456	$4,944	$5,380	Avail July 2025	$5,075	$5,500
4. Credential Attainment	41.9%	56.9%	61.1%	59.7%	Avail July 2025	65.2%	67.7%
5. Measurable Skill Gains	55.7%	58.6%	57.1%	58.9%	Avail July 2025	*58.9%	61.4%

Relation to Goal: Demonstrates effectiveness and quality of VR service delivery tied to compliance, stewardship, and employment outcomes, advancing Goal 1.
Benchmarks: All PPI benchmarks are negotiated with RSA for a two-year period in alignment with the Combined State Plan cycle. Benchmarks for SYs 25 & 26 were negotiated in April 2024 and are reflected in this plan.[1]Benchmarks for SY27 & 28 will be negotiated in May 2026.

Benchmarks for SY2029 are projected. Note: WIOA Title-IV programs have suspended Measurable Skill Gains as sanctionable for SY 2024 while the indicator is under further federal review.
Note: Data for SY2023 for PPI's 1 & 3 above reflects RSA's cohort period 7/1/2023-6/30/2024 & data for PPI's 2 and 4 above reflects RSA's cohort period 1/1/2023–12/31/2023 as they reach two and four quarters back to monitor program impact over time.

Goal 2: Optimize Service Delivery and Program Efficiency

Objective 2.1: Manage Order of Selection (OOS) to Address Backlog and Service Efficiency

Ensuring sustainable service delivery by addressing backlog, prioritizing high-need participants, reducing waste, and strictly adhering to allowable costs.

- Strategies:
  - Refine service prioritization to ensure participants receive only the necessary services, eliminating excess or non-essential supports.
  - Increase internal service delivery capacity to reduce reliance on external vendors and control costs.
  - Conduct periodic review of waitlist to determine likelihood of service utilization/promote accuracy for fiscal projections.
  - Implement a cost-containment strategy ensuring all issued services are strictly allowable (at the level of need) and aligned with program goals.
  - Develop data-driven decision-making tools to manage the backlog efficiently and equitably.

Performance Measure 2.1.1: Timely processing of applications as measured by the percentage of eligibilities (including disability priority assignment) completed within 60 days of application date (excluding formal Trial Work Plans).

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
--	--	--	90%	Available July 2025	90%	95%

Relation to Goal: Supports efficient service processing essential to managing OOS and resource sustainability under Goal 2.

Objective 2.2: Enhance Employer Partnerships and Job Placement Opportunities

Expanding employer collaboration to increase placements and reduce reliance on long-term VR supports.

- Strategies:

- Develop targeted outreach programs to engage employers in hiring individuals with disabilities.
- Offer training and support to employers on accommodating diverse workforces.
- Establish measurable goals for employer engagement and track progress.

Performance Measure 2.2.2: Percentage of multiple contacts within a year for Idaho employers

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
--	--	--	30%	Available July 2025	45%	60%

Relation to Goal: Supports efficient service processing essential to managing OOS and resource sustainability under Goal 2.

Goal 3: Strengthen Workforce Development and Retention

Objective 3.1: Strengthen IDVR's Readiness to Maximize Utilization of Available Resources

Relation to Goal: Preparing IDVR's workforce to effectively transition off Order of Selection (OOS) categories through enhanced training, process improvements, and financial calibration.

- Strategies:
  - Develop and implement training programs to ensure staff is equipped to transition into serving individuals on the waitlist.
  - Strengthen financial stewardship education to align staff understanding with IDVR's fiscal recalibration efforts including leveraging local level partners and maximize comparable benefits.
  - Improve internal process efficiency to enhance service delivery when OOS categories begin reopening.
  - Develop and conduct periodic readiness assessments to evaluate the agency's capacity to move off OOS while maintaining compliance and cost control.

Performance Measure 3.1.1 Percentage of Staff Trained on RSA vetted Corrective Action driven policies and procedures (field services-based training).

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
--	--	--	N/A	Available July 2025	95%	95%

Relation to Goal: Enhances workforce readiness and strengthens compliance competencies necessary for OOS transition and sustaining program integrity under Goal 3.

Objective 3.2: Improve Staff Training and Internal Controls
Addressing deficiencies in financial oversight through updated guidance, enhanced training, and targeted monitoring.

- Strategies:
  - Train staff on grant management, allowable expenditures, and period-of-performance compliance.
  - Develop a financial controls manual outlining required documentation and processes.
  - Implement regular review processes to ensure compliance with updated policies and that policies remain current, clearly articulating control responsibilities.
  - Articulation of an updated monitoring protocol which impacts all pilliars of IDVR.

Performance Measure 3.1.1 Percentage of IDVR Administration trained on RSA vetted policies and procedures (ensuring strong financial controls through an administration-based training).

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
--	--	--	N/A	Available July 2025	100%	100%

Relation to Goal: Enhances workforce readiness and strengthens compliance competencies necessary for OOS transition and sustaining program integrity under Goal 3.

Goal 4: Improve Community Rehabilitation Program (CRP) Collaboration

Objective 4.1: Reevaluate and Adjust CRP Service Rates
Ensuring rate structures sustain quality services while maintaining fiscal control and promoting better quality service.

- Strategies:
  - Conduct a comprehensive analysis of current CRP rates and service costs.
  - Engage CRP partners in discussions to ensure rates are fair and sustainable.
  - Implement rate adjustments that reflect the true cost of services while maintaining fiscal responsibility.

Performance Measure 4.1.1: Percentage of core VR plan CRP services operating under contract with differentiated rates approved by Idaho Division of Purchasing, and RSA.

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
0%	0%	0%	0%	Available July 2025	100%	100%

Relation to Goal: Ensures quality, cost-effective service delivery to IDVR participants by improving CRP engagement and sustainability, supporting Goal 4.

Note: These core services are listed in IDVR's CRP Manual February 2025 revision under Section 2: CRP Service Definitions and Fee Schedule.

Objective 4.2: Strengthen CRP Documentation, Referral Processes, and Service Quality
Ensuring Team Members and CRP partners have clear documentation, improving appropriate referrals, and monitoring service duration variability for increased accountability and effectiveness.

- Strategies:
  - Strengthen documentation for CRP partners and internal staff to ensure clarity on service expectations and compliance.
  - Provide training for IDVR staff on CRP services, ensuring appropriate referrals based on service needs and participant eligibility.

- Implement a variability analysis snapshot to assess service duration and utilization trends, facilitating informed discussions between CRPs and IDVR.
- Monitor service hour utilization to ensure an appropriate level of individualized services while minimizing waste.
- Establish clear performance metrics and accountability measures for CRP partners, with ongoing evaluations to ensure service effectiveness.
- Work with the State Rehabilitation Council to implement satisfaction surveys for participants who are still engaged in plans (in addition to satisfaction surveys after closure).

Performance Measure 4.2.1: Participant Satisfaction at Closure with at least one associated CRP Service on a formal VR plan.

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
80.73%	84.90%	77.76%	87.33%	Available July 2025	90%	95%

Relation to Goal: Measures participant satisfaction as a direct outcome of improved CRP service quality and engagement under Goal 4.

Goal 5: Strengthen Fiscal Forecasting and Risk Management

Objective 5.1: Develop and Implement a Comprehensive Fiscal Forecasting Strategy

Ensuring financial sustainability by developing a robust fiscal forecasting framework that aligns with WIOA requirements and modern workforce and agency trends.

- Strategies:
  - Develop an enterprise-wide fiscal forecasting model that accounts for WIOA conditions and evolving workforce dynamics.
  - Use data analytics to enhance decision-making, ensuring program funding aligns with long-term workforce trends and service demand.
  - Implement an Enterprise Risk Dashboard that clearly communicates risk ownership across frontline staff, second-line oversight, and third-line audit and compliance functions.
  - Provide clear agency-wide guidance on expected risk management responsibilities at all levels of the organization.

Performance Measure 5.1.1:

Document and track utilization of the Enterprise Risk Dashboard across all designated staff and leadership roles.

5.1.1.1 Achieve 100% quarterly updates to the Enterprise Risk Dashboard beginning SFY 2027, including documented (at least) quarterly review with the Strategic Leadership team.

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
N/A	N/A	N/A	N/A	Available July 2025	100%	100%

Relation to Goal: Embeds enterprise risk management into agency governance processes, strengthening fiscal forecasting under Goal 5.

5.1.1.2 Achieve 95% VR staff compliance with risk management role acknowledgment and training annually (for roles with assigned risk ownership responsibilities).

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2030
--	--	--	*100%	Available July 2025	100%	100%

Relation to Goal: Ensures agency-wide awareness and execution of risk ownership, enhancing fiscal resilience and forecasting accuracy aligned with Goal 5.

*Completed by 4/1/2024

Role of CDHH

The 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 following is the Council for the Deaf and Hard of Hearing's Strategic Plan.

Mission

Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.

Vision

To ensure that individuals who are deaf, hard of hearing, or hearing impaired have a centralized location to obtain resources and information about services available.

Goal #1 – Work to increase access to employment, educational and social interaction opportunities for persons who are deaf or hard of hearing.

1. **Objective**: Continue to provide information and resources.

Performance Measure 1.1: Track when information and resources are given to consumers.

Benchmark: 2 or more new brochures or information packets created in SY26

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2029
59 Library loans 40 pkgs of info 166 FB posts 11,340 clear masks & paper masks distributed	70 Library loans 80 pkgs of info 169 FB posts 14,578 people reached	50 Library loans 33 pkgs of info 2,136 FB posts 29 IG posts 19,382 people reached	20 Library Loans 15 pkgs of info 2,400 Social Media posts 26,000 people reached	Available July 2025	40 Library Loans 30 pkgs of info 2,600 Social Media posts 27,000 people reached	80 Library loans 60 pkgs of info 2,600 FB posts 300 IG posts 30,000 People reached

Goal #2 – Increase the awareness of the needs of persons who are deaf and hard of hearing through educational and informational programs.

1. **Objective**: Continue to increase awareness.

Performance Measure 2.1: Deliver presentations and training to various groups through education and social media.

Benchmark: 49 or more presentations delivered in SY26

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2029
51	49	62	54	Available July 2025	54	70 *SY28(70)*

Goal #3 – Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.

1. **Objective:** Continue encouraging consultation and cooperation.

Performance Measure 3.1: Track when departments, agencies, and institutions are cooperating (such as Department of Corrections and Health and Welfare).

Benchmark: Track all calls in SY26

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2029
48	50	44	55	Available July 2025	57	60 *SY28(55)*

Goal #4 – Provide a network through which all state and federal programs dealing with the deaf and hard of hearing individuals can be channeled.

1. **Objective:** The Council's office will provide the network.

Performance Measure 4.1: Track when information is provided.

Benchmark: Track all calls in SY26

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2029
7,173 calls	5,299 calls/text 12,155 emails	15,417 calls/text 29,380 emails	12,200 calls/text 34,000 emails	Available July 2025	Track	Track

Goal #5 – Determine the extent and availability of services to the deaf and hard of hearing, determine the need for further services and make recommendations to government officials to ensure that the needs of deaf and hard of hearing citizens are best served.

1. **Objective:** The Council will determine the availability of services available.

Performance Measure 5.1: The Council will administer assessments and facilitate meetings to determine the needs

Benchmark: Meet goal in SY26

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2029
Met	Met	Met	Met	Available July 2025	Meet goal	Meet goal

Goal #6 – To coordinate, advocate for, and recommend the development of public policies and programs that provide full and equal opportunity and accessibility for the deaf and hard of hearing persons in Idaho.

1. **Objective:** The Council will make available copies of policies concerning deaf and hard-of-hearing issues.

Performance Measure 6.1: Materials that are distributed about public policies

Benchmark: Meet goal in SY26

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2029
Met	Met	Met	Met	Available July 2025	Meet goal	Meet goal

Goal #7 – To monitor consumer protection issues that involve the deaf and hard of hearing in the State of Idaho.

1. **Objective**: The Council will be the "go to" agency for resolving complaints from deaf and hard of hearing consumers concerning the Americans with Disabilities Act.

Performance Measure 7.1: Track how many complaints are received regarding the ADA.

Benchmark: Track all complaints in SY26

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2029
160 ADA Issues	155 ADA Issues	184 ADA Issues	204 ADA Issues	Available July 2025	Track Issues	Track Issues

Goal #8 – Submit periodic reports to the Governor, the legislature, and departments of state government on how current federal and state programs, rules, regulations, and legislation affect services to persons with hearing loss.

1. **Objective:** The Council will submit reports.

Performance Measure 8.1: Reports will be accurate and detailed

Benchmark: Complete for SY26

SY 2021	SY 2022	SY 2023	SY 2024	SY 2025	Benchmark	
					SY 2026	SY 2029
Completed	Completed	Completed	Completed	Available July 2025	Pending	Pending

External Factors Impacting IDVR

The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the customers served and the variety of disabilities addressed. Challenges facing the Division are addressed below:

Why Metrics Changed in the 2025-2030 Strategic Plan

The Idaho Division of Vocational Rehabilitation (IDVR) underwent profound operational and strategic shifts that necessitated a comprehensive revision of its goals, objectives, and performance measures between the 2024 Strategic Plan (SFY 2025–2029) and the 2025 Draft Strategic Plan (SFY 2026–2030).

Three major shifts help explain the changes:

- Strategic Lens Shift: The 2024 Strategic Plan emphasized expansion, seeking to grow the participant base through extensive outreach and engagement activities. In contrast, the 2025 Draft Plan adopts a new lens, focused on program sustainability through targeted, risk-informed service delivery. This shift reflects the critical need to balance program resources, maintain compliance, and mitigate fiscal and operational risks.
- Operational and Environmental Factors:
    - Federal Oversight and Corrective Action: Following RSA's high-risk grantee designation, IDVR operates under intensified fiscal scrutiny, requiring documented corrective actions to strengthen internal controls and financial management.
    - Order of Selection (OOS) Implementation: With full implementation of OOS in Fall 2024, IDVR closed all service categories for new applicants due to insufficient financial resources. Moving forward, IDVR will prioritize reopening access for individuals with the Most Significant Disabilities (MSD) first when financial conditions allow.
    - Fiscal Constraints: Solid fiscal projections for future operations become possible this year, however not before this strategy must be submitted, as the Division work through Specific Conditions imposed by our federal funding stakeholder and works to restate past fiscal reports.
    - Personnel Reductions and Strategic Hiring: IDVR operates with a significantly reduced workforce intended to achieve salary savings. The staffing shortage is not compatible with the prior strategy to engage in

outreach, meet volume targets, and sustain previous levels of participant growth and service engagement.

Together, these factors have led to a necessary recalibration of IDVR's goals, strategies, and performance measures to focus on sustainable service delivery, internal risk management, financial stewardship, and regulatory compliance.

EVALUATION PROCESS

The State Board of Education Planning, Policy, and Governmental Affairs Committee reviews the Idaho Division of Vocational Rehabilitation strategic plan on an annual basis. Changes may be brought forward to the Board for consideration in future meetings. This review and re-approval take into consideration performance measures reported to the Board in the October meeting.

FY 2026-2030
STRATEGIC PLAN

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.

VISION STATEMENT
Inspire, enrich and educate the people we serve, enabling them to make a better world.

SBoE GOAL 1: EDUCATIONAL READINESS (student-cente-red)
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.

IdahoPTV Objective:

Objective: Be a relevant, educational and informational resource to all citizens.

Performance Measures:
I. Number of educational outreach and training events for teachers, students and parents.[1]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
58	135	97	164		130	160

II. Average number per month during the school year of local unique users utilizing PBS learning media.[2]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
9,997	7,567	7,059	8,356		7,500	8,500

SBoE Goal 2: EDUCATIONAL ACCESS
Increase access to Idaho's robust educational system for all Idahoans, regardless of socioeconomic status, age, or geographic location.

IdahoPTV Objectives:

Objective A: Maintain a digital statewide infrastructure in cooperation with public and private entities.

Performance Measures:
I. Number of DTV translators.[3]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
46	46	46	46		46	46

II. Percentage of Idaho's population within our signal coverage area.[4]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
98.8%	98.9%	98.9%	98.9%		98.9%	98.9%

Objective B: Nurture and foster collaborative partnerships with other Idaho state entities and educational institutions to provide services to the citizens of Idaho.

Performance Measure:
Number of partnerships with other Idaho state entities and educational institutions.[5]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
55	68	129	153		100	125

Objective C: Provide access to IdahoPTV new media content to citizens, anywhere, that supports participation and education.

Performance Measures:
I. Number of visitors to our websites.[6]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
1,979,811	857,687	880,086	679,477		750,000	850,000

II. Number of visitors to IdahoPTV/PBS video player.[7]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
915,331	1,900,128	1,925,505	1,548,261		1,500,000	1,700,000

III. Number of alternative delivery platforms and applications on which our content is delivered.[8]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
13	14	15	18		21	21

Objective D: Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.

Performance Measure:
Number of broadcast hours of educational programming.[9]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
24,918	23,835	23,228	24,379		23,000	23,000

Objective E: Contribute to a well-informed citizenry.

Performance Measure:
Number of broadcast hours of news, public affairs and documentaries.[10]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
12,329	11,876	11,628	12,245		12,000	12,000

Objective F: Provide relevant Idaho-specific information.

Performance Measure:
Number of broadcast hours of Idaho-specific educational and informational programming.[11]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
2,431	1,592	1,552	1,104		1,200	1,300

Objective G: Provide high-quality, educational television programming and new media content.

Performance Measure:
Number of awards for IdahoPTV media and services.[12]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
81	67	73	68		55	60

Objective H: Operate an effective and efficient organization.

Performance Measures:
I. Total FTE in content delivery and distribution.[13]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
18	16.8	17.8	17		<24	<24

II. Successfully comply with FCC policies/PBS programming, underwriting and membership policies/CPB guidelines.[14]

FY21 (2020-2021)	FY22 (2021-2022)	FY23 (2022-2023)	FY24 (2023-2024)	FY25 (2024-2025)	Benchmark	
					FY26	FY30
Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes		Yes/Yes/Yes	Yes/Yes/Yes

KEY EXTERNAL FACTORS

Funding – As outlined in the Legislative Budget Book, Idaho Public Television has two functional areas: (1) a statewide delivery system; and (2) content creation and acquisition. The General Fund supports the maintenance and administration of the statewide delivery system, which delivers educational, governmental, informational, emergency information, and cultural content via a statewide infrastructure that reaches 98.8% of Idaho households. The delivery system also feeds cable, satellite, and internet-attached devices. Idaho Public Television's funding depends upon a combination of State General Funds; annual grants from the Corporation for Public Broadcasting (CPB), a private non-profit, that receives its revenue from Congress; Federal grants; and private donations from individuals, corporations and foundations. All four of these sources are subject to changes in economic conditions, political considerations, and competition from other non-profits and government entities. Historically the largest portion of funding for Idaho Public Television comes from voluntary private contributions. Idaho Public Television ranks in the top one-third of Public Broadcasting Service (PBS) stations nationwide for overall donor revenue and donor retention. Average contribution per donor is $173.58 per year. Philanthropic giving is directly affected by many external factors such as global events, federal and state charitable giving laws, and inflated cost-of-living factors that diminish discretionary giving budgets. In FY 2024 IdahoPTV received funding for infrastructure projects from the Idaho Permanent Building Fund Advisory Council to replace aging transmitters and antennas at four of five hilltops adjacent to large population areas around the state. Although these funds are helpful and are used to replace vital infrastructure projects for broadcasting content, they also assist with public safety aspects of our work.

Regulatory Changes – With the greatest portion of Idaho Public Television funding coming from private contributions, the changes to federal tax policy have the distinct potential to impact charitable giving. In addition, Idaho Public Television operates under numerous other rules and regulations from entities such as the Federal Aviation Administration, Federal Communications Commission, Department of the Interior, Department of Agriculture, Department of Education, Department of Homeland Security, and others. Changes to those departments, policies and regulations could impact operations.

With the recent Administration change, the FCC is signaling a possible new way of interpreting FCC rules and regulations, including underwriting.

Broadband/New Media Devices – As viewers increasingly obtain their video content via new devices and platforms (smartphones, smart TVs, social media, etc.), in addition to traditional broadcast, cable and satellite, Idaho Public Television must invest in the technology to meet our viewers' needs and to make sure our content and services are available when and where viewers want to access them. Because of these new viewing platforms, the ability of public television stations to raise private contributions and other revenue continues to be a significant challenge.

Television Standard – A new television broadcast standard, ATSC 3.0, is still being rolled out in different markets around the U.S. This new standard will make all previous television equipment obsolete for both the broadcaster and the consumer. As of this writing, adoption of this new standard is still voluntary. We do not know if it will become mandatory. Planning for this new standard is already underway; and as equipment is replaced, every effort is being made to ensure it is upgradable to the new standard. Significant new funding will need to be obtained to make this technology change happen. A competitive grant from FEMA for upgrading old technology to new ATSC 3.0 technology, which has better emergency alerting systems, has been made available but may be in question due to changes at FEMA. It is currently paused.

Aging Equipment and Public Safety – Much of the equipment in our statewide broadcast network has been depreciated, and the expected lifespan has been surpassed. A long-range plan and funding strategy have been developed, and we are looking at avenues in state government, private and federal grants, as well as other private funds, to support capital replacement. IdahoPTV is working closely with the Idaho Military Division-Public Safety Communications to ensure that digital microwave connectivity for our signal and that of first responders is available. We work with Idaho Office of Emergency Management to build upon existing strategies and explore emerging technologies in emergency communication, an area of mutual interest. 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 live broadcast and media pool coverage of disaster related events; transmission of mandatory national alerts via the Emergency Alert System, including geo-targeted Amber Alerts, weather and emergency information distributed to all broadcast markets in the state; the backup alert signals for wireless carriers in the state called Wireless Emergency Alerts (WEA), which is currently delivered using PBS' Warning, Alert and Response Network (WARN) and IdahoPTV's infrastructure.

EVALUATION PROCESS

Idaho Public Television uses the following methods to evaluate our services:

We are a member of the Organization of State Broadcasting Executives (OSBE), an association of chief executive officers of state public broadcasting networks, whose members account for almost half of the transmitters in the public television system. OSBE gathers information, keeps years of data on file, and tracks trends. OSBE members are represented on the policy teams for our national organizations, including PBS, America's Public Television Stations, and National Educational Telecommunications Association.

We have a statewide advisory Friends board, currently 29 directors and 17 emeritus directors, with broad community and geographic representation. This board meets formally on a quarterly basis. It serves as a community sounding board to provide input.

Through Nielsen data, Google Analytics, Domo Business Analytics (in partnership with PBS analytics) and other research information, we have access to relevant metrics to make informed and successful marketing and programming decisions. Viewership helps determine which content is most relevant to the community we serve and how to best serve the people of Idaho. We also receive feedback from the community regarding our work. Our production team ascertains issues in the community and uses this information to plan local program productions.

We prepare and post on the FCC website lists of programs we air that provide the station's most significant treatment of community issues. We are also required to submit to the FCC and public all sponsors that appear on our air.

IdahoPTV continues to do qualitative and quantitative research on existing programs. Surveys have been conducted and research has been executed by external entities to design content, define platform use, and metrics for success. It has proved a useful tool to launch a new series or re-engineer an existing one. External groups have provided surveys and analytics, demographic data, environmental scans, content audits and communications plans. We have also used surveys and other analytical tools to look at what our education department is doing for Idaho communities and how people see our work. We see this as a way to better understand and serve all Idahoans on all platforms.

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1. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
2. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
3. Benchmark is based on industry standard and the need to reach as many Idahoans as possible via all the content and video technologies. Translators are low-power transmitters which are commonly used to extend the reach of broadcast signal into rural areas.
4. Benchmark is based on industry standard and the need to reach as many Idahoans as possible via all the content and video technologies.
5. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
6. Benchmark is based on agency research and the need to reach as many Idahoans as possible via all the content and video technologies and to reach younger demographics.
7. Benchmark is based on agency research and the need to reach as many Idahoans as possible via all the content and video technologies and to reach younger demographics.
8. Benchmark is based on agency research and the need to reach as many Idahoans as possible via all the content and video technologies and to reach younger demographics. Alternative delivery methods are defined by Internet delivered content through apps, hardware and websites and include platforms such as YouTubeTV, Hulu Live, Amazon Prime, PBS app, etc. Alternate methods change from time to time but are generally seen as expanding our reach.
9. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
10. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
11. Benchmark is based on an analysis of historical trends combined with desired level of achievement.
12. Benchmark is based on industry standard combined with desired level of achievement.
13. Benchmark is based on industry standard combined with analysis of workforce needs. 24 FTE's is the standard number of personnel needed for content distribution based on peer group comparison in the PBS system.
14. Benchmark is based on industry standard of best practices.

IPCSC

IDAHO PUBLIC CHARTER SCHOOL COMMISSION

Strategic Plan 2025-2029

Idaho Public Charter School Commission

514 W Jefferson St Ste. 303

Boise, Idaho 83702

Phone: (208)332-1561

Alan Reed, Chairman

Korey Mereness, Director

Part I. Agency Overview

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.

For charter schools that 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 – Reward high-performing charter schools with enhanced autonomy.
- 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.

Part II. Performance Measures

Summary
Goal 1: Strengthen Academic Framework Application
Objective: Improve consistency in evaluating the academic quality of charter petitions and renewals.
Key Actions:

- Conduct regular team-wide training and reviews of the Academic Framework.
- Maintain and update academic evaluation tools and checklists.
- Review trends in student outcomes to adjust academic criteria as needed.

Performance Indicators:

- 100% staff completion of academic framework trainings.
- Academic checklist used in 100% of petition and renewal reviews.

Goal 2: Standardize Operational Framework Use
Objective: Enhance the assessment of governance, leadership, and compliance standards across charter schools.
Key Actions:

- Implement ongoing training for staff and school boards on operational expectations.
- Maintain a clear, accessible Operational Framework Reference Guide.
- Monitor governance effectiveness through annual reporting and evaluations.

Performance Indicators:

- 100% staff and board access to operational guidance materials.
- Annual internal audit confirms 100% application of framework standards.

Goal 3: Institutionalize Financial Framework Metrics
Objective: Promote fiscal transparency, risk mitigation, and uniformity in financial assessments.
Key Actions:

- Conduct training on fiscal health indicators and financial risk analysis.
- Use financial review checklists and standardized tools in all financial evaluations.
- Review charter school financial data annually to ensure fiscal health.

Performance Indicators:

- All staff trained in financial framework application.
- Annual evaluations indicate 100% framework alignment.

Goal 4: Support Charter School Development and Capacity-Building
Objective: Foster high-quality charter school growth and sustainability through professional development and technical assistance.
Key Actions:

- Work with agency partners to facilitate extra support for charter schools.
- Identify and contact charter school that may benefit from additional support.

Performance Indicators:

- Minimum of 5 charter school identified for this support.

Goal 5: Expand Educational Accountability and Support
Objective: Provide proactive support to schools across their life cycles to improve performance and student outcomes.
Key Actions:

- Utilize IPCSC's framework metrics to ensure viability of charter schools.
- Establish a mentorship network between established and emerging charter schools.

Performance Indicators:

- At least 75% of schools access IPCSC-provided support services each year.
- 90% of participating schools report increased confidence in operational and instructional capacity.

Part III: Monitoring and Accountability
Lead Assignments:

- Framework Leads will oversee academic, operational, and financial monitoring.
- IPCSC Team will coordinate the extra support for identified charter schools.

Progress Monitoring:

- Biannual strategic plan reviews.
- Annual performance report detailing KPI progress and adjustments.

Compliance Alignment:

This plan meets all strategic planning requirements under Idaho Code §67-1901–1905 and DFM guidance, including measurable objectives, timelines, and review processes.

SUBJECT

Temporary Rule – Docket No. 08-0203-2503, Rules Governing Thoroughness

REFERENCE

June 2024	Board approved temporary rule, Docket 08-0203-2402, updating content standard approval dates.
August 2024	Board approved temporary rule, Docket 08-0203-2403, updating Special Education Manual and approval dates.
August 2024	Board Approved Proposed rule, Docket 08-0203-2401, updating incorporated by reference, graduation requirements, and removal of special education sections.
November 2024	Board Approved Pending rule, Docket 08-0203-2401, updating incorporated by reference, graduation requirements, and removal of special education sections.

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.03, *Rules Governing Thoroughness*
Idaho Code Title 67, Chapter 52, Idaho Administrative Procedures Act
Sections 33-116, 33-118, and 33-1612, Idaho Code

BACKGROUND/DISCUSSION

IDAPA 08.02.03, Rules Governing Thoroughness, sets out provisions aimed at ensuring a thorough system of public education. These minimum requirements include, but are not limited to: content standards, high school graduation requirements, comprehensive statewide assessment system, and Idaho's state and federal accountability framework.

The Board adopts updates to the Special Education Manual. The Special Education Manual is incorporated by reference in IDAPA 08.02.03.

The Idaho Special Education Manual was recently revised to update the eligibility criteria for Specific Learning Disability (SLD) following an inquiry from the U.S. Department of Education's Office of Special Education Programs (OSEP) in 2023. Due to timing and procedural requirements for public input under IDEA, one section of the eligibility criteria could not be addressed during that revision.

The language in Chapter 4, Section 7 of the manual specifies that all disabilities except for Developmental Delay are eligible for special education for students from the age of 3. Currently, Specific Learning Disabilities are eligible for special education for students beginning in kindergarten. It is necessary to pursue a temporary rule to ensure that local education agencies begin the 2025-2026 school

year with a federally compliant Special Education Manual. Without this change taking place for the 2025-2026 school year, OSEP could put restrictions on the IDEA grant to the state (approximately 71 million with 90% distributed to LEAs).

IMPACT

Should the Board approve, and the Governor promulgate, this temporary rule would go into effect on August 20, 2025, and expire upon the legislature adjourning sine die at the conclusion of the 2025 legislative session.

As some of the revision to this rule are exempt from negotiation and need to be in place prior to the start of the school year, but other revisions under consideration do not, this temporary rule is being presented separately from a forthcoming proposed, permanent rule. The final proposed rule, which will include the revisions presented in this temporary rule, will be considered by the 2026 legislature. These revisions would be codified upon the concurrent resolution of both committee floors with identical action as of sine die of the 2026 legislative session.

ATTACHMENTS

Attachment 1 – Notice of Rulemaking Adoption of Temporary Rule - Rules Governing Thoroughness
Attachment 2 – Temporary Rule Docket No. 08-0203-2503 - Rules Governing Thoroughness

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of proposed temporary rule Docket Number 08-0203-2503, as presented in Attachment 1.

BOARD ACTION

I move to approve temporary rule – Docket 08-0203-2503, as submitted in Attachment 1 contingent upon the Board's receipt of the Governor's approval to promulgate the temporary rule.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAPA 08 – STATE BOARD OF EDUCATION

08.02.03 - RULES GOVERNING THOROUGHNESS

DOCKET NO. 08-0203-2503 *(OARC will assign)*

NOTICE OF RULEMAKING - ADOPTION OF TEMPORARY RULE

EFFECTIVE DATE: The effective date of the temporary rule is August 20, 2025.

AUTHORITY: In compliance with Sections 67-5226, Idaho Code, notice is hereby given this agency has adopted a temporary rule. The action is authorized pursuant to Sections 33-105, 33-116, 33-118, and 33-1612, Idaho Code.

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

The Idaho Special Education Manual was recently revised to update the eligibility criteria for Specific Learning Disability (SLD) following an inquiry from the U.S. Department of Education's Office of Special Education Programs (OSEP) in 2023. Due to timing and procedural requirements for public input under IDEA, one section of the eligibility criteria could not be addressed in the same revision.

The language in Chapter 4, Section 7 of the manual specifies that all disabilities except for Developmental Delay are eligible for special education for students from the age of 3. Currently, Specific Learning Disabilities are eligible for special education for students beginning in kindergarten.

TEMPORARY RULE JUSTIFICATION: Pursuant to Section(s) 67-5226(1)b, Idaho Code, the Governor has found that temporary adoption of the rule is appropriate for the following reasons:

The problem cannot be addressed by non-regulatory measures. It is necessary to pursue a temporary rule to ensure that local education agencies begin the 2025-2026 school year with a federally compliant special education manual. Without this change taking place for the 2025-2026 school year, OSEP could put restrictions on the IDEA grant to the state (approximately 71 million with 90% going to LEAs).

FEE SUMMARY: Pursuant to Section 67-5226(2), the Governor has found that the fee or charge being imposed or increased is justified and necessary to avoid immediate danger and the fee is described herein: NA

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

Anyone may submit written comments regarding the proposed rulemaking. All written comments must be directed to the undersigned and must be delivered on or before July 24, 2024.
DATED this 17th day of May, 2024.

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

08.02.03 – RULES GOVERNING THOROUGHNESS

000. LEGAL AUTHORITY.
All rules in this Thoroughness chapter (IDAPA 08.02.03) are promulgated pursuant to the authority of the State Board of Education under Article IX, Section 2 of the Idaho Constitution and under Sections 33-116, 33-118, and 33-1612, Idaho Code. Specific statutory references for particular rules are also noted as additional authority where appropriate. (3-15-22)

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

002. -- 003. (RESERVED)

004. INCORPORATION BY REFERENCE.
The following documents are incorporated into this rule: (3-15-22)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. (3-15-22)

a. Arts and Humanities Categories: (3-15-22)

i. Dance, as revised and adopted on June 12, 2024; (7-1-25)

ii. Interdisciplinary Humanities, as revised and adopted on June 12, 2024; (7-1-25)

iii. Media Arts, as adopted on June 12, 2024. (7-1-25)

iv. Music, as revised and adopted on June 12, 2024; (7-1-25)

v. Theater, as revised and adopted on June 12, 2024; (7-1-25)

vi. Visual Arts, as revised and adopted on June 12, 2024; (7-1-25)

vii. World languages, as revised and adopted on June 12, 2024. (7-1-25)

b. Computer Science, adopted on June 12, 2024. (7-1-25)

c. Driver Education, as revised and adopted on June 12, 2024. (7-1-25)

d. Health, as revised and adopted on August 24, 2022. (4-6-23)

e. Information and Communication Technology, as revised and adopted on June 12, 2024. (7-1-25)

f. Physical Education, as revised and adopted on August 24, 2022. (4-6-23)

g. Social Studies, as revised and adopted on June 12, 2024. [**note – Grade 4 Social Studies and Grade 6-12 U.S. World History 1 remain as adopted on November 28, 2016.*] (7-1-25)

h. College and Career Readiness Competencies adopted on June 15, 2017. (3-15-22)

02. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of

Hearing. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. (3-15-22)

03. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. (3-15-22)

04. The Idaho Special Education Manual. The Idaho Special Education Manual as adopted by the State Board of Education on November 21, 2024. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. ~~(7-1-25)~~(8-20-2025)

005. -- 006. (RESERVED)

SUBJECT

Proposed Rule – Docket No. 08-0202-2501, Rules Governing Uniformity

REFERENCE

August 2024	Board approved proposed rule docket 08-0202-2401, aligning teacher apprenticeship and certification with statute and federal law amendments.
November 2024	Board approved pending rule docket 08-0202-2401, aligning teacher apprenticeship and certification with statute and federal law amendments.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.02, Rules Governing Uniformity
Idaho Code Title 67, Chapter 52, Idaho Administrative Procedures Act

BACKGROUND

Administrative rules promulgated under the Board's authority include IDAPA 08, IDAPA 55, and IDAPA 47.

Executive Order 2020-01, *Zero Based Regulations*, created an ongoing review process for all existing rules as of June 30, 2020. Each rule chapter is required to be reviewed by the agency that promulgated the rule, according to a schedule established by the Division of Financial Management (DFM). no later than legislative adjournment *sine die* in 2026. HB563 (2024) amended Section 67-5292, Idaho Code, to establish an ongoing five-year cycle for review of all administrative rules. The Office of the Administrative Rules Coordinator will publish a schedule for rule review prior to the expiration of Executive Order 2020-01.

DISCUSSION

Notice of Intent to Promulgate Rules regarding Docket No. 08-0202-2401 – IDAPA 08.02.02 *Rules Governing Uniformity*, was published in the June 4, 2025 (Vol 25-6) Idaho Administrative Rules Bulletin.

The proposed changes to subsection 08.02.02.076, *Code of Ethics for Idaho Professional Educators,* aim to reduce unethical interactions between educators and students by limiting educator/student communications to district approved devices and platforms that can be viewed and monitored by district staff. Communication tends to be more professional when personal accounts are not used, and educators are aware that communication with students is not private. Additionally, changes clarify that it is unethical to use a district device or network to engage in any sexually explicit activity, not just accessing pornography. Finally, proposed language provides that co-mingling public funds with any personal account is unethical, not just personal bank accounts. The final change regarding the code of ethics section is to clarify that professionalism is not limited to conduct with colleagues but encompasses all professional conduct.

Additional amendments include adding the word “standard” before the CTE Administrator certificate, indicating it falls within the same classification as other standard certificates and is eligible for reinstatement. The rule also clarifies requirements for using alternative routes to add endorsements for current certificate holders, eliminates duplicative language regarding minimum required coursework for all CTE instructional staff, and includes a reference to the new lifetime certificate.

IMPACT

If the State Board of Education approves the proposed rule, it will be submitted to the Division of Financial Management Office of the Administrative Rules Coordinator and will be published as a proposed rule.

A 21-day public feedback period follows the publication of proposed rules. During this time, stakeholders and members of the public may provide additional feedback on the drafted text. Once approved, pending rules will be submitted for final publication and are then forwarded to the legislature for consideration. Pending rules become effective at the end of the legislative session in which they are submitted if they are not rejected by the Legislature.

ATTACHMENTS

Attachment 1 – Notice of Rulemaking, Proposed rule
Attachment 2 – Proposed Rule Docket No. 08.0202.2501, Rules Governing Uniformity
Attachment 3 – Negotiated Meeting Feedback summary

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of proposed rule Docket Number 08.0202.2501, as presented in Attachment 2.

BOARD ACTION

I move to approve proposed rule – Docket Number 08.0202.2501, as submitted in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAPA 08 – STATE BOARD OF EDUCATION

08.02.02 - RULES GOVERNING UNIFORMITY

DOCKET NO. 08-0202-2501

NOTICE OF RULEMAKING - PROPOSED RULE

AUTHORITY: In compliance with Section 67-5221(1), Idaho Code, notice is hereby given that this agency has initiated proposed rulemaking procedures. The action is authorized pursuant to Article IX, Section 2, Idaho Constitution and under Sections 33-105, 33-107, 33-116, and 33-1612, Idaho Code.

PUBLIC HEARING SCHEDULE: Public hearing(s) concerning this rulemaking will be scheduled if requested in writing by twenty-five (25) persons, a political subdivision, or an agency, not later than October 15, 2025.

The hearing site(s) will be accessible to persons with disabilities. Requests for accommodation must be made not later than one (1) day prior to the hearing, to the agency address below.

DESCRIPTIVE SUMMARY: The following is a nontechnical explanation of the substance and purpose of the proposed rulemaking:

The proposed changes to subsection 08.02.02.076, Code of Ethics for Idaho Professional Educators aim to reduce unethical interactions between educators and students by limiting educator/student communications to district approved devices and platforms that can be viewed and monitored by district staff. Communication tends to be more professional when personal accounts are not used, and educators are aware that communication with students is not private. Additionally, changes clarify that it is unethical to use a district device or network to engage in any sexually explicit activity, not just accessing pornography. Finally, proposed language provides that co-mingling public funds with any person account is unethical, not just personal bank accounts. The final change regarding the code of ethics section is to clarify that professionalism is not limited to conduct with colleagues but encompasses all professional conduct.

Additional amendments, add the word “standard” prior to the CTE Administrator certificate, indicating it is in the same classification as other standard certificates and eligible for reinstatement as well as other general clarification around current requirements for using alternative routes to add endorsement for current certificate holders, eliminating duplicative language regarding minimum required coursework for all CTE instructional staff, and adds a reference to the new lifetime certificate.

FEE SUMMARY: The following is a specific description of the fee or charge imposed or increased: NA

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

NEGOTIATED RULEMAKING: Pursuant to Section 67-5220(1), Idaho Code, negotiated rulemaking was conducted. The Notice of Intent to Promulgate Rules - Negotiated Rulemaking was published in the June 4, 2025 Idaho Administrative Bulletin, Volume 25-6

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

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

DATED this 21st day of August

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

08.02.02 – RULES GOVERNING UNIFORMITY

(BREAK IN CONTINUITY OF SECTIONS)

015. IDAHO EDUCATOR CREDENTIAL.
All standard educator certificates are valid for five (5) years and are renewable, subject to the applicable renewal requirements set by the state board of education and any applicable conditions applied to an individual's certificate by the professional standards commission. (3-15-22)

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

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

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

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

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

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

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

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

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

i. Hold a master's degree and provide verification of completion of an approved program of graduate study in school counseling, including sixty (60) semester credits, from a college or university approved by the Idaho State Board of Education or the state educational agency of the state in which the program was completed. The program must include successful completion of seven hundred (700) clock hours of supervised field experience, seventy-five percent (75%) of which must be in a K-12 school setting. This K-12 experience must be in each of the following levels: elementary, middle/junior high, and high school. Previous school counseling experience may be considered to help offset the field experience clock hour requirement; and (3-15-22)

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Interim Certificate - School Nurse Endorsement. This certificate will be issued to those who do

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

g. Speech-Language Pathologist Endorsement. To be eligible for a speech-language pathologist endorsement, a candidate must possess a master's degree from an accredited college or university in a speech/language pathology program approved by the State Board of Education. The renewal credit requirement may be waived if the applicant holds a current and valid Certificate of Clinical Competence in Speech-Language Pathology offered through the American Speech-Language-Hearing Association and/or a current and valid speech-language pathologist license issued by the appropriate Idaho state licensing board. (3-15-22)

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

i. Audiology Endorsement. To be eligible for an audiology endorsement, a candidate must possess a master's degree from an accredited college or university in an audiology program approved by the State Board of Education. The renewal credit requirement may be waived if the applicant holds a current and valid Certificate of Clinical Competence in Audiology offered through the American Speech-Language-Hearing Association and/or a current and valid audiologist license issued by the appropriate Idaho state licensing board. (3-15-22)

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

i. A master's degree in social work (MSW) from a postsecondary institution accredited by an organization recognized by the State Board of Education. The program must be currently approved by the state educational agency of the state in which the program was completed; and (3-15-22)

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

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

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

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

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

03. Standard Administrator Certificate. Persons who serve as superintendent, director of special education, secondary school principal, or principal of an elementary school with eight (8) or more teachers (including the principal), or are assigned to conduct the summative evaluation of certified staff are required to hold an Administrator Certificate. The certificate may be endorsed for service as school principal, superintendent, or director of special education. Assistant superintendents are required to hold the Superintendent endorsement. Assistant principals or vice-principals are required to hold the School Principal endorsement. Directors of special

education are required to hold the Director of Special Education endorsement. Possession of an Administrator Certificate does not entitle the holder to serve as a teacher at a grade level for which the educator is not qualified or certificated. (3-15-22)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. Have four (4) years of full-time certificated/licensed experience working with students Pre-K-12, while under contract in a school setting; (3-15-22)

iii. Provide verification of a state board approved program of graduate study of school administration for the preparation of directors of special education at an accredited college or university. This program shall include demonstration of proficiency in conducting instructional and pupil service staff evaluations based on the statewide framework for evaluation, and demonstration of competencies in the Idaho Standards for Directors of Special

Education and the Idaho Standards for School Principals. Coursework shall include knowledge and competence in understanding the Individuals with Disabilities Education Act, utilizing the Idaho Special Education Manual, special education funding and fiscal accountability, results-driven leadership and accountability in special education, and instructional, behavioral, and management strategies for supporting students in the least restrictive environment. (3-15-22)

iv. Have completed an administrative internship in the area of administration of special education; and (3-15-22)

v. An institutional recommendation is required for Director of Special Education endorsement. (3-15-22)

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

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

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

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

iii. Accumulated one thousand (1,000) clock hours of related industry experience, or practicum as approved by the higher education institution, in the respective field of specialization; (3-15-22)

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

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

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

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

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

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

b. Career Technical Education Program Standard Administrator Certificate. The career technical education program administrator certificate is required for an individual serving as an administrator, director, or manager of career technical education programs in Idaho public schools. Individuals must meet one (1) of the two (2) following prerequisites to qualify for the career technical education program administrator certificate. The certificate is valid for five (5) years and must meet the renewal requirements pursuant to Section 060 of these rules to renew. ~~(4-6-23)~~( )

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

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

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

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

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

(2) Have a baccalaureate degree in the specific occupation or related area, plus one (1) year or two thousand (2,000) hours of recent, gainful employment in the occupation for which certification is requested, at least half of which must have been during the immediate previous five (5) years; or (3-15-22)

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

ii. Limited Occupational Specialist Certificate. This certificate is issued to individuals who are new to teaching in Idaho public schools or new to teaching in career technical education in Idaho public schools. The certificate is an interim certificate and is valid for three (3) years and is non-renewable. Applicants must meet all of the minimum requirements established in Subsection 015.06.a. of these rules. Individuals on a limited occupational specialist certificate must complete one (1) of the two (2) following pathways during the validity period of the certificate: (3-15-22)

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

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

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

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

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

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

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

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

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

i. Hold a baccalaureate degree or higher in the content area being taught; (3-15-22)

ii. Be currently employed by the postsecondary institution in the content area to be taught; and (3-15-22)

iii. Complete and pass a criminal history background check as required by Section 33-130, Idaho Code. (3-15-22)

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

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

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

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

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

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

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

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

016. IDAHO INTERIM CERTIFICATE.
A three (3) year interim certificate may be issued to applicants who hold a valid certificate or license from another state or other entity that participates in the National Association of State Directors of Teacher Education and Certification (NASDTEC) Interstate Agreement pursuant to Section 33-4104, Idaho Code, or who are engaged in or completed a non-traditional route or alternative authorization to certification as prescribed herein. An interim certificate gives the holder the same rights and responsibilities as an individual with a standard certificate. (4-6-23)

01. Interim Certificate Not Renewable. Interim certification is only available on a one (1) time basis except under extenuating circumstances approved by the State Department of Education or Division of Career Technical Education. An applicant must meet the requirements of the applicable alternate authorization route or non-traditional route to obtain a standard Idaho Educator Credential during the term of the interim certificate. (3-15-22)

02. Non-Traditional Route to Teacher Certification. An individual may acquire interim certification through a state board approved non-traditional route to teacher certification program. The non-traditional route may be used for first-time certification, subsequent certificates, and additional endorsements. (3-15-22)

a. Individuals who possess a baccalaureate degree or higher from an institution of higher education accredited by an entity recognized by the state board of education may receive an interim instructional certificate. To receive the interim certificate, the individual must: (3-15-22)

i. Complete or enroll in a state board approved program; and (3-15-22)

ii. Pass the state board approved pedagogy and content area assessment. (3-15-22)

b. Standard certification. Upon completion of the non-traditional route the applicant must complete a two (2) year state board approved teacher mentoring program and receive two (2) years of Idaho evaluations with a

summative rating of proficient or better. (4-6-23)

03. Idaho Comprehensive Literacy Course. All Idaho teachers working on an interim certificate (alternate authorizations, nontraditional routes, reinstatement, or coming from out of state), must complete a state board approved Idaho Comprehensive Literacy course or assessment as a one-time requirement for standard instructional certificate. (3-15-22)

04. Teaching For Mathematical Thinking. All Idaho teachers or administrators with an interim certificate (alternate authorizations, nontraditional routes, reinstatements or coming from out of state), with an All Subjects (K-8) endorsement, any mathematics endorsement, Exceptional Child Education endorsement, Blended Early Childhood/Early Childhood Special Education endorsement, or Administrator certificate must complete the state board approved Teaching for Mathematical Thinking, course, as a one-time requirement for full certification. (4-6-23)

05. Reinstatement of Expired Certificate. An individual holding an expired standard Idaho certificate may be issued an interim certificate. During the validity period of the interim certificate, the applicant must meet the following requirements to obtain standard certification during the term of the interim certificate: ~~(3-15-22)~~( )

a. Two (2) years of Idaho evaluations, as applicable to the type of certification, with a summative rating of proficient or better; (4-6-23)

b. Measured annual progress on specific goals identified on the applicant's Individualized Professional Learning Plan; (3-15-22)

c. Completion of six (6) credit renewal requirement; and (4-6-23)

d. Completion of the Idaho Comprehensive Literacy Course or Teaching for Mathematical Thinking as provided herein. (3-15-22)

e. Individuals holding an expired certificate that was in good standing at the time the certificate expired, may have the certificate reinstated within one (1) year of the time the certificate expired by completing any outstanding professional development requirements that were pending at the time the certificate expired. (4-6-23)

06. Codes of Ethics. All laws and rules governing standard certificated staff with respect to conduct, discipline, and professional standards shall apply to all certified staff serving in an Idaho public school, including those employed under an interim certificate. (3-15-22)

(BREAK IN CONTINUITY OF SECTIONS)

021. ENDORSEMENTS.

Holders of an Instructional Certificate, ~~or~~including Occupational Specialist Certificates must have one (1) or more endorsements attached to their certificate as applicable to the type of certification. Instructional staff are eligible to teach in the grades and content areas of their endorsements. Idaho educator preparation programs shall prepare candidates for endorsements in accordance with these certification requirements and the standards approved by the board. An official statement from the college of education of competency in a content area or field is acceptable in lieu of required credits if such statements are created in consultation with the department or division of the accredited college or university in which the competency is established and are approved by the director of teacher education of the recommending college or university. Statements must include the number of credits the competency evaluation is equivalent to. To add an endorsement to a certificate, an individual must complete the credit hour requirements as established by the state board of education and meet or exceed the state qualifying score on a board approved content, pedagogy or performance assessment. (4-6-23)

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

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

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

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

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

d. For all candidates ~~moving to~~ holding a career technical education certification~~an initial certification in a career technical education endorsement area~~, the candidate will be required to complete or have completed ~~coursework in principles and foundations of career technical education and career technical student organizations, training in occupational analysis and curriculum design, and~~ a minimum of two hundred (200) internship/externship or professional industry work experience hours in the career technical education endorsement area. ~~(4-6-23)~~( )

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

(BREAK IN CONTINUITY OF SECTIONS)

076. CODE OF ETHICS FOR IDAHO PROFESSIONAL EDUCATORS (SECTIONS 33-1208 AND 33-1209, IDAHO CODE).
Believing in the worth and dignity of each human being, the professional educator recognizes the supreme importance of pursuing truth, striving toward excellence, nurturing democratic citizenship and safeguarding the freedom to learn and to teach while guaranteeing equal educational opportunity for all. The professional educator accepts the responsibility to practice the profession according to the highest ethical principles. The Code of Ethics for Idaho Professional Educators symbolizes the commitment of all Idaho educators and provides principles by which to judge conduct. (3-15-22)

01. Aspirations and Commitments. (3-15-22)

a. The professional educator aspires to stimulate the spirit of inquiry in students and to provide opportunities in the school setting that will help them acquire viable knowledge, skills, and understanding that will meet their needs now and in the future. (3-15-22)

b. The professional educator provides an environment that is safe to the cognitive, physical and psychological well-being of students and provides opportunities for each student to move toward the realization of his goals and potential as an effective citizen. (3-15-22)

c. The professional educator, recognizing that students need role models, will act, speak and teach in such a manner as to exemplify nondiscriminatory behavior and encourage respect for other cultures and beliefs. (3-15-22)

d. The professional educator is committed to the public good and will help preserve and promote the principles of democracy. He will provide input to the local school board to assist in the board's mission of

developing and implementing sound educational policy, while promoting a climate in which the exercise of professional judgment is encouraged. (3-15-22)

e. The professional educator believes the quality of services rendered by the education profession directly influences the nation and its citizens. He strives, therefore, to establish and maintain the highest set of professional principles of behavior, to improve educational practice, and to achieve conditions that attract highly qualified persons to the profession. (3-15-22)

f. The professional educator regards the employment agreement as a pledge to be executed in a manner consistent with the highest ideals of professional service. He believes that sound professional personal relationships with colleagues, governing boards, and community members are built upon integrity, dignity, and mutual respect. The professional educator encourages the practice of the profession only by qualified persons. (3-15-22)

02. Principle I - Professional Conduct. A professional educator abides by all federal, state, and local education laws and statutes. Unethical conduct shall include the conviction of any felony or misdemeanor offense set forth in Section 33-1208, Idaho Code. (3-15-22)

03. Principle II - Educator/Student Relationship. A professional educator maintains a professional relationship with all students, both inside and outside the physical and virtual classroom. All digital communication with students must occur on approved district devices and platforms. Unethical conduct includes, but is not limited to: ~~(3-15-22)~~( )

a. Committing any act of child abuse, including physical or emotional abuse; (3-15-22)

b. Committing any act of cruelty to children or any act of child endangerment; (3-15-22)

c. Committing or soliciting any sexual act from any minor or any student regardless of age; (3-15-22)

d. Committing any act of harassment as defined by local education agency policy; (3-15-22)

e. Soliciting, encouraging, or consummating a romantic relationship (whether written, verbal, virtual, or physical) with a student, regardless of age; (3-15-22)

f. Soliciting or encouraging any form of personal relationship with a student that a reasonable educator would view as undermining the professional boundaries necessary to sustain an effective educator-student relationship; (3-15-22)

g. Using inappropriate language including, but not limited to, swearing and improper sexual comments (e.g., sexual innuendos or sexual idiomatic phrases); (3-15-22)

h. Taking or possessing images (digital, photographic, or video) of students of a harassing, confidential, or sexual nature; (3-15-22)

i. Inappropriate contact with any minor or any student regardless of age using electronic or social media; (3-15-22)

j. Furnishing alcohol or illegal or unauthorized drugs to any student or allowing or encouraging a student to consume alcohol or unauthorized drugs except in a medical emergency; (3-15-22)

k. Conduct that is detrimental to the health or welfare of students; and (3-15-22)

l. Deliberately falsifying information presented to students. (3-15-22)

04. Principle III - Alcohol and Drugs Use or Possession. A professional educator refrains from the abuse of alcohol or drugs during the course of professional practice. Unethical conduct includes, but is not limited to: (3-15-22)

a. Being on school premises or at any school-sponsored activity, home or away, involving students while possessing, using, or consuming illegal or unauthorized drugs; (3-15-22)

b. Being on school premises or at any school-sponsored activity, home or away, involving students while possessing, using, or consuming alcohol; (3-15-22)

c. Inappropriate or illegal use of prescription medications on school premises or at any school-sponsored events, home or away; (3-15-22)

d. Inappropriate or illegal use of drugs or alcohol that impairs the individual's ability to function; and (3-15-22)

e. Possession of an illegal drug as defined in Title 37, Chapter 27, Idaho Code, Uniform Controlled Substances. ~~(3-15-22)~~( )

05. Principle IV - Professional Integrity. A professional educator exemplifies honesty and integrity in the course of professional practice. Unethical conduct includes, but is not limited to: (3-15-22)

a. Fraudulently altering or preparing materials for licensure or employment; (3-15-22)

b. Falsifying or deliberately misrepresenting professional qualifications, degrees, academic awards, and related employment history when applying for employment or licensure; (3-15-22)

c. Failure to notify the state at the time of application for licensure of past revocations or suspensions of a certificate or license from another state; (3-15-22)

d. Failure to notify the state at the time of application for licensure of past criminal convictions of any crime violating the statutes or rules governing teacher certification; (3-15-22)

e. Falsifying, deliberately misrepresenting, or deliberately omitting information regarding the evaluation of students or personnel, including improper administration of any standardized tests (changing test answers; copying or teaching identified test items; unauthorized reading of the test to students, etc.); (3-15-22)

f. Falsifying, deliberately misrepresenting, or deliberately omitting reasons for absences or leaves; (3-15-22)

g. Falsifying, deliberately misrepresenting, or deliberately omitting information submitted in the course of an official inquiry or investigation; (3-15-22)

h. Falsifying, deliberately misrepresenting, or deliberately omitting material information on an official evaluation of colleagues; and (3-15-22)

i. Failure to notify the state of any criminal conviction of a crime violating the statutes and/or rules governing teacher certification. (3-15-22)

06. Principle V - Funds and Property. A professional educator entrusted with public funds and property honors that trust with a high level of honesty, accuracy, and responsibility. Unethical conduct includes, but is not limited to: (3-15-22)

a. Misuse, or unauthorized use, of public or school-related funds or property including district devices and networks; ~~(3-15-22)~~( )

b. Failure to account for school funds collected from students, parents, patrons, or other donors from all sources, including online donation platforms; (3-15-22)

c. Submission of fraudulent requests for reimbursement of expenses or for pay; (3-15-22)

d. Co-mingling of public or school-related funds in personal ~~bank~~ account(s); (3-15-22)

e. Unauthorized ~~U~~use of school property for private financial gain; (3-15-22)

f. ~~Use of school computers to deliberately view or print pornography~~Engaging in sexually explicit activity on a school device or network including, but not limited to, viewing pornographic or sexually explicit images, engaging in sexually explicit conversations, or creating or exchanging any type of sexually explicit content; and, ~~(3-15-22)~~( )

g. Deliberate use of poor budgeting or accounting practices. (3-15-22)

07. Principle VI - Compensation. A professional educator maintains integrity with students, colleagues, parents, patrons, or business personnel when accepting gifts, gratuities, favors, and additional compensation. Unethical conduct includes, but is not limited to: (3-15-22)

a. Unauthorized solicitation of students or parents of students to purchase equipment, supplies, or services from the educator who will directly benefit; (3-15-22)

b. Acceptance of gifts from vendors or potential vendors for personal use or gain where there may be the appearance of a conflict of interest; (3-15-22)

c. Tutoring students assigned to the educator for remuneration unless approved by the local board of education; ~~and,~~ (3-15-22)

d. Soliciting, accepting, or receiving a financial benefit greater than fifty dollars ($50) as defined in Section 18-1359(b), Idaho Code~~.~~ and, (3-15-22)

e. Keeping for oneself donations, whether money or items, that were solicited or accepted for the benefit of a student, class, classroom, or school. (3-15-22)

08. Principle VII - Confidentiality. A professional educator complies with state and federal laws and local school board policies relating to the confidentiality of student and employee records, unless disclosure is required or permitted by law. Unethical conduct includes, but is not limited to: (3-15-22)

a. Sharing of confidential information concerning student academic and disciplinary records, personal confidences, health and medical information, family status or income, and assessment or testing results with inappropriate individuals or entities; and (3-15-22)

b. Sharing of confidential information about colleagues obtained through employment practices with inappropriate individuals or entities. (3-15-22)

09. Principle VIII - Breach of Contract or Abandonment of Employment. A professional educator fulfills all terms and obligations detailed in the contract with the local board of education or education agency for the duration of the contract. Unethical conduct includes, but is not limited to: (3-15-22)

a. Abandoning any contract for professional services without the prior written release from the contract by the employing local education agency; (3-15-22)

b. Willfully refusing to perform the services required by a contract; and, (3-15-22)

c. Abandonment of classroom or failure to provide appropriate supervision of students at school or school-sponsored activities to ensure the safety and well-being of students. (3-15-22)

10. Principle IX - Duty to Report. A professional educator reports breaches of the Code of Ethics for

Idaho Professional Educators and submits reports as required by Idaho Code. Unethical conduct includes, but is not limited to: (3-15-22)

a. Failure to comply with Section 33-1208A, Idaho Code, (reporting requirements and immunity); (3-15-22)

b. Failure to comply with Section 16-1605, Idaho Code, (reporting of child abuse, abandonment or neglect); (3-15-22)

c. Failure to comply with Section 33-512B, Idaho Code, (suicidal tendencies and duty to warn); and (3-15-22)

d. Having knowledge of a violation of the Code of Ethics for Idaho Professional Educators and failing to report the violation to an appropriate education official. (3-15-22)

11. Principle X - Professionalism. A professional educator ensures just and equitable treatment for all members of the profession in the exercise of academic freedom, professional rights and responsibilities. ~~while~~A professional educator ~~-~~follow~~sing~~ generally recognized professional principles. Unethical conduct includes, but is not limited to: ~~(3-15-22)~~( )

a. Any conduct that seriously impairs the Certificate holder's ability to teach or perform his professional duties; (3-15-22)

b. Committing any act of harassment toward a colleague; (3-15-22)

c. Failure to cooperate with the Professional Standards Commission in inquiries, investigations, or hearings; (3-15-22)

d. Using institutional privileges for the promotion of political candidates or for political activities, except for local, state or national education association elections; (3-15-22)

e. Willfully interfering with the free participation of colleagues in professional associations; and (3-15-22)

f. Taking, possessing, or sharing images (digital, photographic, or video) of colleagues of a harassing, confidential, or sexual nature. (3-15-22)

(BREAK IN CONTINUITY OF SECTIONS)

State Department of Education

Summary of comments received: 08.0202.2501

1 comment, received during the negotiated rule meeting

- Comment summary received from the Policy Director Kristine Moriarty on July 15, 2025.

Comment summary

1. A representative from the Boise School District expressed concern that the change related to student/educator communications could inadvertently require non-school related communications an educator may have with their own children, friends of their children, or baby-sitters (for example) to take place on district approved devices and platforms.

SUBJECT

Proposed Rule – Docket No. 08-0203-2501, Rules Governing Thoroughness

REFERENCE

June 2024	Board approved temporary rule, Docket 08-0203-2402, updating content standard approval dates.
August 2024	Board approved temporary rule, Docket 08-0203-2403, updating Special Education Manual and approval dates.
August 2024	Board Approved Proposed rule, Docket 08-0203-2401, updating incorporated by reference, graduation requirements, and removal of special education sections.
November 2024	Board Approved Pending rule, Docket 08-0203-2401, updating incorporated by reference, graduation requirements, and removal of special education sections.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03, Rules Governing Thoroughness
Idaho Code Title 67, Chapter 52, Idaho Administrative Procedures Act

BACKGROUND

Administrative rules promulgated under the Board's authority include IDAPA 08, IDAPA 55, and IDAPA 47.

Executive Order 2020-01, *Zero Based Regulations*, created an ongoing review process for all existing rules as of June 30, 2020. Each rule chapter is required to be reviewed by the agency that promulgated the rule, according to a schedule established by the Division of Financial Management (DFM), no later than legislative adjournment *sine die* in 2026. HB563 (2024) amended Section 67-5292, Idaho Code, to establish an ongoing five-year cycle for review of all administrative rules. The Office of the Administrative Rules Coordinator will publish a schedule for rule review prior to the expiration of Executive Order 2020-01.

DISCUSSION

Notice of Intent to Promulgate Rules regarding Docket No. 08-0203-2501 – Rules Governing Thoroughness, was published in the June 4, 2025 (Vol 25-6) Idaho Administrative Rules Bulletin.

The proposed change will revise subsection 004.04 of the Special Education Manual, which is incorporated by reference. . The incorporated by reference document was revised and approved in the previous year's, 2024-25, rulemaking cycle. The section of the manual updated was the Specific Learning Disability (SLD) section, following an inquiry from the U.S. Department of Education's Office

of Special Education Programs (OSEP) in 2023. Concurrently, the Idaho Department of Education underwent *a Differentiated Monitoring and Support 2.0 (DMS 2.0)* review by OSEP, which identified additional areas of concern. However, due to timing and procedural requirements for public input under the Individuals with Disabilities Education Act (IDEA), as well as rulemaking timelines set by the Department of Financial Management (DFM) and the Office of the State Board of Education (OSBE), these concerns could not be addressed in the same revision as the SLD update that was completed in the 2024-25 rulemaking cycle.

2025-26 manual updates and clarifications include: Specific Learning Disability (SLD) eligibility requirements; guidance related to charter school, private school, and home-school students; and guidance related to graduation requirements and discipline.

If the separate temporary rule, 08-0203-2503, is approved, it will be effective August 20, 2025, through *sine die* 2025. After the temporary rule expires, this rule will take its place.

IMPACT

If the State Board of Education approves the proposed rule, it will be submitted to the Division of Financial Management Office of the Administrative Rules Coordinator and will be published as a proposed rule.

A 21-day public feedback period follows the publication of proposed rules. During this time, stakeholders and members of the public may provide additional feedback on the drafted text. Once approved, pending rules will be submitted for final publication and are then forwarded to the legislature for consideration. Pending rules become effective at the end of the legislative session in which they are submitted if they are not rejected by the Legislature.

ATTACHMENTS

Attachment 1 - Notice of Intent to Promulgate Rules
Attachment 2 - Proposed Rule Docket No. 08-0203-2501- Rules Governing Thoroughness
Attachment 3 - Redlined SPED Manual

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of proposed rule Docket Number 08-0203-2501, as presented in Attachment 2.

BOARD ACTION

I move to approve proposed rule – Docket Number 08-0203-2501 as submitted in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAPA 08 – STATE BOARD OF EDUCATION

08.02.03 – RULES GOVERNING THOROUGHNESS

DOCKET NO. 08-0203-2501

NOTICE OF RULEMAKING - PROPOSED RULE

AUTHORITY: In compliance with Section 67-5221(1), Idaho Code, notice is hereby given that this agency has initiated proposed rulemaking procedures. The action is authorized pursuant to sections 33-105, 33-116, 33-118, and 33-1612, Idaho Code.

PUBLIC HEARING SCHEDULE: Public hearing(s) concerning this rulemaking will be scheduled if requested in writing by twenty-five (25) persons, a political subdivision, or an agency, not later than October 15, 2025.

The hearing site(s) will be accessible to persons with disabilities. Requests for accommodation must be made not later than one (1) day prior to the hearing, to the agency address below.

DESCRIPTIVE SUMMARY: The following is a nontechnical explanation of the substance and purpose of the proposed rulemaking:

The proposed change will edit the incorporated by reference Special Education Manual document, subsection 004.04. The incorporated by reference document was revised and approved in the previous years, 2024-25, rulemaking cycle. The section of the manual updated was the Specific Learning Disability (SLD) section, following an inquiry from the U.S. Department of Education's Office of Special Education Programs (OSEP) in 2023. Concurrently, the Idaho Department of Education underwent a Differentiated Monitoring and Support 2.0 (DMS 2.0) review by OSEP, which identified additional areas of concern. However, due to timing and procedural requirements for public input under Individuals with Disabilities Education Act (IDEA), as well as rulemaking timelines set by the Department of Financial Management (DFM) and the Office of the State Board of Education (OSBE), these concerns could not be addressed in the same revision as the SLD update that was completed in the 2024-25 rulemaking cycle.

2025-26 manual updates and clarifications include: specific learning disability (SLD) eligibility requirements; guidance related to charter school, private school, and home-school students; and guidance related to graduation requirements and discipline.

FEE SUMMARY: The following is a specific description of the fee or charge imposed or increased: NA

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

NEGOTIATED RULEMAKING: Pursuant to Section 67-5220(1), Idaho Code, negotiated rulemaking was conducted. The Notice of Intent to Promulgate Rules - Negotiated Rulemaking was published in the June 4, 2025 Idaho Administrative Bulletin, Volume 25-6

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

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

DATED this 21st day of August

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

08.02.03 – RULES GOVERNING THOROUGHNESS

000. LEGAL AUTHORITY.
All rules in this Thoroughness chapter (IDAPA 08.02.03) are promulgated pursuant to the authority of the State Board of Education under Article IX, Section 2 of the Idaho Constitution and under Sections 33-116, 33-118, and 33-1612, Idaho Code. Specific statutory references for particular rules are also noted as additional authority where appropriate. (3-15-22)

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

002-- 003. (RESERVED)

004. INCORPORATION BY REFERENCE.
The following documents are incorporated into this rule: (3-15-22)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. (3-15-22)

a. Arts and Humanities Categories: (3-15-22)

i. Dance, as revised and adopted on June 12, 2024; (7-1-25)

ii. Interdisciplinary Humanities, as revised and adopted on June 12, 2024; (7-1-25)

iii. Media Arts, as adopted on June 12, 2024. (7-1-25)

iv. Music, as revised and adopted on June 12, 2024; (7-1-25)

v. Theater, as revised and adopted on June 12, 2024; (7-1-25)

vi. Visual Arts, as revised and adopted on June 12, 2024; (7-1-25)

vii. World languages, as revised and adopted on June 12, 2024. (7-1-25)

b. Computer Science, adopted on June 12, 2024. (7-1-25)

c. Driver Education, as revised and adopted on June 12, 2024. (7-1-25)

d. Health, as revised and adopted on August 24, 2022. (4-6-23)

e. Information and Communication Technology, as revised and adopted on June 12, 2024. (7-1-25)

f. Physical Education, as revised and adopted on August 24, 2022. (4-6-23)

g. Social Studies, as revised and adopted on June 12, 2024. [**note – Grade 4 Social Studies and Grade 6-12 U.S. World History 1 remain as adopted on November 28, 2016.*] (7-1-25)

h. College and Career Readiness Competencies adopted on June 15, 2017. (3-15-22)

02. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. (3-15-22)

03. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. (3-15-22)

04. The Idaho Special Education Manual. The Idaho Special Education Manual as adopted by the

State Board of Education on ~~November 21, 2024~~August 20, 2025. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by- reference-or-rule/. (~~7-1-25~~)

005.-- 006. (RESERVED)

007. DEFINITIONS.

01. Achievement Standards. Define "below basic," "basic," "proficient," and "advanced" achievement levels on the Idaho Standards Achievement Tests (ISAT) and level one (1) through level six (6) on Idaho's English language assessment by setting scale score cut points. These cut scores are set by the state board of education and paired with descriptions of how well students are mastering the material in the content standards. These descriptions are called achievement level descriptors and are provided by achievement level, by content area, and by grade. (4-6-23)

02. Advanced Opportunities. Advanced placement courses, Dual Credit courses, microcredentials, or International Baccalaureate programs. (7-1-25)

03. Advanced Placement® (AP) - College Board. The Advanced Placement Program is administered by the College Board at http://www.collegeboard.com. AP students may take one (1) or more college level courses in a variety of subjects. AP courses are not tied to a specific college curriculum, but rather follow national College Board curricula. While taking the AP exam is optional, students can earn college credit by scoring well on the national exams. It is up to the discretion of the receiving college to accept the scores from the AP exams to award college credit or advanced standing. (3-15-22)

04. All Students. All public school students, grades K-12. (3-15-22)

05. Applied Science. Applying scientific knowledge to practical problems or situations. (7-1-25)

06. Assessment. The process of quantifying, describing, or gathering information about skills, knowledge or performance. (3-15-22)

07. Assessment Standards. Statements setting forth guidelines for evaluating student work, as in the "Standards for the Assessment of Reading and Writing." (3-15-22)

08. Career Pathway Plan. The plan that outlines a student's program of study, which should include a rigorous academic core and a related sequence of electives in academic, career technical education (CTE), or humanities aligned with the student's post-graduation goals. (3-15-22)

09. Career Technical Education. Formal preparation for semi-skilled, skilled, technical, or paraprofessional occupations, usually below the baccalaureate level. (3-15-22)

10. College and Career Readiness. College and career readiness is the attainment and demonstration of state board adopted competencies that broadly prepare high school graduates for a successful transition into some form of postsecondary education and/or the workplace. (3-15-22)

11. Content Standards. Describe the knowledge, concepts, and skills that students are expected to acquire at each grade level in each content area. (3-15-22)

12. Criteria. Guidelines, rules or principles by which student responses, products, or performances, are judged. What is valued and expected in the student performance, when written down and used in assessment, become rubrics or scoring guides. (3-15-22)

13. Diploma. A document awarded to a student by a secondary school to show the student has successfully completed the state and local education agency graduation requirements. Diplomas may be awarded to individuals who attended a secondary school prior to the year in which the student is requesting issuance of a diploma based on the graduation requirements in existence at the time the student attended. Determination of meeting past

graduation requirements may be determined based on proficiency as determined by the local education agency. Each local education agency may determine the format of the diploma, including the recognition of emphasis areas based on a student's completion of courses or courses or studies in an emphasis area or educational pathways, including but not limited to science, technology, engineering and math (STEM), career technical education, or arts and music. (3-15-22)

14. Dual Credit. Means credit awarded to a student on his or her secondary and postsecondary transcript for the completion of a single course. (7-1-25)

15. Idaho Standards Achievement Tests. Statewide assessments aligned to the state content standards and used to measure a student's knowledge of the applicable content standards. (3-15-22)

16. International Baccalaureate (IB). Administered by the International Baccalaureate Organization, the IB program provides a comprehensive liberal arts course of study for students in their junior and senior years of high school. IB students take end-of-course exams that may qualify for college credit. Successful completion of the full course of study leads to an IB diploma. (3-15-22)

17. Localized Pathway. A framework of locally provided offerings that identifies core and elective credits, assessments, and other opportunities aligned to post-secondary goals. Local Education Agencies determine their own framework and students may select offerings aligned with localized pathways. (7-1-25)

18. Portfolio. A digital or physical collection of materials that documents and demonstrates a student's learning. (7-1-25)

19. Project Based Learning. A hands-on approach to learning that encourages students to create/ interpret/communicate an original work or project and assesses quality and success of learning through performance/ presentation/production of that work or project. (3-15-22)

20. Proficiency. Having or demonstrating a high degree of knowledge or skill in a particular area. (3-15-22)

21. Standards. Statements about what is valued in a given field, such as English language arts, and/or descriptions of what is considered quality work. See content standards, assessment standards, and achievement standards. (3-15-22)

22. Technology Education. A curriculum for elementary, middle, and senior high schools that integrates learning about technology (e.g., transportation, materials, communication, manufacturing, power and energy, and biotechnology) with problem-solving projects that require students to work in teams. Many technology education classrooms and laboratories are well equipped with computers, basic hand tools, simple robots, electronic devises, and other resources found in most communities today. (3-15-22)

23. Unique Student Identifier. A number issued and assigned by the Board or designee to each student currently enrolled or who will be enrolled in an Idaho local education agency to obtain data. (3-15-22)

24. Work-Based Learning. Structured learning experiences that connect classroom learning to the workplace. Work-based learning can include technical, academic and employability skills gained in a simulated or real work environment. (7-1-25)

008.– 101. (RESERVED)

102. INSTRUCTIONAL REQUIREMENTS.

01. Instruction and Programs. All schools will deliver a core of instruction and advisement programs (see Section 108, Guidance Programs) for each student in elementary schools, middle schools/junior high and high schools. (3-15-22)

02. Standards. All students will meet standards established locally (at a minimum, the standards of the

state) through rigorous accountability, which includes challenging examinations, demonstrations of achievement, and other appropriate tests and measures. (3-15-22)

103. INSTRUCTION GRADES 1-12.

01. Instruction. Instruction is inclusive of subject matter, content and course offerings. Patterns of instructional organization are a local school district option. Schools will assure students meet locally developed standards with the state standards as a minimum. This includes special instruction that allows limited English proficient students to participate successfully in all aspects of the school's curriculum and keep up with other students in the regular education program. It also includes special learning opportunities for accelerated, learning disabled students and students with other disabilities. (3-15-22)

02. Instructional Courses. At appropriate grade levels, instruction will include but not be limited to the following: (3-15-22)

a. Language Arts and Communication will include instruction in reading, writing, English, literature, technological applications, spelling, speech and listening, and, in elementary schools, cursive writing. (3-15-22)

b. Mathematics will include instruction in addition, subtraction, multiplication, division, percentages, mathematical reasoning and probability. (3-15-22)

c. Science will include instruction in applied sciences, earth and space sciences, physical sciences, life sciences, and computer science. (3-15-22)

d. Social Studies will include instruction in history, government, geography, economics, current world affairs, citizenship, and sociology. (3-15-22)

104. OTHER REQUIRED INSTRUCTION.
Other required instruction for all students and other required offerings of the school are: (3-15-22)

01. Elementary Schools. (3-15-22)

a. The following section outlines other information required for all elementary students, as well as other required offerings of the school:

Fine Arts (art and music)
Health (wellness)
Physical Education (fitness)
Computational thinking and digital literacy (4-6-23)

b. Additional instructional options as determined by the local school district. For example:

Languages other than English
Career Awareness (3-15-22)

02. Middle Schools/Junior High Schools. (3-15-22)

a. No later than the end of Grade eight (8) each student shall develop parent-approved student career pathway plans for their high school and post-high school options. The career pathway plan shall be developed by students with the assistance of parents or guardians, and with advice and recommendation from school personnel. It shall be reviewed annually and may be revised at any time. The purpose of a parent-approved student career pathway plan is to outline a course of study and learning activities for students to become contributing members of society. A student career pathway plan describes, at a minimum, the list of courses and learning activities in which the student will engage while working toward meeting the state and school district's or LEA's graduation standards in preparation for postsecondary goals. The school district or LEA will have met its obligation for parental involvement if it makes a good faith effort to notify the parent or guardian of the responsibility for the development and approval of the career pathway plan. A career pathway plan will not be required if the parent or guardian requests, in writing, that no career

pathway plan be developed. (3-15-22)

b. A student must have met the grade eight (8) mathematics standards before the student will be permitted to enter grade nine (9). (3-15-22)

c. Other required instruction for all middle school students:

Career exploration
Health (wellness)
Physical Education (fitness)
Computational thinking and digital literacy (4-6-23)

d. Other required offerings of the school:

Fine and Performing Arts
Career Technical Education
Advisory Period (middle school only, encouraged in junior high school) (3-15-22)

03. High Schools. (3-15-22)

a. High schools must offer a wide variety of courses to satisfy state and local graduation requirements. High schools are required to provide instructional offerings in Physical Education (fitness) and Career Technical Education and the instruction necessary to assure students are college and career ready at the time of graduation. (3-15-22)

b. High schools will annually review and update with the student the student career pathway plans specified in Subsection 104.02.a. (3-15-22)

105. HIGH SCHOOL GRADUATION REQUIREMENTS.
A student must meet all of the requirements identified in this section before the student will be eligible to graduate from an Idaho high school. The local school district or LEA may establish graduation requirements beyond the state minimum. (3-15-22)

01. Credit Requirements. The State minimum graduation requirement for all Idaho public high schools is forty-six (46) credits and must include twenty-nine (29) credits in core subjects as identified in Paragraphs 105.01.c. through 105.01.h. (3-15-22)

a. Credits. One (1) credit shall equal sixty (60) hours of total instruction. School districts or LEA's may request a waiver from this provision by submitting a letter to the State Department of Education for approval, signed by the superintendent and chair of the board of trustees of the district or LEA. The waiver request shall provide information and documentation that substantiates the school district or LEA's reason for not requiring sixty (60) hours of total instruction per credit. (3-15-22)

b. Mastery. Students must demonstrate mastery of Idaho Content Standards in a format provided by the LEA. Notwithstanding the credit definition of Subsection 105.01.a., a student may also achieve credits by demonstrating mastery of a subject's content standards as defined and approved by the LEA. (7-1-25)

c. Credit Flexibility. The State Department of Education will support LEAs in the development of crosswalks and templates to assist in awarding credit for learning opportunities in ways that meet course requirements for high school graduation. (7-1-25)

d. Secondary Language Arts and Communication. Nine (9) credits are required. Eight (8) credits of instruction in Language Arts. Each year of Language Arts shall consist of language study, composition, and literature and be aligned to the Idaho Content Standards for the appropriate grade level. One (1) credit of instruction in communications consisting of oral communication and technological applications, that includes a course in speech, a course in debate, or a sequence of instructional activities that meet the Idaho Speech Content Standards requirements. (3-15-22)

e. Mathematics. Six (6) credits are required. Secondary mathematics includes Integrated Mathematics, Applied Mathematics, Business Mathematics, Algebra, Geometry, Trigonometry, Fundamentals of Calculus, Probability and Statistics, Discrete Mathematics, and courses in mathematical problem solving and quantitative reasoning including mathematics taken through career technical education programs. Engineering courses and computer science courses aligned to the state standards for grades nine (9) through (12), may be counted as a mathematics credit. Students who choose to take computer science or engineering courses may not concurrently count such courses as both a mathematics and science credit for the same course. (7-1-25)

i. Students must complete secondary mathematics in the following areas: (3-15-22)

(1) Two (2) credits of Algebra I, Algebra I level equivalent Integrated Mathematics or courses that meet the High School Algebra Content Standards; (3-15-22)

(2) Two (2) credits of Geometry, Geometry level equivalent Integrated Mathematics, or courses that meet the Idaho High School Geometry Content Standards; and (3-15-22)

(3) Two (2) credits of mathematics of the student's choice. (3-15-22)

f. Science. Six (6) credits are required. Four (4) credits are required from at least two (2) of the four (4) content areas: physics, chemistry, earth and space, or life science. An additional two (2) credits in secondary sciences may include instruction in applied sciences, physics, chemistry, earth and space sciences, life sciences, engineering, or computer science. Students who choose to take computer science or engineering courses may not concurrently count such courses as both a mathematics and science credit for the same course. (7-1-25)

g. Social Studies. Five (5) credits are required, including government (two (2) credits), United States history (two (2) credits), and economics and financial literacy (one (1) credit). Courses such as geography, sociology, psychology, and world history may be offered as electives, but are not to be counted as a social studies requirement. (4-6-23)

h. Fine Arts or World Languages. Two (2) credits are required. Courses include instruction in visual arts, music, theatre, dance, or world languages aligned to the Idaho content standards for those subjects. Other courses such as literature, history, philosophy, architecture, or comparative world religions may satisfy the humanities standards if the course is aligned to the Interdisciplinary Humanities Content Standards. (7-1-25)

i. Health/Wellness. One (1) credit is required. Course must be aligned to the Idaho Health Content Standards. Each student shall receive a minimum of one (1) training on psychomotor cardiopulmonary resuscitation (CPR) training as outlined in the American Heart Association (AHA) Guidelines for CPR to include the proper utilization of an automatic external defibrillator (AED) as part of the Health/Wellness course. (7-1-25)

j. Digital Literacy. One (1) credit is required. The course must include instruction that aligns with Idaho Content Standards associated with leveraging technology, digital citizenship, and computational thinking which are imbedded in the Information and Communication Technology Content Standards, and with leveraging the impacts of computing, algorithms, and programming, which are embedded in the Computer Science Standards. This requirement will apply to any student graduating after January 1, 2028. (7-1-25)

02. Content Standards. Each student shall meet locally established subject area standards (using state content standards as minimum requirements) demonstrated through various measures of accountability including examinations or other measures. (3-15-22)

03. Senior Project. The senior project is a culminating project to show a student's ability to analyze, synthesize, and evaluate information and communicate that knowledge and understanding. A student must complete a senior project by the end of grade twelve (12). Senior projects may be multi-year projects, group or individual projects, or approved pre-internship or school to work internship programs, at the discretion of the school district or charter school. The project must include elements of research, development of a thesis using experiential learning or integrated project based learning experiences and presentation of the project outcome. Additional requirements for a senior project are at the discretion of the local school district or LEA. Completion of a postsecondary certificate or

degree at the time of high school graduation or an approved pre-internship or internship program may be used to meet this requirement. The senior project will last apply for the class of 2027, unless an LEA opts to early implement the future readiness project. (7-1-25)

04. Future Readiness Project. The future readiness project is a culminating project that demonstrates a student's application of college and career competencies and exploration of potential post high school options. All students beginning with the class of 2028 must complete a future readiness project by the end of grade twelve (12). The project must include an experiential component, such as a work-based, service-based, research-based, or portfolio-based component in which a student demonstrates the acquisition of Idaho college and career competencies. Experiences including, but not limited to apprenticeships, internships, volunteer work and extracurricular activities related to real-world skills acquisition will count toward this requirement. LEAs must determine how students will demonstrate the acquisition of college and career competencies and may require additional components. The State Department of Education will provide templates for LEAs and oversee the implementation of this provision. (7-1-25)

05. Localized Pathways. In order to assist students in structuring their secondary course selection electives, assessment, and supplemental activities, all LEAs shall develop and post publicly two or more localized pathways. Localized pathways are designed to inform students and parents/guardians of local opportunities aligned with post-secondary goals as identified in the student's career pathway plan. The State Department of Education shall support the implementation of this provision. This provision must be implemented by all LEAs no later than June 30, 2026. (7-1-25)

06. Civics and Government Proficiency. Pursuant to Section 33-1602, Idaho Code, each LEA may establish an alternate path for determining if a student has met the state civics and government content standards. Alternate paths are open to all students in grades seven (7) through twelve (12.) Any student who has been determined proficient in the state civics and government content standards either through the completion of the civics test or an alternate path shall have it noted on the student's high school transcript. (3-15-22)

07. Physical Education. Students participating in one (1) season in any sport recognized by the Idaho High School Activities Association or club sport recognized by the local school district, or eighteen (18) weeks of a sport recognized by the local school district may choose to substitute participation up to one (1) credit of physical education. Students must show mastery of the Physical Education Content Standards in a format provided by the LEA. (7-1-25)

08. Middle School. A student will have met the high school content and credit area requirement for any high school course if the requirements outlined in Subsections 105.08.a. through 105.08.c. of this rule are met. (7-1-25)

a. The student completes such course with a grade of C or higher before entering grade nine (9); (3-15-22)

b. The course meets the same content standards that are required in high school for the same course; and (3-15-22)

c. The course is taught by a teacher properly certified to teach high school content and who meets the federal definition of highly qualified for the course being taught. (3-15-22)

d. The student shall be given a grade for the successful completion of that course and such grade and the number of credit hours assigned to the course will be transferred to the student's high school transcript. Notwithstanding this requirement, the student's parent or guardian shall be notified in advance when credits are going to be transcribed and may elect to not have the credits and grade transferred to the student's high school transcript. Courses taken in middle school appearing in the student's high school transcript, pursuant to this subsection, shall count for the purpose of high school graduation. However, the student must complete the required number of credits in all high school core subjects as identified in Subsections 105.01.d. through 105.01.i. except as provided in 105.01.e.i. The transcribing high school is required to verify the course meets the requirements specified in Subsections 105.08.a. through 105.08.c. of this rule. (7-1-25)

09. Special Education Students. A student who is eligible for special education services under the

Individuals With Disabilities Education Improvement Act may, with the assistance of the student's Individualized Education Program (IEP) team, meet the graduation requirements through to the current Idaho Special Education Manual specifications. (3-15-22)

10. Foreign Exchange Students. A foreign exchange student may be eligible for graduation by completing a comparable program as approved by the LEA. (3-15-22)

106. ADVANCED OPPORTUNITIES.

01. Advanced Opportunities Requirement. All high schools in Idaho shall be required to provide Advanced Opportunities, or provide opportunities for students to take courses at the postsecondary campus. (3-15-22)

02. Advanced Opportunities Early Graduation Scholarship Funding. (3-15-22)

a. Scholarship Calculation. (3-15-22)

i. The statewide average daily attendance-driven funding per enrolled pupil shall be calculated by adding the previous fiscal year's statewide distributions for salary-based apportionment, benefit apportionment and discretionary funds, and dividing the total by the previous year's statewide public school enrollment for all grades. (3-15-22)

ii. The statewide average daily attendance-driven funding per enrolled pupil shall be recalculated each fiscal year. (3-15-22)

iii. All benefits paid for scholarships and to public schools shall be based on the statewide average daily attendance-driven funding per enrolled pupil figure for the fiscal year in which the benefit is paid. (3-15-22)

b. Payments to Idaho Colleges and Universities. (3-15-22)

i. Annual scholarship payments will be made in one (1) installment during the first semester in which the student is enrolled, regardless of the number of years early the student graduated. Proof of enrollment in an Idaho public college or university must be obtained before any scholarship payment is made. (3-15-22)

ii. The State Department of Education will be responsible for making payments to the Idaho public colleges and universities attended by eligible students. The payments must be made no later than August 30 for the fall semester and January 30 for the spring semester. (3-15-22)

c. Payments to Public Schools. (3-15-22)

i. Public schools shall report to the State Department of Education, no later than June 15 of each school year, students who have graduated early. (3-15-22)

ii. The State Department of Education will make a single annual payment to public schools no later than October 1 of each year for all early graduates who are not attending the public school that school year as a result of early graduation. (3-15-22)

107. MIDDLE LEVEL CREDIT SYSTEM.

A school district or LEA must implement a credit system no later than grade seven (7) that includes components that address the credit requirements, credit recovery, alternate mechanisms and attendance. The LEA may establish credit requirements beyond the state minimum. (3-15-22)

01. Credit Requirements. Each LEA credit system shall require a student to attain a portion of the total credits attempted in each area in which credits are attempted except for areas in which instruction is less than a school year before the student will be eligible for promotion to the next grade level. (3-15-22)

02. Credit Recovery. A student who does not meet the minimum requirements of the credit system

shall be given an opportunity to recover credits or complete an alternate mechanism in order to become eligible for promotion to next grade level. (3-15-22)

03. Alternate Mechanism. An LEA may establish an alternate mechanism to determine eligibility for grade level promotion. The alternate mechanism shall require a student to demonstrate proficiency of the appropriate content standards. All locally established mechanisms used to demonstrate proficiency will be forwarded to the State Department of Education. Alternate mechanisms must be re-submitted to the Department when changes are made to the mechanism. (3-15-22)

04. Attendance. Attendance shall be an element included in the credit system, alternate mechanism or both. (3-15-22)

05. Special Education Students. The Individualized Education Program (IEP) team for a student who is eligible for special education services under the Individuals with Disabilities Education Improvement Act may, establish alternate requirements or accommodations to credit requirements as are deemed necessary for the student to become eligible for promotion to the next grade level. (3-15-22)

06. Limited English Proficient (LEP) Students. The Educational Learning Plan (ELP) team for LEP students, as defined in Subsection 112.05.g.iv., may establish alternate requirements or accommodations to credit requirements as deemed necessary for the student to become eligible for promotion to the next grade level. (3-15-22)

108. COLLEGE AND CAREER ADVISING GUIDANCE PROGRAMS.
In each Idaho school, a comprehensive advising program will be provided as an integral part of the educational program. A comprehensive guidance and counseling program includes these elements: (3-15-22)

01. Guidance. A guidance curriculum that identifies knowledge and skills to be attained by all students at various stages of their development and provides appropriate activities for their achievement. (3-15-22)

02. Individual Planning. Individualized planning with students and their parents in each of these domains: personal/social development, educational development, and career development. (3-15-22)

03. Response Services of Counseling, Consultation, and Referral. (3-15-22)

04. System Support Functions That Promote Effective Delivery of Guidance Services. (3-15-22)

109. (RESERVED)

110. ALTERNATIVE SECONDARY PROGRAMS.
Alternative instructional programs are those that provide special instructional courses and offer special services to eligible at-risk youth to enable them to earn a high school diploma. Designated differences must be established between the alternative school programs and the regular secondary school programs. Alternative secondary school programs will include course offerings, teacher/pupil ratios and evidence of teaching strategies that are clearly designed to serve at-risk youth, pursuant to Section 33-1001, Idaho Code. (4-6-23)

01. Instruction. Special instruction courses for at-risk youth enrolled in an alternative instructional program will include: (4-6-23)

a. Core academic content that meets or exceeds minimum state standards; (3-15-22)

b. A physical fitness and personal health component; (3-15-22)

c. Career and technical education component approved by the state division of career technical education; (3-15-22)

d. A personal finance, parenting, and child care component; and (3-15-22)

e. A personal and career counseling component. (3-15-22)

02. Graduation Credit. Graduation credit may be earned in the following areas: academic subjects, electives, and approved work-based learning experiences. Nonacademic courses, i.e., classroom and office aides do not qualify for credit unless they are approved work-based learning experiences. (3-15-22)

03. Special Services. Special services for at-risk youth enrolled in alternative secondary programs include the following where appropriate: (3-15-22)

a. A day care center when enrollees are also parents. This center should be staffed by a qualified child care provider. (3-15-22)

b. Direct social services that may include officers of the court, social workers, counselors/ psychologists. (3-15-22)

c. All services in accordance with the student's Individualized Education Program. (3-15-22)

111. ASSESSMENT IN THE PUBLIC SCHOOLS.

01. Philosophy. Acquiring the basic skills is essential to realization of full educational, vocational and personal/social development. Since Idaho schools are responsible for instruction in the basic scholastic skills, the State Board of Education has a vested interest in regularly surveying student skill acquisition as an index of the effectiveness of the educational program. This information can best be secured through objective assessment of student growth. The State Board of Education will provide oversight for all components of the comprehensive assessment program. (3-15-22)

02. Purposes. The purpose of assessment in the public schools is to: (3-15-22)

a. Measure and improve student achievement; (3-15-22)

b. Assist classroom teachers in designing lessons; (3-15-22)

c. Identify areas needing intervention and remediation, and acceleration; (3-15-22)

d. Assist school districts in evaluating local curriculum and instructional practices in order to make needed curriculum adjustments; (3-15-22)

e. Inform parents and guardians of their child's progress; (3-15-22)

f. Provide comparative local, state and national data regarding the achievement of students in essential skill areas; (3-15-22)

g. Identify performance trends in student achievement across grade levels tested and student growth over time; and (3-15-22)

h. Help determine technical assistance/consultation priorities for the State Department of Education. (3-15-22)

03. Content. The comprehensive assessment program will consist of multiple assessments, including, the Idaho Reading Indicator (IRI), the National Assessment of Educational Progress (NAEP), the Idaho English Language Assessment, the Idaho Standards Achievement Tests (ISAT), the Idaho Alternate Assessment, and a college entrance exam. (3-15-22)

04. Testing Population. All students in Idaho public schools, grades kindergarten through twelve (K-12), are required to participate in the comprehensive assessment program approved by the State Board of Education and funded. (3-15-22)

a. All students who are eligible for special education shall participate in the statewide assessment

program. (3-15-22)

b. Each student's individualized education program team shall determine whether the student shall participate in the regular assessment without accommodations, the regular assessment with accommodations or adaptations, or whether the student qualifies for and shall participate in the alternate assessment. (3-15-22)

c. Limited English Proficient (LEP) students, as defined in Subsection 112.05.g.iv., may receive designated supports or accommodations, or both, for the ISAT assessment if need has been indicated by the LEP student's Educational Learning Plan (ELP) team. The team shall outline the designated supports or accommodations, or both, in an ELP prior to the assessment administration. Designated supports or accommodations, or both, shall be familiar to the student during previous instruction and for other assessments. LEP students who are enrolled in their first year of school in the United States may take Idaho's English language assessment in lieu of the English language ISAT, but will still be required to take the ISAT (Mathematics and Science). Such LEP students will be counted as participants for the ninety-five percent (95%) participation target, as described in Subsection 112.05.e. However, such LEP students are not required to be counted for accountability purposes as described in Subsection 112.05.i. (3-15-22)

05. Scoring and Report Formats. Scores will be provided for each subject area assessed and reported in standard scores, benchmark scores, or holistic scores. Test results will be presented in a class list report of student scores, building/district summaries, content area criterion reports by skill, disaggregated group reports, and pressure sensitive labels as appropriate. Information about the number of students who are eligible for special education who participate in regular and alternate assessments, and their performance results, shall be included in reports to the public if it is statistically sound to do so and would not disclose performance results identifiable to individual students. (3-15-22)

a. All students taking the Idaho Standards Achievement Test (ISAT) must have a unique student identifier. (3-15-22)

b. Districts must send all assessment results and related communication to parents within three (3) weeks of receipt from the state. (3-15-22)

06. Comprehensive Assessment Program. The State approved comprehensive assessment program is outlined in Subsections 111.06.a. through 111.06.n. Each assessment will be comprehensive of and aligned to the Idaho State Content Standards it is intended to assess. In addition, districts are responsible for writing and implementing assessments in those standards not assessed by the state assessment program. (3-15-22)

a. Kindergarten - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (3-15-22)

b. Grade 1 - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (3-15-22)

c. Grade 2 - Idaho Reading Indicator, Idaho Alternate Assessment, Idaho English Language Assessment. (3-15-22)

d. Grade 3 - Idaho Reading Indicator, Grade 3 Idaho Standards Achievement Tests in English language usage and mathematics, Idaho Alternate Assessment, Idaho English Language Assessment. (3-15-22)

e. Grade 4 - National Assessment of Educational Progress, Grade 4 Idaho Standards Achievement Tests in English language usage and mathematics, Idaho Alternate Assessment, Idaho English Language Assessment. (3-15-22)

f. Grade 5 - Grade 5 Idaho Standards Achievement Tests in English language usage, mathematics, and science; Idaho Alternate Assessment; Idaho English Language Assessment. (3-15-22)

g. Grade 6 - Grade 6 Idaho Standards Achievement Tests in English language usage and mathematics, Idaho Alternate Assessment, Idaho English Language Assessment. (3-15-22)

h. Grade 7 - Grade 7 Idaho Standards Achievement Tests in English language usage and mathematics, Idaho Alternate Assessment, Idaho English Language Assessment. (3-15-22)

i. Grade 8 - National Assessment of Educational Progress; Grade 8 Idaho Standards Achievement Tests in English language usage, mathematics, and science; Idaho Alternate Assessment; Idaho English Language Assessment. (3-15-22)

j. Grade 9 - High School Idaho Standards Achievement Tests (optional at the discretion of the school district or charter school), Idaho Alternate Assessment, Idaho English Language Assessment. (3-15-22)

k. Grade 10 - High School Idaho Standards Achievement Tests (optional at the discretion of the school district or charter school), Idaho Alternate Assessment, Idaho English Language Assessment. (4-6-23)

l. Grade 11 - High School Idaho Standards Achievement Test in English language usage and mathematics, science, Idaho Alternate Assessment, Idaho English Language Assessment, and college entrance exam (optional at the discretion of the student's parent). (4-6-23)

m. Grade 12 - National Assessment of Educational Progress, Idaho English Language Assessment, and college entrance exam (optional at the discretion of the student's parent). (4-6-23)

07. Comprehensive Assessment Program Schedule. (3-15-22)

a. The Idaho Standards Achievement Tests will be administered in the Spring in a time period specified by the State Board of Education. (3-15-22)

b. The Idaho Alternate Assessment will be administered in a time period specified by the State Board of Education. (3-15-22)

c. Idaho's English Language Assessment will be administered in a time period specified by the State Board of Education. (3-15-22)

08. Achievement Standards. Assessment achievement standards, development standards, and performance level descriptors will be set by the State Board of Education in a schedule and format established by the Board and will be made available through the State Board of Education and Department of Education websites. Achievement standards, development standards, and performance level descriptors include, but are not limited to: (4-6-23)

a. The Idaho English Language Proficiency Assessment Achievement Standards. (4-6-23)

b. The Idaho Standards Achievement Tests (ISAT) Achievement Standards. (4-6-23)

c. The Idaho Alternate Assessment Achievement Standards. (4-6-23)

09. Costs Paid by the State. Costs for the following testing activities will be paid by the state: (3-15-22)

a. All consumable and non-consumable materials needed to conduct the prescribed statewide comprehensive assessment program; (3-15-22)

b. Statewide distribution of all assessment materials; and (3-15-22)

c. Processing and scoring student response forms, distribution of prescribed reports for the statewide comprehensive assessment program. (3-15-22)

10. Costs of Additional Services. Costs for any additional administrations or scoring services not included in the prescribed statewide comprehensive assessment program will be paid by the participating school

districts. (3-15-22)

11. Test Security, Validity and Reliability. (3-15-22)

a. Test security is of the utmost importance. To ensure integrity of secure test items and protect validity and reliability of test outcomes, test security must be maintained. School districts will employ security measures in protecting statewide assessment materials from compromise. Each individual who has any opportunity to see test items must sign a state-provided confidentiality agreement, which the district must keep on file in the district for at least two (2) years. Documentation of security safeguards must be available for review by authorized state and federal personnel. (3-15-22)

b. Any assessment used for federal reporting shall be independently reviewed for reliability, validity, and alignment with the Idaho Content Standards. (3-15-22)

12. Demographic Information. Accurate demographic information must be submitted as required for each test to assist in interpreting test results. It may include but is not limited to race, sex, ethnicity, and special programs, (Title I, English proficiency, migrant status, special education status, gifted and talented status, and socio-economic status). (3-15-22)

13. Dual Enrollment. For the purpose of non-public school student participation in non-academic public school activities as outlined in Section 33-203, Idaho Code, the Idaho State Board of Education recognizes the following: (3-15-22)

a. The Idaho Standards Achievement Tests (grades 3-8 and High School). (3-15-22)

b. A portfolio demonstrating grade level proficiency in at least five (5) of the subject areas listed in Subsections 111.13.b.i. through 111.13.b.vi. Portfolios are to be judged and confirmed by a committee comprised of at least one (1) teacher from each subject area presented in the portfolio and the building principal at the school where dual enrollment is desired. (3-15-22)

i. Language Arts/Communications. (3-15-22)

ii. Math. (3-15-22)

iii. Science. (3-15-22)

iv. Social Studies. (3-15-22)

v. Health. (3-15-22)

vi. Humanities. (3-15-22)

112. ACCOUNTABILITY.

School district, charter district and public charter school accountability will be based on multiple measures aimed at providing meaningful data showing progress toward interim and long-term goals set by the State Board of Education for student achievement and school improvement. The state accountability framework will be used to meet both state and federal school accountability requirements and will be broken up by school category and include measures of student academic achievement and school quality as determined by the State Board of Education. In addition to those measures identified in the state accountability framework, all school categories will administer an annual satisfaction and engagement survey to parents, students, and teachers. (4-6-23)

01. School Category. (3-15-22)

a. Kindergarten through grade eight (K-8): Schools in this category include elementary and middle schools as defined in Subsection 112.05.f. (3-15-22)

b. High Schools, not designated as alternative high schools, as defined in Subsection 112.05.f.

(3-15-22)

c. Alternative High Schools. (3-15-22)

02. Academic Measures. (4-6-23)

a. K-8, High School, and Alternative High School: (4-6-23)

i. Idaho Standards Achievement Tests (ISAT) Proficiency. (3-15-22)

ii. ISAT growth toward proficiency based on a trajectory model approved by the State Board of Education. At the high school and alternative high school level growth will be measured for students who remain in the testing cohort in both grade 8 and high school. (4-6-23)

i. ISAT proficiency gap closure. (3-15-22)

ii. English Learners achieving English language proficiency. (3-15-22)

iii. English Learners achieving English language growth toward proficiency. (3-15-22)

b. K-8 only: (4-6-23)

i. Idaho statewide reading assessment proficiency as applicable to the grades served. (4-6-23)

c. High School and Alternative High School specific: (4-6-23)

i. Four (4) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term. (3-15-22)

ii. Five (5) year cohort graduation rate, including students who complete graduation requirements prior to the start of the school district or charter schools next fall term. (3-15-22)

03. School Quality Measures by School Category. (3-15-22)

a. K-8, High School, and Alternative High School: (4-6-23)

i. Communication with parents on student achievement (4-6-23)

ii. Chronic absenteeism (4-6-23)

b. K-8 Only (4-6-23)

i. Students in grade 8 enrolled in pre-algebra or higher. (3-15-22)

c. High School and Alternative High School: (4-6-23)

i. College and career readiness determined through a combination of students participating in advanced opportunities, earning industry recognized certification, and/or participation in recognized high school apprenticeship programs. (3-15-22)

ii. Credit recovery and accumulation. (4-6-23)

d. High School only: (4-6-23)

i. Students in grade 9 enrolled in algebra I or higher. (3-15-22)

04. Reporting. Methodologies for reporting measures and determining performance will be set by the

State Board of Education. (3-15-22)

05. Annual Measurable Progress Definitions. For purposes of calculating and reporting progress, the following definitions shall be applied. (3-15-22)

a. Annual Measurable Progress. (3-15-22)

i. The State Department of Education will make determinations for schools and districts each year. Results will be given to the districts at least one (1) month prior to the first day of school. (3-15-22)

ii. The State Board of Education will set long-term goals and measurements of interim progress targets toward those goals. The baseline for determining measurable student progress will be set by the State Board of Education and shall identify the amount of growth (percentage of students reaching proficiency) required for each intermediate period. (3-15-22)

b. Full Academic Year (continuous enrollment). (3-15-22)

i. A student who is enrolled continuously in the same public school from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included in the calculation to determine if the school achieved progress in any statewide assessment used for determining proficiency. A student is continuously enrolled if the student has not transferred or dropped-out of the public school. Students who are serving suspensions are still considered to be enrolled students. (3-15-22)

ii. A student who is enrolled continuously in the school district from the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included when determining if the school district has achieved AYP. (3-15-22)

iii. A student who is enrolled continuously in a public school within Idaho from the end of the first eight (8) weeks or fifty-six (56) calendar days of the school year through the state approved spring testing administration period, not including the make-up portion of the test window, will be included when determining if the state has achieved progress in any statewide assessment used for determining proficiency. (3-15-22)

c. Participation Rate. (3-15-22)

i. Failure to include ninety-five percent (95%) of all students and ninety-five percent (95%) of students in designated subgroups automatically identifies the school as not having achieved measurable progress in ISAT proficiency. The ninety-five percent (95%) determination is made by dividing the number of students assessed on the Spring ISAT by the number of students reported on the class roster file for the Spring ISAT. (3-15-22)

(1) If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate can be calculated by the most current three (3) year average of participation. (3-15-22)

(2) Students who are absent for the entire state-approved testing window because of medical reasons or are homebound are exempt from taking the ISAT if such circumstances prohibit them from participating. Students who drop out, withdraw, or are expelled prior to the beginning of the final makeup portion of the test window are considered exited from the school. (3-15-22)

ii. For groups of ten (10) or more students, absences for the state assessment may not exceed five percent (5%) of the current enrollment or two (2) students, whichever is greater. Groups of less than ten (10) students will not have a participation determination. (3-15-22)

d. Schools. As used in this section, schools refers to any school within a school district or charter district and public charter schools. (3-15-22)

i. An elementary school includes a grade configuration of grades Kindergarten (K) through six (6)

inclusive, or any combination thereof. (3-15-22)

ii. A middle school is a school that does not meet the definition of an elementary school and contains grade eight (8) but does not contain grade twelve (12). (3-15-22)

iii. A high school is any school that contains grade twelve (12). (3-15-22)

iv. An alternative high school is any school that contains grade twelve (12) and meets the requirements of Section 110 of these rules. (3-15-22)

v. The accountability of public schools without grades assessed by this system (i.e., K-2 schools) will be based on the third grade test scores of the students who previously attended that feeder school. (3-15-22)

vi. A "new school" for purposes of accountability is a wholly new entity receiving annual measurable progress determinations for the first time, or a school with a significant student population change as a result of schools being combined or geographic boundaries changing, or a result of successful school restructuring sanctioned by the Office of the State Board of Education. (3-15-22)

e. Subgroups. Scores on the ISAT must be disaggregated and reported by the following subgroups: (3-15-22)

i. Race/Ethnicity - Black/African American, Asian, Native Hawaiian/Pacific Islander, White, Hispanic/Latino Ethnicity, American Indian/Alaska Native. (3-15-22)

ii. Economically disadvantaged - identified through the free and reduced lunch program. (3-15-22)

iii. Students with disabilities - individuals who are eligible to receive special education services through the Individuals with Disabilities Education Act (IDEA). (3-15-22)

iv. Limited English Proficient - individuals who do not score proficient on the state-approved language proficiency test and meet one (1) of the following criteria: (3-15-22)

(1) Individuals whose native language is a language other than English; or (3-15-22)

(2) Individuals who come from environments where a language other than English is dominant; or (3-15-22)

(3) Individuals who are American Indian and Alaskan natives and who come from environments where a language other than English has had a significant impact on their level of English language proficiency, and who, by reason thereof, have sufficient difficulty speaking, reading, writing, or understanding the English language to deny such individuals the opportunity to learn successfully in classrooms, where the language of instruction is English. (3-15-22)

f. Graduation Rate. The graduation rate will be based on the rate of the cohort of students entering grade nine (9) during the same academic year and attending or exiting the school within a four (4) year or five (5) year period as applicable to the measure being determined. In determining the graduation cohort the school year shall include the students who complete graduation requirements prior to the start of the school district or charter schools next fall term. School districts may only report students as having graduated if the student has met, at a minimum, the state graduation requirements, pursuant to Section 105, and will not be returning to the school in following years to complete required academic course work. The State Board of Education will establish a target for graduation. All high schools must meet the target or make sufficient progress toward the target each year, as determined by the State Board of Education. The graduation rate will be disaggregated by the subgroups listed in Subsection 112.05.g. (3-15-22)

g. Additional Academic Indicator. The State Board of Education will establish a target for all additional academic and school quality measures. All schools must maintain or make progress toward the additional academic and school quality measure target each year. The additional academic and school quality measure targets

will be disaggregated by the subpopulations listed in Subsection 112.05.g. (3-15-22)

113. (RESERVED)

114. FAILURE TO MEET ANNUAL MEASURABLE PROGRESS.

01. Accountability Measures and Timelines. Accountability measures and timelines will be determined by the state board of education for school districts and schools who fail to meet annual measurable progress. (3-15-22)

02. Compliance with Federal Law. All schools and local educational agencies in this state shall comply with applicable federal laws governing specific federal grants. (3-15-22)

a. With respect to schools and local educational agencies in this state that receive federal grants under title I of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015 (Title I schools), the State Department of Education shall develop procedures for approval by the State Board of Education, consistent with federal law, that describe actions to be taken by local educational agencies and schools in this state in regard to schools that fail to meet interim and long-term progress goals. (3-15-22)

b. With respect to schools and local educational agencies in this state that do not receive federal grants under Title I of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015, such non-Title I schools and local educational agencies shall be required to comply with federal law and state requirements with the procedures relating to failure to meet interim and long-term progress goals as provided in Subsection 114.02.a. of this rule, as if they were Title I schools, except that any provisions relating to the use of federal grants to pay for such expenses shall not be applicable to such non-Title I schools and local educational agencies. In such event, non-title I schools shall be required to fund such compliance costs from general operating funds. (3-15-22)

115. -- 117. (RESERVED)

118. HOME SCHOOL.
Any student not attending a public or private school within the state of Idaho may, as an alternative, receive educational instruction in a home school setting at the direction of the student's parent or guardian. A home schooled student is required to receive such instruction in subjects commonly and usually taught in the public schools of the state of Idaho. (3-15-22)

119. -- 127. (RESERVED)

128. CURRICULAR MATERIALS SELECTION AND ONLINE COURSE APPROVAL (SECTIONS 33-118; 33-118A, IDAHO CODE).
The State Board of Education will appoint a committee to select curriculum materials. Committee appointments will be for a period of five (5) years. Committee appointments shall consist of not less than ten (10) total members from the following stakeholder groups: certified Idaho classroom teachers, Idaho public school administrators, Idaho higher education officials, parents, trustees, local board of education members, members of the Division of Career Technical Education, and State Department of Education personnel. The Executive Secretary will be an employee of the State Department of Education and will be a voting member of the committee. The State Department of Education shall charge publishers submission fees of sixty dollars ($60) or equal to the retail price of each, whichever is greater, to defray the costs incurred in the curricular material review and adoption process. (3-23-22)

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

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

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

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

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

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

129. -- 139. (RESERVED)

140. WORKFORCE SKILLS.

01. Academic Skill Development. All students will be provided the opportunity to develop their academic skills (i.e., reading, language arts and communication, mathematics, science, social studies) and to develop the skills necessary for entering the workforce, including self-management skills (i.e., ability to plan, self-discipline, respect for authority, ongoing skill improvement), individual and teamwork skills (i.e., personal initiative, working with others), thinking/information skills (i.e., reasoning, problem solving, acquiring and using information) and vocational-technical skills based on the standards of the industry as approved by the State Board of Vocational Education. (3-15-22)

02. Other Skill Development. Recognizing that students may or may not be active in the workforce, the State Board believes all students should be provided the opportunity to become contributing community and family members. This instruction includes homemaking skills (i.e., nutrition, child development, resource management); balancing work and family responsibilities; and entrepreneurial skills. (3-15-22)

03. Work-Based Learning Experiences. Work-based learning experiences may be provided as part of the instruction in the school. For students to receive credit, these experiences will include: training plans, training agreements, approved work sites, and supervision by appropriately certificated personnel. If work-based learning experiences are selected, they will be included in the Parent Approved Student Career Pathways Plans. Instruction will be organized to facilitate a successful transition into the workforce and further education. (3-15-22)

141. -- 159. (RESERVED)

160. SAFE ENVIRONMENT AND DISCIPLINE.

01. Each school district and public charter school will have a comprehensive school district or charter school wide policy and procedures encompassing the following:

School Climate
Discipline
Student Health
Violence Prevention
Possessing Weapons on Campus
Substance Abuse - Tobacco, Alcohol, and Other Drugs
Suicide Prevention
Student Harassment

Drug-free School Zones
Building Safety including Evacuation Drills
Relationship Abuse and Sexual Assault Prevention and Response

(4-6-23)

a. Student health policies must include: (4-6-23)

i. seizure action plans identifying staff qualified to assist in the instance of a seizure, administration of seizure rescue medication, and any required staff training and timelines for training. (4-6-23)

ii. administration of medical inhalers, epinephrine auto-in-ejectors, insulin and blood glucose monitoring, pursuant to Section 33-520, Idaho code. (4-6-23)

iii Allowed uses of opioid-related overdose intervention, including any permissible uses of naloxone if approved by the local education agency for use. (4-6-23)

b. A review of these policies and procedures will be conducted annually. (See Section 33-1612, Idaho Code) (4-6-23)

161. -- 170. (RESERVED)

171. GIFTED AND TALENTED PROGRAMS.

01. Definitions. The following definitions apply only to Section 171 of these rules. (3-15-22)

a. Gifted/talented children. Those students who are identified as possessing demonstrated or potential abilities that give evidence of high performing capabilities in intellectual, creative, specific academic or leadership areas, or ability in the performing or visual arts and who require services or activities not ordinarily provided by the school in order to fully develop such capabilities Section 33-2001, Idaho Code. (3-15-22)

02. District Plan. Each school district shall develop and write a plan for its gifted and talented program. The plan shall be submitted to the Department no later than October 15, 2001. The plan shall be updated and submitted every three (3) years thereafter and shall include: (3-15-22)

a. Philosophy statement. (3-15-22)

b. Definition of giftedness. (3-15-22)

c. Program goals. (3-15-22)

d. Program options. (3-15-22)

e. Identification procedures. (3-15-22)

f. Program evaluation. (3-15-22)

03. Screening. The district's process for identifying gifted and talented students shall include the following steps: (3-15-22)

a. The district shall screen all potentially gifted and talented students to ensure they have an opportunity to be considered; and (3-15-22)

b. The district shall assess those students meeting the screening criteria and gather additional information concerning their specific aptitudes and educational needs; and (3-15-22)

c. The district shall match student needs with appropriate program options. (3-15-22)

04. Assessment. Placement decisions shall not be determined by a single criterion (for instance, test scores, other measurement, teacher recommendation, or nomination). The district's identification process shall use multiple indicators of giftedness with information obtained through the following methods and sources: (3-15-22)

a. Procedures for obtaining information about students shall include formal assessment methods, such as group and individual tests of achievement, general ability, specific aptitudes and creativity. (3-15-22)

b. Procedures for obtaining information about students shall also include informal assessment methods, such as checklists, rating scales, pupil product evaluations, observations, nominations, biographical data, questionnaires, interviews and grades. (3-15-22)

c. Information about students shall be obtained from multiple sources, such as teachers, counselors, peers, parents, community members, subject area experts, and the students themselves. (3-15-22)

172. -- 199. (RESERVED)

200. K-12 IDAHO CONTENT STANDARDS.
Section 105 sets forth the minimum graduation requirements for all students graduating from Idaho public high schools, as authorized by Section 33-118, Idaho Code. The standards set forth in Section 004 are the minimum standards to be used by every school district in the state in order to establish a level of academic content necessary to graduate from Idaho's public schools. Each school district may set standards more rigorous than these state content standards but no district shall use any standards less rigorous than those set forth in these Thoroughness rules. (4-6-23)

201. -- 999. (RESERVED)

DEPARTMENT OF SPECIAL EDUCATION

Special Education Manual ~~2024~~ 2025

~~*Approved*~~ *Adopted by the State Board of Education*

~~*November 21, 2024*~~ *August 20, 2025*

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Nondiscrimination Clause

Federal law prohibits discrimination on the basis of race, color, religion, sex, national origin, age, or disability in any educational programs or activities receiving federal financial assistance. (Title VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990.)

It is the policy of the Idaho ~~State~~ Department of Education not to discriminate in any educational programs or activities, or in employment practices.

Inquiries regarding compliance with this nondiscriminatory policy may be directed to the State Superintendent of Public Instruction, P.O. Box 83720, Boise, ID 83720-0027, (208) 332-6800, or to the Director, Office of Civil Rights, Department of Education, Washington, D.C.

Idaho Special Education Manual

The policies and procedures contained in this Idaho Special Education Manual have been developed by the ~~State Department of Education (SDE)~~ Idaho Department of Education and offered to local education agencies (LEAs) for adoption. This Manual has been approved by the State Board of Education, meets the IDEA eligibility requirement of 20 U.S.C. Section 1412, and is consistent with state and federal laws, rules, regulations, and legal requirements.

In the case of any conflict between Idaho Administrative Code (IDAPA) and the Individuals with Disabilities Education Act (IDEA), the IDEA shall supersede the IDAPA, and IDAPA shall supersede this Manual.

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ACRONYMS AND ABBREVIATIONS

Section 504	Section 504 of the Rehabilitation Act of 1973
AA	Alternate Assessment
ADA	Americans with Disabilities Act
~~A.D.A.~~	~~Average Daily Attendance~~
~~ADD~~	~~Attention Deficit Disorder~~
ADHD	Attention Deficit Hyperactivity Disorder
AT	Assistive Technology
BIP	Behavioral Intervention Plan
~~CALP~~	~~Cognitive Academic Language Proficiency~~
CAP	Corrective Action Plan
CEIS	Comprehensive Early Intervening Services
C.F.R./CFR	Code of Federal Regulations
CIP	Continuous Improvement Plan
DD	Developmental Delay
DHW	Department of Health and Welfare
DJC	Department of Juvenile Corrections

DR	Dispute Resolution
EBD	Emotional Behavioral Disorder
ECSE	Early Childhood Special Education
EL	English Learner
ESEA	Elementary and Secondary Education Act
ESSA	Every Student Succeeds Act
ESY	Extended School Year
FAPE	Free and Appropriate Public Education
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
~~GED~~	~~General Education Development~~
IAES	Interim Alternative Educational Setting
~~IBI~~	~~Intensive Behavioral Interventions~~
IDAPA	Idaho Administrative Procedures Act
IDEA	Individuals with Disabilities Education Act
~~IDELR~~	~~Individuals with Disabilities Education Law Report~~
IEE	Independent Educational Evaluation

IEP	Individual Education Program
IFSP	Individual Family Services Plan
IPUL	Idaho Parents Unlimited, Inc.
IQ	Intelligence Quotient
ISAT	Idaho Standards Achievement Test
ITP	Infant/Toddler Program
JDC	Juvenile Detention Center
LEA	Local Education Agency
~~LEP~~	~~Limited English Proficiency~~
LI	Language Impairment
~~LD~~	~~Learning Disability~~
LRE	Least Restrictive Environment
MTSS	Multi-Tiered System of Support
OCR	Office of Civil Rights
OHI	Other Health ~~Impaired~~ Impairment
OI	Orthopedic Impairment
OT	Occupational Therapy

PBIS	Positive Behavioral Interventions and Supports
PBS	Positive ~~Behavioral~~ Behavior Supports
PII	Personally Identifiable Information
PLAAFP	Present Levels of Academic Achievement and Functional Performance ~~(Also known as PLOP for Present Levels of Performance)~~
~~PLOP~~	~~Present Levels of Performance (Also known as PLAAFP for Present Levels of Academic Achievement and Functional Performance)~~
PT	Physical Therapy
~~PTI~~	~~Parent Training and Information Center~~
RTI	Response to Intervention
SC~~I~~ID	Significant Cognitive ~~Impairment~~ Disabilities
SD	Standard Deviation
~~SDE~~	~~State Department of Education~~
SEA	State Education Agency
SEAP	Special Education Advisory Panel
SI	Speech Impairment
SLD	Specific Learning Disability

SP	Services Plan
SS	Standard Score
TBI	Traumatic Brain Injury
~~VI~~	~~Visual Impairment~~
~~WIOA~~	~~Workforce Innovation and Opportunity Act~~

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GLOSSARY

Academic achievement. A student's level of performance in basic school subjects, measured either formally or informally.

Accommodation. Changes in the curriculum, instruction, or testing format or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities. Accommodations are generally considered to include assistive technology as well as changes in presentation, response, timing, scheduling, and settings that do not fundamentally alter the requirements. Accommodations ~~do~~ must not invalidate assessment results and do not fundamentally alter ~~the~~ grade-level standard requirements. ~~(or course expectations).~~

Adaptation. Changes to curriculum, instruction, or assessments that fundamentally alter ~~the~~ grade-level requirements of the Idaho Content Standards~~,~~ but ~~that~~ enable a student with a disability that significantly impacts performance an opportunity to participate. Adaptations include strategies such as reading the reading portion of a test, using spelling/grammar check for language arts assessments, and substituting out-of-level testing. Adaptations fundamentally alter requirements and invalidate assessment results and provide non-comparable results.

Adaptive behavior. Behavior that displays an age-appropriate level of self-sufficiency and social responsibility which includes the following areas: communication, self-care, home living, social/interpersonal skills, use of community resources, direction, functional academic skills, work, leisure, health, or safety.

Administrative hearing. A formal legal proceeding conducted by a government agency or an appointed official (called a hearing officer) to resolve disputes involving rules, regulations, or laws overseen by that agency.

Adult student. A student with a disability, age eighteen (18) or older, to whom rights have transferred under the IDEA and Idaho Code, and who has not been deemed legally incompetent by a court or deemed ineligible to give informed consent by the IEP team.

Adverse effect ~~**Impact**~~ (adverse impact ~~effect~~). A determination made by the evaluation team that the student's progress is impeded by the disability to the extent that their educational performance is significantly and consistently below the level of ~~similar age~~ similar-age, grade-level peers, preventing the student from benefitting from general education. ~~The phrases "adverse impact" and "adverse effect" are used interchangeably in this Manual and have the same meaning.~~ See ~~also~~ "~~educational~~ Educational performance."

~~**Adult student**. A student with a disability, age eighteen (18) or older, to whom rights have transferred under the IDEA and Idaho Code, and who has not been deemed legally incompetent by a court or deemed ineligible to give informed consent by the IEP team.~~

Age-appropriate activities. Activities that typically-developing children of the same age would be performing or would have achieved.

Age of majority. The age at which, by law, a child assumes the responsibilities of an adult. In Idaho, the age of majority is eighteen (18).

~~**Aggregated data**. Information that is considered as a whole. In this Manual, the term refers to collective data on all students, including students with disabilities.~~

Alternate assessment. An academic assessment based on alternate academic achievement standards that have been reduced in depth, breadth, and complexity from the ~~Idaho Content Standards~~ general education assessment. The alternate assessment (AA) is intended only for those students with the most significant cognitive ~~impairments~~ disabilities, representing about 1% of the total student population.

Alternative school. ~~A public-school placement option that may be utilized for students who are not succeeding in the traditional school environment but may benefit through the use of modified curriculum or flexible programming.~~ A public-school option that has been established to provide instructional courses and programs designed to serve eligible at-risk youth so they can earn a high school diploma.

Americans with Disabilities Act (ADA) of 1990. A federal law prohibiting discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment. The ADA does not specifically name all of the impairments that are covered.

Articulation. The ability to speak distinctly and connectedly.

Articulation disorder. Incorrect productions of speech sounds, including omissions, distortions, substitutions and/or additions that may interfere with intelligibility.

~~**American with Disabilities Act (ADA) of 1990**. A federal law prohibiting discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment. The ADA does not specifically name all of the impairments that are covered.~~

Assessment. The formal or informal process of systematically observing, gathering, and recording credible information to help answer evaluation questions and make decisions. It is an integral component of the evaluation process. A test is one method of obtaining valid and reliable information within the assessment process. Assessment data may also include observations; interviews; medical reports; data regarding the effects of general education accommodations, adaptations, and interventions; and other formal or informal data.

Assistive technology device. Any item, piece of equipment, or product system whether acquired commercially, off ~~a~~ the shelf, modified, or customized that is used to increase, maintain, or

improve the functional capabilities of a student with a disability. Excludes surgically implanted medical devices.

Assistive technology service. Any service that directly assists a student with a disability with the assessment, selection, acquisition, or use of an assistive technology device. The term includes the evaluation of the need of the student; purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices; selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing devices; coordinating and using other therapies, interventions, or services with existing education and rehabilitation plans and programs; training or technical assistance for a student and/or family; and training or technical assistance for professionals, employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of the student.

~~**Attention deficit disorder (ADD)**. A biologically based mental disorder that has these typical characteristics: short attention span; distractive behavior; difficulty following directions and staying on task; and an inability to focus behavior. The disorder compromises many skills needed for academic success, including starting, following through with, and completing tasks; moving from task to task; and following directions.~~

Attention deficit hyperactivity disorder (ADHD). A ~~biologically based mental disorder in which a person has inappropriate degrees of inattention, impulsiveness and hyperactivity.~~ A developmental disorder characterized by an ongoing pattern of inattention, hyperactivity, or impulsivity.

Audiologist. A licensed health care professional who diagnoses and supports management of hearing loss, counseling to auditory needs across environments, and fitting of hearing technology.

Audiology. A related service that includes identification of students with hearing loss, determination of the range, nature, and degree of hearing loss, provision of habilitative activities, creation and administration of programs for prevention of hearing loss, counseling and guidance to students, parents and teachers regarding hearing loss, and the determination of student need for group and individual amplification, selecting and fitting an appropriate aid, and evaluating effectiveness of amplification.

Autism. A disability category in which a developmental disability, generally evident before age three (3), significantly affects verbal or nonverbal communication skills and social interactions and adversely affects educational performance. Other characteristics often associated with autism include engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.

Basic reading skills. For the purpose of specific learning disability eligibility, includes sight word recognition, phonics, and word analysis. Essential skills include identification of individual sounds and the ability to manipulate them, identification of printed letters and sounds associated with letters, and decoding of written language.

Behavioral intervention plan (BIP). A plan comprising practical and specific strategies designed to increase or reduce a definable behavior. These strategies address preventative techniques, teaching to skill deficits by identifying replacement behaviors based on the function of the behavior, ~~how to~~ and responding effectively to either reinforced desired behavior or re-teach in response to challenging behaviors. An effective BIP also includes a Crisis Plan when needed. ~~or resolve behaviors, and crisis management, if necessary.~~

Benchmark. A major milestone which describes the progress the student is expected to marked toward annual goals within a specified period of time. Similar to an objective.

Blindness or low vision. An IDEA disability category characterized by low vision that, even with correction, adversely affects a student's educational performance. The term includes partial sight, which refers to the ability to use vision as one channel of learning if educational materials are adapted, and blindness.

Braille. A tactile system of reading and writing, used by students who are blind or visually impaired, with an official code composed of Braille characters or cells that consist of various patterns of raised dots corresponding to alphabetic letters, punctuation marks and other symbols.

Business day. A workday (Monday through Friday) except for federal and state holidays, unless specifically included.

Calendar day. Used interchangeably with day unless otherwise indicated as a business day or a school day.

Case manager. A member of the evaluation and/or IEP team (usually the special education teacher) who is designated to perform administrative functions for the team, including: (1) setting up meetings; (2) ensuring appropriate forms are completed; (3) ensuring timelines are met; and (4) includes the responsibility of coordinating and overseeing the implementation of the IEP.

CCEIS. See "Comprehensive coordinated early intervening services."

CEIS. See "Voluntary coordinated early intervening services."

Change of placement. A change in educational placement relates to whether the student is moved from one type of educational program ~~-- i.e., regular class --~~ to another type ~~-- i.e., home instruction~~. ~~Or it~~ It may also occur when there is a significant change in the student's educational program even if the student remains in the same setting.

Change of placement for disciplinary reasons. A removal from the current educational placement for more than ten (10) consecutive school days or a series of removals that constitute a pattern when they total more than ten (10) school days in a school year. Factors such as the length of the removal, the proximity of the removals to one another, the total amount of time the student is removed ~~are indicators of a pattern~~, and whether the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals are indicators of a pattern.

Charter school LEA. A publicly funded, nonprofit, nonsectarian public school that operates as its own local education agency (LEA) or district. Charter LEAs may be authorized by the local school district or the Idaho Public Charter School Commission. Charter LEAs are required to provide services in accordance with IDEA and Section 504 of the Rehabilitation Act of 1973 and the ADA.

Charter school within a district. A publicly funded, nonprofit, nonsectarian public school that is created by a formal agreement (charter) between the charter board of directors and the board of trustees of the local school district and operates independently within the district. It is governed by the conditions of its approved charter, performance certificate, and federal and state laws. It is the responsibility of the local district to ensure that students attending such charter schools receive appropriate services as required by IDEA and Section 504 of the Rehabilitation Act of 1973 and the ADA.

Chemical restraint. Using drugs or medication to control behavior; not including those prescribed by and administered in accordance with the directions of a qualified health professional.

Child. An individual who has not attained age eighteen (18).

Child count. For purposes of the annual report required under IDEA, the State must count and report the number of ~~children~~ students with disabilities receiving special education and related services on any date between October 1 and December 1 of each year.

Child find. A process to locate, identify, and evaluate individuals ages three (3) through the day before the student's twenty-second (22nd) birthday ~~to twenty-one (21)~~ who are suspected of having a disability and in need of special education.

Civil action. A judicial action that any party who is aggrieved by the final decision of a due process hearing officer may bring in either a federal district court or a state court of competent jurisdiction (as designated by Idaho law).

~~**Cognitive academic language proficiency (CALP)**. CALP refers to language used during formal academic instruction and learning. CALP skills include listening, speaking, reading, and writing about subject area content material, and are essential to school success. It may take five to seven years for an English language learner to develop CALP.~~

Compensatory education or compensatory services. Educational services or remedies which are above and beyond those normally due a student under the State's education law. The principle is acknowledged by most courts that have considered the issue to be an appropriate equitable remedy when a student has been denied free appropriate public education. Educational services ~~Services~~ that would put the student in the same position had they not been denied a FAPE.

Complaint. (State complaint) A formal, written, and signed statement submitted to the Idaho ~~State~~ Department of Education by an individual or organization that contains one or more

allegations and the facts on which the statement is based that a district or agency has violated a requirement of IDEA within the last year (365 days).

Comprehensive coordinated early intervening services (CCEIS). Mandated services funded by a portion of IDEA Part B funds and designed to address significant disproportionality in special education by providing early support and interventions to students ages three (3) through grade twelve (12), particularly those who need additional academic or behavioral support, but who are not yet identified as needing special education.

Concurrent deficits. The presence of multiple challenges or limitations that occur simultaneously in both adaptive functioning and intellectual functioning to approximately the same degree. As it relates to the eligibility criteria for Intellectual Disability, concurrent deficits are two (2) standard deviations below the mean plus or minus the standard error of measurement at the ninety-five (95) percent confidence level.

~~**Coordinated early intervening services (CEIS).** Services for students (K-12) who need additional academic and behavioral support to succeed in a general education environment. These students have not been identified has having a disability under the IDEA.~~

Consensus. Following the opportunity for each member to provide input and gain clarification, the resulting outcome where each member agrees to support the decision of the group. Consensus is both the commitment ~~general agreement~~ to support the decision, and the process of reaching such agreement to support the decision.

Consent. Voluntary, written approval of a proposed activity, as indicated by a parent/adult student signature. The parent/adult student must be fully informed of all relevant information in his or her native language or other mode of communication and must understand all information relevant to the activity to make a rational decision.

~~**Conservator**. A person appointed by the court to handle financial decisions for a person who is incapacitated or debilitated. In Idaho the conservator has all of the powers conferred in Idaho Statute 15-5-424 and any additional powers conferred by law on trustees in this state. In addition, a conservator of the estate of an unmarried minor under the age of eighteen (18) years, as to whom no one has parental rights, has the duties and powers of a guardian of a minor described in section 15-5-209 of this code until the minor attains the age of eighteen (18) or marries, but the parental rights so conferred on a conservator do not preclude appointment of a guardian as provided by part 2 of this chapter, Idaho Statute 15-5-424.~~

Controlled substance. Any drug so designated by law whose availability is restricted; i.e., so designated by federal Controlled Substances Acts. Included in such classifications are narcotics, stimulants, depressants, hallucinogens, and marijuana. ~~(~~[See Schedule I, II, III, IV or V in section (c) of the Controlled Substances Act (21 U.S.C. 812(c).]~~)~~

Core academic subjects. These include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography under the ESEA.

Corporal punishment. Knowingly and purposely inflicting physical pain on a student as a disciplinary measure.

~~**Core Content Connectors.** Alternate academic achievement standards in English/Language Art and Mathematics aligned with the Idaho Content Standards, which have been reduced in depth and complexity. The Idaho alternate assessment in English/Language Arts and Mathematics are based on these standards.~~

Corrective action plan (CAP). A plan that orders an ~~district~~ LEA as a result of an IDEA complaint to take corrective actions to resolve violations of IDEA ~~legal deficiency~~ as found by the Idaho Department of Education ~~SDE.~~

Counseling services. A related service which include services provided by qualified social workers, psychologists, guidance counselors, and other qualified personnel, including personnel qualified to provide services exclusively in a school setting.

Critical life skill. Skills that lead to independent functioning. Development of these skills can lead to reduced dependency on future caretakers and enhance students' integration with individuals without disabilities. Skills may include such things as toileting, feeding, mobility, communication, dressing, self-help, and social/emotional functioning.

Dangerous weapon. A weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 ½ inches in length.

Data-based decision making. The collecting of information that can be charted or graphed to document performance over time followed by an analysis of the information to determine needed changes in instruction, policies, programs, or procedures.

Day. Refers to a calendar day unless otherwise indicated as a business or school day.

Deaf-blindness. An IDEA disability category in which a student demonstrates hearing and low vision ~~visual impairments~~, and where the combination of these two disabilities causes such severe communication and other developmental and educational needs that the student cannot be accommodated with special education services designed solely for students with deafness or blindness.

Deaf or Hard of Hearing. A ~~child with~~ condition of hearing loss, whether permanent or fluctuating, that impairs the access, comprehension, and/or use of linguistic information through hearing, with or without amplification, and that adversely affects a child's educational performance.

Detained youth. Anyone aged three (3) through the day before the person's twenty-second (22nd) birthday ~~twenty-one (21)~~ who is being held for a crime regardless of whether or not that person has appeared before the court.

~~**Developmental achievement.** Gains a student makes which follow the pedagogic theory that all children learn in the same basic way and in the same sequence, although at different rates.~~

Developmental delay. An IDEA disability category used only for students ages three (3) through nine (9) for whom a significant delay exists in one or more of the following ~~skill~~ broad developmental areas: cognitive development, physical development, communication development, social or emotional development, or adaptive development. ~~receptive/expressive language; cognitive abilities; gross/fine motor functioning; social/emotional development; or self-help/adaptive functioning.~~ The use of this category is optional for ~~district~~ LEAs.

Disaggregated data. Information that is reported and/or considered separately on the basis of a particular characteristic. ~~In this Manual, the term refers to data on special education students as a group that are reported and/or considered separately from the same data on all students in a school, district, or state.~~

Discipline. Actions taken in response to a student's violation of the student code of conduct ~~code~~.

Disclosure. The access to or the release, transfer, or other communication of education records or personally identifiable information contained in these records by oral, written, electronic, or other means.

Disproportionality. A disparity or inequality. ~~In this Manual, the~~ The term refers to a statistical range of data where students of a specific race or ethnicity are identified in either greater or fewer numbers than expected when compared to the representation of that race or ethnicity within the general school population. The areas addressed in the IDEA are: (1) identification as a student with a disability; (2) identification of a student with a specific category of disability; ~~and~~ (3) placement in a particular educational setting; and (4) the incidence, duration of any type of disciplinary actions, including suspensions and expulsions.

District. A local educational agency (LEA) inclusive of the following terms: a local district, a state authorized charter school, a state operated program, and a traditional school. See ~~also~~ "LEA."

~~**Dropout**~~ **Drop out**. ~~A student who has~~ To voluntarily ~~left~~ leave an education system before completion of state graduation requirements. A student who has dropped out ~~and~~ is not known to be enrolled in any other educational program.

Dual enrollment. ~~A child of school-age who is enrolled in a nonpublic school (including a homeschool) or a public charter school and enrolled in a public school to participate in public school programs and activities, Idaho Statue 33-203.~~ Occurs when a child of school age who is enrolled in a private school or public charter school or is homeschooled requests to also enroll in a traditional school district (public non-charter school) or another public charter school in order to participate in public school programs and activities. See ~~also~~ "nonpublic school" and "nonpublic student."

Due process hearing. An administrative hearing conducted by an ~~SDE~~ Idaho Department of Education-appointed hearing officer to resolve disputes on any matter related to identification, evaluation, educational placement, or the provision of a free appropriate public education under the IDEA.

Dyslexia. A type of disability recognized by the IDEA as a type of SLD. According to the International Dyslexia Association, dyslexia is characterized by "difficulties with accurate and/or fluent word recognition and by poor spelling and decoding abilities. These difficulties typically result from a deficit in the phonological component of language that is often unexpected in relation to other cognitive abilities and the provision of effective classroom instruction." See "Specific learning disability."

Early Learning Guidelines (eGuidelines). See "Idaho Early Learning Guidelines (eGuidelines)."

~~**Educational performance**. A student's educational performance in achievement, developmental, and/or functional skills.~~

Education record. A student's record containing personally identifiable information maintained by an educational agency or institution, or by a party acting for the agency or institution, which may include, but is not limited to print, handwriting, computer media, video or audio tape, film, microfilm, and microfiche, but is not within the exceptions set out in the Family Educational Rights and Privacy Act (FERPA). The documents in the education record used to determine current eligibility and monitor current progress are considered part of the education record and are maintained. After the required retention period, items ~~Items~~ in the educational record that are no longer used, or have been summarized, may be removed from the educational record after written parental notification.

Educational performance. A student's educational performance in academic achievement, developmental, social, emotional, behavioral, and/or functional skills.

Educational services. Required services provided to a student which includes: the opportunity to continue to participate appropriately in general education instruction and curriculum, services outlined in the student's IEP, and participation with nondisabled peers to the same extent as the student participates with nondisabled peers in the current placement.

Educational services agency, other public institution or agencies. (1) An educational service agency, as defined in 34 CFR §300.12; and (2) Any other public institution or agency having administrative control and direction of a public elementary school or secondary school, including a public nonprofit charter school that is established as an LEA under State law.

Elementary school. ~~The term "elementary school" means a~~ A nonprofit institutional day or residential school, including a public elementary charter school, that provides elementary education, as determined under State law, 34 CFR §300.13. An elementary school

includes a grade configuration of grades one (1) through eight (8) inclusive, or any combination thereof, Section 33-116, Idaho Code.

~~**Eligibility/evaluation team**. A group of people, including the parent/adult student, charged with the responsibility to make decisions regarding evaluation, assessments, and eligibility. This team includes the same membership as the IEP team (although not necessarily the same individuals) and other qualified professionals, as appropriate.~~

Emotional behavioral disorder (EBD). An IDEA disability category in which a student has a condition exhibiting one or more of five behavioral or emotional characteristics over a long period of time, and to a marked degree, that adversely affects educational performance. The term *does not* include students who are socially maladjusted unless it is determined they have an emotional behavioral disorder. The term emotional behavioral disorder *does* include students who are diagnosed with schizophrenia.

English Learner (EL). When used with respect to an individual, this means an individual

A) who is aged three (3) through the day before the twenty-second (22nd) birthday;
B) who is enrolled or preparing to enroll in elementary or secondary school;
C) (i) who was not born in the United States or whose native language is a language other than English; or
(ii) who is a Native American or Alaska Native, or a native resident of the outlying areas; and who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or
(iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and
D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the him or her:
    a. the ability to meet the State's "proficient" level of achievement on State assessments;
    b. the ability to successfully achieve in classrooms where the language of instruction is English; or
    c. the opportunity to participate fully in society.

Essential components of reading instruction. The term means explicit and systematic instruction in (1) phonemic awareness, (2) phonics, (3) vocabulary development, (4) reading fluency, including oral reading skills, and (5) reading comprehension strategies.

Evaluation. A term that means using all required procedures to determine whether a child has a disability and the nature and extent of the special education and related services that the child needs.

Evaluation team. A group of people, including the parent/adult student, charged with the responsibility to make decisions regarding evaluation, assessments, and eligibility. This team includes the same membership as the IEP team (although not necessarily the same individuals) and other qualified professionals, as appropriate.

Expedited due process hearing. ~~An administrative hearing conducted by an SDE-appointed hearing officer to resolve disputes concerning discipline for which shortened timelines are in effect in accordance with the IDEA.~~ An administrative hearing with an expedited timeline that is only available to resolve disputes concerning discipline and/or placement related to discipline.

Expulsion. Removal of a student from school for an extended period of time. For general education students, services usually cease during an expulsion.

Extended school year (ESY). A program to provide special education and related services to an eligible student with a disability beyond the conventional number of instructional days in a school year and at no cost to the parents. An ESY program must be based on an IEP team decision and meet Idaho standards.

Extracurricular activities. Programs sponsored by an ~~district~~ LEA that are not part of the required curriculum but are offered to further the interests and abilities of students, e.g., athletics, special interest groups, or clubs sponsored by the LEA.

~~**FAPE**. (See "Free appropriate public education.")~~

~~**FERPA**. (See "Family Educational Rights and Privacy Act.")~~

Facilitation. A voluntary process during which a neutral and impartial individual, contracted by the ~~SDE~~ Idaho Department of Education, is appointed to conduct an IEP team or other special education related meeting.

Family Educational Rights and Privacy Act (FERPA). A federal law protecting the privacy of students and parents by mandating that personally identifiable information about a student contained in education records must be kept confidential unless otherwise provided by law. FERPA also contains provisions for access to records by parents, students, staff, and others.

FAPE. See "Free appropriate public education."

Fluency disorder. Stoppages in the flow of speech that are abnormally frequent and/or abnormally long. These interludes take the form of repetitions of sounds, syllables, or single syllable words; prolongations of sounds; or blockages of airflow and/or voicing in speech.

FERPA. See "Family Educational Rights and Privacy Act."

Free Appropriate Public Education (FAPE). A basic IDEA requirement which states that special education and related services are provided at public expense (free); in conformity with an appropriately developed IEP (appropriate); under public supervision and direction (public); and include preschool, elementary, and secondary education that meets the education standards, regulations, and administrative policies and procedures issued by the Idaho ~~State~~ Department of Education (education).

Functional achievement and performance. Gains made by a student which include programming in community living, reading, communication, self-care, social skills, domestic maintenance, recreation, and employment or vocational skills. Also called independent living skills.

Functional behavioral assessment (FBA). A systematic process for defining problem behavior and gathering medical, environmental, social, and instructional information that can be used to hypothesize about the function of student behavior.

General education curriculum. The curriculum ~~that is~~ designed for all students, usually consisting of ~~a common~~ core ~~of~~ subjects and curriculum areas adopted by a district, ~~that are~~ aligned to the Idaho ~~Achievement~~ Content Standards or district standards. ~~The general education curriculum is defined by either the Idaho Achievement Standards or the district content standards if they are as rigorous.~~

General education instruction. Grade-level, standards-aligned instruction in the regular education setting provided by qualified personnel.

General education interventions. Educational interventions designed to address ~~the students~~ student needs using tiered systems of support in general education ~~the core~~ and supplemental interventions. Such interventions may include whole-school approaches, scientifically based programs, and positive behavior supports, including accommodations and instructional interventions based on an individual student's skill deficit(s), designed to remedy, improve, or eliminate the skill deficit and conducted in the general education environment. ~~These interventions may also include professional development for teachers and other staff to enable such personnel to deliver scientifically based literacy instruction and/or instruction on the use of adaptive and instructional software.~~

Goal. A measurable statement of desired progress. In an IEP, annual goals must include academic and functional goals designed to meet a ~~child's~~ student's needs that result from his or her disability, enable the ~~child~~ student to be involved in and make progress in the general curriculum, and meet the ~~child's~~ student's other educational needs that result from the ~~child's~~ student's disability.

Graduation. The point in time when a student meets the ~~district~~ LEA and State requirements for receipt of an Idaho high school diploma.

Graduation meeting adapted requirements. The point in time when a student meets the graduation requirements outlined in the IEP but does not meet LEA and State requirements for graduation. The student is considered to have graduated by meeting adapted requirements and maintains the right to FAPE through the day before the twenty-second (22nd) birthday as long as other eligibility requirements are met.

Graduation meeting LEA and state requirements. The point in time when a student has met LEA and State requirements that apply to all students with or without accommodations in the classroom.

Guardianship. A judicial determination under which a competent adult has the legal right and duty to deal with problems, make decisions, and give consent for an adult with a disability (at least eighteen (18) years of age) who cannot act on his or her own behalf. The court will specify the nature and scope of the guardian's authority.

Health services. See "School health services."

Hearing officer. An individual appointed to conduct an impartial due process hearing procedures consistent with the IDEA.

High school. A component of the secondary school level, typically encompassing grades nine (9) through twelve (12). ~~Idaho Statute 33-119 defines secondary school as grades seven (7) through twelve (12) inclusive of any combination thereof.~~ See "secondary school."

Homebound student. A student whose IEP team determines the ~~child's~~ student's home is the least restrictive environment.

Homeless children and youth. Children and youth who lack a fixed, regular, and adequate nighttime residence as defined in the McKinney-Vento Homeless Assistance Act.

Homeschool. An education program delivered by parents who have decided to provide instruction in the home and not in a public or private school. A homeschool is a nonpublic school~~,~~ but is not considered a private school. A virtual public school is not a homeschool.

~~**Homeschooled students**~~ **Homeschool student**. A ~~homeschooled~~ student ~~is one~~ whose parents have decided to provide an educational program in the home with instruction provided by the parents. A homeschool student is considered a nonpublic school student~~,~~ but is not considered a private school student. A student who is enrolled in a virtual public school is not considered a homeschooled student for the duration that they attend that virtual public school.

Honig Injunction. A court order to remove a special education student from school or the current educational placement due to factors of dangerousness. ~~Districts~~ LEAs are required to continue with the provision of FAPE.

Idaho Content Standards. Educational standards in math and English language arts detailing what K-12 students should know at the end of each grade and establishing consistent standards across the ~~states~~ state, as well as ensuring that students graduating from high school are prepared to enter credit-bearing courses at two- or four-year college programs or enter the workforce.

Idaho Early Learning Guidelines (eGuidelines). Educational standards for young children designed to assist in guiding development and learning. These standards provide age-appropriate guidelines for children aged three (3) through the third (3rd) grade.

IEP. See "Individualized education program."

Illegal drug. A controlled substance; but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.

Illegal use of drugs. The unlawful use, possession, or distribution of substances identified under the Controlled Substances Act~~,~~ but does not include the use of a drug taken under supervision by a licensed health care professional.

Independent educational evaluation (IEE). One or more assessment(s) conducted by a qualified examiner(s) who is not employed by or contracted by the public agency or ~~district~~ LEA responsible for the education of the student in question.

Independent living skills. See "Functional achievement and performance."

Individualized education program (IEP). A written document (developed collaboratively by an IEP team made up of parents and school personnel) ~~which~~ that outlines the special education program for a student with a disability. This document is developed, reviewed, and revised ~~at~~ by an IEP team ~~meeting~~ at least annually.

Individualized education program (IEP) team. A team established by the IDEA and comprised of but not limited to the student's general education teacher, a special education teacher, a district representative, parents, the student when appropriate, and other knowledgeable persons. The team is responsible for developing an IEP, determining placement, and reviewing and revising the student's IEP and placement at least annually.

Individualized family service plan (IFSP). A written individualized plan for an infant or toddler ~~(~~[birth to three (3) years of age]~~)~~ with a disability that is developed by a multidisciplinary team, including the parents, under Part C of the IDEA.

Individuals with Disabilities Education Act (IDEA). A federal law ensuring services to children with disabilities. The IDEA governs how states and public agencies provide early intervention, special education, and related services to individuals with disabilities. Infants and toddlers with disabilities (birth to two) and their families receive services under IDEA Part C. Children and youth ~~(~~[ages three (3) through the day before the twenty-second (22nd) birthday] ~~to twenty-one (21)~~ receive special education and related services under IDEA Part B.

Informal Removal. Informal removal includes action taken outside of IDEA's discipline provisions by school personnel in response to student behavior which results in the student being excluded for all or part of a school day or for an indefinite period of time. This includes: removal for a portion of a school day that a student has been suspended; removal of the student from class; removal from LEA-provided transportation; sending the student home early; repeated reliance on law enforcement or school resource officer (SRO) intervention to manage behavior; or calling a parent/guardian to pick up a student. Informal removals are considered disciplinary

removals and must be counted in the ten (10) consecutive or cumulative removals leading to change in placement.

Initial provision of service. The first time that a child with a disability is provided special education and related services. This is also referred to as the "initial placement" and means the first time a parent is offered special education and related services for their child after an initial evaluation and eligibility determination.

In-lieu of transportation. ~~Alternate method of transporting students to and from school.~~ In place of, or instead of, providing transportation. It generally refers to a situation where an LEA offers payment or another form of compensation instead of traditionally-provided transportation.

In-school suspension (ISS). Removal from the IEP-determined placement within the school setting. ISS is considered a disciplinary removal unless all three components of educational services are provided to the student: participation in general education instruction and curriculum, access to services outlined in the student's IEP, and participation with nondisabled peers to the same extent as the student participates with nondisabled peers in the current placement.

Instructional intervention. An action or strategy based on an individual student's skill deficit(s) ~~problem~~ that is designed to remedy, improve, or eliminate the skill deficit ~~identified problem~~.

Intellectual disability. An IDEA disability category in which ~~significant sub-average~~ significantly below-average general intellectual functioning exists concurrently with deficits in adaptive behavior. These deficits are manifested during the student's developmental period and adversely affect the student's educational performance. ~~The terms "mental retardation" and "cognitive impairment" were previously used to refer to this condition.~~

Intelligence quotient (IQ). A number used to express the apparent relative intelligence of an individual. This is most referenced in this Manual as it relates to Intellectual Disability.

Interagency agreement. A written document that defines the coordination between the state and/or public/private agencies and/or ~~districts~~ LEAs with respect to the responsibilities of each party for providing and funding special education programs and special education and related services.

Interim alternative educational setting (IAES). The educational setting in which ~~a district~~ an LEA may place a student with a disability, for not more than forty-five (45) school days, if the student while at school, on school premises or at a school function carries a weapon or possesses a weapon; knowingly possesses, uses, sells or solicits the sale of illegal drugs or controlled substances; or has inflicted serious bodily injury upon another person. An IAES may also be ordered by a due process hearing officer based upon evidence that maintaining the current placement is substantially likely to result in injury to the student or others.

Interim IEP. A short-term IEP with all the components of a standard IEP developed by the IEP team. It may be used for students transferring from other districts pending the development of the standard IEP or other purposes as needed.

Interpreting services. A related service for students who are deaf or hard of hearing that includes oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services. Students who are deaf-blind may require special interpreting services. ~~The process of providing accessible communication between and among persons who are deaf, hard of hearing, or deaf-blind, and those who are hearing. The process includes, but is not limited to, communication between American Sign Language or other form of manual communication and English. The process may also involve various other modalities that involve visual, gestural and tactile methods including oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services, such as communication access real-time translation (CART), C-Print, and TypeWell.~~

Itinerant specialist or itinerant teacher. A teacher who ~~normally~~ typically travels and provides services to students in different schools or in the home or consults with teachers and administrators.

Joint custody. A court order awarding custody of a minor child to both parents and providing that physical and/or legal custody shall be shared by the parents.

Joint legal custody. A court order providing that the parents of a child are required to share the decision-making rights, responsibilities, and authority relating to the health, education, and general welfare of the child.

Joint physical custody. A court order awarding each parent significant periods of time in which a child resides with or is under the care and supervision of each parent. The actual amount of time is determined by the court.

Junior high. See "Middle school."

Language impairment. An IDEA disability category in which a delay or disorder exists in the development of comprehension and/or the uses of spoken or written language and/or other symbol systems and which adversely affects the student's educational performance. A language impairment may involve any one or a combination of the following: the form of language (morphological and syntactic systems); the content of language (semantic systems); and/or the function of language in communication (pragmatic systems).

Language therapy. A related service which includes identification of students with language impairments, diagnosis and appraisal of specific language impairments, referral for professional habilitation of language impairments when necessary, and provision of language services for the habilitation or prevention of communicative impairments.

Learning disability. See "specific learning disability."

Least restrictive environment (LRE). The IDEA requirement that students with disabilities, including those in public or private institutions or other care facilities, be educated with students who are nondisabled to the maximum extent appropriate.

Limited English Proficiency (LEP). The condition of having restricted ability to read, write, speak, or understand English, often requiring language assistance for effective communication, most often because English is not the primary language.

~~**Limited English proficient (LEP)**. An individual aged three (3) to twenty-one (21), who is enrolled or preparing to enroll in elementary or secondary school, he or she was not born in the United States or his or her native language is a language other than English; he or she is a Native American or Alaska Native, or a native resident of the outlying areas; he or she comes from an environment where a language other than English has had a significant impact on the individuals level of English language proficiency; or the individual is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. The LEP individual's difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the him or her the ability to meet the State's proficient level of achievement on State assessments; the ability to successfully achieve in classrooms where the language of instruction is English; or the opportunity to participate fully in society.~~

Listening comprehension. For the purpose of specific learning disability eligibility, refers to the understanding of the implications and explicit meanings of words and sentences of spoken language. This includes following directions, comprehending questions, and listening and comprehending in order to learn (e.g., auditory attention, auditory memory, and auditory perception). Listening comprehension also includes the ability to make connections to previous learning.

~~**Local district.** See "district" and "local educational agency (LEA)."~~

Local educational agency (LEA). A public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary schools or secondary schools. See "district."

Low vision or blindness. See "Blindness or low vision."

Manifestation determination. A determination by the parent and relevant members of the IEP team of whether or not the conduct in question was caused by or had a direct and substantial relationship to the student's disability or if the conduct in question was the direct result of the LEA's failure to implement the IEP.

Mathematics calculation. For the purpose of specific learning disability eligibility, this refers to the knowledge and retrieval of mathematical facts and the application of procedural knowledge in computation.

Mathematics problem solving. For the purpose of specific learning disability eligibility, refers to the ability to apply mathematical concepts and understandings to real-world situations, often through word problems. It is the functional combination of computation knowledge and application knowledge and involves the use of mathematical computation skills and fluency, language, reasoning, reading, and visual-spatial skills in solving problems. Essentially, it is applying mathematical knowledge at the conceptual level.

McKinney-Vento Homeless Assistance Act. This law is designed to address the problems that homeless children and youth have faced in enrolling, attending, and succeeding in school. Under this law, state educational agencies (SEAs) must ensure that each homeless child and youth has equal access to the same free, appropriate public education, including a public preschool education, as other children and youth.

Mechanical restraint. The use of any device or equipment to restrict a student's freedom of movement. This term does not include devices implemented by trained school personnel or utilized by a student that have been prescribed by an appropriate medical or related services professional and that are used for the specific and approved purposes for which such devices were designed, such as: adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; vehicle safety restraints when used as intended during the transport of a student in a moving vehicle; restraints for medical immobilization; or orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

Mediation. A voluntary, confidential, and structured process during which an ~~SDE~~ Idaho Department of Education-contracted individual is appointed to serve as an impartial and neutral third party to ~~help~~ helps parents and ~~district~~ LEA or agency personnel resolve an IDEA-related conflict. Mediation usually results in a written, legally-binding agreement that is mutually acceptable to both parties and enforceable in court.

Medicaid services (school-based). Those services, ~~assessment~~ assessments, and plan development for students receiving Medicaid which ~~school district~~ LEAs may bill for reimbursement with the consent of the parent.

Medical services. ~~Medical services mean services~~ Services provided by a licensed physician to determine a child's medically related disability that results in the child's need for special education and related services.

Middle school. ~~A middle school is a school that does not meet the definition of an elementary school and contains grade eight (8) but does not contain grade twelve (12).~~ Generally refers to grades six (6) through eight (8), which is the educational stage between elementary and high school. The term "middle school" is often interchangeable with the term "junior high."

Migrant student. A student who has not graduated from high school or completed a high school equivalency diploma ~~certificate~~ and resides within a family that ~~is composed of~~ includes one or more migrant ~~fisher~~ fishing or agricultural workers. The student has moved within

the preceding thirty-six (36) months in order for the family to obtain or seek this type of temporary or seasonal employment that is a principal means of livelihood.

Monitoring. An activity conducted by the Idaho ~~State~~ Department of Education to review an LEA's ~~school district's~~ compliance with federal laws, regulations, and state rules.

Multiple disabilities. ~~An IDEA disability category in which two or more deaf-blindness), whose combination causes such severe educational needs that the student cannot be accommodated in special education services designed solely for one of the impairments.~~ An IDEA disability category in which a student has two or more co-existing, severe impairments, one of which usually includes an intellectual disability or another lifelong, developmental disability. Students with multiple disabilities exhibit impairments that are lifelong, significantly interfere with independent functioning, and necessitate environmental accommodations or adaptations to enable the student to participate in school and society.

Multi-tiered system of support (MTSS). See "Tiered interventions." ~~A systemic educational practice of matching educational instruction and interventions to the needs of students. MTSS is a data-driven model involving frequent monitoring of student progress to determining if interventions are needed to improve individual student outcomes using evidenced-based practices.~~

Native language. The language or mode of communication normally used by an individual or, in the case of a student, the language normally used by the student's parents. In all direct contact with a student, the native language would be the language or mode of communication normally used by the student in the home or learning environment.

New teacher. ~~A teacher who has less than one (1) year of teaching experience.~~ A teacher in the first one to two years in their current role. An LEA may choose to expand this definition to encompass teachers new to the State, LEA, building, or teaching assignment.

Nonprofit. A school, agency, organization, or institution owned and operated by one (1) or more nonprofit corporations or associations, no part of the net earnings of which benefits, or may lawfully benefit, any private shareholder or individual.

Nonpublic school. An educational institution or program providing instruction outside a public school, including but not limited to a private school or homeschool.

Nonpublic student. Any student who receives educational instruction outside of a public school, including but not limited to a private school or homeschool student.

~~**Nonprofit**. The term 'nonprofit,' as applied to a school, agency, organization, or institution, means a school, agency, organization, or institution owned and operated by one (1) or more nonprofit corporations or associations no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual.~~

Nursing services. See "School health services."

Objectives. Measurable, intermediate steps that describe the progress the student is expected to make toward an annual goal in a specified amount of time~~; similar to a benchmark~~. Objectives are required in every IEP goal area when a student qualifies to take the Alternate Assessment.

Occupational therapist. A professional licensed by the Occupational Therapy Licensure Board of Idaho who, in a school setting, is responsible for assessing fine motor skills, including students' ~~student's~~ use of hands and fingers, and developing and implementing plans for improving related motor skills. The occupational therapist focuses on daily living skills such as eating, dressing, schoolwork, play, and leisure.

Occupational therapy. A related service provided by a qualified occupational therapist for improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation, improving the ability to perform tasks for independent living.

Office of ~~special education programs~~ Special Education Programs (OSEP). The branch of the Office of Special Education and Rehabilitative Services (OSERS) within the U.S. Department of Education which is responsible for administering programs relating to the free appropriate public education to all eligible beneficiaries under the IDEA.

Oral expression. For the purpose of specific learning disability eligibility, the ability to convey wants, needs, thoughts, and ideas in a meaningful way using appropriate syntactic, pragmatic, semantic, and phonological language structures. It relates to a student's ability to express ideas, explain thinking, retell stories, categorize, ~~and~~ compare and contrast concepts or ideas, make references, and problem solve verbally.

Orientation and mobility (O&M) services. Services provided by qualified personnel to ~~blind and visually impaired low vision~~ students with blindness or low vision ~~by qualified personnel~~ to enable these students to attain systematic orientation to and safe movement within the home, school, and community, including teaching (1) spatial and environmental concepts and use of information received by the senses to establish, maintain, or regain orientation and line of travel; (2) use of the long white cane, or a service animal, as appropriate to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision; (3) understanding and use of remaining vision and distance low vision aids; and (4) other concepts, techniques, and tools.

Orthopedic impairment. An IDEA disability category that includes severe orthopedic impairments that adversely ~~affects~~ affect a student's educational performance and are caused by congenital anomaly (e.g., clubfoot, absence of an appendage, etc.); disease (e.g., poliomyelitis, bone tuberculosis, etc.); or from other causes (e.g., cerebral palsy, amputations, ~~and~~ fractures or burns that cause contracture, etc.).

Other health impairment (OHI). An IDEA disability category in which a student exhibits limited strength, vitality or alertness, including heightened alertness to environmental stimuli that results in limited alertness with the respect to the educational environment that is due to chronic or acute health problems ~~(~~such as asthma, ~~ADD or~~ ADHD, cancer,

diabetes, epilepsy, Fetal Alcohol Syndrome, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and/or Tourette syndrome and stroke.~~) to such a degree that it adversely affects the student's educational performance.~~

Out-of-school suspension (OSS). OSS means removal from the school and the IEP-determined placement for all or part of a school day. OSS is always considered a disciplinary removal as it, by definition, ceases one or more of the required components of educational services (participation in general education instruction and curriculum, access to services outlined in the student's IEP, and participation with nondisabled peers to the same extent as the student participates with nondisabled peers in the current placement). OSS must be counted in the ten (10) consecutive or cumulative removals constituting a change in placement.

Paraprofessional. A non-certified, non-licensed individual who is employed by ~~a district~~ an LEA and who is appropriately qualified, trained, and supervised in accordance with state standards to assist in the provision of special education and related services.

Parent. As defined by IDEA, a parent is: (1) a biological or adoptive parent of a child; (2) a foster parent if the parent's authority to make educational decisions for the student has been terminated by law ~~who has lived with the child for six (6) or more months~~; (3) a guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child (but not the State if the child is a ward of the State); (4) ~~An~~ an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare; or (5) ~~A~~ a surrogate parent who has been appointed by the ~~school district~~ LEA. If the child is a ward of the state, the judge overseeing the child's case may appoint the surrogate. The surrogate may not be an employee of the state or ~~local education agency~~ LEA or any other agency that is involved in the education or care of the child, ~~has~~ must have no personal or professional interest which conflicts with the interest of the child, ~~has~~ and must have knowledge and skills that ensure adequate representation of the child.

Parent counseling and training. A related service which includes helping a parent understand child development and the special needs of the student and acquire skills to support the implementation of the student's IEP.

Part B. Part of the IDEA that relates to the assistance to states for the education of students with disabilities who are ages three (3) through the day before the student's twenty-second (22nd) birthday. ~~semester in which a student turns twenty-one (21).~~ Part B is administered by the Idaho ~~State~~ Department of Education and carried out by ~~school districts~~ LEAs and other public agencies.

Part C. Part of the IDEA that relates to the assistance to states for the education of children with disabilities and the early intervention programs for infants and toddlers, ages birth through two (2), with disabilities. In Idaho, Part C is administered by the Department of Health and Welfare.

~~**Peer-reviewed research**. A higher level of non-biased research, which has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.~~

Personally identifiable information (PII). Includes but is not limited to:~~,~~ student's name, name of parent or other family member, address of student or family, social security number, student number, list of personal characteristics, or other information that would make it possible to identify the student with reasonable certainty.

Phonology. ~~The process used in our language that has common elements (sound patterns) which affect different sounds.~~ The sound system of a language and the rules that govern the combination of these sounds.

Phonology disorders. ~~Phonology disorders are errors involving~~ Errors affecting the understanding and use of phonemes~~,~~ and sound patterns and the rules governing their combinations.

Physical escort. Temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of directing a student to a safe location. Physical escorting that involves methods used to immobilize a student's movement should be considered a physical restraint.

Physical restraint. Personal restriction that immobilizes or reduces the ability of a student to move the student's torso, arms, legs, or head freely. The term physical restraint does not include a physical escort.

Physical therapist. A professional licensed by the Idaho Physical Therapy Licensure Board who, in the school setting, assesses students' needs and provides interventions related to gross motor skills. In working with students with disabilities, the physical therapist provides treatment to increase muscle strength, mobility, endurance, physical movement, and range of motion; improve posture, gait, and body awareness; and monitor function, fit, and proper use of mobility aids and devices.

Physical therapy. A related service provided by a qualified physical therapist for improving gross motor skills, including treatment to increase muscle strength, mobility, endurance, physical movement, and range of motion; improve posture, gait, and body awareness; and monitor function, fit, and proper use of mobility aids and devices.

~~**Plan for improving results (PIR)**. A plan developed collaboratively between the SDE and a district to address needs identified as a result of the district's self-evaluation and/or an SDE monitoring visit.~~

Positive behavior~~al intervention and~~ supports ~~(PBIS)~~. Positive reinforcement, rewards, or consequences provided to a ~~child~~ student for specific instances of behavior that impedes learning or the learning of others ~~(or refraining from behavior)~~ as appropriate for the purpose of allowing the student to meet his or her behavioral goals/benchmarks.

Positive behavioral intervention and supports (PBIS). An evidence-based, multi-tiered framework that schools use to improve student outcomes and school climate by focusing on preventing problem behaviors and promoting positive behaviors and social-emotional skills for all students. See "Tiered interventions."

Power of attorney. The designation, in writing, by a competent person of another to act in place of or on behalf of another person.

~~**Present level of performance (PLOP) or**~~ **Present levels of academic achievement and functional performance (PLAAFP)**. ~~Used interchangeably, these area a~~ A statement of the student's current level of achievement or development in an area of need and how the student's disability affects his or her involvement and progress in the general education curriculum offered to students without disabilities. For preschool students, as appropriate, how the disability affects the child's participation in age-appropriate activities.

Private school. A nonpublic school that is not funded by or under federal or state control or supervision. A homeschool is not a private school.

Private school student. Any student who receives educational instruction in a school not funded by or under federal or state control or supervision is considered a nonpublic private school student. A homeschool student is not a private school student.

Problem-solving team. A required general education team, the name of which may vary, which shall be established at the local level~~, whose name may vary,~~ with the purpose ~~to problem solve~~ of establishing a process to plan accommodations and tiered interventions in general education and to ensure that referrals to consider a special education evaluation are appropriate. ~~regarding the educational needs of any student.~~ Procedures, meeting schedules, and team membership are established locally. The team ~~is likely to~~ shall include general educators and administrators and could include counselors, specialists, and special education personnel. Parent participation is valuable but not required.

Procedural safeguards. The requirements of Part B of the IDEA that are designed to allow a parent/adult student to participate meaningfully in decisions concerning an appropriate educational program for a student with a disability and, if necessary, dispute such decisions. Also referred to as special education rights. The written notification of these rights, titled *Procedural Safeguards Notice,* shall be offered to parents at least annually.

Professional development. High-quality comprehensive programs that are essential to ensure that persons responsible for the education or transition of students with disabilities possess the skills necessary to address the educational and related needs of these students. ~~These should be scientifically-based and reflect successful practices including strategies for recruiting, hiring, preparing, and retaining personnel.~~

Professional staff. An individual who holds certification from the Idaho Department of Education and/or professional licensure.

Psychological services. A related service which includes administering and interpreting assessments related to the student's educational performance and conditions related to

learning; consulting with other staff members in planning school programs to meet the student's special educational needs; planning and managing a program of psychological services, including psychological counseling for students and parents; and assisting in developing positive behavioral intervention strategies.

Public agency. The SEA and LEAs, including Idaho school districts and public charter schools, and any other public subdivisions of Idaho that are responsible for providing education to children with disabilities.

Public expense. When ~~a district~~ an LEA or public agency either pays for the full cost of an evaluation or special education services or ensures that it is otherwise provided at no cost to the parent; for example, through joint agreements with other state agencies.

Qualified personnel. An individual who holds the appropriate certification, qualifications, and/or professional licensure to perform the assigned duties.

Reading components. The term "reading" means a complex system of deriving meaning from print that requires all of the following skills, which are the essential components of reading instruction: (1) Phonemic awareness: The skills and knowledge to understand how phonemes, or speech sounds, are connected to print; (2) Phonics: The ability to decode unfamiliar words; (3) Reading fluency: The ability to read fluently; (4) Vocabulary development: Sufficient background information and vocabulary to foster reading comprehension; and (5) Reading comprehension: The development of appropriate active strategies to construct meaning from print.

Reading comprehension. For the purpose of specific learning disability eligibility, refers to the ability to understand and make meaning of written text and includes a multifaceted set of skills. Reading comprehension is influenced by oral language development including new vocabulary acquisition, listening comprehension, working memory, application of comprehension-monitoring strategies, and understanding of text structure including titles, paragraphing, illustrations, and other details. Reading comprehension is significantly affected by basic reading skills.

Reading fluency. For the purpose of specific learning disability eligibility, refer to the ability to read words and text accurately, using age-appropriate chunking strategies and a repertoire of sight words, and with appropriate rate, phrasing, and expression (prosody). Reading fluency facilitates reading comprehension.

Reasonable measures (Reasonable efforts). A combination of ~~recorded~~ written and/or oral efforts with documentation to meet notification requirements of the ~~district~~ LEA to parents/adult students.

Reasonable time. A period of ten (10) calendar days unless there are exceptional circumstances that warrant a shortened period of time such as an emergency or disciplinary meeting.

Recreation, including therapeutic recreation. A related service which includes assessment of leisure function, therapeutic recreation services, recreation programs in schools and community agencies, and leisure education.

Reevaluation. A periodic evaluation conducted at least every three years, or more frequently if conditions warrant~~,~~ or if the student's parent or teacher requests an evaluation of a student already identified as eligible for services under the IDEA. Reevaluations may not occur ~~not~~ more than once a year, unless the parent and the ~~district~~ LEA agree otherwise ~~or may be waived by the parent and LEA~~.

Regular due process hearing. An administrative hearing provided on a regular timeline that is available to resolve issues related to the identification, evaluation, educational placement, or the provision of FAPE to a student.

Rehabilitation counseling services. A related service provided by qualified personnel in individual or group sessions that focus specifically on career development, employment, preparation, achieving independence, and integration in the workplace and community of a student with a disability. This also includes vocational rehabilitation services provided through vocational rehabilitation programs.

Related services. Refers to transportation and such developmental, corrective, and other supportive services required to assist a student with a disability to benefit from special education and includes the following: speech therapy, language therapy, audiology services, psychological services, physical therapy, occupational therapy, recreation, therapeutic recreation, early identification and assessment of disabilities in children, counseling services, rehabilitation counseling, orientation and mobility services, interpreting services, medical services for diagnostic or evaluation purposes, school health/nursing services (excluding surgically implanted medical devices), social work services in schools, and parent counseling and training.

Resolution session. A meeting involving the parents, relevant members of the IEP team, and a representative of the district who has decision-making authority, required prior to a due process hearing if the parent has requested the due process hearing.

Response to intervention (RTI). A formal process within a tiered system of support for evaluating student response to scientifically research-based interventions, consisting of the core components of: (1) problem identification, (2) problem analysis, (3) applying research-based, tiered interventions, and (4) progress monitoring/decisions rules. As used in the IDEA, RTI is only mentioned as an alternative to the severe discrepancy criteria in determining whether a student has a Specific Learning Disability. See "Tiered interventions."

~~**Resolution session**. A meeting involving the parents, relevant members of the IEP team, and a representative of the district who has decision-making authority, required prior to a due process hearing if the parent has requested the due process hearing.~~

School-age. Includes all persons between the ages of five (5) ~~(~~[i.e., turns five (5) on or before September 1]~~)~~ and the day before the student's twenty-second (22nd) birthday ~~twenty-one (21) years~~ who reside in Idaho. For students with disabilities who qualify for special education and related services under the IDEA, school-age begins at age three (3) and

continues through the day before the student's twenty-second (22nd) birthday. ~~the semester of school in which the student attains the age of twenty-one (21).~~

School day. Any day, including a partial day, when all students are in attendance at school for instructional purposes.

School health services. ~~School health services and school nurse services means~~ A related service which includes health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School nurse services are services provided by a qualified school nurse. School health services are services that may be provided by either a qualified school nurse or other qualified person.

School psychologist. A professional who holds an Idaho Pupil Personnel Services Certificate with an endorsement in Psychology and is charged with the responsibility to conduct assessments and determine a student's cognitive, academic, social, emotional, and/or behavioral functioning. This professional also provides direct services to students, consults with ~~district~~ LEA staff, and may be a member of the evaluation and/or IEP team.

Scientifically-based research (SBR). ~~Scientifically based research (as~~ As defined in the ESEA,~~)~~ ~~means~~ research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs.~~; and includes research that (1) employs systematic, empirical methods that draw on observation or experiment; (2) involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn; (3) relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators; (4) is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls; (5) ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and (6) has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.~~

Screening. An informal, although organized, process~~,~~ of gathering information related to student performance. ~~identifying students who are not meeting or who may not be meeting Idaho Content Standards.~~

Seclusion. The involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. It does not include a timeout, which is a behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of calming.

Secondary school. The term "secondary school" means a nonprofit institutional day or residential school, including a public secondary charter school, that provides secondary education, as determined under State law, except that it does not include any education beyond grade twelve (12). The term secondary school is not defined in Idaho Code. See "~~high~~ High school."

Section 504 of the Rehabilitation Act of 1973. A federal law designed to protect the rights of individuals with disabilities in programs and activities that receive Federal financial assistance from the U.S. Department of Education (ED). Section 504 provides: "No otherwise qualified individual with a disability in the United States . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance . . ."

Secular. An adjective used to describe a private, non-religious educational entity.

Serious bodily injury (SBI). Bodily injury which involves (1) a substantial risk of death; (2) extreme physical pain; (3) protracted and obvious disfigurement; or (4) protracted loss or impairment of the function of bodily member, organ, or mental faculty. To warrant an IAES on this basis, the injury must be severe. Minor injuries are not sufficient.

Services plan (SP). Services plan means a written statement that describes the special education and related services the district will provide to a parentally-placed child with a disability enrolled in a private school who ~~has been designated~~ is eligible to receive services, including the location of the services and any transportation necessary.

Setting. The location, generally either a special education environment or a general education environment, where special education services occur. The setting does not necessarily refer to a physical location.

Significant cognitive ~~impairments~~ disabilities. A designation given to a small number of students with disabilities for the purposes of their participation in ~~AAs~~ alternate assessments. Having significant cognitive ~~impairments~~ disabilities is not solely determined by an IQ test score, nor based on a specific disability category, but rather a complete understanding of the complex needs of a student. Students with significant cognitive ~~impairments~~ disabilities have a disability or multiple disabilities that significantly impact their adaptive skills and intellectual functioning. These students have adaptive skills well below average in two or more skill areas and intellectual functioning well below average (typically associated with an IQ below 55).

Social work services in school. A related service which may include preparing a social or developmental history on a student with a disability, group and individual counseling with the student and family, working in partnership with parents and others on those problems in the student's living situation that affect the student's adjustment in school, mobilizing school and community resources to enable the student to learn as effectively as possible in his or her educational program, and/or assisting in developing positive behavioral intervention strategies

~~**Social worker**. A professional who holds an Idaho Pupil Personnel Services Certificate with an endorsement in Social Work and helps students and teachers address social and emotional issues. This professional may be a member of the evaluation and/or IEP team.~~

~~**Socially maladjusted**~~ **Social maladjustment**. A ~~child who has a~~ persistent pattern of violating societal norms ~~with~~ characterized by behaviors such as truancy, substance abuse, and/or a perpetual struggle with authority.~~, is easily frustrated, impulsive, and manipulative.~~ This can exist concurrently with an emotional behavioral disorder.

Social worker. A professional who holds an Idaho Pupil Personnel Services Certificate with an endorsement in Social Work and helps students and teachers address social and emotional issues. This professional may be a member of the evaluation and/or IEP team.

Special education. Specially designed instruction, ~~or speech/language therapy~~ at no cost to the parent, to meet the unique needs of a student with a disability ~~including instruction in the classroom, the home, hospitals, institutions, and other settings; instruction in physical education; speech therapy and language therapy; transition services; travel training; assistive technology services; and vocational education~~.

Special educational placement. Refers to the provision of special education services along the continuum of placements under the least restrictive environment requirements, rather than a specific place or location, such as a specific classroom or school. The balance of setting and services to meet an individual student's needs.

Specially designed instruction. Adapting the content, methodology, or delivery of instruction to address the unique needs of an eligible student that result from the student's disability and to ensure access to the general education curriculum so that the student can meet the ~~education standards~~ Idaho Content Standards ~~of that district~~ that apply to all students.

Specific learning disability (SLD). A disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. Specific Learning Disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, ~~of~~ intellectual disability, ~~of~~ emotional behavioral disorder, or ~~of~~ environmental, cultural, or economic disadvantage.

Speech impairment. A ~~speech-language~~ disorder~~,~~ such as a speech fluency disorder, impaired articulation/phonology, ~~a language impairment,~~ or a voice impairment that adversely affects a student's educational performance.

Speech-language pathologist. A professional holding an Idaho Pupil Personnel Services Certificate who can assess and treat ~~persons~~ students with speech, language, voice, and fluency disorders. This professional coordinates with and may be a member of the evaluation and IEP teams.

Speech therapy. A related service which includes identification of students with speech impairments, diagnosis and appraisal of speech impairments, referral for professional habilitation of speech impairments when necessary, and provision of speech services for the habilitation or prevention of communicative impairments.

Standard deviation. A number that indicates how spread out or how varied the scores are in a group of students.

Standard score. A number that shows how a student's performance compares to that of other students of the same age or grade. Typically, standard scores are reported based on a mean (or average) of one hundred (100) and standard deviation of fifteen (15).

State educational agency (SEA). The Idaho Department of Education is the SEA and is primarily responsible for the State supervision of public elementary and secondary schools.

Stay-put. A requirement that a district or agency maintains a student with a disability in his or her present educational placement while a due process hearing or subsequent judicial proceeding is pending, unless the parties agree otherwise.

Student (school-age). For resident children with disabilities who qualify for special education and related services under the IDEA and subsequent amendments thereto, and applicable state and federal regulations, "school-age" shall begin at the attainment of age three (3) and shall continue through the day before the student's twenty-second (22nd) birthday. ~~semester of school in which the student attains the age of twenty-one (21) years.~~

~~**Stay put.** A requirement that a district or agency maintain a student with a disability in his or her present educational placement while a due process hearing or subsequent judicial proceeding is pending unless the parties agree otherwise.~~

Substantial evidence. A legal term that means "beyond a preponderance of the evidence" or "beyond more likely than not."

Summary of performance (SOP). A document given to secondary students when a student exits special education as a result of earning a diploma or aging out. This document describes the student's academic achievement and functional performance along with recommendations to assist the student in meeting post-secondary goals.

Supplementary aids and services. ~~Supplementary aids and services means aids~~ Aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate.

Supports for school staff. A related service which includes training, equipment, assistive technology, or other supports required to ensure staff have the skills and tools necessary to address the needs of a student with a disability

Surrogate parent. An individual assigned and trained by ~~a district~~ an LEA or an agency to assume the rights and responsibilities of a parent under the IDEA when no parent can be identified or located for a particular student or when the child is a ward of the state.

Suspension. A temporary stop, delay, interruption, or cessation of educational service due to a violation of the student conduct code. This may include in-school suspension. See "Informal removal," "In-school suspension," "Out of school suspension," and "Transportation suspension."

Tiered interventions (Tiered systems of support). A comprehensive prevention framework designed to improve developmental, social, emotional, academic, and behavioral outcomes using a continuum of evidence-based strategies and supports. Within a tiered framework, educators implement universal strategies and supports designed for all children; targeted strategies and supports for children with additional needs; and intensive strategies and supports to meet the specific needs of individual children. See "Response to intervention," "Multi-tiered systems of support," and "Positive behavioral interventions and support."

Traditional public school. ~~"Traditional public school" means any~~ Any school existing or to be built that is operated and controlled by a school district in this state as per Idaho Statute, Chapter 33-~~-~~5202A~~(7)~~.

Transition age student. A student whose upcoming IEP will be in effect for any part of the time that ~~when~~ the student is sixteen (16) through the day before their twenty-second (22nd) birthday. ~~to twenty-one (21) years of age.~~

Transition services. A coordinated set of activities for a student with a disability designed within a results-oriented process focused on improving the academic and functional achievement of the student to facilitate the student's movement from school to post-school activities. Services are based on individual student needs addressing instruction, related services, community experiences, employment, post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

Transportation suspension. Suspension or removal from LEA-provided transportation as a disciplinary measure. When a student's IEP lists transportation as a related service, removal or suspension of transportation services is considered a disciplinary removal and must be counted in the ten (10) consecutive or cumulative days of removal leading to a change in placement.

Traumatic brain injury (TBI). An IDEA disability category that refers to an injury to the brain caused by an external physical force and resulting in a total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory perception and motor abilities, psychosocial behavior, physical

functions, information processing, and speech. The term does not apply to congenital or degenerative brain injuries or to brain injuries induced by birth trauma.

Travel training. Instruction to students with significant cognitive ~~impairments~~ disabilities and any other students with disabilities who require instruction to enable them to develop an awareness of the environment in which they live and to learn the skills necessary to move effectively and safely from place to place within the home, school, and community.

Twice exceptional. Twice exceptional students are identified as gifted/talented in one or more areas of exceptionality (specific academics, general intellectual ability, creativity, leadership, visual or performing arts) and also identified with a disability defined by State eligibility criteria (SLD, EBD, Autism, Orthopedic ~~Impairments~~ Impairment, etc.) that qualifies the student for special education and related services. ~~an IEP.~~

Unilateral action. An action that was taken outside of the special education process and the action was not the result of an IEP team decision.

Unilateral placement in private school by a parent. A decision by a parent, at his or her own discretion, to remove his or her child with a disability from a public school and enroll the student in a private facility because the parent believes that the ~~district~~ LEA did not provide FAPE in a timely manner.

Unilateral removal by the LEA. When the LEA, without the agreement or participation of the IEP team, specifically the parent, denies the provision of educational services to a student. This typically happens through some type of exclusionary discipline.

Universal design. A concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities, which include products and services that are directly usable (without requiring assistive technologies) and products and services that are made usable with assistive technologies.

~~**Visual impairment including blindness**. An IDEA disability category characterized by an impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes partial sight, which refers to the ability to use vision as one channel of learning if educational materials are adapted, and blindness.~~

Voice disorder. ~~(See "speech impairment")~~ Refers to the absence or abnormal production of voice quality, pitch, intensity, or resonance. Voice disorders may be the result of a functional or an organic condition. See "Speech impairment."

Voluntary coordinated early intervening services (CEIS).Voluntary services funded by a portion of IDEA Part B funds and provided to students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade three) who are not currently identified as needing special education or related services, but who need additional academic and behavioral supports to succeed in a general education environment.

Voluntary enrollment in a private placement. Enrollment by a parent of a student with a disability in a private facility or homeschool for religious, philosophical, curricular, or other personal reasons.

Ward of the state. A child who, as determined by the State where the child resides, is a foster child (unless the foster parent meets the definition of a "parent" in Section 34 CFR §300.30), a ward of the State, or in the custody of a public child welfare agency.

Weapon. (See "dangerous weapon.")

Workplace Readiness Standards. Standards designed to ensure students graduate from high school properly prepared with skills employers prioritize as the most important. The standards provide a means through which students may acquire and exhibit leadership qualities, as leadership development principles are embedded in most, if not all, of the standards.

Written expression. For the purpose of specific learning disability eligibility, the processes related to the transcription of ideas and thoughts into a written product, such as handwriting and spelling. It also involves generative processes such as the communication of ideas, thoughts, and feelings. Required skills include using oral language, thought, grammar, text fluency, sentence construction, and planning to produce a written product.

Written notice. A written statement provided by the ~~district~~ LEA to a parent/adult student within a reasonable amount of time before proposing or refusing to initiate or change ~~to~~ the identification, evaluation, educational placement, or the provision of FAPE.

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LEGAL CITATIONS

Introduction

The legal citations and topical reference for this Manual follow the chapter outlines and present references to federal and state statutes, regulations and rules for the enforcement of IDEA. The citations listed are the primary references for each chapter and section, not an all-inclusive reference list.

The entire IDEA and regulations are posted on the U.S. Department of Education website.

Idaho statutes and rules.

Some of the policies/procedures stated in this Manual are based upon case law and letters of clarification from the U.S. Office of Special Education Programs (OSEP).

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Chapter 1: Legal Citations

Legal Citations

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code IDAPA Reference
1.	Purpose of IDEA Child Find	300.1 300.111	~~IDAPA 08.02.03.109.02.a~~ ~~IDAPA 08.02.03.109.02.d~~
2.	Procedural Safeguards	300.121 300.504	~~IDAPA 08.02.03.109.05~~
3.	Student Eligibility under the IDEA	300.8 300.122 300.306-311	Idaho Code § 33-2001(3) Idaho Code § 33-2001(5) ~~IDAPA 08.02.03.109.03~~
4.	Free Appropriate Public Education (FAPE)	300.17 300.39 300.101-300.102 300.148	Idaho Code § 33-201 Idaho Code § 33-2002 Idaho Code § 33-2010 Idaho Code § 20-504(a)(3) ~~IDAPA 08.02.03.109.02.a~~
5.	~~District~~ LEA Programs and Services	300.107-300.110 300.117	Idaho Code § 33-2002
6.	Individualized Education Program (IEP)	300.22 300.320-300.328	~~IDAPA 08.02.03.109.04~~
7.	Least Restrictive Environment (LRE)	300.114-300.120	~~IDAPA 08.02.03.109.04.c~~
8.	Summary of Activities that May Lead to Special Education Services	300.102(a) 300.112 300.116 300.124 300.300-300.307 300.309-300.311 300.320-300.324 300.503-300.504 300.622	~~IDAPA 08.02.03.109.02.h~~ Idaho Code § 33-2002 ~~IDAPA 08.02.03.109.03~~ ~~IDAPA 08.02.03.109.04~~

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Chapter 2: Free Appropriate Public Education (FAPE)

Legal Citations

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code IDAPA Reference
1.	Definition of Free Appropriate Public Education (FAPE)	300.17	
2.	Provision of FAPE	300.101-300.111 300.132 300.209	Idaho Code § 33-201 Idaho Code § 33-2002 Idaho Code § 33-2009 Idaho Code § 33-2010 Idaho Code § 20-504a ~~IDAPA 08.02.03.109.02.c~~
3.	FAPE Considerations Procedural Safeguards	300.101-300.111 300.154 300.209 300.504	~~IDAPA 08.02.03.109.02 a~~ ~~IDAPA 08.02.03.109.02 c~~

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Chapter 3: Child Find

Legal Citations

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code IDAPA Reference
1.	~~District~~ LEA Responsibility	300.111 300.131	~~IDAPA 08.02.03.109.02.a~~ ~~IDAPA 08.02.03.109.02.c~~ ~~IDAPA 08.02.03.109.02.d~~ ~~IDAPA 08.02.03.109.02.h~~
2.	Locating Students	300.111 300.124 300.154	~~IDAPA 08.02.03.109.02.a~~ ~~IDAPA 08.02.03.109.02.c~~ ~~IDAPA 08.02.03.109.02.d~~ ~~IDAPA 08.02.03.109.02.h~~
3.	Identification	300.302 300.226	~~IDAPA 08.02.03.109.02.h~~
4.	Referral to Consider a Special Education Evaluation	300.174 300.301 300.302 300.305 300.306 300.308 300.309 300.504	~~IDAPA 08.02.03.109.02.a~~ ~~IDAPA 08.02.03.109.02.h~~

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Chapter 4: Eligibility

Legal Citations

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code IDAPA Reference
1.	Evaluation Team	300.306(a)(1) 300.304(c)(1)(iv) 300.308	~~IDAPA 08.02.03.109.03~~
2.	Purpose of an Evaluation	300.15 300.305	~~IDAPA 08.02.03.109.03~~
3.	Written Notice and Consent for Assessment	300.9 300.29 300.300 300.301 300.503	~~IDAPA 08.02.03.109.02.a~~
4.	Information from Other Agencies or ~~District~~ LEAs	300.622	~~IDAPA 08.02.03.109.02.a~~
5.	Evaluation and Eligibility Determination Procedures	300.8 300.39 300.300-300.301 300.304-300.311	~~IDAPA 08.02.03.109.02.a~~ ~~IDAPA 08.02.03.109.03~~
6.	Reevaluation and Continuing Eligibility	300.300 300.303 300.305-300.306 300.308	~~IDAPA 08.02.03.109.02.a~~
7.	State Eligibility Criteria	300.8 300.307-300.311	~~IDAPA 08.02.03.109.03~~

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Chapter 5: Individualized Education Programs

Legal Citations

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code IDAPA Reference
1.	IEP Initiation	300.320-300.328 300.22 300.39 300.501 300.306(c)(2) 300.321	~~IDAPA 08.02.03.109.04~~
2.	IEP Development

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Chapter 6: Least Restrictive Environment

Legal Citations

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code IDAPA Reference
1.	Least Restrictive Environment Considerations	300.114-300.120	~~IDAPA 08.02.03.109.04.a~~ ~~IDAPA 08.02.03.109.04.c~~
2.	~~District~~ LEA Responsibility for Continuum of Settings and Services	300.115-300.116	~~IDAPA 08.02.03.109.04.a~~ ~~IDAPA 08.02.03.109.04.c~~
~~3.~~	~~Federal Reporting of LRE~~	~~300.600-604~~	~~IDAPA 08.02.03.109.04.g~~

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Chapter 7: Discontinuation of Services, Graduation, and Grading

Legal Citations

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code IDAPA Reference
1.	Discontinuation of Services	300.9 300.305 300.306 300.102 (a)(3) 300.503	Idaho Code § 33-201 Idaho Code § 33-209 ~~IDAPA08.02.03.109.07~~
2.	Graduation	300.102. (a)(3) (i-iii) 300.320 (b)(2)	~~IDAPA 08.02.03.109.07~~
3.	Transcripts and Diplomas		*Letter to Runkel,* 25 IDELR 387 (OCR 1996) 20 U.S. Code § 1412
4.	Grades, Class Ranking, and Honor Roll		*Letter to Runkel,* 25 IDELR 387 (OCR 1996)

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Chapter 8: Charter Schools

Legal Citations

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code IDAPA Reference
1.	Definition and Parent/Student Rights	300.7 300.209(a)	Idaho Code § 33-5205 Idaho Code § 33-5206
2.	Responsibility for Services	300.2 300.209(b-c)	Idaho Code § 33-5205 ~~IDAPA 08.02.03.109.02.a~~ ~~IDAPA 08.02.03.109.02.c~~
3.	Essential Components of a Special Education Program	300.209	Idaho Code § 33-5205 ~~IDAPA 08.02.03.109.02.c~~
4.	Charter Schools and Dual Enrollment		Idaho Code § 33-203 Idaho Code § 33-2002
5.	Funding	300.704(b)(4)(ix) 300.705 300.209	Idaho Code § 33-5208 Idaho Code § 33-1002B Idaho Code § 33-2004 Idaho Code § 33-2005 Idaho Code § 33-5208 (9)

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Chapter 9: Private School Students

Legal Citations

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code IDAPA Reference
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2.	Students Voluntarily Enrolled by Parents	300.37 300.131-300.133 ~~300.134~~ ~~300.135 (a-b)~~ ~~300.137 (b)(2)~~ ~~300.136 (a)(1-2)~~ ~~300.136 (b)(1-3)~~ 300.111 (1)(i-ii) ~~300.131 (a-f)~~ ~~300.137 (a)~~ ~~300.138 (a)(1-2)~~ ~~300.138 (c)(2)~~ ~~300.132 (a-b)~~ ~~300.138 (2) (b)~~ ~~300.132 (b)~~ ~~300.138 (b) (2)~~ 300.320 300.323 (b) 300.139 (b) (1-2) 300.140 (a-c) ~~300.133~~ 300.144	~~IDAPA 08.02.03.109.02.d~~
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3.	Dual Enrollment		Idaho Code 33-203

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Chapter 11 ~~12:~~ Discipline

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6.	FAPE Considerations	300.530 U.S. Department of Education. (n.d.). *Positive, proactive approaches to supporting children with disabilities: A guide for stakeholders*. Retrieved from https://www2.ed.gov/policy/speced/guid/idea/positive-proactive-approaches.pdf U.S. Department of Education. (n.d.). *Questions and answers: Addressing the*	

Section	Topic	IDEA Regulations 34 CFR §	Idaho Code IDAPA Reference
		needs of children with disabilities and IDEA's discipline provisions (p. 26). Retrieved from https://www2.ed.gov/policy/speced/guid/idea/discipline-q-a.pdf U.S. Department of Education. (n.d.). *Supporting students with disabilities and avoiding the discriminatory use of student discipline under Section 504 of the Rehabilitation Act of 1973*. Retrieved from https://www2.ed.gov/policy/rights/guid/ocr/504-student-discipline.pdf	
7.	Restraint and Seclusion	U.S. Department of Education. (n.d.). *Students with disabilities and the use of restraint and seclusion in K-12 public schools*. Retrieved from https://www2.ed.gov/policy/seclusion/restraint-and-seclusion.pdf	Idaho Code 33-1224
8.	Other Considerations	300.532-534 Honig, 484 US 305; Light v. Parkway C-2 Sch. Dist., 41 F3d 1223 (8th Cir 1994). OSEP Memorandum 97-7, 26 IDELR 981 (OSEP 1997); 43 Fed Reg at 12,621 (1999).	

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~~2.~~	~~Early Intervening Services~~	~~300.226~~ ~~300.205 (d)~~ ~~300.208 (a) (2)~~ ~~300.711~~	~~IDAPA 08.02.03.109.02~~
~~3.~~	~~Personnel~~	~~300.156~~ ~~300.704 (b) (4) (vii)~~	~~IDAPA 08.02.03.109.02~~ ~~IDAPA 16.03.09~~
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CHAPTER 1: OVERVIEW

Three (3) federal laws have been passed to ensure educational opportunities for individuals with disabilities:

1. the Individuals with Disabilities Education Act (IDEA)
2. Section 504 of the Rehabilitation Act of 1973 (Section 504)
3. the Americans with Disabilities Act of 1990 (ADA)

The ~~last~~ most recent reauthorization of the IDEA was in 2004 and aligned the law with the Elementary and Secondary Education Act of 2001. In 2015, the Every Student Succeeds Act (ESSA) was passed. Revisions to the IDEA regulations were issued in 2007, 2008, 2013, ~~and~~ 2014, 2015, 2016, and 2017 ~~with additional regulatory changes to the IDEA currently pending~~. The IDEA preserves the basic structure and civil rights of previous reauthorizations and emphasizes both *access* to education and *improved results* for students with disabilities based on data and public accountability.

This Manual represents Idaho's interpretation of IDEA and, in combination with guidance issued by the Department, outlines procedural requirements for the implementation of the IDEA in Idaho. This Manual provides information regarding ~~district~~ LEA and charter responsibilities under the IDEA and relevant Idaho legal requirements.

Section 1. Child Find

Each ~~The~~ district or charter is a local education agency (LEA) and is required to ~~is responsible for~~ establish~~ing~~ and implement~~ing~~ an ongoing Child Find system. Child Find activities are conducted to create public awareness of special education programs; to advise the public of the rights of students; and to alert community residents of the need for identifying and serving students with disabilities from the age of three (3) through ~~the semester in which they turn~~ the age of twenty-one (21) inclusive, until the student's twenty-second (22nd) birthday.

The ~~district~~ LEA is also responsible for coordinating with the Department of Health and Welfare regarding the Child Find system for children ages birth through two (2) years. The Child Find system includes children with disabilities who are homeless, as defined by the McKinney-Vento Homeless Assistance Act (see Glossary), wards of the state, or attending private schools, regardless of the severity of the disability.

See Chapter 3 for more information on Child Find.

Section 2. Procedural Safeguards

A parent/adult student has specific procedural safeguards assured by the IDEA and state law. The ~~district~~ LEA provides a document titled *Procedural Safeguards Notice* to parents/adult

students. The *Procedural Safeguards Notice* ~~that contain~~ contains a full explanation of special education rights.

See Chapter ~~11~~ 12 for more information on procedural safeguards.

Section 3. Student Eligibility under the IDEA

To be eligible for services under the IDEA, a student must have a disability that:

1. meets the ~~Idaho state disability~~ State eligibility criteria as established in this manual;
2. adversely affects educational performance; and
3. results in the need for specially designed instruction ~~and related services~~.

The process used to make this decision ~~determination~~ is an evaluation to determine special education eligibility ~~called "eligibility evaluation."~~ During this process ~~an eligibility evaluation~~, an evaluation team (which includes educators and the parent/adult student) reviews information from multiple sources including, but not limited to, general education interventions, formal and informal assessments, and progress in the general education curriculum ~~in making the eligibility determination~~.

See Chapter 4 for more information on eligibility and evaluation.

Section 4. Free Appropriate Public Education (FAPE)

The ~~district (~~LEA~~)~~ is required to ensure that a free appropriate public education (FAPE) is available to students who reside ~~in~~ within the ~~district~~ LEA's boundaries and are eligible for special education. FAPE is individually determined for each student that qualifies for special education. FAPE *must* include special education in the least restrictive environment (LRE) and *may* include related services, transition services, supplementary aids and services, and/or assistive technology devices and services. A definition of each of these terms can be found in the glossary.

See Chapter 2 for more information on FAPE.

Section 5. ~~District~~ LEA Programs and Services

The ~~district~~ LEA shall ensure that the same array of academic, nonacademic, and extracurricular activities and services is available to students with disabilities as is available to students without disabilities.

A. Educational Programs and Services

The ~~district~~ LEA shall take steps to ensure that students with disabilities have access to the variety of educational programs and services that are available to all other students served by the ~~district~~ LEA. These may include art, music, industrial arts, ~~consumer and homemaking education, vocational education~~ career technical education, and any other programs in which students without disabilities participate.

B. Physical Education

Physical education services, specially designed if necessary, shall be made available to every student with a disability receiving FAPE, unless the ~~district~~ LEA enrolls ~~children~~ students without disabilities and does not provide physical education to ~~children~~ students without disabilities in the same grades.

C. Nonacademic and Extracurricular Services and Activities

The ~~district~~ LEA shall take steps, including the provision of supplementary aids and services determined appropriate and necessary by the student's Individualized Education Program (IEP) team, to provide nonacademic and extracurricular services and activities in a manner that affords students with disabilities equal opportunity to participate in those services and activities. This includes counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the ~~district~~ LEA, referrals to agencies that provide assistance to persons with disabilities, and employment of students, including both employment by the ~~district~~ LEA and assistance in making outside employment available.

Section 6. Individualized Education Program (IEP)

The IEP is a document that outlines how a particular student with a disability will receive a ~~free appropriate public education (~~FAPE~~)~~ in the ~~least restrictive environment (~~LRE~~)~~. It is a working document that can be amended as the student's needs change. The IEP is created collaboratively by required IEP team members, including parents, the student, if appropriate, ~~the student's teachers,~~ and other ~~district~~ LEA personnel.

See Chapter 5 for more information on IEP development.

Section 7. Least Restrictive Environment (LRE)

The IDEA states that, to the maximum extent appropriate, students with disabilities are to be educated with students who are not disabled. The IEP team determines what constitutes LRE for the individual student. ~~This includes considering that~~ LRE requirements include ensuring that a continuum of alternative placements is available to meet the needs of ~~children~~ students with disabilities and for special education and related services.

See Chapter 6 for more information on LRE.

Section 8. Summary of Activities That May Lead to Special Education Services

This section describes the steps that may lead to special education services. The activities ~~that are~~ within each step are often sequential, but ~~could~~ may occur simultaneously. The process might occur in a different sequence for emergency or interim placements. ~~A flowchart of these steps is provided at the end of this chapter.~~

A. General Education Interventions ~~(carried out by the problem-solving team)~~

A general education problem-solving team, which may be referred to as a Response to Intervention (RTI) team or Multi-Tiered Systems of Support (MTSS) team, addresses student learning needs and ensures that referrals to consider special education are appropriate.

The general education problem-solving process ~~may~~ shall include comprehensive early intervening services based on whole-school approaches such as: a ~~three-~~tiered model using scientifically based reading (and other content area) programs, positive behavior supports, and a response-to-intervention system.

~~Accommodations and i~~Instructional and/or behavioral interventions shall be attempted during the problem-solving process. These ~~accommodations and~~ tiered interventions shall be of sufficient scope and duration to determine the effects on the student's educational performance and shall be clearly documented.

If the student shows adequate progress with tiered general education interventions ~~and accommodations~~, a referral to consider a special education evaluation may be unnecessary. However, if tiered general education interventions ~~and accommodations~~ need to be provided on an ongoing basis or if the student shows limited or no progress *and* the student's performance is significantly discrepant from peers, a referral to consider a special education evaluation may be warranted. Also, a parent of a student may initiate a referral for special education at any time. ~~and a district~~ An LEA may not deny that referral simply because the student ~~had~~ has not gone through the tiered general education intervention process.

See Chapter 4 for more information on problem-solving activities ~~and the three-tiered model~~.

B. Referral to Consider a Special Education Evaluation

Following the problem-solving team's review of the student's response to general education interventions, and/or if the team suspects that the student has a disability and may be in need of special education, the problem-solving team shall initiate a referral to consider a special education evaluation. The purpose of this referral is to bring a student to the attention of an evaluation team so that it can determine whether to conduct a special education evaluation.

A referral for a special education evaluation marks the point at which procedural safeguards are provided to the parent. The parent/adult student shall be involved in decisions once the ~~a written~~ referral to consider a special education evaluation process has begun ~~has been made to the evaluation team to consider a special education evaluation~~.

The evaluation team shall review existing data, which may include progress monitoring data ~~from the student's IEP,~~ and/or clinical assessments and information provided by the parent/adult student. The evaluation team~~, and~~ shall document the review process~~, to~~ and consider ~~determine~~ the need for further assessment. The evaluation team ~~will procure~~ shall obtain ~~the necessary~~ written ~~consents~~ consent prior to conducting ~~for additional~~ an initial evaluation and for subsequent assessments used to determine eligibility.

See Chapter 3 for more information on the referral process to consider a special education evaluation ~~and who can make a referral~~.

C. Written Notice and Written Consent ~~(completed by an evaluation team)~~

Before administering assessments as part of the special education evaluation, written notice shall be provided to the parent/adult student along with the procedural safeguards and written consent shall be ~~requested~~ obtained from the parent/adult student. The ~~district~~ LEA may use a single form that meets the requirements of written notice and consent for assessment. In addition, if the evaluation team needs information for an evaluation from a non-educational agency or an individual, such as a doctor, written consent for the release of information shall be obtained from the parent/adult student.

See Chapter 4 and Chapter ~~11~~ 12 for more information.

D. Evaluation and Eligibility Determination ~~(completed by evaluation team)~~

After receiving consent, the evaluation team shall schedule assessments and ensure they are conducted. The evaluation must be sufficiently comprehensive to identify all of the ~~child's~~ student's special education and related services needs. Next, the evaluation team reviews the assessment data, the response to general education targeted interventions, and parent/adult student input and recommendations to determine whether the student is eligible for special education services. T~~hen t~~he evaluation team then compiles an *Eligibility Report* using data collected from individual assessments and provides the parent/adult student with a copy of the report. The eligibility report shall address, to the extent required, the general education instruction provided ~~classroom~~, targeted interventions previously employed, and the student's response to those interventions.

For children transferring from the Infant Toddler Program (ITP), eligibility shall be determined and an IEP ~~developed~~ or Individual Family Services Plan (IFSP) developed and implemented ~~adopted~~ by the child's third (3rd) birthday. ~~See Chapter 5 for guidance on expectations.~~ If a child turns three (3) during the summer, and the child does not require Extended School Year (ESY) services, the IEP team shall determine when special education and related services will ~~may~~ begin, which may be in the new school year if the parent and LEA agree.

See Chapter 5 for more information on IEPs for children from ITP.

For ~~children~~ students ages three (3) through twenty-one (21) until the day before the student's twenty-second (22nd) birthday, the time between receiving consent for an initial evaluation and/or assessments and determining eligibility cannot exceed sixty (60) calendar days, ~~excluding periods when regular school is not in session for five (5) or more consecutive school days (IDAPA 08.02.03.109.03),~~ with the exception of ITP referrals which must be completed by the child's third (3rd) birthday. ~~The parent and district may agree, in writing, to extend the sixty (60) day period.~~ In exceptional circumstances, the timeline may be extended beyond the sixty (60) day period.

See Chapter 4 for ~~guidance~~ more information on timeline exceptions.

If the student is found not eligible for special education, the ~~district~~ LEA shall provide ~~written notice~~ *Written Notice* to the parent/adult student that the evaluation data does not indicate

eligibility under the IDEA ~~even though the parent is a member of the team that determines eligibility~~. The ~~district~~ LEA shall maintain documentation in ~~permanent~~ the student's educational records.

If the parent/adult student disagrees in whole or in part with the ~~district's~~ LEA's evaluation and/or the eligibility determination, he or she has the right to request ~~SDE~~ Idaho Department of Education mediation, file a due process hearing challenging the decision, or seek an independent educational evaluation (IEE).

See Chapter ~~11~~ 12 for more information.

E. IEP Development and Implementation ~~(completed by IEP team)~~

The following activities are included in the development and implementation of the IEP:

1. Conduct an IEP team meeting to develop and implement an IEP within thirty (30) calendar days of a determination that the student is eligible for special education and related services. For eligible students, the IEP can be developed at the same meeting at which eligibility is determined if all required IEP team members are present and agree to proceed.
2. After determining goals and services, determine the student's placement in the LRE in which the IEP can be implemented. ~~For those goals that are aligned to the alternate academic achievement standards, objectives and benchmarks shall be written.~~
3. Obtain documentation indicating participation in the IEP team meeting.
4. Obtain initial consent in writing from the parent/adult student for the ~~initial~~ provision of special education services.
5. Provide copies of the IEP to the parent/adult student and other participants, as appropriate.
6. Provide written notice to the parent/adult student ~~before implementing the IEP if the provision of FAPE or the educational placement is proposed to change or if the team refused to make a change based on the parent's request~~ to address proposals or refusals to initiate or change the identification, evaluation, or education placement of the student, or the provision of FAPE to the student.
7. Make arrangements for IEP services by informing staff of their specific responsibilities under the IEP.
8. Implement the IEP as soon as possible, but no later than within thirty (30) days of eligibility determination. ~~(See Chapter 4 for guidance on timeline exceptions.)~~
9. Provide the parent/adult student with periodic reports of the student's progress towards IEP goals ~~(such as quarterly or other periodic reports,~~, at a minimum, concurrent with the issuance of report cards~~)~~.

See Chapter 5 for more information on IEP development.

F. Review and Revision of IEP and Placement Decision ~~(completed by IEP team)~~

1. Send the parent/adult student a *Procedural Safeguards Notice* with an invitation to attend an IEP team meeting (required at least once annually).

2. Convene an IEP team meeting under these circumstances:

   a. when changes in the IEP are requested or if the student is not making progress. In addition, the IDEA allows changes to the IEP without an IEP team meeting between the annual review dates if the ~~district~~ LEA and parent agree; and

   b. at least annually to develop a new IEP.

3. Provide a copy of the ~~revised~~ amended IEP to the parent and the adult student when an IEP is amended or rewritten. In addition, written notice is required if the ~~district~~ LEA is proposing to change or refusing to change the educational placement or the provision of FAPE.

4. Under Idaho regulations, the parent/adult student has the right to file a written objection to an IEP program change or placement change. If, within ten (10) calendar days of receiving written notice from the ~~district~~ LEA, the parent/adult student files a written objection, the ~~district~~ LEA shall not implement the change(s) to which the parent/adult student objects for 15 calendar days.

See Chapter 5 for more information on IEP reviews and Chapter ~~11~~ 12 for more information about written objections.

~~See Chapter 5 for more information on IEP reviews.~~

G. Reevaluation ~~(completed by evaluation team)~~

Reevaluations are conducted by the evaluation team. A reevaluation shall be completed as follows: (a) at least every three years, (b) when requested by the student's teacher or the parent/adult student, and (c) whenever conditions warrant. ~~Approximately one month before conducting the reevaluation, the district shall inform the parent/adult student that a reevaluation is due. The parent/adult student and district may agree in writing that a three-year reevaluation is not necessary. In addition, a~~ A reevaluation ~~need~~ may not be conducted more than once per year unless the ~~district~~ LEA and the parents agree.

The evaluation team shall include the following activities in the reevaluation process:

1. Invite the parent/adult student to participate in the review of existing data and to determine what additional data, if any, is needed as part of the reevaluation. Unless the parent/adult student requests that the evaluation team members meet as a group in a formal meeting, data can be gathered from individual team members at various times using a variety of methods.

2. Obtain written consent from the parent/adult student if ~~additional~~ assessments shall be conducted. After gaining consent, ensure the completion of assessments and the

eligibility report~~s~~. The IDEA does not require consent for a reevaluation if the ~~district~~ LEA has made documented attempts to ~~get~~ obtain consent and the parent has not responded.

3. If the evaluation team determines that ~~additional~~ assessments are not needed to make an eligibility determination, provide ~~written notice~~ *Written Notice* to the parent/adult student of this decision and of the parent's/adult student's right to request assessments.

4. Prepare an *Eligibility Report* that details the eligibility requirements for the student, even when no new assessments are conducted. The report shall address each required eligibility component.

5. Make an eligibility determination as a team. Provide the parent/adult student with a final copy of the *Eligibility Report*.

6. Determine whether revisions to the IEP are necessary and implement an IEP, if the student continues to be eligible. If the student is not eligible, follow procedures to discontinue services.

See Chapter 4 for more information on reevaluation.

H. Discontinuation of Services

Provide ~~prior written notice~~ *Written Notice* to the parent/adult student informing them of the discontinuation of services when:

1. The evaluation team determines the student no longer meets eligibility requirements for special education services; or

2. The student meets the ~~district~~ LEA and State requirements that apply to all students for receipt of a regular high school diploma; or

3. The student reaches the day before the student's twenty-second (22nd) birthday ~~completes the semester in which he or she reaches the age of twenty-one (21) years.~~; or

4. Parent/adult student revokes consent for special education services.

When a student exits from special education as a result of graduating or aging out, the ~~district~~ LEA shall provide the student with a summary of his or her academic achievement and functional performance, along with recommendations on how to assist the student in meeting postsecondary goals.

See Chapter 7 for more information on the discontinuation of services.

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CHAPTER 2: FREE APPROPRIATE PUBLIC EDUCATION

The ~~district (local education agency)~~ LEA is required to ensure that a free appropriate public education (FAPE) is available to residents, homeless individuals and individuals from migrant families ages three (3) ~~to~~ through the age of twenty-one (21), until the day before the student's twenty-second (22nd) birthday, residing or enrolled in the ~~district~~ LEA and who are eligible for special education. FAPE is individually determined for each student with a disability. FAPE *must* include special education in the least restrictive environment (LRE) and *may* include related services, transition services, supplementary aids and services, and/or assistive technology devices and services. A definition of each of these terms can be found in the ~~glossary~~ Glossary.

Section 1. Definition of a Free Appropriate Public Education (FAPE)

The definition of FAPE under the IDEA means special education and related services that are:

1. ~~are~~ FREE: provided at public expense ~~(free)~~;
2. ~~are~~ APPROPRIATE: provided in conformity with an appropriately developed individualized education program~~, or~~ (IEP) ~~(appropriate)~~;
3. ~~are~~ PUBLIC: provided under public supervision and direction ~~(public)~~; and
4. EDUCATION: include an appropriate preschool, elementary, and secondary education that meets the education standards, regulations, and administrative policies and procedures issued by the ~~State~~ Idaho Department of Education ~~(education)~~.

Section 2. Provision of FAPE

A. ~~District~~ LEA Obligation

The ~~district~~ LEA is required to ensure that FAPE is available to students residing or enrolled in the ~~district~~ LEA who are eligible for special education. This includes students who reside in group, personal care, or foster homes, as well as institutions, if their legal guardian is a resident of Idaho, even though the guardian may reside in another Idaho ~~school district~~ LEA. It also includes students who are migratory or homeless as defined by the McKinney-Vento Homeless Assistance Act (see Glossary). If a student from another state is placed in Idaho by an out-of-state agency, parent, or ~~district~~ LEA, the placing ~~district~~ LEA, parent, or agency is responsible for the educational costs. If a student is placed in ~~a district~~ an LEA by an Idaho agency, the student is entitled to FAPE and the responsible agency is determined by Idaho Code regarding the specific situation.

The ~~district~~ LEA is obligated to make FAPE available to each eligible student in the ~~district~~ LEA as follows:

1. The ~~district~~ LEA shall provide FAPE to an individual who is at least three (3) years old and qualifies for special education services unless the parent/adult student has refused special education services. ~~Students aged three (3) to five (5) must have their special education services identified on an IEP since Idaho does not have state-funded preschool programs.~~
2. The ~~district~~ LEA shall offer FAPE to parentally-placed ~~private school~~ students in

nonprofit private schools in accordance ~~to~~ with statutory and regulatory language~~, which states that parentally placed private school students with disabilities do not have an individual right to some or all of the special education and related services that the student would receive if enrolled in a public school~~.

3. A free appropriate public education shall be available to any individual ~~child~~ student with a disability who needs special education and related services, even though the ~~child~~ student has not failed or been retained in a course and is advancing from grade to grade.
4. ~~Note:~~ Participation in Comprehensive Early Intervening Services neither limits nor creates a right to FAPE.

See Chapters 5, 8, 9, 10, and 14 for more information about the FAPE obligation.

B. Limit to ~~District~~ LEA Obligation

A student with a disability who has been placed in a nonprofit private school or facility by the parent does not have an individual right to receive all or part of the special education and related services that the student would receive if enrolled in a public school. However, the LEA would have Child Find responsibilities. Students who are homeschooled are considered nonpublic school students; however, a student being homeschooled is not considered a private school student.

See Chapters 9 and 10 for more information about FAPE as it relates to parentally-placed private school students and homeschool students.

~~1. A student with a disability who has been placed in a private school or facility by the parent does not have an individual right to receive all or part of the special education and related services that the child would receive if enrolled in a public school. However, the district would have Child Find responsibilities. See Chapter 9 for more information.~~

~~2. Students who are homeschooled are considered nonpublic students for the purpose of dual enrollment, however a student being homeschooled is not considered a private school student. Students who are dually enrolled in a school district's general education program may be considered for a Section 504 plan if needed to provide supports and/or accommodations for those general education courses in which they are enrolled. A student who is enrolled in a virtual public school is not considered a homeschooled student for the duration that they attend that virtual public school.~~

~~i. Homeschool students who are dually enrolled are considered to be nonpublic school students. The district shall allow homeschool students who are eligible for special education and who are otherwise qualified to participate in school programs under the dual enrollment law to:~~

~~1. enroll in general education courses under the same criteria and conditions as students without disabilities; and~~

~~2. receive accommodations in the general education courses for which they are enrolled on a Section 504 plan, if needed.~~

~~3. Homeschool students may not dually enroll solely for special education and/or related services. The dual enrollment statute does not establish an entitlement to FAPE for a student with a disability. This means that there is no individual right to receive some or all special education services that the student would receive if enrolled in public school.~~

C. When ~~District~~ LEA Obligation to Provide FAPE Ends

The ~~District's~~ LEA's obligation to provide FAPE to a student ends:

1. the day prior to the student's twenty-second (22nd) birthday ~~at the completion of the semester in which the student turns twenty-one (21) years old~~;
2. when the student meets the ~~district~~ LEA requirements and the Idaho Content Standards that apply to all students for receipt of a high school diploma; a high school diploma does not include an alternative degree that is not fully aligned with the Idaho Content Standards, such as a high school equivalency diploma ~~general educational development credential (GED)~~;
3. when the student no longer meets the eligibility criteria for special education services, as determined by the team after a reevaluation; or
4. when a parent/adult student has revoked consent for the continued provision of special education services.

D. Temporary Suspension of ~~FAPE~~ Educational Services

The ~~district~~ LEA is not required to provide ~~FAPE~~ educational services to an eligible student during ~~the~~ a suspension of ten (10) cumulative school days or less during a school year (unless the ~~district~~ LEA provides services to students who are not disabled who are also suspended); however, ~~FAPE~~ educational services must be provided following this ten (10) day exception.

Section 3. FAPE Considerations

~~(a) A. Case Law Interpretations of FAPE~~

~~The definition of FAPE has been further developed as a result of litigation between parents and districts.~~

~~In 1982, the United States Supreme Court in Board of Education of the Hendrick Hudson Central School District, et al. v. Rowley, et al. defined FAPE as:~~

~~1. an IEP developed in adequate compliance with the IDEA procedures; and~~

~~2. an IEP reasonably calculated to enable the student to receive educational benefit (the Rowley Standard).~~

~~In March 2017, the Court in Endrew F. v. Douglas County School District applies the Rowley Standard, indicating that a school must offer an IEP that is specially designed and reasonably calculated to enable a child to "make progress appropriate in light of the child's circumstances,",~~

~~emphasizing the unique needs of the child. The educational program offered "must be appropriately ambitious in light" of [Endrew F's] unique circumstances just as advancement from grade to grade is appropriately ambitious for most students in a regular classroom. They may differ [comparing Amy Rowley to Endrew F] but every child should have a chance to meet challenging objectives.~~

~~The Court expresses its confidence that school authorities will "be able to offer a cogent and responsive explanation for their decision", demonstrating that the IEP is reasonably calculated to enable the student to make progress in light of the student's individual circumstances.~~

~~B.~~A. Applicability to Charter and Alternative Schools

Federal law requires ~~the district to provide~~ that students with disabilities be provided educational choices comparable to those choices offered to students without disabilities. These choices include the opportunity to attend a public charter school or alternative public school. Students enrolled in public charter and alternative schools are entitled to FAPE and retain all of the rights and protections that are available under the IDEA.

~~C.~~B. Applicability to Detained Youth

Students with disabilities or suspected disabilities who are detained in city or county jails, juvenile detention centers, juvenile correctional facilities, or ~~in~~ Idaho prisons are entitled to FAPE.

1. Services to Youth Detained in City or County Jails: The ~~district~~ LEA in which the facility is located has the responsibility for Child Find and the provision of FAPE to eligible youth.

2. Services to Youth Detained in Juvenile Detention Centers (JDC): The ~~district~~ LEA in which the facility is located has the responsibility for the provision of FAPE to eligible youth. Typically, detention in a JDC is short term, and the student most likely returns to his or her home ~~district~~ LEA. While not obligated to do so, ~~If an district LEA has a student who is detained in a JDC not located within the district LEA boundaries,~~ the ~~district~~ home LEA may find it beneficial to coordinate school assignments through the JDC's education staff while the student is in the facility.

3. Services to Youth Placed in the Custody of the Department of Juvenile Corrections (DJC): When a student is placed in the custody of the Department of Juvenile Corrections, the responsibility for the provision of FAPE resides with the Department of Juvenile Corrections.

4. Services to Youth in the Custody of the Department of Correction (DOC): When a student is placed in the custody of the Department of Correction, the responsibility for the provision of FAPE resides with the Department of Correction. ~~through an agreement between the SDE and the Department of Correction.~~

~~D.~~C. Using Public and Private Insurance Funds to Provide FAPE

If a student is covered by a parent's private or public insurance or benefits, the ~~district~~ LEA may access this insurance only if the parent provides informed consent. The consent requirements are different for accessing a parent's private insurance as opposed to public insurance (such as Medicaid).

If ~~a district~~ an LEA proposes to access a parent's public insurance to cover any of the costs associated with the provision of special education and/or related services, the ~~district~~ LEA must do the following:

1. Provide written notification regarding the use of public benefits or insurance to the child's parents before accessing the child's or the parent's public benefits or insurance for the first time and prior to obtaining the one-time parental consent and annually thereafter. The written notification must explain all of the protections available to parents to ensure that parents are fully informed of their rights before a public agency can access their or their child's public benefits or insurance to pay for services under the IDEA. The notice must include a statement that the refusal to provide consent or the withdrawal of consent will not relieve the ~~district's~~ LEA's responsibility to ensure that all the required IEP services are provided at no cost to the parent. The notice must be written in language understandable to the general public and in the native language of the parent or other mode of communication used by the parent unless it is clearly not feasible to do so.

2. Obtain a one-time written consent from the parent after providing the written notification regarding use of public benefits or insurance before accessing the child's or the parent's public benefits or insurance for the first time. This consent must specify (a) the personally identifiable information that may be disclosed (e.g., records or information about the services that may be provided to a particular child); (b) the purpose of the disclosure (e.g., billing for services); and (c) the agency to which the disclosure may be made (e.g., Medicaid). The consent also must specify that the parent understands and agrees that the public agency may access the child's or parent's public benefits or insurance to pay for services. Such consent may be withdrawn at any time by the parent.

3. If the child on an IEP moves into a new ~~district~~ LEA, the new ~~district~~ LEA responsible for providing a FAPE must provide the parents with written notification regarding use of public benefits or insurance and must obtain consent before accessing the child's or parent's public insurance.

If ~~a district~~ an LEA is proposing to access a parent's private insurance to cover any of the costs associated with the provision of special education and/or related services, the ~~district~~ LEA must ~~get~~ obtain parental consent each time the ~~district~~ LEA proposes to access private insurance and must inform parents that their refusal to permit the LEA to access private insurance does not relieve that LEA of its responsibility to ensure that all required services are provided at no cost to parents.

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CHAPTER 3: CHILD FIND

The Child Find system involves three basic components leading to the determination of whether ~~or not~~ a student has a disability and requires special education. The components of Child Find are location, identification, and evaluation. This chapter describes location and identification activities. ~~The evaluation process is covered in Chapter 4.~~

See Chapter 4 for more information on the evaluation process.

Section 1. ~~District~~ LEA Responsibility

The ~~district~~ LEA is responsible for establishing and implementing an ongoing Child Find system to locate, identify, and evaluate students suspected of having disabilities, ages three (3) through ~~the semester during which they turn~~ twenty-one (21) inclusive, until the day prior to the student's twenty-second (22nd) birthday, who may need special education, regardless of the severity of the disabilities. The ~~district~~ LEA is also responsible for coordinating with the Department of Health and Welfare (DHW) regarding the Child Find system for children ages birth through two (2) years. The ~~district~~ LEA may appoint an individual to coordinate the development, revision, implementation, and documentation of the Child Find system.

The Child Find system shall include all students ~~who~~ residing or enrolled in ~~within~~ the ~~district's~~ LEA ~~geographic boundaries~~ including students who are:

1. enrolled or may be enrolled in the ~~district~~ LEA~~, however, this would not include a student who is placed in that public school by another district~~;
2. enrolled in ~~charter and~~ alternative schools;
3. enrolled in charter schools;
4. enrolled in homeschool;
5. enrolled in ~~parentally placed~~ private elementary and secondary schools (including religious schools) located in the ~~district~~ LEA's geographic boundaries; including out-of-state parentally-placed private school ~~children~~ students with disabilities;
6. not enrolled in elementary or secondary school, including resident ~~children~~ students ages three (3) through five (5);
7. advancing from grade to grade;
8. highly mobile students (such as migrant and homeless students as defined by the McKinney-Vento Homeless Assistance Act ~~[see Glossary]~~); and
9. wards of the state.

Section 2. Locating Students

Locating students who may have disabilities involves coordinating with other agencies and promoting public awareness.

A. Coordination

For infants and toddlers, birth through two (2) years of age, Child Find is provided by the Idaho Infant/-Toddler Program (ITP). Although lead responsibility for the ITP has been designated to the DHW, interagency agreements provide for collaboration and coordination. The ~~district~~ LEA shall use local interagency agreements for efficient use of resources and ease of service accessibility for students and families.

B. Public Awareness

The ~~district~~ LEA shall take and document the necessary steps to ensure that ~~district~~ LEA staff and the general public are informed of the following:

1. the availability of special education services;
2. a student's right to a free appropriate public education (FAPE);
3. confidentiality protections; and
4. the referral process.

This information may be provided through a variety of methods, which may include ~~such as~~ distributing brochures or flyers, including information in school or ~~district~~ LEA publications, disseminating articles and announcements to newspapers, arranging for radio and television messages and appearances, speaking at faculty meetings or ~~district~~ LEA in-services, and making presentations.

Section 3. Identification

The identification component of Child Find includes screening, early intervening through tiered general education interventions ~~a problem-solving process~~, and referral to consider a special education evaluation. The procedural rights under the IDEA are afforded when the student is referred for a special education evaluation by the parent/adult student or the ~~district~~ LEA.

A. Screening

Screening is an informal, although organized, process~~,~~ of gathering information related to student performance. Screening information may be used for identifying students who are not meeting or who may not be meeting Idaho Content Standards or Idaho Early Learning Guidelines (eGuidelines). A variety of methods may be used to screen students, including performance on statewide assessments, curriculum-based measures, daily work in the classroom, teacher observations, hearing and vision screeners, developmental milestones, and/or kindergarten readiness measures.

Screening for instructional purposes is not an evaluation. The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.

Although screening is an important part of the Child Find system, screening cannot be used to delay processing a referral to consider a special education evaluation where immediate action is warranted.

B. Tiered General Education Interventions ~~(Comprehensive Early Intervening Services)~~

~~Under the Local Education Agency (LEA) funding option, early intervening services~~ Tiered general education interventions are services for K-12 students who need additional academic and behavioral support to succeed in the *general education environment*. When a school's screening process reveals that a student ~~or groups of students are~~ is at risk of not meeting the Idaho Content Standards, the general education problem-solving team shall consider the student's ~~students'~~ need for tiered ~~"supported"~~ instructional and/or behavioral interventions ~~in order~~ to help the student~~s~~ succeed. These interventions are referred to as ~~early intervening services or~~ tiered general education interventions~~, accommodations, and strategies~~. It is important to remember that students who receive ~~early intervening~~ these interventions ~~services~~ are not currently identified as needing special education or related services and do not have a right to FAPE ~~a free appropriate public education. Therefore, the IDEA procedural safeguards are not applicable at this time.~~

~~Districts~~ LEAs shall implement ~~comprehensive coordinated services~~ tiered general education interventions and activities that involve providing educational and behavioral evaluations, services, and supports. These services may also include professional development for teachers and other staff to enable them to deliver ~~scientifically based~~ evidence-based academic and behavioral interventions with fidelity~~, including scientifically research-based literacy instruction, and where appropriate, instruction on the use of adaptive and instructional software~~.
~~Comprehensive Early Intervening Services (CEIS)~~ Tiered general education interventions should be based on whole-school approaches such as~~;~~ the three-tiered model, ~~scientifically~~ research-based curriculum and instruction, positive behavior supports, and a response to intervention (RTI) system.

~~If a district chooses to use up to 15% of IDEA Part B funds for CEIS for students in K-12 who are not currently identified as needing special education, but who need additional support in the general education environment, additional requirements may apply that will affect maintenance of effort. In addition, if IDEA Part B funds are used, the district must annually report to the SDE:~~

1. ~~The number of children receiving CEIS; and~~
2. ~~The number of children who received CEIS and subsequently received special education services during the preceding two-year period.~~

~~If a district is found to have a significant disproportionate representation in special education,~~

~~there are additional requirements for use of funds in CEIS. Please see Chapter 10 for more information on CEIS.~~

C. General Education Problem Solving

1. Establishing a Problem-Solving Team
    a. The ~~district~~ LEA shall establish a problem-solving team and a process to plan accommodations and tiered interventions in general education and to ensure that referrals to consider a special education evaluation are appropriate. Team membership is established by the school or the ~~district~~ LEA and ~~would likely~~ shall involve general educators and administrators, and ~~could~~ may include counselors, specialists, and special education personnel. While parent/adult student involvement is valuable and encouraged, the ~~district~~ LEA is not required to include the parent/adult student on the problem-solving team.
    b. When problem solving involves a child three to five (3-5) years of age, the team ~~should~~ shall seek input from family members, ~~child care~~ childcare programs, private preschools, or Head Start Programs, as appropriate. An early childhood problem-solving process needs to consider early childhood environments and the preschool student's need for supported instructional interventions in order for the student to participate in appropriate activities. ~~IDEA Part B funds cannot be used to provide CEIS to preschoolers.~~
2. Referrals to the Problem-Solving Team
    a. Referrals to the problem-solving team may come from a variety of sources including parents, students, other family members, public or private school personnel, agencies, screening programs, or as a result of annual public notice.
    b. Referrals may be made for ~~a variety of reasons dealing with~~ academic and/or behavioral concerns. ~~and may involve, but are not limited to, teaching strategies, material accommodations, social skills training, cooperative learning concepts, classroom organization, and scheduling.~~
3. Tiered Interventions
    a. Tiered ~~Interventions~~ interventions in general education or an early childhood environment shall be attempted before a student is referred to an evaluation team, unless the student's performance indicates an evaluation is warranted or a parent makes a request for a referral for a special education evaluation.
    b. Tiered ~~Interventions~~ interventions shall be of sufficient scope and duration to determine the effects on the student's educational performance and should be clearly documented.
    c. Documentation of the student's response to tiered ~~success or failure of accommodations and~~ interventions provided shall be reviewed and discussed by the problem-solving team.
4. Problem-Solving Team Decisions Following General Education Intervention
    a. ~~Based on a review of data and information presented by the referring party and~~

~~others, the team has several decision options. In the case of a preschool student, data and information shall be gathered and reviewed from such settings as child care programs, private preschools, Head Start Programs, or the home.~~ Following an intervention, the problem-solving team shall review progress monitoring data from the intervention and other relevant information to determine what action is warranted. The team considers a variety of options, including whether to:

1) continue the general education intervention because the student is making adequate progress but needs more time to reach goals;
2) discontinue the general education intervention because the student has met their intervention goals;
3) modify ~~continue~~ the intervention ~~in a modified form~~ to better meet student needs;
4) explore services or programs outside of special education (such as Title I of the Elementary and Secondary Education Act, including English language programs; Section 504 accommodations; counseling); and/or
5) make a referral to consider a special education evaluation.

In the case of a preschool student, data and information shall be gathered and reviewed from such settings as childcare programs, private preschools, Head Start Programs, or the home.

Although problem-solving activities are an important part of the system, they cannot be used to delay processing a referral for consideration of a special education evaluation where immediate action is warranted. Either a parent or an LEA ~~a public agency~~ may initiate a request for an initial evaluation. If a parent initiates a referral for a special education evaluation, the evaluation cannot be delayed or denied due to the ~~child~~ student not completing the general education intervention process.

Section 4. Referral to Consider a Special Education Evaluation

A. Evaluation Team

The evaluation team is the group of ~~people~~ individuals established by the IDEA responsible ~~that has the responsibility~~ for making decisions regarding evaluation, assessments, and eligibility. The composition of the evaluation team will vary depending on the nature of the student's suspected disability and other relevant factors but must include qualified professionals and the parent of the student/adult student. The evaluation team shall include the same membership (although not necessarily the same individuals) as the IEP team and other professionals as needed to ensure that appropriate, informed decisions are made.

~~Unlike an IEP team, an~~ An evaluation team has the flexibility of conducting business with or without a meeting. The case manager can gather input from evaluation team members in a variety of ways. The parent/adult student shall be included in the evaluation team and shall be given the opportunity to indicate whether he or she wishes the team to hold a meeting with all members attending.

B. Referral to Consider a Special Education Evaluation

The procedure for ~~handling~~ ~~referrals~~ a referral to consider a special education evaluation for students suspected of having a disability includes the following:

1. Unless immediate action is warranted and documented, a referral to consider a special education evaluation is sent to the evaluation team *after* the problem-solving team has determined:
   a. the student's response to research-based interventions in general education (or age-appropriate activities for preschool) has not resulted in adequate progress; ~~and~~
   b. language and cultural issues are not the ~~main~~ ~~source of~~ primary factors in the student's academic or behavioral discrepancy from peers.; and
   c. a lack of appropriate instruction in reading and/or math is not the primary factor in the student's academic or behavioral discrepancy from peers.
2. A *Referral to Consider a Special Education Evaluation/Reevaluation* form shall be completed.
3. Procedural safeguards are activated when a referral is made to consider a special education evaluation. If the referral came from someone other than the parent/adult student ~~(see Glossary)~~ the parent/adult student shall be notified. In either case, the parent/adult student shall be provided ~~with~~ a copy of the *Procedural Safeguards Notice*. At the same time, the parent/adult student shall be afforded an opportunity to provide input regarding the need for and scope of the initial evaluation, including the opportunity to hold a meeting if desired.
4. The evaluation team (including the parent/adult student) reviews all available records, including family and health history, past school experiences, the results of general education interventions, and previous assessments and evaluations. The evaluation team shall decide what additional assessments, if any, are needed. This review and determination process can take place at a face-to-face meeting of the evaluation team or through an alternate format, unless the parent/adult student desires that a meeting be held.
   a. If the evaluation team determines that an evaluation is warranted, written notice shall be provided to the parent/adult student describing the proposed evaluation and written consent shall be obtained from the parent/adult student.
   b. If the evaluation team determines that an evaluation is not warranted at this time, the team ~~should seek other avenues for services~~ may consider meeting the student's needs through other means, such as tiered systems of support, research-based curriculum and instruction, individualized positive behavior supports, or an evaluation under Section 504 of the Rehabilitation Act of 1973 ~~to meet the student's needs~~. The person initiating the referral, if other than the parent/adult student, may be informed as to why the evaluation is not being conducted. Written notice of the ~~district's~~ LEA's refusal to evaluate a student for special education services shall be provided to the parent/adult student when ~~he or she makes~~ a referral for a special education evaluation ~~was~~ is made and the ~~district~~ LEA determines that the evaluation is not warranted.

~~Note: Districts are prohibited from requiring that a student obtain a prescription for a substance~~

~~covered by the Controlled Substances Act as a condition of attending school, receiving an evaluation, or receiving services under the IDEA.~~

See Chapter 4 for more information on evaluation and eligibility.

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CHAPTER 4: EVALUATION AND ELIGIBILITY

~~Chapter 3 discusses Child Find procedures used to locate and identify students with suspected disabilities. This chapter contains the requirements for the special education evaluation and eligibility process, from referral to consider a special education evaluation through to the determination of eligibility.~~ This chapter contains the requirements for completing a special education evaluation from a referral to consider a special education evaluation through the determination of eligibility for special education services. The Idaho ~~State~~ Department of Education has provided State ~~Eligibility Criteria~~ eligibility criteria for special education services ~~for eligibility~~ consistent with the IDEA for ~~district~~ LEAs to use when ~~while~~ determining eligibility.

See Chapter 3 for more information on Child Find procedures used to locate and identify students with suspected disabilities.

Section 1. Evaluation Team

The evaluation team is a group of people outlined by IDEA ~~with the responsibility to make~~ who make decisions regarding evaluation, assessments, and eligibility. ~~This team includes the same membership as the individualized education program (IEP) team (although not necessarily the same individuals) and other qualified professionals asas needed to ensure that appropriate and informed decisions are made.~~ The specific composition of the evaluation team ~~reviewing existing data~~ will vary depending upon the nature of the student's suspected disability and other relevant factors. This tailored composition helps ensure that decisions are both appropriate and well-informed. The parent/adult student is a member of the evaluation team and shall be ~~provided~~ given an opportunity to provide input and participate in making team decisions. The evaluation team may ~~conduct its~~ review existing data and/or make an eligibility decision without a meeting unless the parent/adult student requests that a meeting be held. However, all required team members must participate in the evaluation and eligibility process.

Team Membership Requirements:

1. Parent/adult student;
2. District representative;
3. General education teacher;
4. Special education teacher; and
5. Other qualified professionals including individual(s) who can interpret assessment results and instructional implications.

The following qualified professionals are required team members when considering the following disability categories:

	ASD	EBD	Intellectual Dis.	Language Imp.	Multiple Dis.	Other Health Imp.	Specific Learning Dis.	Speech Imp.
School Psychologist	x	x	x		x	x*	x	

Speech Language Pathologist	x			x			x**	x

Additional Team Membership Requirements

~~The determination of whether a student suspected of having a *specific learning disability* shall be made by the student's parents and a team of qualified professionals, which shall include:~~

1. *The evaluation team for making an educational determination of ADHD when considering Other Health Impairment shall include a school psychologist.

2. The evaluation team for identifying a Specific Learning Disability shall include:

   a. the student's ~~regular~~ general education teacher; or if the ~~child~~ student does not have a ~~regular~~ general education teacher, a ~~regular~~ general education ~~classroom~~ teacher qualified to teach a ~~child~~ student of his or her age; ~~and~~

   b. a school psychologist ~~is a required member of the team.~~; and

   c. **when considering oral expression and/or listening comprehension as areas of concern under SLD, a speech language pathologist is a required member ~~who may collaborate with or replace the school psychologist as the professional required to conduct and interpret evaluative examinations~~.

See Chapter 5 for more information about IEP Team membership, roles, and responsibilities.

Section 2. Purpose of an Evaluation

The purpose of the evaluation process is to determine the eligibility of a student for special education services. This pertains to both initial determination and ~~three-year review of eligibility, or re-evaluation~~ reevaluation. ~~It is also a process for gathering important information about a student's strengths and special education and related services needs.~~ It is also a process for gathering information about a student's strengths and needs to inform the IEP team in determining special education and related service needs. An evaluation process shall include a variety of assessment tools and strategies to gather relevant functional, developmental, social, emotional, behavioral, and academic information about the student, including information provided by the parent.

A. Definitions

Although the terms "evaluation" and "assessment" are often interchanged, there are significant differences between the meanings of the two terms. ~~In an effort to clarify, the~~ The terms are defined as follows:

1. Evaluation refers to procedures used to determine whether a ~~child~~ student has a disability

and the nature and extent of the special education and related services that the ~~child~~ student needs.

2. Assessment is integral to the evaluation process and ~~includes~~ refers to the formal and informal processes of systematically observing, gathering, and recording credible information to help answer evaluation questions and make decisions. A test is one method of obtaining credible information. ~~within the assessment process. Tests may be standardized or non-standardized, criterion-referenced (e.g. curriculum-based measures), or norm-referenced, and usually elicit responses from students to situations, questions, or problems to be solved.~~ Assessment data may also include observations, interviews, medical reports, data regarding the effects of general education accommodations and interventions, and other formal or informal data.

~~The screening of a student by a teacher or specialist to determine appropriate *instructional* strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.~~

B. ~~Evaluation Components~~ Initiation of an Evaluation

A parent or a public agency may initiate a referral to consider a special education evaluation to determine whether an evaluation for special education is warranted.~~request for an initial evaluation to determine eligibility.~~ If warranted, ~~The~~ the ~~district~~ LEA shall conduct a ~~full,~~ comprehensive and ~~individual~~ individualized initial evaluation before determining eligibility and prior to the provision of special education and related services. If an evaluation is not warranted, written notice shall be provided to parent/adult student detailing the basis for the decision. ~~are provided to a student suspected of having a disability. A parent or a public agency may initiate a request for an initial evaluation to determine eligibility.~~

See Chapter 3 for more information about a referral to consider a special education evaluation.

~~To be eligible for services under the IDEA, a student must have a disability that:~~

~~1. meets the Idaho state disability criteria;~~

~~2. adversely affects educational performance; and~~

~~3. results in the need for specially designed instruction. and related services.~~

~~In addition, the information from the evaluation shall be used to consider the following:~~

~~1. the nature and extent of special education and related services needed by the student in order to participate and progress in the general education curriculum, or curriculum aligned to the Idaho Content Standards, or the Idaho Early Learning Guidelines (eGuidelines); and~~

~~2. the least restrictive environment (LRE) for the student.~~

~~The above information also pertains to evaluations for determining Part B eligibility for children transitioning from the Infant/Toddler Program (ITP).~~

Section 3. Written Notice, ~~and~~ Consent for Assessment, and Timelines

Written notice shall be provided and informed consent shall be obtained before assessments are administered to a student as part of an evaluation.

A. Written Notice Requirements

Written notice shall be provided to the parent/adult student within a reasonable amount of time in any of the following instances:

1. prior to conducting any new assessments;
2. to explain the LEA's refusal to initiate assessment or evaluation; and
3. when the evaluation team determines that new assessments are not required for an evaluation or to make an eligibility determination.

~~Written notice shall be provided to the parent/adult student within a reasonable time before the district proposes to initiate the evaluation or re-evaluation reevaluation of a student.~~ Written notice shall be in words understandable to the general public. It shall be provided in the native language or other mode of communication normally used by a parent/adult student unless it is clearly not feasible to do so.

If the native language or other mode of communication is not a written language, the ~~district~~ LEA shall take steps to ensure: ~~the following:~~

1. the notice is translated orally or by other means in the native language or other mode of communication;
2. the parent/adult student understands the content of the notice; and
3. there is written evidence that the above two requirements have been met.

The written notice shall include ~~the following~~:

1. a description of the evaluation ~~or reevaluation~~ proposed or refused by the district;
2. an explanation of why the district proposes or refuses to assess or evaluate ~~or reevaluate~~ the student;
3. a description of any other options the district considered and the reasons why those options were rejected;
4. a description of each assessment, ~~procedure, test,~~ record, or report that the district used as a basis for the proposed or refused evaluation ~~or reevaluation~~;
5. a description of any other factors relevant to the evaluation ~~or reevaluation~~;
6. a statement ~~that the~~ of the parent/adult ~~student~~ student's ~~has~~ special education rights and how to obtain a copy of the *Procedural Safeguards Notice* (Note: If this is the initial evaluation, the parent/adult student must be provided ~~should get~~ a copy of the ~~*procedural safeguards*~~ *Procedural Safeguards Notice*~~with the initial notice of~~ when initiating the

referral to consider a special education evaluation process ~~special education evaluation~~); and

7. sources for parents to contact ~~in obtaining~~ for assistance in understanding the *Procedural Safeguards Notice.*

~~Written notice shall be provided to the parent/adult student within a reasonable time in the following instances:~~

~~1. to conduct any additional assessments and review initial information as part of the initial evaluation or reevaluation;~~

~~2. to explain refusal to initiate assessment; and~~

~~3. when the evaluation team determines that additional assessments are not required.~~

~~See Chapter 11 for more information on written notice~~.

B. Consent Requirements

Informed consent in special education is the process of ensuring that parents have the information they need to make a knowledgeable decision about a proposed activity for their student.

1. ~~Definition of Consent.~~ Consent means that the parent/adult student:
   a. has been fully informed in his or her native language or other mode of communication of all information relevant to the assessment and/or evaluation for which consent is sought;
   b. understands and agrees in writing (as indicated by signature) to the activities described; and
   c. understands that granting ~~of~~ consent is voluntary and may be revoked in writing at any time *before* ~~the~~ an assessment and/or evaluation is completed. However, once ~~the~~ an assessment and/or evaluation has been completed, revocation of consent cannot be used to ~~have the assessment disregarded~~ disregard the results of assessments already administered.
2. Consent for initial evaluation
   a. Informed written consent shall be obtained from the parent/adult student before the ~~district~~ LEA conducts ~~assessments~~ ~~as a part of~~ an initial evaluation of the student to determine whether the student qualifies for special education as a student with a disability. Written consent is required for initial evaluation even if the team determines no new assessments are necessary and the team is using only existing information to make the eligibility determination. ~~if he or she qualifies as a child with a disability;~~.
      1) If, after written consent has been obtained, the team determines the need to assess another area, written consent shall be sought for that area. The 60-day timeline does not change based on the new consent date. The evaluation shall

be completed within 60 days of the date that the original written consent was received by the LEA.

b. Parental consent for initial evaluation ~~should~~ shall not be construed as consent for initial provision of special education and related services~~;~~.

c. The ~~school district~~ LEA shall make and document reasonable ~~documented~~ efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the ~~child~~ student has a disability and to identify the educational needs of the ~~child~~ student. If a parent refuses consent, the ~~district~~ LEA does not violate its obligation to provide FAPE if it declines to pursue the evaluation. If the parent does not provide consent, the LEA ~~district~~ may offer an ~~SDE~~ Idaho Department of Education facilitated meeting~~,~~ or mediation, or request a due process hearing to challenge the decision.

See Chapter 13 for more information about dispute resolution processes.

d. If the ~~child~~ student is a ward of the State and is not residing with the ~~child's~~ student's parent, the ~~district~~ LEA is not required to obtain informed consent from the parent for an initial evaluation to determine eligibility if:

1) despite reasonable efforts to do so, the ~~district~~ LEA cannot locate the parent;

2) the rights of the parents of the ~~child~~ student have been terminated in accordance with Idaho law; or

3) the rights of the parent to make educational decisions have been subrogated by a judge in accordance with Idaho law and consent for initial evaluation has been given by an individual appointed by the judge to represent the ~~child~~ student.

~~e. If a district is using any data gathered during general education interventions for a student suspected of being a student with a disability, and that data may be used for a later eligibility determination, the district shall promptly request consent to evaluate the student.~~

C. Consent for Reevaluation

1. Written consent shall be sought for reevaluation that requires new assessments. Reevaluation consisting solely of review of existing data does not require written consent. This includes a review of the student's educational files/records. Written notice shall be provided when proposing to complete a reevaluation using only existing information.
2. Informed parental consent for a reevaluation ~~need not be obtained~~ is not required if the ~~public agency~~ LEA ~~can demonstrate~~ demonstrates ~~through documentation~~ and documents that it made reasonable efforts to obtain consent and the child's parent has failed to respond.

D. When Consent Is Not Required

Parental consent is *not* required for:

1. the review of existing data as part of an evaluation ~~or reevaluation~~;

2. ~~the administration of a test or other~~ an assessment that is administered to all students, unless consent is required for ~~of parents of~~ all students;
3. teacher or related service provider observations, ongoing classroom evaluations, or ~~criterion-referenced tests~~ measures that are used to determine the student's progress toward achieving goals on the IEP; and/or
4. screening by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation, which may include group or individual curriculum-based or norm-referenced measures.

E. Refusing Consent or Failure to Respond to a Request for Consent

The parent/adult student can refuse consent for assessment(s).

For an initial evaluation, if consent is refused or the parent/adult student fails to respond, the student cannot be ~~assessed~~ evaluated. However, the ~~district~~ LEA may request ~~SDE~~ Idaho Department of Education facilitation, mediation, or a due process hearing. If the mediation results in consent to assess, or if a hearing officer's decision indicates that ~~assessment~~ evaluation is appropriate and there is no appeal, then the student may be evaluated ~~assessed~~. However, the ~~district~~ LEA does not violate its obligations to provide FAPE if it declines to pursue the evaluation. Consent for the initial evaluation shall not be construed as consent for the initial provision of special education services should the student be deemed eligible.

~~If a parent of a child who is homeschooled or placed in a private school by the parents at their own expense does not provide consent for initial evaluation or reevaluation~~, If a student is homeschooled or placed in a private school by the parents at their own expense, and the parent does not provide consent for evaluation, or the parent fails to respond to a request to provide consent, the ~~district~~ LEA may not use ~~SDE~~ Idaho Department of Education mediation or due process procedures in order to gain consent and the ~~district~~ LEA is not required to consider the ~~child~~ student eligible for services.

~~Note:~~ An ~~district~~ LEA shall not use a parent's refusal for consent to one service or activity to deny the parent or student any other service, benefit, or activity. In the case of assessment, this means that a parent/adult student's refusal of consent to assess a particular area cannot be used by the LEA to refuse assessment in other areas. The student's evaluation team should work to reach consensus on the components required to complete a comprehensive evaluation.

See Chapter 12 ~~11~~ for more information on consent and reasonable efforts.

F. Timeline

The time between receiving written consent for initial assessment and/or evaluation and eligibility determination cannot exceed sixty (60) calendar days.~~, excluding periods when regular school is not in session for five (5) or more consecutive school days.~~ In unusual circumstances, an extension of the sixty (60) calendar day ~~period~~ timeline may apply for the purpose of initial assessment. These circumstances may include the following:

1. The ~~child~~ student enrolls ~~in a school~~ in another ~~school district~~ LEA after the sixty (60)

calendar day timeline ~~began~~ begins and prior to the determination of ~~by~~ the ~~child's~~ student's eligibility in the previous ~~school district~~ LEA. ~~If the new school district is making sufficient progress in determining eligibility,~~ In such cases, the parent and ~~the school district~~ LEA may agree in writing to a specific alternative timeline. ~~specific time when the evaluation will be completed.~~

a. Assessments shall be coordinated between the student's prior and subsequent schools to ensure prompt completion of the comprehensive evaluation.

2. The parent repeatedly fails or refuses to produce the student for an assessment or evaluation after the ~~district~~ LEA has made reasonable efforts to schedule. ~~an evaluation.~~

The time between eligibility determination and the development and implementation of the IEP ~~cannot~~ shall not exceed thirty (30) calendar days. ~~The implementation of the IEP shall not exceed thirty (30) calendar days from the eligibility determination, unless all parties agree to an extension.~~

For children transferring from Part C, the Infant Toddler Program (ITP), to Part B, eligibility shall be determined and an IEP developed by the child's third (3rd) birthday.

If a child turns three (3) during the summer, is eligible for special education, and does not require Extended School Year (ESY) services, special education and related services may begin in the new school year.

See Chapter 5 for additional information on collaboration with the ITP throughout the transition process.

~~In unusual circumstances, an extension of the sixty (60) day period may apply for the purpose of initial assessment. These circumstances may include the following:~~

~~1. The child enrolls in a school in another school district after the sixty (60) day timeline began and prior to the determination by the child's eligibility in the previous school district. If the new school district is making sufficient progress in determining eligibility, The parent and district may agree to a specific time when the evaluation will be completed.~~

~~2. The parent repeatedly fails or refuses to produce the student for an evaluation after the district has made reasonable efforts to schedule. an evaluation.~~

Section 4. Information from Other Agencies or ~~Districts~~ LEAs

Consent for release of information shall be received before the ~~district~~ LEA seeks to obtain information about the student from other agencies, unless otherwise authorized by law. Upon receipt of consent, the case manager will send an *Authorization to Exchange Confidential Information Form* ~~form~~ requesting information to individuals or agencies that have relevant information about the student. A copy of the signed *Authorization to Exchange Confidential Information Form* ~~for release of information shall be included with the letters and a copy~~ shall be retained in the student's confidential file. Sources of this additional information may include records from health and social service agencies, private preschool programs, legal service

agencies, and non-school professionals such as physicians, social workers, and psychologists.

Federal laws and regulations do not require consent for the ~~district~~ LEA to:

1. request information from other ~~districts~~ LEAs that the student has attended; or
2. send information to other ~~districts~~ LEAs in which the student intends to enroll.

~~For children transferring from the ITP, eligibility shall be determined and the IEP developed by the date that the child turns three (3) years of age. See Chapter 5 for additional information on collaboration with the ITP throughout the transition process.~~

Section 5. Evaluation and Eligibility Determination Procedures

A. Areas to Assess

The student shall be assessed in all areas of suspected need ~~related to the suspected disability~~, which includes areas such as functional, behavioral, developmental, and academic skills needed to participate and progress in the general education curriculum. If needed, qualified personnel shall conduct ~~an individual assessment of assistive technology needs, including~~ a functional evaluation in the individual's customary environment to determine the need for assistive technology. The evaluation of each student with a suspected disability shall be ~~full and~~ individualized and sufficiently comprehensive to identify all of the student's suspected special education and related service needs whether or not commonly linked to the disability category in which the student may be classified. ~~For youth with IEPs, no later than age sixteen (16), appropriate transition assessments shall be conducted.~~ Beginning with the IEP to be in effect when a student is sixteen (16) years old (or younger if determined appropriate by the IEP team), appropriate transition assessments shall be conducted.

Evaluation teams shall be especially mindful of cultural and linguistic differences during the evaluation and eligibility process. ~~Caution is advised in the selection of informal or formal assessments that are nonbiased, administration of assessments, interpretation, and application of outcomes in order to appropriately identify culturally or linguistically diverse students for special education services.~~ Teams should use caution when choosing assessments, whether informal or formal, to ensure the assessments are unbiased. Attention should be given to how the assessments are administered, interpreted, and applied to accurately identify culturally or linguistically diverse students who may need special education services.

B. Determination of Needed Initial or Reevaluation Data

As part of an initial evaluation or reevaluation, the evaluation team shall review existing evaluation data regarding the student including:

1. assessments and information provided by the parent/adult student concerning the student, including medical reports, clinical assessment or evaluation data, and other information from non-school providers;
2. current classroom-based assessments and observations, and/or data regarding the student's response to scientific, evidence-based ~~research-based~~ interventions;
3. observations by teachers and related service providers; and

4. results from statewide and districtwide ~~district wide~~ testing.

Based on that review, and input from the parent/adult student, the evaluation team will decide on a case-by-case basis what additional data, if any, are needed to determine:

1. whether the student meets State eligibility criteria as a student with a disability ~~for special education~~;
2. the student's present levels of academic and functional performance, including academic achievement and related developmental needs of the student;
3. whether the student needs specially designed instruction; or
4. whether any additions to the special education and related services are needed to enable the student to:
   a. meet the measurable annual goals set out in the student's IEP; and
   b. be involved in and progress in the general education curriculum (for preschool students, to participate in age-appropriate activities).

If the evaluation team determines ~~additional~~ new assessments are not required for the purpose of determining whether the student meets eligibility criteria during an ~~initial~~ evaluation ~~or a reevaluation~~, the ~~district~~ LEA shall provide written notice to the parent/adult student of the decision and the reasons for that decision.

The parent/adult student shall also be informed of his or her right to request assessments to determine eligibility and to determine the ~~child's~~ student's educational needs. The ~~district~~ LEA will provide written notice if a parental request for additional assessment is denied. In the case of an initial evaluation, written consent to conduct an initial evaluation for special education must be obtained, whether or not new assessments are required.

C. Assessment Procedures and Instruments

The ~~district~~ LEA shall ensure the evaluation or reevaluation meets the following requirements:

~~1. The child shall be assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, motor abilities, and transition needs.~~

~~2. Assessments and other materials shall be selected and administered so as not to be discriminatory on a racial or cultural basis.~~

~~3. Assessments and other materials shall be provided and administered in the student's native language, and in the form most likely to yield accurate information on what the student knows and can do academically, behaviorally, developmentally, and functionally unless it is not feasible to provide or administer. Attempts to provide a qualified examiner in the student's native language or mode of communication shall be documented.~~

~~4. In all direct contact with a student, the language normally used by the student in the home or learning environment shall be used. For an individual with blindness or deaf or hard of hearing, or for an individual with no written language, the mode of communication is that~~

~~which is normally used by the individual (e.g., sign languin the age, Braille, or oral communication).~~

5. ~~Materials used to assess a student with limited English proficiency shall be selected and administered to ensure that they measure the extent to which the student has a disability and needs special education, rather than solely measuring the student's English language skills.~~

6. ~~A variety of assessment tools and strategies shall be used to gather relevant academic,, developmental, behavioral, and functional information about the student, including information provided by the parent/adult student and information related to enabling the student to be involved in and progress in the general education curriculum (or, for a preschooler, to participate in age-appropriate activities).~~

7. ~~Assessments are used for the purposes for which the assessments or measures are valid and reliable.~~

8. ~~Assessments shall be administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests.~~

9. ~~Assessments and other evaluation materials shall include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient or standard score.~~

10. ~~Assessments shall be selected and administered to ensure that if a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (unless those are the factors that the test purports to measure).~~

11. ~~No single measure or assessment may be used as the sole criterion for determining whether a student is a student with a disability and for determining an appropriate educational program for the student.~~

12. ~~The district shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors.~~

13. ~~The district shall provide and use assessment tools and strategies that produce relevant information that directly assists persons in determining the educational needs of the student.~~

14. ~~All services and assessments shall be provided at no expense to the parent/adult student.~~

15. ~~Assessments of children with disabilities who transfer from one public agency to another public agency in the same school year are coordinated with the child's prior and subsequent schools to ensure prompt completion of the full evaluation.~~

~~16. The evaluation shall be full and individualized and sufficiently comprehensive to identify all of the child's special education and related service needs, whether or not commonly linked to the disability category.~~

1. The evaluation shall be individualized and sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the suspected disability category. This includes, if appropriate, assessment of health, vision, hearing, social and emotional skills, general intelligence, communication, motor skills, and transition needs.
2. All assessments shall be provided at no expense to the parent/adult student.
3. The LEA shall provide and use assessment tools and strategies that produce relevant information that directly assists the evaluation team in determining the educational needs of the student.
4. The LEA shall use technically sound instruments that are valid and reliable and are tailored to measure specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient or standard score.
5. A variety of assessment tools and strategies shall be used to gather relevant academic, developmental, behavioral, and functional information about the student, including information provided by the parent/adult student and information related to enabling the student to be involved in and progress in the general education curriculum (or, for a preschooler, to participate in age-appropriate activities).
6. No single measure or assessment may be used as the sole criterion for determining whether a student is a student with a disability and for determining an appropriate educational program for the student.
7. Assessments shall be administered by qualified and knowledgeable personnel in accordance with any instructions provided by the producer of the tests.
8. Assessments and other materials shall be selected and administered so as not to be discriminatory on a racial or cultural basis.
9. Materials used to assess a student with limited English proficiency shall be selected and administered to ensure that they measure the extent to which the student has a disability and needs special education, rather than solely measuring the student's English language skills.
10. Assessments and other materials shall be provided and administered in the student's native language and in the form most likely to yield accurate information on what the student knows and can do academically, behaviorally, developmentally, and functionally unless it is not feasible to provide or administer. Attempts to provide a qualified examiner in the student's native language or mode of communication shall be documented.
11. In all direct contact with a student, the language normally used by the student in the home or learning environment shall be used. For an individual with blindness/low vision, for an individual who is deaf or hard of hearing, or for an individual with no written language, the mode of communication is that which is normally used by the individual (e.g., sign language, Braille, or oral communication).

12. Assessments shall be selected and administered to ensure that if a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills unless those are the factors that the test purports to measure.

D. Eligibility Determination

Upon completion of the student's initial evaluation or reevaluation, the evaluation team will consider the findings and determine whether the student meets or continues to meet State eligibility criteria ~~found in Section 7 of this chapter~~. The evaluation team will draw upon information from a variety of sources, such as norm-referenced, standardized tests;~~,~~ parent/adult student input, teacher input, ~~physical condition~~ health history, social or cultural background;~~,~~ adaptive behavior;~~,~~ behavioral performance; and functional assessments to interpret evaluation data and determine eligibility.

See Section 7 of this chapter for more information on State eligibility criteria.

Special Rule for Eligibility Determination

A student cannot be identified as a student with a disability if the primary reason for such a decision is:

1. lack of appropriate instruction in reading, including the essential components of reading instruction as defined by the Elementary and Secondary Education Act—phonemic awareness;~~,~~ phonics;, vocabulary development;~~,~~ reading fluency, including oral reading skills; and reading comprehension strategies;
2. lack of appropriate instruction in math; or
3. Limited English Proficiency.

Related Services

Related services ~~means~~ include transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and include speech-language pathology and audiology services, interpreting services, psychological services, and physical and occupational therapy. Related services also include counseling services, orientation and mobility services, school health services, social work services, and parent counseling and training.

An IEP team may determine that a student found eligible for special education has a need for a related service. However, if a student with a disability needs only a related service and not special education, then the student is not eligible for the related service. ~~, unless it is considered to be special education under State standards, as in the case of speech therapy and language therapy.~~ In Idaho, speech and/or language services may be considered a special education service.

E. The Eligibility Report

The evaluation team shall prepare an Eligibility Report and provide a copy of the report to the parent/adult student.

The Eligibility Report shall include:

1. names and positions of all evaluation team members;
2. information regarding the student's need for specially designed instruction (special education and related services);
3. confirmation and supporting data that the disability is not primarily due to lack of appropriate instruction in reading, including the essential components of reading — phonemic awareness;~~,~~ phonics;~~,~~ vocabulary development;~~,~~ reading fluency, including oral reading skills; and reading comprehension strategies;~~,~~ or math;
4. information about how the student's disability adversely affects his or her educational performance;
5. ~~all~~ data on the student for all areas of suspected disability as required in the State eligibility criteria ~~Eligibility Criteria for the areas of suspected disability~~;
6. confirmation and supporting data that the student's learning difficulties are not primarily due to Limited English Proficiency;
7. the date of the eligibility determination; and
8. the name and position of all those administering assessments.~~; and~~
9. ~~in~~ In the case of Specific Learning Disability eligibility determination, the eligibility report shall include certification in writing that the report reflects each member's conclusions (agreement). ~~, and in~~ In the case of team member disagreement with the conclusions, a written statement shall be attached to the eligibility report presenting the dissenting team member's conclusions.

Section 6. Reevaluation and Continuing Eligibility

A. Reevaluation Requirements

The LEA shall ensure that a comprehensive, individualized reevaluation of each student with a disability is conducted in accordance with all the required evaluation procedures outlined in this chapter.

A reevaluation shall occur at least once every three (3) years. The evaluation team shall complete the reevaluation consideration process and the associated form to determine whether new assessment(s) are needed for the reevaluation. The evaluation team may agree that new assessments are not required to determine eligibility. Written notice shall be provided to the parent/adult student stating this decision and the reasons for it. The parent/adult student shall be notified of the right to request new assessment(s) as part of the reevaluation. An updated Eligibility Report documenting all eligibility criteria shall be completed by the reevaluation due date to establish and document continuing eligibility.

The LEA shall ensure that a reevaluation is conducted more frequently than every three (3) years if it is determined that the education or related service needs of the student, including present levels of academic achievement and functional performance, warrant a reevaluation; or the parent/adult student or the student's teacher requests a reevaluation.

A reevaluation may not occur more than once per year unless the parent/adult student and the LEA agree otherwise. If the parent makes a request within the year and the LEA does not agree, the LEA shall send written notice of refusal.

~~A reevaluation:~~

~~1. Shall occur at least once every three (3) years unless the parent/adult student and the district agree in writing that a three (3) year reevaluation is not necessary; and~~
~~a. However, an updated Eligibility Report, documenting all eligibility criteria, shall be completed by the reevaluation due date to establish and document continuing eligibility;~~
~~2. a reevaluation is not required more than once per year unless the parent/adult student and the district agree otherwise. If the parent makes a request within the year and the district does not agree, the district shall send written notice of refusal.~~

~~The district shall ensure a reevaluation is conducted more frequently than every three (3) years if:~~

~~1. it is determined that the education or related service needs, including academic achievement and functional performance, of the student warrants a reevaluation; or~~
~~2. if the parent/adult student or the student's teacher requests a reevaluation.~~

B. Reevaluation Prior to Discontinuation

1. The LEA ~~district~~ shall evaluate a student with a disability before the team determines that the student is no longer eligible for special education.

   a. If a parent/adult student refuses consent for assessment, an evaluation may be completed using existing information.

2. Reevaluation is not required in the following two circumstances:

   a. before the discontinuation ~~termination~~ of a ~~child's~~ student's eligibility due to graduation, if the student meets comparable academic requirements that are equally as rigorous as those required of nondisabled students and receives a regular diploma;

   b. before the discontinuation of a student's eligibility due to the student reaching maximum age (i.e., the day before their twenty-second [22nd] birthday). ~~the student has reached the end of the semester in which he or she turns twenty-one (21) years of age.~~

      1) Note: Although a reevaluation is not required in these two cases, the LEA ~~district~~ shall provide the student with a summary of his or her academic achievement and functional performance, including recommendations on how to assist the student in

meeting his or her ~~post-school~~ post-secondary goals.

See Chapter 7 for more information about the Summary of Performance.

C. Informing the Parent/Adult Student

~~Approximately one month before~~ Before the reevaluation is due, contact shall be made with the parent/adult student informing him or her: ~~that:~~

1. that the reevaluation will be ~~scheduled~~ conducted; ~~within the month;, unless the district and parent/adult student agree it is unnecessary;~~
2. ~~whether~~ of the decision to conduct or not conduct new assessments for the reevaluation with appropriate written notice and/or written consent based on this decision; and
3. that input will be sought from the parent/adult student.

~~Note: The IDEA allows the process of reviewing existing data and determining what, if any, additional assessments are required without a meeting.~~

D. Nature and Extent of Reevaluation

Before any ~~reassessment~~ reevaluation of the student, the evaluation team will determine the nature and extent of the student's needs by reviewing existing data using the reevaluation consideration process and the associated form. ~~See Section 5 of this chapter for more information regarding the determination of needed data.~~

Based on this review, the evaluation team will proceed with one of the following options:

1. No New Assessments or Additional Information Needed
   a. If the evaluation team decides that no new or additional assessments are needed to determine whether the student continues to be eligible for special education services, the ~~district~~ LEA shall provide written notice to the parent/adult student of this decision and his or her right to request further assessment.
   b. If the parent/adult student requests ~~an~~ new or additional assessments ~~assessment~~ to determine whether the student continues to meet criteria for special education services under the IDEA, then the LEA is required to ~~district shall~~ conduct the assessments ~~assessment~~.
   c. If the parent/adult student requests an additional assessment for reasons other than eligibility, such as admission to college, then the ~~district~~ LEA shall consider the request and provide written notice of its decision.
2. ~~Additional~~ New Assessments Needed
   a. ~~Based on recommendations from~~ If the evaluation team determines that new assessments are needed, the ~~district~~ LEA will seek consent to administer the needed assessments and provide the parent/adult student with written notice regarding proposed assessments. If the parent/adult student fails to respond after the ~~district~~ LEA has made ~~taken~~ reasonable ~~measures~~ efforts to obtain consent for assessments as part of a reevaluation, the ~~district~~ LEA may proceed with the assessments. The

~~district~~ LEA shall maintain documentation of its ~~measures~~ efforts to seek consent.

b. See Section 3B of this chapter for a definition of reasonable ~~measures~~ efforts.

c. If the parent/adult student denies consent to reassess, no new assessments can be conducted ~~the student cannot be assessed~~. However, an evaluation may be conducted using existing information.

d. ~~However, the~~ The ~~district~~ LEA may request ~~SDE~~ Idaho Department of Education mediation or a due process hearing. If the mediation results in consent to assess, or if a hearing officer's decision indicates the assessment is appropriate and there is no appeal, then the student may be assessed. All reevaluation procedures shall be provided at no cost to the parent/adult student.

Informed parental consent for a reevaluation need not be obtained if the ~~district~~ LEA can demonstrate through documentation that it made reasonable efforts to obtain consent and the parent/adult student has failed to respond.

E. Eligibility Report for Reevaluations

The evaluation team shall consider evaluation findings and determine whether the student continues to meet criteria for special education services.

~~The evaluation team is required to prepare an Eligibility Report detailing how review of existing data demonstrates that the student continues to meet eligibility requirements even if no new assessments were conducted.~~ The evaluation team shall prepare an eligibility report detailing the review of existing data, the results of new assessments, and a summary demonstrating how the student continues to meet eligibility criteria. The eligibility report shall be completed even if no new assessments were conducted. The eligibility report shall address each required eligibility component and include results of previous assessments if they are being used to determine eligibility.

Refer to Section 5 of this chapter for eligibility requirements.

Section 7. State Eligibility Criteria

The LEA ~~district will~~ shall use the eligibility criteria and assessment procedures set forth ~~by the SDE Idaho Department of Education~~ in this Manual when ~~for placement in~~ determining eligibility for special education. This section contains ~~a~~ the definition and the eligibility criteria for each specific disability that shall be used to determine whether an individual qualifies as a student with a disability in need of special education.

All disabilities except ~~Specific Learning Disability (SLD) and~~ Developmental Delay (DD) are applicable for students from the age of three (3) through the day before the student's twenty-second (22nd) birthday. ~~their twenty-first (21) years of age~~. ~~For Specific Learning Disability, students must be legal kindergarten age through twenty-one (21) years.~~ Only students ages three (3) through nine (9) can be identified in the DD category. ~~Use of the DD category is optional for the district.~~ If the ~~district~~ LEA elects to use the DD category, it applies only to students from age three (3) up until their tenth (10th) birthday.~~, in addition to the criteria outlined in this chapter.~~

A. Three-Prong Test for Eligibility

To demonstrate eligibility for special education services all three of the following criteria shall be met and documented. This is often called the three-prong test for eligibility.

The Eligibility Report shall document each of the following three criteria:

1. the student has a disability according to the established ~~Idaho~~ State eligibility criteria;
2. the student's ~~condition~~ disability adversely affects educational performance; and
3. the student needs specially designed instruction.

Definitions:

~~Meets~~ **State Eligibility Criteria** ~~Requirements~~: The ~~state~~ State eligibility requirements for specific disabilities listed in this chapter.

Adverse ~~Impact~~ **Effect**: A determination made by the evaluation team that the student's progress is impeded by the disability to the extent that the student's educational performance measures significantly and consistently below the level of similar-age, grade-level ~~similar age~~ peers, preventing the student from benefiting from general education. Educational performance refers to the student's performance in academic achievement, developmental, social, emotional, behavioral, ~~and or~~ and/or functional skills. ~~The phrases "adverse impact" and "adverse effect" are used interchangeably in this Manual and have the same meaning.~~

Specially Designed Instruction: Special education is specially designed instruction, provided at no cost to the parents, to meet the unique needs of a student with a disability. Specially designed instruction means ~~adapted, as appropriate to meet the needs of an eligible student, the content, methodology, or delivery of instruction to address the unique needs of the student that result from the student's disability and to ensure access of the child to the general curriculum so that he or she can meet Idaho Content Standards that apply to all students.~~ adapting the content, methodology, or delivery of instruction to address the unique needs of an eligible student that result from the student's disability and to ensure access to the general education curriculum so that the student can meet the Idaho Content Standards that apply to all students.

B. Disability Categories

1. Autism Spectrum Disorder

Definition: An Autism Spectrum Disorder (ASD) is a developmental disability, generally evident in the early developmental period, before age three (3), significantly affecting ~~verbal or nonverbal~~ communication and social interaction, characterized by the following:~~, and adversely affecting educational performance.~~

a. Persistent deficits in social communication and ~~social~~ interaction across multiple contexts, currently or by history.~~:~~

b. Symptoms must be present in the early developmental period, generally before age three (3), but may not ~~become~~ fully manifest until social demands exceed limited capacities~~,~~ or

may be masked by learned strategies in later life.

c. Other characteristics often associated with ~~autism~~ ASD include, but are not limited to, engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and hyper- or hypo-reactivity to sensory input.

d. Characteristics vary from mild to severe as well as in the number of symptoms present and are not primarily the result of intellectual disability, developmental delay, or an emotional behavioral disorder.

State Eligibility Criteria for Autism Spectrum Disorder (ASD): An evaluation team will determine that a student is eligible for special education services as a student with ~~autism~~ ASD when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;

b. The student has a developmental disability, generally evident in the early developmental period, before age three (3), that ~~significantly~~ affects social communication and social interaction;

c. The student must meet the disability definition (above) of an autism spectrum disorder as determined by an evaluation team ~~to include~~ that includes a school psychologist and a speech-language pathologist. The ~~A~~ team must consider a private evaluation or diagnosis of ASD provided by a parent from a psychiatrist, a physician, or a licensed psychologist as meeting the definition of autism spectrum disorder;

d. The student's ~~condition~~ disability adversely affects educational performance; and

e. The student needs specially designed instruction.

2. Visual Impairment Including Blindness or Low Vision

Definition: ~~Visual impairment means an impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes both partial sight and blindness. Partial sight~~ Blindness refers to the prohibition of vision as a channel of learning, regardless of the adaptation of materials. Low vision refers to the ability to use vision as one channel of learning if educational materials are adapted. ~~Blindness refers to the prohibition of vision as a channel of learning, regardless of the adaptation of materials.~~

State Eligibility Criteria for ~~Visual Impairment~~ Blindness or Low Vision: An evaluation team will determine that a student is eligible for special education services as a student with blindness or low vision ~~a visual impairment~~ when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;~~.~~

b. The student has documentation of blindness or low vision ~~a visual impairment~~, as determined by a qualified professional, including one or more of the following:

i. Blindness – visual acuity of 20/200 or less in the better eye with the best possible correction at distance and/or near, or visual field restriction of 20 degrees or less in the better eye;

ii. ~~Visual Impairment~~ Low Vision – visual acuity better than 20/200 but worse than 20/70 in the better eye with the best possible correction at distance and/or near, or visual field restriction of 70 ~~degree~~ degrees or less but better than 20 degrees in the better eye;

iii. Eye condition – including oculomotor apraxia, cortical visual impairment, convergence insufficiency, or other condition;

iv. Progressive loss of vision which may affect a student's educational performance in the future;

v. Functional vision loss where acuity or visual field alone may not meet the criteria above;~~.~~

c. The student's ~~eye condition~~ disability, even with correction, adversely affects educational performance;~~.~~ and

d. The student needs specially designed instruction.

3. Deaf or Hard of Hearing

Definition: Deaf or Hard of Hearing refers to ~~means a child with~~ a hearing loss, whether permanent or fluctuating, that impairs the access, comprehension, and/or use of linguistic information through hearing, with or without amplification, and that adversely affects a ~~child's~~ student's educational performance.

State Eligibility Criteria for Deaf or Hard of Hearing: An evaluation team will determine that a student is eligible for special education services as a student who is deaf or hard of hearing when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;~~.~~

b. The student exhibits a hearing loss that hinders his or her ability to access, comprehend, and/or use linguistic information through hearing, with or without amplification;~~.~~

c. The student has been diagnosed by an audiologist as having a hearing loss;~~.~~

d. The student's ~~condition~~ disability adversely affects educational performance;~~.~~ and

e. The student needs specially designed instruction.

4. Deaf-Blindness

Definition: A student with deaf-blindness demonstrates simultaneous ~~both~~ hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that the student cannot be appropriately educated with special education services designed solely for students who are deaf/hard of hearing or blind/low vision ~~with deafness or blindness~~.

State Eligibility Criteria for Deaf-Blindness: An evaluation team will determine that a student is eligible for special education services as a student with deaf-blindness when all of the

following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;~~.~~

b. The student exhibits simultaneous hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that the student cannot be accommodated with special education services designed solely for students who are deaf/hard of hearing or blind/low vision ~~with deafness or blindness~~;~~.~~

c. The student is diagnosed with vision loss by an optometrist or ophthalmologist ~~for vision loss~~ and with hearing loss by an ~~otologist,~~ audiologist~~, or physician for hearing loss to make a final diagnosis as deaf-blindness~~;~~.~~

d. The student's ~~condition~~ disability adversely affects educational performance;~~.~~ and

e. The student needs specially designed instruction.

5. Developmental Delay

Definition: The term developmental delay ~~may be used only for~~ is appropriate for students ages three (3) until their tenth (10th) birthday who do not clearly meet criteria for another disability category and are experiencing developmental delays as measured by appropriate diagnostic instruments and procedures in one or more of the following broad developmental areas:

a. cognitive development – includes ~~skills involving~~ perceptual discrimination, memory, reasoning, pre-academic/academic skills, and/or conceptual development;

b. physical development – includes ~~skills involving~~ coordination of ~~both~~ the large and/or small muscles of the body (~~i.e.,~~ e.g., gross, fine, and perceptual motor skills);

c. communication development – includes ~~skills involving~~ expressive and/or receptive communication abilities, verbal and/or nonverbal;

d. social or emotional development – includes ~~skills involving~~ meaningful social interactions with adults and/or other ~~children~~ students as well as those involved in emotional/behavioral regulation; and/or

e. adaptive development – includes ~~skills involved in~~ independent functioning in major life activities, as well as self-help/daily living skills (e.g., eating, dressing, toileting, etc.).

~~The category of developmental delay should not be used when the student clearly meets the eligibility criteria for another specific disability category.~~

A student who qualifies for special education under the category of developmental delay cannot qualify for special education services ~~under developmental delay~~ beyond his or her tenth (10th) birthday unless he or she has been determined to be eligible as having a disability other than developmental delay. If the student turns ten (10) before the due date of his or her next reevaluation, the evaluation team must conduct a reevaluation to determine whether the student is eligible under another disability category prior to the student's tenth (10th) birthday.

State Eligibility Criteria for Developmental Delay: An evaluation team may determine that a student is eligible for special education services as a student with a developmental delay when all

of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;~~.~~

b. The student is at least three (3) years of age but less than ten (10) years of age;~~.~~

c. The student does not clearly meet the eligibility criteria for another disability category;

d. The student has developmental and/or learning problems that are not primarily the result of limited English proficiency~~,~~ or cultural difference.~~, environmental disadvantage, or economic disadvantage~~;~~.~~

e. The student meets either of the following two criteria~~,~~ in one or more of the broad developmental areas listed below as measured by a score that combines multiple data points into a summary score, such as full scale, domain, composite, index, or quotient scores in the broad developmental area of concern:

1) Criteria:

i. The student functions at least 2.0 standard deviations below the mean in one broad developmental area (30 percent delay in age equivalency, or functions at or below the ~~3rd~~ 2nd percentile)~~.~~; or

ii. The student functions at least 1.5 standard deviations below the mean in two or more broad developmental areas (25 percent delay in age equivalency, or functions at or below the 7th percentile).

2) Broad Developmental Areas:

i. Cognitive development; ~~skills (e.g., perceptual discrimination, memory, reasoning, pre-academic/academic, and conceptual development);~~

ii. Physical development; ~~skills (i.e., fine, gross, and perceptual motor skills);~~

iii. Communication development; ~~skills (includes skills involving expressive and receptive communication abilities, both verbal and nonverbal);~~

iv. Social or emotional development; and/or ~~skills; or~~

v. Adaptive development;~~.~~ ~~skills, including daily living/self-help skills.~~

f. The student's ~~condition~~ disability adversely affects educational performance;~~.~~ and

g. The student needs specially designed instruction.

6. Emotional Behavioral Disorder

Definition: A student with an emotional behavioral disorder exhibits one or more of the following characteristics over a long period of time, and to a marked degree:~~, that adversely affects his or her educational performance:~~

a. an inability to learn that cannot be explained by intellectual, sensory, or health factors;

~~that is not primarily the result of intellectual disability; , or other health impairment~~

b. an inability to build or maintain satisfactory interpersonal relationships with peers and teachers;

c. inappropriate types of behavior or feelings under normal circumstances;

d. a general pervasive mood of unhappiness or depression;

e. a tendency to develop physical symptoms or fears associated with personal or school problems; or

f. Schizophrenia.

The term *does not* include ~~students who are socially maladjusted unless it is determined they have~~ social maladjustment unless it occurs concurrently with an emotional behavioral disorder.

State Eligibility Criteria for Emotional Behavioral Disorder: An evaluation team will determine that a student is eligible for special education services as a student with emotional behavioral disorder when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;~~.~~

b. The student has been ~~documented~~ identified as exhibiting characteristics consistent with the criteria (~~a-f~~ *a) i-vi* above ~~in this section~~) by one or more of the following: school psychologist, licensed psychologist, psychiatrist, physician, or ~~certified~~ licensed social worker;~~.~~

c. The student has been observed exhibiting one or more of the six (6) behavioral or emotional characteristics listed in the definition of emotional behavioral disorder; ~~disability.~~

d. The characteristic(s) has been observed:

   1) for a long period of time (at least 6 months); and

   2) by more than one knowledgeable observer; and

   3) in more than one setting; and

   4) at a level of frequency, duration, and/or intensity that is significantly different from other students' behavior in the same or similar circumstances;~~.~~

e. The student's ~~condition~~ disability adversely affects educational performance in the area(s) of academics, peer and teacher interaction, participation in class activities, and/or classroom conduct;~~.~~ And

f. The student needs specially designed instruction.

7. Intellectual Disability

Definition: Intellectual Disability is defined as significantly subaverage intellectual functioning that exists concurrently with deficits in adaptive behavior. These deficits are manifested during the student's developmental period.~~,and adversely affect the student's educational performance.~~

State Eligibility Criteria for Intellectual Disability: An evaluation team will determine that a student is eligible for special education services as a student with an intellectual disability when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;~~.~~

b. The student has a full-scale intelligence ~~standard~~ score or intelligence quotient (IQ) at or below a standard score of 70, plus or minus the standard error of measurement ~~(~~at the 95 percent confidence level~~)~~ of the test being used.~~, based on an~~ The assessment must be conducted by a licensed psychologist or certified school psychologist using an individually administered intelligence test;~~.~~

   1) If, due to the severity and complexity of a student's disability, an IQ score cannot be obtained, the school psychologist may determine the presence of Intellectual Disability using a preponderance of evidence which must include:

      i. an explanation of why an IQ score cannot be obtained;

      ii. evidence supporting the presence of an Intellectual Disability; and

      iii. scores indicating severe and global adaptive deficits at least two (2) standard deviations below the mean as measured by a norm-referenced assessment of adaptive skills using the global adaptive score.

   The preponderance of evidence approach is not to be used for students who are unable or unwilling to participate in an assessment solely due to behavior.

c. The student exhibits concurrent deficits in adaptive functioning unexpected for his or her age in at least two of the following areas: communication, self-care, home living, social/interpersonal skills, use of community resources, self-direction, functional academic skills, work, leisure, health, or safety. "Concurrent deficits" means two (2) standard deviations below the mean, plus or minus the standard error of measurement at the 95 percent confidence level;

d. The student's ~~condition~~ disability adversely affects educational performance;~~.~~ and

e. The student needs specially designed instruction.

To prevent inappropriate identification of students as having an intellectual disability, caution ~~Caution~~ is advised when assessing students with cultural ~~and~~ or language ~~issues~~ differences ~~to prevent inappropriate identification of these students as having an intellectual disability~~. When determining eligibility, tests measuring intellectual ability shall be used with care; that is, only those tests designed and normed for the population being tested may be used. Tests measuring intellectual ability that are translated into another language by the examiner or an interpreter yield invalid test results and shall not be used.

8. ~~Speech or~~ Language Impairment~~: Language~~

Definition: A language impairment exists when there is a disorder or delay in the development of comprehension and/or the uses of spoken or written language and/or other symbol systems. The impairment may involve any one or a combination of the following:

a. the form of language (morphological and syntactic systems);

b. the content of language (semantic systems); and/or

c. the function of language in communication (pragmatic systems).

A language disorder does not exist when language differences are due to non-standard English or regional dialect or when the evaluator cannot rule out environmental, cultural, or economic disadvantage as primary factors causing the impairment. If hearing may be an issue, the evaluation team should consider whether a hearing screening should be conducted, if one has not previously been completed. If the student has or is suspected of having hearing loss, the team must consider consulting the LEA Audiologist and Deaf and Hard of Hearing Teacher and/or Idaho Educational Services for the Deaf and Blind (IESDB). If the criteria for Deaf or Hard of Hearing have not been met, the student can be considered as having a Language Impairment when the State eligibility criteria below are met. ~~The evaluation team is encouraged to ask if a hearing screening has been completed.~~ ~~Also note, a student can be considered as having a Language Impairment if the criteria for Deaf or Hard of Hearing have not been met.~~

State Eligibility Criteria for Language Impairment: An evaluation team will determine that a student is eligible for special education and related services as a student who has a language impairment when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.

b. At least two procedures, ~~at least~~ one of which yields a standard score, are used to assess receptive language and/or expressive language.

c. The student has attained scores on a standardized measure that are 1.5 standard deviations or more below the mean, ~~or~~ at or below the 7th percentile, in ~~either~~ receptive or expressive language or the function of language in communication.

d. The student's disability adversely affects educational performance.

e. The student needs specially designed instruction. (~~Speech/language~~ Language therapy can be considered a special education service or ~~specially designed instruction or~~ a related service.)

Caution is advised when evaluating a student whose ~~native~~ primary language is other than English. The acquisition of the English language is not to be mistaken as a language impairment. When assessing a student whose primary language is not English and an appropriate standardized measure is not available in the student's primary language, the speech language pathologist may determine the presence of Language Impairment using a preponderance of evidence which must include:

a. information regarding the student's language history and background (e.g., language exposure for all languages spoken, age of acquisition for each language, use of each language);

b. developmental history, in order to consider patterns of development and to determine if other areas of development should also be considered during the evaluation;

c. assessment in both languages to differentiate between language difference and a Language Impairment. The assessment may include the following:

1) Standardized measures if they are culturally and linguistically appropriate and available in the student's primary language. The administration of these assessments should follow the guidelines of the testing manuals and be administered by a person competent in the language being assessed. An interpreter should not be used to translate a standardized language assessment not designed for the population represented by the student. Note: If there are not culturally and linguistically appropriate standardized tests available, the preponderance of evidence takes the place of required standardized assessment scores listed in the Language Impairment eligibility criteria.

2) Dynamic Assessment, a pretest-intervention-posttest approach to evaluate a student's learning of language. It is an approach that focuses on how a student learns and responds to instruction.

d. peer comparison information;

e. parent and teacher reports regarding the student's language use and performance in different settings; and

f. information regarding cultural considerations that may impact language development and assessment (e.g., cultural values, beliefs, practices, and dialect differences).

Required evidence (listed above) supporting the presence of a Language Impairment for multilingual learners must be present in the Eligibility Report.

NOTE: A student may receive language services if he or she is eligible for special education under another disability category and needs language services as a related service in order to benefit from special education without meeting the eligibility criteria for Language Impairment. As a special education or related service under another eligibility category, there is no specific score that indicates the need or lack of need for language therapy.

9. Multiple Disabilities

Definition: Multiple disabilities are two or more co-existing, severe impairments, one of which usually includes an intellectual disability, such as intellectual disability/blindness, intellectual disability/orthopedic impairment, etc. Students with multiple disabilities exhibit impairments that are ~~likely to be~~ life long, significantly interfere with independent functioning, and ~~may~~ necessitate environmental accommodations or adaptations to enable the student to participate in school and society. ~~The term does not include deaf-blindness.~~

If the student meets eligibility criteria for both Deaf or Hard of Hearing and Blind or Low Vision, the student would be identified under Deaf-Blindness, not Multiple Disabilities. However, a student who meets criteria under Deaf-Blindness and another disability listed below may meet the criteria for Multiple Disabilities.

At least one of the qualifying disabilities included **must** be:

Autism;

Blindness or Low Vision;

Deaf or Hard of Hearing;

Deaf-Blindness;

Intellectual Disability; or

Orthopedic Impairment.

The following disability categories may **not** be used to establish the two or more co-existing, severe impairments required for eligibility under Multiple Disabilities:

Developmental Delay;

Language Impairment;

Specific Learning Disability; or

Speech Impairment.

State Eligibility Criteria for Multiple Disabilities: An evaluation team will determine that a student is eligible for special education services as a student with multiple disabilities when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;~~.~~

b. The student meets eligibility criteria for two or more severe ~~concomitant~~ co-existing impairments as defined above, the combination of which causes such significant educational problems that the student cannot be accommodated by special education services designed solely for one of the disabilities;~~.~~

c. The student meets State eligibility criteria ~~Eligibility Criteria~~ as outlined for each disability category;~~.~~

d. The student's ~~condition~~ disability adversely affects educational performance;~~.~~ and

e. The student needs specially designed instruction.

10. Orthopedic Impairment

Definition: Orthopedic impairment means a severe physical limitation ~~that adversely affects a student's educational performance.~~ The term includes impairments caused by congenital anomaly (clubfoot, absence of an appendage, etc.), an impairment caused by disease (poliomyelitis, bone tuberculosis, etc.), ~~or~~ and an impairment from other causes (cerebral palsy, amputations, and fractures or burns that cause ~~contracture~~ contractures, etc.).

State Eligibility Criteria for Orthopedic Impairment: An evaluation team will determine that a student is eligible for special education services as a student with an orthopedic impairment when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;~~.~~

b. The student exhibits a severe orthopedic impairment. The term includes congenital anomalies, impairments caused by disease, and impairments from other causes that are so severe as to require special education services;~~.~~

c. The student has documentation of the condition by a physician or other qualified

professional;~~.~~

d. The student's ~~condition~~ disability adversely affects educational performance;~~.~~ and

e. The student needs specially designed instruction.

11. Other Health Impairment (OHI)

Definition: A student classified as having Other Health Impairment exhibits limited strength, vitality, or alertness, including heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems. These health problems may include, but are not limited to, asthma, ~~attention deficit disorder (ADD),~~ attention deficit hyperactivity disorder (ADHD), cancer, diabetes, epilepsy, Fetal Alcohol Syndrome, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, Tourette syndrome, and stroke. ~~to such a degree that it adversely affects the student's educational performance.~~

A student with ~~ADD/~~ADHD may also be eligible under another category (generally Specific Learning Disability ~~specific learning disability~~ or Emotional Behavioral Disorder ~~emotional behavioral disorder~~) if he or she meets the criteria for that other category and needs special education and related services. All students with a diagnosis of ~~ADD/~~ADHD are not necessarily eligible to receive special education under the IDEA, just as all students who have one of the other conditions listed under Other Health Impairment ~~other health impairment~~ are not necessarily eligible, unless it is determined the disability adversely ~~affect~~ affects educational performance and the student requires specially designed instruction.

State Eligibility Criteria for Other Health Impairment: An evaluation team will determine that a student is eligible for special education services as a student with an Other Health Impairment when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;~~.~~

b. The student exhibits limited strength, vitality, or alertness, including heightened alertness to environmental stimuli that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems;~~.~~

c. The student has been diagnosed by a physician with a condition consistent with an Other Health Impairment as described above. In the case of ~~ADD/~~ADHD, an educational determination may be provided by a school psychologist. Diagnosis from a licensed psychologist or other diagnostician provided to the LEA must be considered by the evaluation team;~~.~~

d. The student's ~~condition~~ disability adversely affects educational performance;~~.~~ and

e. The student needs specially designed instruction.

Educational Determination of ADHD: Attention-deficit/hyperactivity disorder (ADHD) is a condition characterized by an ongoing pattern of inattentive, hyperactive, and/or impulsive behaviors manifested to a significant degree, over time, and in more than one setting. While school personnel are not typically qualified to make a formal, clinical diagnosis of ADHD, an educational determination may be made by a certified school psychologist.

It is important that evaluation teams draw from a variety of sources of information to gather the most comprehensive view of the student's performance across environments. There is no single assessment or measure that identifies ADHD. An educational determination of ADHD must include:

a. Observation of the student in the general education classroom setting as well as any other educational settings in which the student's educational performance may be impacted;

b. Review of the student's educational, family, and medical history;

c. Formal assessment(s) comparing the student's inattentive, hyperactive, and/or impulsive behavior to that of other students of the same sex and age (rating scales, continuous performance assessments, etc.); and

d. Informal assessment(s) such as interviews, review of classroom work, feedback from staff or parents, behavior trackers, etc.

The school psychologist, in conjunction with the evaluation team, should also consider whether the following assessments are needed when making an educational determination of ADHD:

a. Intellectual/cognitive assessment;

b. Speech or language assessment;

c. Vision assessment;

d. Hearing assessment; and/or

e. Other assessments that may be necessary to support decision-making and/or rule out other conditions that may be impacting the student's educational performance.

An educational determination of ADHD should not be used to avoid consideration of another category that may better explain the student's learning difficulties.

12. Specific Learning Disability

Definition: Specific Learning Disability (SLD) means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.

The IDEA recognizes dyslexia as a type of SLD. According to the International Dyslexia Association, dyslexia is characterized by "difficulties with accurate and/or fluent word recognition and by poor spelling and decoding abilities. These difficulties typically result from a deficit in the phonological component of language that is often unexpected in relation to other cognitive abilities and the provision of effective classroom instruction." When considering SLD, particularly in the areas of Basic Reading Skills and Reading Fluency, the evaluation team may determine if there is a need to conduct assessment(s) specific to dyslexia.

Specific Learning Disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, ~~of~~ intellectual disability, ~~of~~ emotional behavioral disorder, or ~~of~~ environmental, cultural, or economic disadvantage.

State Eligibility Criteria for Specific Learning Disability: In determining whether a student ~~child~~ has ~~an SLD~~ a Specific Learning Disability, an evaluation that meets the procedures outlined in Section 5 of this chapter must be conducted, and the ~~child~~ student must meet, at a minimum, the following criteria:

a. **Exclusionary Factors.** The student's lack of achievement is not primarily the result of:

1) A visual, hearing, or motor impairment;

2) Intellectual disability;

3) Emotional behavioral disorder;

4) Environmental, cultural or economic disadvantage;

5) Limited English Proficiency;

6) A lack of appropriate instruction in reading, including the essential components of reading; and/or

7) A lack of appropriate instruction in math.

AND

b. **Evidence of Low Achievement.** The student demonstrates low achievement in the area(s) of suspected disability listed below as evidenced by a norm-referenced, standardized achievement assessment in the area(s) of:

1) Oral expression;

2) Listening comprehension;

3) Written expression;

4) Basic reading skills;

5) Reading comprehension;

6) Reading fluency;

7) Mathematics calculation; and/or

8) Mathematics problem solving.

AND

c. **Observation.** The student has been observed in their learning environment to document academic performance and behavior in ~~the~~ each area(s) of concern.

AND

d. **Response to Intervention OR Pattern of Strengths and Weaknesses.**

1) **Response to Intervention.** The student does not make sufficient progress in response to effective, evidence-based instruction and intervention for the student's age or to meet state-approved, grade-level standards in one or more of the following areas:

i. Oral expression;

ii. Listening comprehension;

iii. Written expression;

iv. Basic reading skills;

v. Reading comprehension;

vi. Reading fluency;

vii. Mathematics calculation; and/or

viii. Mathematics problem solving.

OR

2) **Pattern of Strengths and Weaknesses.** The student demonstrates a pattern of strengths and weaknesses in psychological processing skills that impact learning.

AND

e. **Adverse Impact**. The disability adversely impacts the student's educational performance.

AND

f. **Need for Specially Designed Instruction**. The student ~~requires~~ needs specially designed instruction.

Required Evidence

Required Evidence. The evaluation for determining initial Specific Learning Disability eligibility and requirements for parent notification and involvement shall be conducted in accordance with the procedures detailed in Chapter 4 of this Manual. To demonstrate initial student eligibility under this category, the following evidence must be provided:

a. **Exclusionary Factors.** The team must provide evidence that the student's learning difficulty is not primarily the result of:

1) A visual, hearing, or motor impairment;
If prior to or during the *Referral to Consider a Special Education Evaluation* process, a vision, hearing, and/or motor impairment was suspected or identified as an area of concern for the student, provide evidence that such impairment is not the primary factor in the student's learning difficulties.

2) Intellectual disability;
Provide evidence that the student does not have an intellectual disability that is best served under the category of Intellectual Disability as defined in this *Manual*.

3) Emotional behavioral disorder;
If prior to or during the *Referral to Consider a Special Education Evaluation* process, an emotional behavioral disorder was suspected or identified as an area of concern for the student, provide evidence that such impairment is not

the primary factor in the student's learning difficulties.

4) Environmental, cultural or economic disadvantage;
If prior to or during the *Referral to Consider a Special Education Evaluation* process, an environmental, cultural, and/or economic disadvantage was suspected or identified as an area of concern for the student, provide evidence that such factors are not the primary factor(s) in the student's learning difficulties.

5) Limited English Proficiency;
If the student is an English Learner, provide evidence that English language acquisition is not the primary factor in the student's learning difficulties~~. If the student is an English Learner,~~ and provide evidence that the student received meaningful and equitable access to general education curriculum and English Learner services.

6) A lack of appropriate instruction in reading, including the essential components of reading; or

Attendance. Provide evidence that the student has attended school regularly. If the student meets the criteria as a student who is or has been chronically absent, provide evidence that attendance is not the primary factor in the student's learning difficulties.

General Education Instruction. Provide evidence that the student has received grade-level, standards-aligned instruction in the regular education setting in reading. If the student has not received grade-level, standards-aligned instruction in reading, provide evidence that lack of access to general education instruction in reading is not the primary factor in the student's learning difficulties.

Qualified Personnel. Provide evidence that the student has received grade-level, standards-aligned instruction in the regular education setting in reading from a qualified teacher. If the student has not received grade-level, standards-aligned instruction in reading from a certified teacher, provide evidence that lack of instruction from qualified personnel in reading is not the primary factor in the student's learning difficulties.

7) A lack of appropriate instruction in math.

Attendance. Provide evidence that the student has attended school regularly. If the student meets the criteria as a student who is or has been chronically absent, provide evidence that attendance is not the primary factor in the student's learning difficulties.

General Education Instruction. Provide evidence that the student has received grade-level, standards-aligned instruction in the regular education setting in math. If the student has not received grade-level, standards-aligned instruction in math, provide evidence that lack of access to general education instruction in math is not the primary factor in the student's learning difficulties.

Qualified Personnel. Provide evidence that the student has received grade-level, standards-aligned instruction in the regular education setting in math from a qualified teacher. If the student has not received grade-level, standards-aligned instruction in math from a certified teacher, provide evidence that lack of instruction from qualified personnel in math is not the primary factor in the student's learning difficulties.

AND

b. **Evidence of Low Achievement**. Provide evidence of low achievement in each area of concern. These include:

1) Oral expression;
2) Listening comprehension;
3) Written expression;
4) Basic reading skills;
5) Reading comprehension;
6) Reading fluency;
7) Mathematics calculation; and/or
8) Mathematics problem solving.

This evidence must indicate performance that is significantly below the mean on a norm-referenced, standardized academic achievement assessment in each area of concern. Significantly below the mean is defined as 1.5 standard deviations (SD) below the mean, with a standard score (SS) of 78 or lower. When the preponderance of evidence indicates the likely presence of a Specific Learning Disability (SLD), a more lenient threshold of 1.0 standard deviations below the mean or a standard score of 85 or lower may be used.

Scores must be reported for each area of concern using:

1) A cluster or composite score comprised of two or more subtests; or
2) Two or more subtest scores.

There are cases when the use of norm-referenced assessment is not appropriate. For example, this may not be appropriate for students who are culturally and linguistically diverse. In such cases, teams may consider the preponderance of evidence when providing evidence of low achievement.

AND

c. **Observation.** Provide a record of an observation in the student's learning environment (including the regular education setting) of the student's behavior and academic performance in EACH academic area of concern. The observation(s) must be conducted by an evaluation team member other than the student's general education teacher and may be conducted in one or both of the following ways:

1) Use information from an existing, current, and relevant observation in routine classroom instruction and monitoring of the student's performance that was

conducted before the student was referred for an evaluation; or

2) Have at least one member of the team conduct observation(s) after the student has been referred for an evaluation and written parental consent has been obtained.

AND

d. **Response to Intervention OR Pattern of Strengths and Weaknesses in Psychological Processing.** All students being considered for Specific Learning Disability must participate in grade-level instruction delivered by qualified personnel and evidence-based intervention in general education in a tiered system of support (e.g., RTI or MTSS) prior to or as part of the referral process. Provide documentation of either failure to respond to scientific, evidence-based intervention (RTI) or the presence of a pattern of processing strengths and weaknesses that ~~impact~~ impacts learning.

*Provide evidence for items 1 and 2, below. Then provide evidence for **either** item 3 **OR** item 4, listed below.*

1. **Parent Notification of General Education Instruction and Intervention.** Documentation that prior to or as part of the intervention and referral process, parents were notified about:
   a. The state's policies regarding the amount and nature of student performance data collected and the general education services provided;
   b. Strategies for increasing the student's rate of learning; and
   c. The parents' right to request an evaluation.

   This requirement may be met by providing such notification to parents using the document provided by the Idaho Department of Education or through an LEA-created document that addresses the above-listed requirements.
2. **Effectiveness of Core Curriculum.** Provide documentation that instruction in the core curriculum is effective for most students. This is demonstrated using current data that helps establish that the grade-level, standards-aligned core curriculum is effective for most (50% plus 1) students based on growth and/or proficiency.

   If the referred student belongs to a population of students whose performance is regularly disaggregated, data for the disaggregated group shall also be reviewed and considered.
3. **Option 1:** Response to Intervention. Provide evidence that the student failed to respond to scientific, evidence-based intervention in specific area(s) of concern.
   a. Provide a description of each targeted intervention that was provided to address specific skill deficit(s) in each area of concern; and
   b. Provide evidence that progress was monitored on identified skill deficits in each area of concern using a standardized, norm-referenced or criterion-referenced progress monitoring measure.

1) For each area of concern, provide information about the progress made during the intervention(s). The information must include a visual representation (e.g., graph or table) and description of each of the following:
    i. Aimline;
    ii. Trendline;
    iii. Decision points;
    iv. The student's rate of improvement; and
    v. National or local norms describing expected performance for grade level peers.
2) Provide a summary of how the evaluation team used this information to determine that the student has not made sufficient progress toward grade-level expectations and performs significantly and consistently below grade level peers.

OR

4. **Option 2:** Pattern of Processing Strengths and Weaknesses. Provide evidence of a pattern of strengths and weaknesses in psychological processing skills that impact learning.

    Provide evidence that the student's psychological processing skills are linked to the failure to achieve adequately in the academic area(s) of concern. Evidence must rely on standardized assessments. These assessments must be conducted by a professional who is qualified to administer and interpret the assessment results. The student's performance on a psychological processing assessment demonstrates a pattern of strengths and weaknesses that helps ~~help~~ explain why and how the student's learning difficulties occur. Such tests may include measures of memory, phonological skills, processing speed as well as other measures which explicitly test psychological processing.

    a. Report and describe processing strengths and weaknesses.
    b. Provide a description of how the identified pattern of strengths and weaknesses helps ~~help~~ explain learning difficulties in the area(s) of concern.

AND

e. **Adverse Effect**. The disability adversely affects the student's educational performance.

AND

f. **Need for Specially Designed Instruction**. The student ~~requires~~ needs specially designed instruction.

In the case of Specific Learning Disability eligibility determination, the eligibility report shall include certification in writing that the report reflects each member's conclusions (agreement). In the case of team member disagreement with the conclusions, a written statement shall be attached to the eligibility report presenting the dissenting team member's conclusions.

13. Speech ~~or Language~~ Impairment~~: Speech~~

The term speech impairment includes articulation/phonology disorders, voice disorders, or fluency disorders that adversely impact a ~~child's~~ student's educational performance. The following eligibility criteria and minimum assessment procedures have been established for all three types of speech impairments.

a) Articulation/Phonology Disorder

Definition: Articulation is the ability to speak distinctly and connectedly. Articulation disorders are incorrect productions of speech sounds including omissions, distortions, substitutions, and/or additions that may interfere with intelligibility. Phonology is ~~the process used in our language that has common elements (sound patterns) which affect different sounds.~~ the sound system of a language and the rules that govern the combination of these sounds. Phonology disorders are ~~errors involving~~ errors affecting the understanding and use of phonemes~~,~~ and sound patterns~~,~~ and the rules governing their combinations.

a. An articulation/phonology disorder exists when:
    1) the disorder is exhibited by omissions, distortions, substitutions, or additions;
    2) the articulation interferes with communication ~~and calls attention to itself~~; and
    3) the disorder adversely affects educational or developmental performance.
b. An articulation/phonology disorder does not exist when:
    1) errors are temporary in nature or are due to temporary conditions such as dental changes;
    2) differences are due to culture, bilingualism or dialect, or from being non-English speaking; or
    3) there are delays in developing the ability to articulate only the most difficult blends of sound or consonants within the broad range for the student's age.

State Eligibility Criteria for Articulation/Phonology Disorder: An evaluation team will determine that a student is eligible for special education and related services as a student who has an articulation/phonology disorder (speech impairment) when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.
b. At least two procedures are used to assess the student, one of which yields a standard score.
c. The student must have a score that is at least 1.5 standard deviations below the mean, ~~or~~ at or below the 7th percentile, on a standardized articulation/phonological assessment, or the speech impairment is judged as moderate on the standardized measure. ~~for students ages three (3) through twenty-one (21) years.~~
d. The student's disability adversely affects educational performance.

e. The student needs specially designed instruction. (Speech~~/language~~ therapy can be considered a special education service or ~~specially designed instruction or~~ a related service.)

b) Fluency Disorder

Definition: A fluency disorder consists of stoppages in the flow of speech that ~~is~~ are abnormally frequent and/or abnormally long. The stoppages usually take the form of repetitions of sounds, syllables, or single syllable words; prolongations of sounds; or blockages of airflow and/or voicing in speech.

a. A fluency disorder exists when an abnormal rate of speaking, speech, interruptions, repetitions, prolongations, blockages of airflow and/or voicing interferes with effective communication.

b. A fluency disorder does not exist when developmental dysfluencies are part of normal speech development and do not interfere with educational or developmental performance.

State Eligibility Criteria for Fluency Disorder: An evaluation team will determine that an individual is eligible for special education and related services as a student who has a fluency disorder (speech impairment) when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.

b. The student has a fluency rating of moderate or severe on the Fluency Communication Rating Scale for the student's age. ~~three (3) through twenty-one (21) years.~~ See the documents and resources provided on the ~~SDE~~ Idaho Department of Education website under ~~section of this~~ Chapter 4 for the Fluency Communication Rating Scale.

c. The student's disability adversely affects educational performance.

d. The student needs specially designed instruction. (Speech~~/language~~ therapy can be considered a special education service or ~~specially designed instruction or~~ a related service.)

c) Voice Disorder

Definition: Voice disorders are the absence or abnormal production of voice quality, pitch, intensity, or resonance. Voice disorders may be the result of a functional or an organic condition.

A student who has a suspected laryngeal-based voice disorder and has not been evaluated by an ear, nose, and throat (ENT) physician (otorhinolaryngologist/ otolaryngologist) may not receive voice therapy services from a speech-language pathologist.

a. A voice disorder exists when the vocal characteristics of quality, pitch, intensity, or resonance:

1) interfere with communication;

2) draw unfavorable attention to the speaker;

3) adversely affect the speaker or listener; or

4) are inappropriate to the age and gender of the speaker.

b. A voice disorder does not exist ~~exists~~ when the vocal characteristics of quality, pitch, intensity, or resonance:

1) are the result of temporary physical factors such as allergies, colds, or abnormal tonsils or adenoids;

2) are the result of regional dialectic or cultural differences or economic disadvantage; or

3) do not interfere with educational or developmental performance.

State Eligibility Criteria for Voice Disorder: An evaluation team will determine that a student is eligible for special education and related services as a student who has a voice disorder (speech impairment) when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted.

b. The student has a voice production rating of moderate or severe on the Voice Rating Scale. ~~for students aged three (3) through twenty-one (21) years.~~ See the documents and resources provided on the ~~SDE~~ Idaho Department of Education website under ~~section of this~~ Chapter 4 for the Voice Rating Scale.

c. An ear, nose, and throat (ENT) physician's (otorhinolaryngologist) statement documents that voice therapy is not contraindicated.

d. The student's disability adversely affects educational performance.

e. The student needs specially designed instruction. (Speech~~/language~~ therapy can be considered a special education service or ~~specially designed instruction or~~ a related service.)

See the documents and resources provided on the ~~SDE~~ Idaho Department of Education website under ~~section of this~~ Chapter 4 for information on documenting adverse effects on educational performance for students with speech~~/language~~ disorders.

NOTE: A student may receive speech ~~or language~~ services if he or she is eligible for special education under another disability category and needs speech ~~or language~~ services as a related service in order to benefit from special education without meeting the eligibility criteria for speech ~~and language~~ impairment. As a special education or related service under another eligibility category, there is no specific score that indicates the need or lack of need for speech therapy.

14. Traumatic Brain Injury (TBI)

Definition: Traumatic brain injury means an acquired injury to the brain caused by an external physical force resulting in a total or partial functional disability or psychosocial impairment, or both~~, that adversely affects educational performance~~. The term applies to open or closed head injuries resulting in impairments in one or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem solving, sensory, perceptual and motor abilities, psychosocial behavior, physical functions, information processing, and/or speech. The term does not apply to congenital or degenerative brain injuries or to brain injuries induced by birth trauma.

State Eligibility Criteria for Traumatic Brain Injury: An evaluation team will determine that a student is eligible for special education services as a student who has a traumatic brain injury when all of the following criteria are met:

a. An evaluation that meets the procedures outlined in Section 5 of this chapter has been conducted;~~.~~
b. The student has an acquired injury to the brain caused by an external physical force resulting in a total or partial functional disability or psychosocial impairment, or both;~~.~~
c. The student has medical documentation of a traumatic brain injury;~~.~~
d. The student's ~~condition~~ disability adversely affects educational performance;~~.~~ and
e. The student needs specially designed instruction.

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CHAPTER 5: INDIVIDUALIZED EDUCATION PROGRAMS

If a student is eligible for special education services, they have met the requirements of eligibility under the IDEA. Eligibility requires a student to meet the following three prongs: 1) the student has a disability that meets ~~the~~ State eligibility criteria; 2) the disability adversely affects the student's educational performance; and 3) the student ~~requires~~ needs specially designed instruction to progress toward Idaho Content Standards that apply to all students.

Special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability including instruction conducted in the classroom, the home, hospitals, institutions, and other settings. The definition of special education also includes, but is not limited to, ~~the following:~~ instruction in physical education, speech~~/~~ or language ~~pathology~~ therapy services, travel training, and vocational education.

Specially designed instruction means adapting, as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to address the unique needs of the student that result from ~~his or her~~ the student's disability and to ensure access to the general education curriculum so that the student can meet the Idaho Content Standards that apply to all students.

The Individualized Education Program (IEP) is a written document developed for each eligible student ~~with a disability and~~ which documents ~~the~~ specially designed instruction, including ~~and~~ related services. The IEP is the product of team collaboration among ~~a~~ the parent/adult student, ~~district~~ LEA personnel, and other IEP team members who, through full and equal participation, identify the unique needs of a student with a disability and plan the special education services and educational program to meet those needs.

In developing each student's IEP, the IEP team shall consider:

1. the strengths of the student;
2. the concerns of the parents for enhancing the education of their child;
3. the results of the initial or most recent evaluation of the student;
4. the unique circumstances of the student; ~~and~~
5. the academic achievement, developmental, and functional needs of the student; and
6. special factors related to the student.

Section 1. IEP Initiation

A. Purpose of IEP Team Meeting

The primary purpose of an IEP team meeting is to design an appropriately ambitious IEP that meets the unique needs of a student with a disability. The IEP team determines the special education and related services reasonably calculated to enable the student to ~~receive educational benefits~~ make progress in light of the student's individual circumstances in the least restrictive

environment. The parent/adult student shall be invited to the meeting and participate meaningfully. (Note: transition age students must be invited to the IEP team meeting). ~~The~~ Each IEP team ~~member should~~ member shall come prepared to discuss specific information about the student~~'s unique circumstances~~ and the ~~type of services~~ educational program to be provided to address the student's unique circumstances.

The meeting format ~~should~~ shall invite open discussion that allows participants to identify and consider the unique circumstances of the student related to his or her disability and what is necessary ~~to provide~~ for the student to access ~~to~~, participate in, and make progress toward Idaho Content Standards in the general education curriculum. Placement decisions shall be considered *after* the special education services are determined and shall not be the determining factor in developing the IEP content.

Informal or unscheduled conversations involving ~~district~~ LEA personnel on various issues (e.g., teaching methodology, lesson plans, or coordination of service provisions) are not considered ~~a~~ to be an IEP meeting as long as no decisions are made regarding issues addressed on the student's IEP. ~~A meeting does not include preparatory~~ Preparatory activities in which ~~district~~ LEA personnel engage to develop a proposal or a response to a parent/adult student proposal that will be discussed at a later meeting are not considered to be an IEP meeting.

B. IEP Team Decision Making

The IEP team meeting serves as a communication ~~vehicle~~ tool between IEP team members, enabling them to make joint, informed decisions regarding the student's special education services as equal participants. All members of the IEP team are expected to work toward consensus regarding IEP decisions to ensure the student receives a free appropriate public education (FAPE).

Consensus means a ~~consent~~ commitment of all IEP team members to support the decision of the team, which requires that all members of the team have an opportunity for meaningful participation.

~~1. If there is lack of consensus between the parent/adult student, district personnel, and other IEP team members regarding an IEP decision, then school personnel on the IEP team should seek consensus within the school team and provide written notice to the parent/adult student.~~
~~2. If there is a lack of consensus among school personnel, then the district representative on the IEP team shall make the decision and provide written notice to the parent/adult student.~~
~~3. The parent/adult student should be made aware of the procedures in Section 2J of this chapter, "Parent/Adult Student Objection to the IEP," and their procedural safeguards, including due process rights.~~

If the parent/adult student, school personnel, and other IEP team members are unable to reach consensus regarding an IEP decision, then school personnel on the IEP team should seek consensus within the school team and provide written notice to the parent/adult student.

If school personnel are unable to reach consensus, then the LEA representative on the IEP team shall make the decision and provide written notice to the parent/adult student.

The parent/adult student will be made aware of their procedural safeguards, including due process rights.

See Section 2O of this chapter, "Parent/Adult Student Objection to the IEP," for more information about parent/adult student due process rights.

C. When IEP Team Meetings Are Held

An IEP team meeting shall be held for one or more of the following reasons:

1. to develop an IEP within thirty (30) calendar days of a determination that the student is eligible for special education and related services;
2. to conduct an annual review of the IEP, ~~review the IEP periodically, but~~ no ~~longer~~ more than one year (365 days) from the date of development of the current IEP;~~, with the IEP in effect at the beginning of each school year;~~
3. when another agency fails to deliver transition or other services outlined in the IEP to consider other options for how the student's needs may be met;
4. to consider revisions to the IEP if there is any lack of expected progress toward annual goals and/or in the general education curriculum~~, where appropriate~~;
5. at the reasonable request (as determined by the ~~district~~ LEA) of any member of the IEP team (Note: Written notice shall be provided to the parent/adult student who requests an IEP team meeting when ~~a~~ an ~~district~~ LEA refuses to hold one);
6. to review behavioral intervention strategies and/or to develop a behavior~~al~~ intervention plan as part of the IEP; and/or
7. to address the IDEA discipline requirements (see Chapter ~~12~~ 11).~~; and/or~~

~~8. to review the results of any reevaluation or independent educational evaluation (IEE).~~

NOTE: An IEP team meeting shall be considered to review the results of any reevaluation, clinical evaluation, or independent educational evaluation (IEE) received by the LEA.

NOTE: Under the IDEA, amendments to a student's annual IEP may occur without a meeting if the parents and LEA agree in writing~~ an IEP team meeting may not be required to amend the IEP (see IEP Amendments)~~.

See Section 3B of this chapter for more information about IEP Amendments.

D. IEP Team Members and Roles

The IEP team is a group of individuals responsible for developing, reviewing, or revising an IEP for a student with a disability.

Required IEP Team Membership and Roles

1. Parent/Adult Student

   In the IDEA, the ~~The~~ term "parent" means ~~refers to~~

   a. a biological or adoptive parent;

   b. a foster parent if the parent's authority to make educational decisions on behalf of the student has been terminated by law. The foster parent shall be an individual who has no interest that would conflict with the interests of the student;

   c. a ~~judicially decreed~~ guardian generally authorized to act as the student's parent or authorized to make educational decisions (does not include State agency personnel if the student is a ward of the state);

   d. a person acting in place of a biological or adoptive parent, including a grandparent, stepparent, or other relative, with whom the student lives or an individual who is legally responsible for the student's welfare; or

   e. a surrogate parent who has been appointed by the ~~district~~ LEA. ~~The term "acting in place of a biological or adoptive parent" includes persons such as a grandparent, stepparent, or other relative with whom the student lives, as well as persons who are legally responsible for a student's welfare. A foster parent may act as a parent if the natural parent's authority to make educational decisions on behalf of his or her child has been terminated by law. A foster parent shall be an individual who is willing to make educational decisions required of a parent, and has no interest that would conflict with the interests of the student.~~

   f. If ~~more~~ other individuals in addition to ~~than~~ the biological or adoptive parents meet the definition of parent, the biological or adoptive parents serve as the parents in the IEP process, unless a judicial decree or order identifies a specific person or persons to make educational decisions for the student.

   g. An "adult student" is a student with a disability who is eighteen (18) years of age or older to whom special education rights have transferred under the IDEA and Idaho Code. ~~(See Chapter 11, Section 2C, for more information.)~~ In this case, the parent may attend the IEP team meeting as an individual who has knowledge or special expertise regarding the student, at the invitation of the adult student or the ~~district~~ LEA.

   h. The parent/adult student may not serve in another role other than that of parent/adult student.

   See Chapter 12 for more information about parent/adult student membership on the IEP team.

2. LEA Representative

   a. The ~~district~~ LEA representative or designee shall be qualified to provide or supervise the provision of special education to meet the unique needs of students with disabilities. The representative shall be qualified to provide or supervise the provision of specially designed instruction, shall be knowledgeable about the general education curriculum, and ~~and about the availability of resources in the district. They~~ shall have the authority to allocate resources ~~and~~ to ensure that the IEP will be implemented. Examples of the ~~district~~ LEA representative include the building principal, the special education director, the ~~district~~ LEA superintendent, or others who meet the criteria described above.

   b. This person may serve a dual role on the team if all of the criteria are met for both roles. ~~The district representative may be another member of the IEP team if all the criteria above are met~~.

3. General Education Teacher (not less than one)

   a. A general education teacher of the student is required to participate in developing the IEP if a student is, or may be, participating in the general education environment. The participating general education teacher must be ~~Regardless, a representative that is~~ knowledgeable ~~of the~~ about Idaho Content Standards and the general education curriculum at the student's grade level ~~shall be present~~.

   b. For preschool-age students, the general education teacher may be the kindergarten teacher or an appropriate designee. Designees at the preschool level may include a care provider, Head Start teacher, or community preschool teacher, if that person meets ~~State and/or national~~ Idaho childcare licensing standards. The parent may not serve as the general education teacher.

   c. If a student is or may be participating in the general education curriculum or environment, not less than one of the student's general education teachers shall participate in developing the IEP~~, to the extent appropriate~~. The general education teacher's role in the development, review, and revision of the IEP includes:

      1) discussion of the student's involvement and progress in the general education curriculum, if known;

      2) discussion of appropriate positive behavioral interventions and other strategies for the student; and

      3) discussion of supplementary aids and services, program accommodations~~/~~ or adaptations, ~~to be provided by~~ and supports provided by ~~for~~ school personnel in the general education classroom.

   d. This person may not serve the dual roles of general education teacher and special education teacher.

4. Special Education Teacher (not less than one)

    a. This individual ~~generally will be~~ will generally be the student's special education teacher or service provider who is responsible for implementing the student's IEP. For example, in the case of a student receiving ~~primary~~ special education services from a speech-language pathologist, it ~~is~~ may be ~~more~~ appropriate for the speech-language pathologist to fill this role on the IEP team.

    b. This person may serve a dual role on the team if all of the criteria are met for both roles. However, this person may not serve the dual roles of general education teacher and special education teacher.

5. Other qualified professional(s) including individual(s) who can interpret assessment results and instructional implications

    a. This person may be someone who participated in the evaluation of the student. ~~He or she~~ This person shall be able to explain the results, the instructional implications, and the recommendations of the evaluation.

        1) This person may serve a dual role on the team if all of the criteria are met for both roles.

    b. In the case of a student with limited English proficiency, the IEP team must consider the language acquisition needs of the student as those needs relate to the student's IEP. The IEP team shall include one or more participants who have the requisite expertise about the student's language needs.

        1) This person may serve a dual role on the team if all of the criteria are met for both roles.

6. Individual(s) with Special Expertise

    a. At the discretion of the parent/adult student or the ~~district~~ LEA, other individuals who have knowledge or special expertise regarding the student, including related service personnel, may be included as IEP team members. The determination of having knowledge and special expertise regarding the student shall be made by the parent/adult student or school personnel ~~district person~~ who invited the individual to be a member of the IEP team.

7. Student

    a. Whenever appropriate, the IEP team should include ~~includes~~ the student with a disability. ~~A student shall be invited by the district to attend any IEP team meeting at which~~ When post-secondary goals and transition services ~~needed to assist the student in reaching those goals~~ will be discussed, the student shall be invited by the ~~district~~ LEA to attend the IEP team meeting. In Idaho, this requirement begins with the IEP to be in effect when a student is sixteen (16) years old (or younger if determined appropriate by the IEP team). If the student is a minor, the parent shall make the

decision regarding the student's attendance. If the student does not attend the IEP team meeting, the ~~district~~ LEA shall take other steps to ensure that the student's preferences and interests are considered.

See Section 2M of this chapter for more information on transition services and goals.

Other Potential Team Membership and Roles (required when applicable)

8. Private School Representative

   a. If a student is enrolled in or referred to a private school, the ~~district~~ LEA shall ensure that a representative of the private school is invited to the Services Plan (SP) or IEP team meeting. If a representative cannot attend, the ~~district~~ LEA shall use other methods to ensure participation by the private school~~, including individual or conference telephone calls~~.

   See Chapter 9 for more information about private schools.

9. Transition Agency Representative

   a. If transition services are being discussed, a representative of any participating agency likely to be responsible for providing or paying for transition services shall be invited (with the ~~prior~~ written consent of a parent/adult student obtained prior to inviting the representative). If a representative does not attend, steps should be taken to obtain participation from the agency in transition planning.

10. Part C Coordinator or Representative

   a. A Part C coordinator or other representative may be invited by the ~~district~~ LEA to participate in the team IEP meeting for a preschooler transitioning to Part B services. Parents shall be informed of their right to request ~~an invitation for~~ that an Infant Toddler Program representative(s) be invited to attend the initial IEP team meeting.

~~Role~~	~~Description~~
~~Parent of the student~~ ~~or~~ ~~Adult Student if rights have transferred~~	~~The term "parent" refers to a biological or adoptive parent, foster parent, a judicially decreed guardian (does not include State agency personnel if the student is a ward of the state), a person acting in place of a parent, or a surrogate parent who has been appointed by the district. The term "acting in place of a biological or adoptive parent" includes persons such as a grandparent, stepparent, or other relative with whom the student lives, as well as persons who are legally responsible for a student's welfare. A foster parent may act as a parent if the natural parent's authority to make educational decisions on behalf of his or her child has been terminated by law. A foster parent shall be an individual who is willing to make educational decisions required of a parent and has~~

Role	Description
	no interest that would conflict with the interests of the student. If more than the biological or adoptive parents meet the definition of parent, the biological or adoptive parents serve as the parents in the IEP process, unless a judicial decree or order identifies a specific person or persons to make educational decisions for the student. An "adult student" is a student with a disability who is eighteen (18) years of age or older to whom special education rights have transferred under the IDEA and Idaho Code. (See Chapter 11, Section 2C, for more information.) In this case, the parent may attend the IEP team meeting as an individual who has knowledge or special expertise regarding the student, at the invitation of the adult student or the district.
District Representative	The district representative or designee shall be qualified to provide or supervise the provision of special education to meet the unique needs of students with disabilities. The representative shall be knowledgeable about the general education curriculum and about the availability of resources in the district. They shall have the authority to allocate resources and to ensure that the IEP will be implemented. Examples of the district representative include the building principal, the special education director, the district superintendent, or others who meet the criteria described above. The district representative may be another member of the IEP team if all the criteria above are met.
Special Education Teacher/Provider – not less than one	This individual generally will be the student's special education teacher or service provider who is responsible for implementing the student's IEP. For example, in the case of a student receiving primary services from a speech-language pathologist, it is more appropriate for the speech-language pathologist to fill this role on the IEP team.
General Education Teacher – not less than one	A general education teacher of the student is required to participate in developing the IEP if a student is, or may be, participating in the general education environment. Regardless, a representative that is knowledgeable of the general education curriculum at the student's grade level shall be present. For preschool-age students, the general education teacher may be the kindergarten teacher or an appropriate designee. Designees at the preschool level may include a care provider, Head Start teacher,

Role	Description
	or community preschool teacher, if that person meets State and/or national licensing standards.
Individual who can interpret evaluation results and implications	This person may be someone who participated in the evaluation of the student. He or she shall be able to explain the results, the instructional implications, and the recommendations of the evaluation.
Student	Whenever appropriate, the IEP team includes the student with a disability. A student shall be invited by the district to attend any IEP team meeting at which post-secondary goals and transition services needed to assist the student in reaching those goals will be discussed. If the student does not attend the IEP team meeting, the district shall take other steps to ensure that the student's preferences and interests are considered.
Representative of a Private School (if applicable)	If a student is enrolled in or referred to a private school, the district shall ensure that a representative of the private school is invited to the IEP team meeting. If a representative cannot attend, the district shall use other methods to ensure participation by the private school, including individual or conference telephone calls.
Representative of Transition Agency(s) (Parent/Adult student consent shall be obtained prior to inviting the Transition Agency Representative to participate in the IEP team meeting).	If transition services are being discussed, a representative of any participating agency likely to be responsible for providing or paying for transition services shall be invited (with the prior consent of a parent/adult student). If a representative does not attend, steps should be taken to obtain participation from the agency in transition planning.
Part C Coordinator or Representative	A Part C coordinator or other representative may be invited by the district to participate in the team IEP meeting for a preschooler transitioning to Part B services. Parents shall be informed of their right to request an invitation for an Infant Toddler Program representative(s) to the initial IEP team meeting.
Other	At the discretion of the parent/adult student or the district, other individuals who have knowledge or special expertise regarding the student, including related service personnel, may be included as IEP team members. The determination of having knowledge and special expertise regarding the student shall be made by the parent/adult student or district person who invited the individual to be a member of the IEP team.

E. Excusal of Required IEP Team Members

~~NOTE: The general education teacher, special education teacher, district representative, or individual who can interpret implications of evaluation results~~ A required school team member may be excused from an IEP team meeting, in whole or in part, if the parent/adult student and ~~district~~ LEA agree in writing and the requirements below are met:

1. the team **does not** intend to modify or discuss that team member's services or area of curriculum; or

2. the team **does** intend to modify or discuss that team member's services or area of curriculum, ~~If the meeting deals with the excused member's areas of the curriculum and/or services, he or she~~ and the team member has provided ~~shall provide~~ written input to the IEP team prior to the meeting.

    a. Written input shall include substantive data (e.g., interpreting assessment findings, providing meaningful guidance to the team~~,~~ regarding the purpose of the meeting, reflecting on general education curriculum).

~~3. If a district representative is excused, a staff member in attendance shall have the authority to bind the district to the decisions of the team.~~

In the event the LEA representative is the individual excused, a school team member in attendance shall be vested with the authority to bind the LEA to the decisions of the team.

~~E. The General Educator's Role in IEP Development~~

~~If a student is or may be participating in the general education curriculum or environment, not less than one of the student's general education teachers shall participate in developing the IEP, to the extent appropriate. The general education teacher's role in the development, review, and revision of the IEP includes:~~

~~1. discussion of the student's involvement and progress in the general education curriculum, if known;~~

~~2. discussion of appropriate positive behavioral interventions and other strategies for the student; and~~

~~3. discussion of supplementary aids and services, program accommodations/adaptations, to be provided by supports for school personnel in the general education classroom.~~

F. Invitation to IEP Team Meetings

The LEA shall ensure that the parents/guardians of a student with a disability have a meaningful opportunity to participate in each IEP meeting. To the extent possible, the ~~district~~ LEA should encourage the consolidation of all team meetings, including meetings that may involve eligibility, reevaluation, and IEP development.

The ~~district~~ LEA shall meet the requirements outlined below.

1. Notify the parent/adult student of the meeting with enough notice to ensure that they will have the opportunity to attend. If the student is of secondary transition age, the student shall also be invited. If the student is a minor, the parent shall make the decision regarding the student's attendance.

2. Schedule the meeting at a place and time mutually agreed upon by the parent/adult student and the ~~district~~ LEA. Alternatives to in-person meetings, such as video and telephone conferencing, may take the place of in-person IEP team meetings to meet the parent/adult student's needs.

3. ~~Invite the parent/adult student and the secondary transition age student, if applicable, to the meeting early enough to ensure that he or she can attend.~~

3. The ~~district~~ LEA shall keep a record of this invitation. The invitation shall include the following:

    a. the purpose(s), time, and location of the meeting;

    b. who will attend the meeting, by role;

    c. information regarding the parent's/adult student's right to bring other people to the meeting and invite a Part C representative, if appropriate; and

    d. notification that post-secondary goals and transition services will be discussed, as applicable. When the IEP team will consider transition services, the invitation shall:

        i. indicate this purpose;

        ii. invite the student; and

        iii. identify any other agency that will be invited to send a representative, with parent's/adult student's consent.

4. The invitation should clarify the parent's/adult student's (or secondary transition age student's) role on the team and request that he or she come prepared to discuss the unique needs and characteristics of the student, the goals that would support the success of the student in the general education curriculum aligned with Idaho Content Standards, and the types of services needed to address those goals. ~~and the goals that would indicate the success of the services.~~

5. ~~Invite the student, if appropriate or required, to attend and participate in his or her the IEP team meeting. If the student is a minor, the parent shall make the decision regarding the student's attendance. If a one purpose of the meeting is to consider transition and but the student does not attend, the district shall take other steps to ensure that the student's preferences and interests are considered.~~

~~6. The invitation may be written or oral. In either case, the district shall document that all the required components noted in items 3 and 4 2 above were included in the invitation. In addition, the parent/adult student shall be given a physical copy of the *Procedural Safeguards Notice* at least annually, preferably at the annual review, unless the parent requests additional copies.~~

~~7. When one purpose of the IEP team meeting is to consider transition services, the invitation shall:~~

~~a. indicate this purpose;~~

~~b. invite the student; and~~

~~c. identify any other agency that will be invited to send a representative, with parent's/adult student's consent.~~

5. The invitation may be written or verbal and shall be in the parent/adult student's primary language. In either case, the ~~district~~ LEA shall document that all the required components noted in ~~item~~ items 3 and 4 ~~2~~ above were included in the invitation. ~~In addition, the parent/adult student shall be given a physical copy of the *Procedural Safeguards Notice* at least annually, preferably at the annual review, unless the parent requests additional copies.~~

6. The ~~district~~ LEA shall take appropriate action to ensure that a parent/adult student understands the proceedings at an IEP team meeting, including arranging for an interpreter for a parent/adult student who has hearing loss or whose native language is other than English.

7. The IEP team may meet without the parent/adult student if he or she ~~cannot attend the meeting or~~ cannot be convinced to attend the meeting. ~~However, the district shall document its attempts to arrange a mutually agreed upon time and place for the meeting. Documentation could include records of telephone calls or conversations, copies of correspondence sent to the parent/adult student and any responses received, and/or detailed records of any visits made to the parent's/adult student's residence. If a meeting is held without the parent/adult student, the district shall offer and document alternative methods, such as conference calls, to gain his or her participation in the development of the IEP. Alternatives to physical meetings such as video and telephone conference, may take the place of physical IEP team meetings if the parent/adult student and district agree.~~ If the parent/adult student cannot be convinced to attend the meeting, the following criteria shall be met:

   a. The LEA has documented its attempts to arrange a mutually agreed upon time and place for the meeting.

   b. Alternatives to in-person meetings, such as video and telephone conferencing, have been offered to take the place of in-person IEP team meetings to meet the parent/adult student's needs.

c. If a meeting is held without the parent/adult student, the LEA has offered and documented alternative methods, such as video and telephone conferencing, to gain the parent/adult student's participation in the development of the IEP.

Note: Documentation may include records of telephone calls or conversations, copies of correspondence sent to the parent/adult student and any responses received, and/or detailed records of any visits made to the parent's/adult student's residence.

~~Section 2. IEP Development~~

~~The IDEA clearly defines the required components of an IEP and the Idaho IEP form is designed to include only those IDEA required components. Therefore, no additional information may be required in a student's IEP beyond what is explicitly required by IDEA, nor can information be required under one component of a student's IEP that is already contained under another component of the student's IEP.~~

~~NOTE: IEP team meeting minutes are not part of the official IEP document.~~

~~A. General Demographic Components for All IEPs~~

~~All IEPs shall include, the date of the IEP team meeting and the following general demographic components: the student's name as it appears in school records, native language, birth date, and identification number (for State reporting or Medicaid purposes only), names of parents, address, phone number, school, and grade.~~

~~B. Documentation of Participants~~

~~The district shall ensure the attendance and participation of the IEP team members at the IEP team meeting. Documentation of attendance can be accomplished by listing team member roles on the IEP and checking their attendance status. Prior to the beginning of the meeting, an excusal form identifying any required district members not present at the IEP team meeting, with the parent/adult student's signature of approval shall be attached.~~

~~The attendance list is not a reflection of agreement or disagreement with the IEP; it is only an indication of attendance. As with any team member, the parent's/adult student's inclusion on the list does not indicate agreement or disagreement with the IEP contents. If the parent/adult student disagrees with all or part of the IEP, the district should remind the parent/adult student that he or she may file a written objection. Any participant at the IEP team meeting may file a minority report if he or she disagrees with a program decision. A minority report shall not prevent the implementation of an IEP team decision.~~

~~NOTE: See Section 2J of this chapter for additional information on parent/adult student objections.~~

C. Present Levels of Academic Achievement and Functional Performance, Goals, Objectives and Benchmarks

The IEP identifies present levels of academic achievement and functional performance (PLAAFP) and measurable goals that enable the IEP team to -track the effectiveness of services and to report progress toward goals.

1. Statements of PLAAFP in an area of need nclude:

    a. How a school-age student's disability affects his or her involvement and progress in the general education curriculum (i.e., the same curriculum used by students without disabilities).

    b. For preschool students, the PLAAFP should describe how the disability affects the student's in age-appropriate activities

2. Although the content of present levels of academic achievement and functional performance statements are different for each student, individual present level of academic and functional performance statements will meet the following requirements:

    a. The statement shall be written in objective, measurable terms using easy-to-understand, non-technical language;

    b. The other components of the IEP, including special education services, annual goals, and, objectives and benchmarks for students who participate in alternate assessments (AA) , shall show a direct relationship to the content of present levels of academic and functional performance;

    c. The statement shall provide baseline data for goal development;

    d. The statement shall reference Idaho Content Standards, Idaho Workplace Skills Career Readiness Standards, Idaho Extended Content Standards Core Content Connectors, or Idaho Early Learning Guidelines (eGuidelines), as applicable;

    e. The statement shall include the student's strengths and needs; and

    f. The statement shall include parental concerns for enhancing the student's education; and

    g. The statement shall address how a student's disability affects his or her involvement and progress in the general education curriculum (i.e., the same curriculum used by students without disabilities).

3. Annual IEP goals shall be appropriately challenging and reflect the needs described in the present levels of academic achievement and functional performance statements. Measurable academic achievement, developmental, and functional annual goals are designed to meet the student's unique needs that result from the student's disability, to enable the student to be involved in and make progress in the general education

curriculum, and to meet each of the student's other educational needs that result from the student's disability.

a. A goal is a written, measurable statements, developed from the baseline data, describing what a student is reasonably expected to accomplish within the time period covered by the IEP, generally one year.

b. Goals are written to enable the student to be involved in and make progress in the general education curriculum and to meet other educational needs that result from the disability.

c. A goal shall be appropriately challenging given the circumstances of the student and include the behavior, the performance criteria, and the evaluation procedure.

4. Objectives and benchmarks are required for students taking the AAs. Objectives and benchmarks shall align with the PLAAFP and the annual goal, as a progression toward meeting the annual goal.

D. Progress Toward Goals

The IEP shall include a statement describing:

1. How the student's progress toward IEP goals will be measured and the progress monitoring schedule;

2. How and when the parent/adult student will be informed of the student's progress toward the annual goals, including the extent to which progress is sufficient to enable the student to achieve the goals by the end of the IEP time period.

At minimum, periodic written progress statements related to progress toward annual goals will be reported concurrent with the issuance of report cards.

E. Statements of Special Education and Related Services

Each student's IEP shall describe the specific special education and related services that will be provided to or on behalf of the student, based on peer-reviewed research to the extent practicable. Special education includes specially designed instruction to meet the unique needs of the student.

The term "related services" refers to transportation and such developmental, corrective, and other supportive services required to assist a student with a disability to benefit from special education as described in the IEP. These services include, but are not limited to:

- Audiology
- early identification and assessment of student's disabilities

- ~~interpreter services~~
- ~~language therapy~~
- ~~medical services for diagnostic or evaluative purposes~~
- ~~occupational therapy~~
- ~~orientation and mobility services~~
- ~~parent counseling and training Parent counseling and training includes helping a parent understand child development and the special needs of his or her child and acquire skills to support the implementation of his or her child's IEP.~~
- ~~physical therapy~~
- ~~psychological services~~
- ~~rehabilitation counseling services~~
- ~~school nurse services~~
- ~~social work services in school~~
- ~~speech therapy~~
- ~~supports for school staff~~
- ~~therapeutic recreation~~

~~The above list of related services is not exhaustive and may include other developmental, corrective, or supportive services, transition services or assistive technology.~~

~~Although services may be of benefit to a student with a disability, all of the services listed above may not be required for each individual student. Related services are the responsibility of the district only if the IEP team determines they are required to assist the student to benefit from special education. Further, the student is not entitled to related services if he or she is not eligible for special education or the parent/adult student does not consent to initial provision of special education services.~~

~~EXCEPTION: "Related Services" does not include a medical device that is surgically implanted or the replacement of such device (e.g., cochlear implant), the optimization of that device's functioning (e.g., mapping), or maintenance of that device., or the replacement of that device. The district is responsible to appropriately monitor and maintain devices to make sure the devices are functioning properly. This responsibility applies to devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school or is at school.~~

~~THIRD PARTY PAYERS: Consent from the parents/adult student is required when the district bills Medicaid or the parent's insurance for services provided. See Chapter 11 for details.~~

~~F. Supplementary Aids, Services, and Other IEP Considerations~~

~~Supplementary aids, and services may include general education curriculum accommodations and/or adaptations, support for school staff, positive behavioral intervention plans, extended school year services, transportation, transition services, assistive technology services, and travel training services deemed appropriate by the IEP team and shall be provided whether or not the district currently has these services in place.~~

~~The description of services in the IEP shall:~~

1. ~~Identify the program accommodations and supplementary aids to be provided to the student in the areas of need.~~

2. ~~List the specific services that will meet the unique needs of the student, allowing him or her to advance appropriately toward attaining the annual goals, and:~~

    a. ~~be involved in and make progress in the general education curriculum;~~

    b. ~~participate in extracurricular and other nonacademic activities; and~~

    c. ~~be educated and participate with other students with disabilities and with students without disabilities to the maximum extent appropriate.~~

~~NOTE: The public agency shall ensure that each student with a disability has the supplementary aids and services determined by the student's IEP team to be appropriate and necessary for the student to participate in nonacademic settings.~~

3. ~~State the projected starting date and expected duration of the services, accommodations, and/or adaptations.~~

4. ~~List the anticipated time and frequency of sessions per week or month. The amount of service may not be stated as a range.~~

5. ~~State the location where services and accommodations/adaptations will be provided (such as a general education classroom, resource room, etc.) Note: Location does not mean specific site.~~

~~Based on the unique needs of each student, the IEP team shall consider any services listed below that may be appropriate for the student and shall document such services on the IEP accordingly.~~

1. ~~Supplementary Aids and Services~~

~~"Supplementary aids and services" are aids, services, and other supports that are provided in general education classes, other education-related settings and extracurricular and nonacademic~~

~~settings to enable students with disabilities to be educated with students without disabilities to the maximum extent appropriate in accordance with LRE requirements.~~

~~The determination of which supplementary aids and services are appropriate for a particular student shall be made on an individual basis. Supplementary aids and services may include the following: assistance of an itinerant special education teacher, related service provider, or paraprofessional; support or training for the general educator; use of resource services; provision of note takers; supports for extracurricular or other nonacademic activities; and supports for participation in state- or district-wide assessments.~~

~~2. Accommodations and Adaptations~~

~~NOTE: "Modifications" include accommodations and adaptations. Idaho uses the terms accommodations and adaptations to describe two separate instructional and assessment practices.~~

~~Accommodations and adaptations include any changes that allow students with disabilities the same opportunity as students without disabilities to participate in and benefit from the educational program, activities, and services of the district.~~

~~Accommodations are intended to make educational opportunities more accessible. This may involve the setting, communication modality, equipment, and/or supplemental aids and services. Examples include Braille editions, large print, pencil grips, audio recording, note takers, and computers with spell check.~~

~~Accommodations are changes in the curriculum, instruction, or testing format or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities. Accommodations are generally considered to include assistive technology, as well as changes in presentation, response, timing, scheduling, and settings that do not fundamentally alter the requirements. Accommodations do not invalidate assessment results and do not fundamentally alter the or course expectations.~~

~~Adaptations are changes in educational expectations for the student with a disability compared to peers without disabilities. These adaptations include actual changes in the general education curriculum and instruction or the use of an alternative or supplemental curriculum. Adaptations include strategies such as reading aloud the reading portion of a test, using spell/grammar check for language arts assessments, and substituting out-of-level testing. examples include fewer concepts to be mastered, different test questions, and material at a different reading level.~~

~~Whenever the IEP team determines that accommodations and/or adaptations are needed to ensure academic progress, these shall be indicated in the IEP. Any accommodations and/or adaptations required in physical education, vocational education, and state- or district-wide assessments shall be documented in the IEP.~~

~~3. Assistive Technology Devices and/or Services~~

~~The district shall ensure that assistive technology devices and/or services are made available to a~~

~~student, if required, as special education, related services, or supplementary aids and services. The following points are definitions and clarifications of terms:~~

~~a. "Assistive technology device" means any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability. The term does not include a device that is surgically implanted or the replacement of such device.~~

~~The district shall permit the student to use school-purchased assistive technology devices at home and in other settings if the IEP team determines that the student needs access to these devices in non-school settings to receive FAPE. An example of this would be to complete homework. The district may hold a parent/adult student liable for the replacement or repair of an assistive technology device that is purchased or otherwise procured by the district if it is lost, stolen, or damaged because of negligence or misuse at home or in another setting outside of school.~~

~~Assistive technology devices should be designed using "universal design" principles. The term "universal design" means a concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities. This includes products and services that are directly (without requiring assistive technologies) and products and services that are compatible with assistive technologies.~~

~~b. "Assistive technology service" means any service that directly assists a student with a disability in the selection, acquisition, or use of an assistive technology device. The term includes the following:~~

~~1) an evaluation of the student's assistive technology needs, including a functional assessment in the student's customary environment;~~

~~2) purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices;~~

~~3) selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;~~

~~4) coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;~~

~~5) training or technical assistance for a student with a disability or, if appropriate, that student's family; and~~

~~6) training or technical assistance for professionals, including individuals providing education or rehabilitation services, employers, or other individuals who provide services.~~

~~c. The district shall ensure that the hearing technology worn by students who are~~

deaf or hard-of-hearing in school are functioning properly. CFR 300.113

d. The district is responsible for appropriately monitoring and maintaining medical devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is at school or being transported to and from school. The district will ensure that the external components of surgically implanted medical devices are functioning properly, but is not responsible for the post-surgical maintenance, programming or replacement of the medical device that has been surgically implemented, or of an external component of the surgically implanted medical device.

4. Extended School Year Services

The district shall provide extended school year (ESY) services for students with disabilities who qualify for such services. The ESY programs for eligible students shall meet the requirements of FAPE. The student's educational program is based on individual needs and is not determined by what programs are readily available within the district. The student cannot be required to fail or to go for an entire school year without ESY services, simply to prove a need. The IEP team shall consider the following in the development and provision of an ESY program:

a. The term "extended school year services" means special education and/or related services that are provided beyond the regular school year:

1) to a student with a disability;

2) in accordance with the student's IEP; and

3) at no cost to the parent/adult student.

The goal of ESY services is to assist students with disabilities with the emergence and maintenance of specific IEP goals addressed during the school year preceding the ESY. These may include goals related to independence, behavior, socialization, communication, and academics. The ESY services for special education students provide a different focus from general summer school programs.

b. The ESY services shall be considered in light of the totality of the circumstances, including the following:

1) Emerging skill: Few, if any, gains are made during the regular school year. A skill is in the process of emerging, and the IEP team believes that with ESY services the student would make reasonable gains; or

2) Regression-recoupment: The student, will experience significant regression, and the amount of time required to relearn a skill or behavior becomes so significant that the student would be unable to benefit from his or her special education; or

3) Self-sufficiency: An interruption in services would threaten the acquisition of critical life skills that aid in the student's ability to function as independently as possible, thereby continuing the student's reliance on caretakers, including institutionalized care. Critical life skills relate to those skills that lead to independent functioning. Development of these skills can lead to reduced future dependency on caretakers and enhance the student's integration with individuals without disabilities. Skills may include toileting, feeding, mobility, communication, dressing, self-help, and social/emotional functioning.

c. Decisions concerning ESY services shall be based on student performance data and written documentation. Types of data and information may include, but are not limited to, those listed below.

1) Criterion-referenced test data: Consider daily/weekly probes or pre-test/post-test data.

2) Norm-referenced test data: Consider pre-test/post-test data.

3) Anecdotal records: Consider information collected throughout the school year.

4) Physical, mental, or emotional health factors: Consider the educational, medical, and psychological records of the student as well as the prognosis or judgments of educators, medical personnel, parents, and others who work with the student. Consider degenerative types of difficulties that may become intensified during breaks in educational programming.

5) History: Consider evidence of past regression or past ESY services. The IEP team should not automatically assume that a student who has received ESY services in the past will be eligible for ESY services in the future, but it is a factor to consider.

6) Data on observed performance: Consider data maintained on the student concerning performance observed in the classroom, during community-based activities, and as part of IEP progress monitoring.

7) Teacher interviews and recommendations: Consider progress reports by teachers, therapists, and others who have direct contact with the student before and after breaks in educational programming.

8) Parent/Adult student input: Consider parent observations of the student, as well as parent/adult student requests for ESY services.

d. The ESY services shall be clearly described in an IEP. The district can meet this requirement by amending the current IEP using an amendment form or by developing a complete ESY IEP. See Section 1C of this chapter for more

information.

e. The district may not limit ESY services to particular categories of disability or unilaterally limit the amount or duration of these services.

5. Transportation

Transportation is a related service intended for a student whose disability requires special arrangements benefit from special education. The student's individual needs concerning his or her education are the main considerations in determining services – this includes transportation services.

The IEP team shall consider how the student's disability affects his or her need for transportation, including determining whether the student's disability prevents the student from using the same transportation provided to students without disabilities, or from getting to school in the same manner as students without disabilities. This includes transporting a preschool-age student to the site at which the district provides special education and related services to the student, if that site is different from the site at which the student receives other preschool or day-care services.

When the IEP team determines that special transportation is required and documents it on the IEP, all procedural safeguards under the IDEA shall be afforded to the student in matters concerning transportation.

Transportation needs may include, but are not limited to, the following:

a. travel to and from school and between schools to access special education;

b. travel in and around school buildings;

c. specialized equipment including lifts and ramps, if required to provide special transportation; or

d. other services that support the student's use of transportation, such as:

1) special assistance (e.g., an aide on the bus and/or assistance getting on and off the bus);

2) safety restraints, wheelchair restraints, and/or child safety seats;

3) accommodations (e.g., preferential seating, a positive behavioral support plan for the student on the bus, and/or altering the bus route);

4) training for the bus driver regarding the student's disability or special health-related needs; or

5) attending non-academic and extracurricular activities, if required by the IEP.

6. Special Considerations

As appropriate, the IEP team shall also consider and include the issues listed below in the IEP.

a. If the student's behavior impedes his or her learning or that of others, the IEP team shall consider the use of positive behavioral interventions, supports and other strategies to address that behavior.

b. If the student has limited English proficiency, the IEP team shall consider the language needs of the student. A student's cognitive academic language proficiency (CALP) shall be determined using the State adopted English language proficiency assessment.

c. If the student is blind or visually impaired, the IEP team shall provide for instruction in Braille and the use of Braille unless the IEP team determines that Braille is not appropriate for the student. This determination can only be made after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille).

d. The communication needs of the student. In the case of the student who is deaf or hard of hearing, the IEP team shall consider the language needs of the student, opportunities for direct communication with peers and professional personnel in the student's language and communication mode, the student's academic level, and his or her full range of needs including opportunities for direct instruction in the student's language and communication mode.

G. Statewide and Districtwide Achievement Testing

Section 1111(b)(2) of the Every Student Succeeds Act (ESSA) requires includes requirements that all students participate in statewide assessments.

Students with disabilities shall participate in all state- and district-wide assessments. Participation rates and performance data, both aggregate and disaggregate, for students with disabilities are reported to the public annually.

The IEP team shall determine how the student will participate in state- and district- wide assessments: without accommodations, with supports and accommodations, or by means of the AA. The IEP team determines the supports and accommodations a student will use based on those that are used regularly by the student during instruction or classroom testing and on what is documented in the accommodations section of the IEP.

The following guidelines shall be used to determine how the student will participate in state- and district-wide assessments:

1. General Assessment without Accommodations

~~The IEP team determines and documents in the IEP that a student with a disability can adequately demonstrate his or her knowledge, abilities, or skills on state- and district-wide assessments without accommodations.~~

~~2. General Assessment with Supports and Accommodations~~

~~Appropriate supports and accommodations for students with disabilities shall be based on the individual needs of each student. Supports and accommodations decisions are made by the IEP team and shall be recorded in the IEP. Accommodations should facilitate an accurate demonstration of academic achievement, developmental, and functional performance on state- and district-wide assessments. They should not provide the student with an unfair advantage or change the underlying skills that are being measured by the test. Supports and accommodations shall be the same or nearly the same as those used by the student in completing classroom assignments and assessment activities. The supports and accommodations shall be necessary for enabling the student to demonstrate knowledge, ability, skill, or mastery of academic content. Accommodations *do not* invalidate test results.~~

~~Students taking state- and district-wide assessments with supports and/or accommodations shall be given opportunities to practice and become familiar with said supports and/or accommodations in the relevant test delivery system before they begin testing.~~

~~3. Alternate Assessments based on Alternate Academic Achievement Standards (AAs)~~

~~AAs are a statewide testing option intended only for those students with the most significant cognitive impairments, in lieu of the general education assessment, with or without supports and accommodations. Participation in AAs reflects the pervasive nature of a significant cognitive impairments and requires that a student meet all participation eligibility criteria. Students with the most significant cognitive impairments represent about 1% of the total student population.~~

~~The IEP team shall consider a student's participation in AAs on an annual basis using the participation criteria listed below. The IEP team shall document the student's testing status in the appropriate sections of the IEP.~~

~~a. A student must meet **all four** of the following participation criteria to qualify for the AA.~~
~~1) The student has a significant cognitive impairment.~~
~~2) The student is receiving academic instruction that is aligned with the Idaho Extended Content Standards.~~
~~a) The student's instruction and IEP goals/objectives/benchmarks address knowledge and skills that are appropriate and challenging for the student.~~
~~3) The student's course of study is primarily adaptive skills oriented typically not measured by state or district assessments.~~
~~a) Adaptive skills are essential to living independently and functioning safely in daily life, and include, but are not limited to motor skills, socialization, communication, personal care, self-direction, functional academics, and personal health and safety.~~

4) The student requires extensive, direct, individualized instruction and substantial supports to achieve measurable gains in the grade- and age-appropriate curriculum.
   a) The student consistently requires individualized instruction in core academic and adaptive skills at a substantially lower level relative to other peers with disabilities.
   b) It is extremely difficult for the student to acquire, maintain, generalize, and apply academic and adaptive skills in multiple settings, across all content areas, even with high-quality extensive/, intensive pervasive, frequent, and individualized instruction.
   c) The student requires pervasive supports, substantially adapted materials, and individualized methods of accessing information in alternative ways to acquire, maintain, generalize, demonstrate, and transfer skills across multiple settings.

b. Students shall not qualify to participate in Alternate Assessments based on Alternate Achievement Standards solely based on any of the following reasons:
   1) Having a disability
   2) Poor attendance or extended absences
   3) Native language/social, cultural or economic differences
   4) Expected poor performance or past basic/below basic performance on the regular education assessment
   5) Academic and other services student receives
   6) Educational environment or instructional setting
   7) Percent of time receiving special education services
   8) English Language Learner (ELL) status
   9) Low reading level/achievement level
   10) Anticipated disruptive behavior
   11) Impact of student scores on the accountability system
   12) Administrative decision
   13) Anticipated emotional distress
   14) Need for accommodations (e.g., assistive technology/AAC) to participate in the assessment

H. LRE Explanation and Placement Decisions

The IEP shall explain the extent, if any, to which the student will *not* participate in the general education classroom, the general education curriculum, and/or extracurricular or other nonacademic activities.

In recommending the appropriate placement in the least restrictive environment (LRE) for the student with a disability, the IEP team shall consider the student's unique circumstances and the continuum of services available to meet those unique circumstances. The parent/adult student shall be involved in the placement decision. Removal from the general education environment occurs only when the nature or severity of the disability is such that education in general classes with the use of supplementary aids and services cannot be achieved satisfactorily. A student with a disability is not to be removed from age-appropriate general education classrooms solely because of needed accommodations and adaptations in the general education curriculum. In addition, a student with a disability shall be educated with students without disabilities in the general education classroom to the maximum extent appropriate.

~~NOTE: The district's reassignment of students (with or without disabilities) to another classroom or building in the district is *not* a change of placement for a student with a disability, as long as the IEP goals remain unchanged and the degree of interaction with peers without disabilities remains the same. Examples include, but are not limited to, dividing a class because of overcrowding; moving an entire grade level to a different building; or going to a different school as a result of moving from one grade level to another grade level.~~

~~See Chapter 6 for more information on placement in the LRE~~

~~I. Consent for Initial Provision of Special Education and Related Services~~

~~The district shall make reasonable efforts to obtain informed consent from the parent/adult student before the initial provision of special education and related services for the student.~~

~~If the parent/adult student communicates in writing that he or she refuses special education and related services following the evaluation and eligibility determination, the district shall not provide special education and related services to the student. If the parent/adult student fails to respond to a district's documented efforts to gain consent for initial provision of special education and related services, the district shall not provide special education and related services to the student. In both cases:~~

1. ~~The district shall not be in violation of the requirement to provide FAPE to the student or the requirement to provide special education and related services;~~
2. ~~The district shall not be required to convene an IEP team meeting or develop an IEP for the student; and~~
3. ~~The district shall not use mediation and/or due process in order to obtain consent or a ruling allowing initial placement.~~

~~If the parent/adult student wishes to move forward with the provision of services stated on the IEP and placement in special education, consent for initial placement in special education shall be obtained after the development of an IEP. Consent means that the parent/adult student understands and agrees in writing to the carrying out of the activity for which consent is sought.~~

~~J. Parent/Adult Student Objection to the IEP~~

~~If the parent/adult student disagrees with an IEP team's proposed IEP for the student, the parent or adult student may file a written objection to all or parts of the proposed IEP. If the parent/adult student files a written objection that is emailed, postmarked or hand delivered within ten (10) days of the date he or she receives written notice from the district of the proposed IEP, the changes to which the parent/adult student objects cannot be implemented for fifteen (15) calendar days, or as extended through mutual agreement by the district and the parent or adult student, while parties work to resolve the dispute. If the changes have already been implemented, implementation of those changes shall cease. The district and parent/adult student may use methods such as additional IEP team meetings, IEP facilitation, or SDE mediation to resolve the disagreement. If these attempts to resolve the dispute fail or are refused, the proposed IEP shall~~

be implemented after fifteen (15) calendar days unless a due process hearing is filed to obtain a hearing officer's decision regarding the proposed IEP, unless it is an initial IEP. The written objection cannot be used to prevent the district from placing a student in an interim alternative educational setting (IAES) in accordance with the IDEA procedures for discipline of a student, or to challenge an eligibility/identification determination.

If the parent/adult student files a written objection to an IEP change or placement change proposed by the district any time *after* ten (10) calendar days of receiving written notice, the student shall remain in the placement described in the disputed IEP, and that IEP is implemented as written until the disagreement is resolved unless the parent/adult student and the district agree otherwise.

See Chapter 11 for information about the prior written notice requirements regarding the provision of FAPE and educational placement.

See Chapter 13 for more information about the various forms of dispute resolution including facilitation and mediation.

K. Additional Transition Components for Secondary-Level IEPs

Secondary transition services are defined as a coordinated set of activities for a student with a disability that are designed within a results-oriented process focused on improving the academic and functional achievement of the student to facilitate movement from school to post school activities including postsecondary education, vocational education, integrated employment (including supported employment), continuing in adult education, adult services, independent living, or community participation. The activities include instruction, community experiences, development of employment and other post school adult living objectives and, if appropriate, acquisition of daily living skills and a functional vocational evaluation. These activities are based on the individual student's needs, taking into account the student's strengths, preferences, and interests. The following are required components for all secondary students receiving special education services.

1. Beginning with the IEP to be in effect when a student is sixteen (16) years old (or younger if determined appropriate by the IEP team), the IEP shall include:
    a. present levels of academic and/or functional performance and a functional vocational evaluation where appropriate;
    b. appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills;
    c. transition services, including a course of study, that will reasonably enable the student in reaching postsecondary goals identified on the IEP which may include postsecondary education and training, employment and career counseling, community participation, independent living or adult services;
    d. evidence that the student was invited to the IEP team meeting where transition services are to be discussed; if the student does not attend the IEP team meeting, the IEP team must take other steps to ensure the student's preferences and

~~interests are considered;~~

~~e. evidence that a representatives of any participating agency was invited to the IEP team meeting with a prior consent of the parent or student who has reached age of majority; and~~

~~f. the graduation requirements for the student receiving special education services. Refer to Chapter 7 for more detailed information on documentation of high school graduation in the IEP.~~

~~The postsecondary goals and transition services shall be updated on the IEP annually.~~

~~2. Not later than the student's seventeenth (17th) birthday, the IEP shall include a statement that the student and parent has been informed whether or not special education rights will transfer to the student on his or her eighteenth (18th) birthday. Special education rights will transfer from the parent to the student when the student turns eighteen (18) years old unless the IEP team determines that:~~

~~a. the student is unable to provide informed consent with respect to his or her special education program; or~~

~~b. the parent has obtained legal guardianship.~~

~~(For more information on the transfer of rights, see Chapter 11)~~

~~3. When a student exits from special education as a result of complying with the Idaho Content Standards and such applicable district graduation requirements or aging out, the district shall provide the student with a summary of his or her academic achievement and performance along with recommendations concerning how to assist the student in meeting postsecondary goals.~~

~~L. Following the Meeting~~

~~Following the IEP team meeting, a copy of the IEP and written notice of proposed or refused actions shall be given to the parent/adult student. IEPs and written notice should also be given to the parent/adult student whenever a change is made to the IEP or upon request.~~

~~Each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for implementing any portion of the IEP shall have access to the IEP and be informed of his or her specific responsibilities. This includes being informed of any specific accommodations, adaptations, or supports that shall be provided to the student to ensure that the IEP is implemented appropriately.~~

Section 2. IEP Development

The IDEA clearly defines the required components of an IEP and the Idaho IEP form is designed to include only those IDEA required components. Therefore, no additional information may be required in a student's IEP beyond what is explicitly required by the IDEA, nor can information be required under one component of a student's IEP that is already contained under another component of the student's IEP.

NOTE: IEP team meeting notes are not part of the official IEP document and are not required. However, teams are strongly encouraged to take meeting notes.

A. General Demographic Information for All IEPs

All IEPs shall include, at a minimum, the date of the IEP team meeting and the following general demographic components: the student's name as it appears in school records, native language, student ethnicity, student sex, birth date, and State identification number, names of parents, address, phone number, school, and grade.

B. Documentation of Participants

The LEA shall ensure the attendance and participation of the IEP team members at the IEP team meeting. Documentation of attendance can be accomplished by listing team member roles on the IEP and checking their attendance status. Prior to the beginning of the meeting, an excusal form identifying any required LEA members not present at the IEP team meeting, with the parent/adult student's written consent, shall be obtained. In the event the parent does not agree to excuse the required team member, the meeting shall be rescheduled at a time when the LEA member(s) can be present.

The attendance list on the IEP Team Information page indicates attendance at the meeting and is not a reflection of agreement or disagreement with the IEP. As with any team member, the parent's/adult student's inclusion on the list does not indicate agreement or disagreement with the IEP contents. If the parent/adult student disagrees with all or part of the IEP, the LEA should remind the parent/adult student that he or she may file a written objection. Any participant at the IEP team meeting may file a minority report if he or she disagrees with a program decision. A minority report shall not prevent the implementation of an IEP team decision.

See Section 2P of this chapter for additional information on parent/adult student objections.

C. Present Levels of Academic Achievement and Functional Performance (PLAAFP)

The IEP identifies present levels of academic achievement and functional performance (PLAAFP) and measurable goals that enable the IEP team to report on the student's progress towards goals and the effectiveness of the services being provided for each skill area identified as an area of need by the IEP team. A PLAAFP statement must be included addressing each skill area identified by the IEP team and shall be written in objective, measurable terms using easy-to-understand, non-technical language.

Each PLAAFP shall include:

1. a description of the student's strengths in the skill area;

2. parent concerns for enhancing student performance in the skill area;

3. a disability impact statement indicating how the student's disability impacts involvement in and ability to make progress toward grade-level, Idaho Content Standards in the general education curriculum (i.e., the same curriculum used by students without disabilities);

4. a student need statement identifying the skill(s) the student needs to learn that will guide the develop of the annual goal; and

5. baseline data indicating the student's current performance on the skill that will be targeted in the annual goal referencing the same condition, target skill, and evaluation procedure that will be described in the annual goal.

The PLAAFP statements guide the development of the other components of the IEP, including special education services, annual goals, and objectives and benchmarks for students who participate in an alternate assessment based on alternate academic achievement standards. These components shall show a direct relationship to the content of present levels of academic achievement and functional performance;

Note: For preschool students, the PLAAFP should describe how the disability affects the student's performance and/or participation in age-appropriate activities according to the Idaho Early Learning Guidelines (eGuidelines).

See Section 2L of this chapter for more information about Early Childhood IEPs.

D. Annual Goals, Objectives, and Benchmarks

Annual IEP goals shall be appropriately challenging and reflect the needs described in the PLAAFP statement. Measurable academic achievement, developmental, behavioral, and functional annual goals are designed to meet the student's unique needs that result from the student's disability, to enable the student to be involved in and make progress toward grade-level, Idaho Content Standards in the general education curriculum, and to meet each of the student's educational needs that result from the student's disability.

The statements below shall be true of each annual goal included in the student's IEP.

1. Goals are written, measurable statements, aligned with baseline data, describing what a student is reasonably expected to accomplish within the time period covered by the IEP, generally one year.

2. Goals are written to enable the student to be involved in and make progress in the general education curriculum and to meet other educational needs that result from the disability.

3. Goals shall be appropriately challenging given the circumstances of the student.

4. Each goal shall reference and be aligned to the Idaho Content Standards, Workplace Skills for Career Readiness Standards, or eGuidelines, as applicable.

5. Each goal shall include:

   a. Condition—the conditions under which the student will be expected to demonstrate the target skill;

   b. Target skill—the specific skill or behavior that will be targeted for instruction;

   c. Performance criteria—the measurable frequency, rate, or accuracy of the occurrence or demonstration of the target skill;

   d. Evaluation procedure—the procedure that will be used to measure the progress of the student toward achieving the goal, including how progress will be monitored; and

   e. Schedule—the description of how and when data outlined in the evaluation procedure will be gathered.

6. Goals should include the consideration of any Assistive Technology (AT) or Accessible Educational Materials (AEM) needs for the student;

7. Goals with objectives and benchmarks are required for students taking an alternate assessment based on alternate academic achievement standards. Objectives and benchmarks shall align with the PLAAFP and the annual goals, as a progression toward meeting the annual goals.

E. Monitoring and Reporting Progress Toward Goals

The IEP shall include information describing:

1. How the student's progress toward IEP goals will be measured and the progress monitoring schedule, to be described in the evaluation procedure and schedule connected to each IEP goal; and

2. How and when the parent/adult student will be informed of the student's progress toward the annual goals.

At minimum, periodic written progress statements related to progress toward annual goals shall be reported concurrent with the issuance of report cards.

F. Special Education and Related Services

Once the IEP team has reviewed the student's PLAAFP and established goals in each skill area of need, the team shall determine which special education and related services are needed to ensure the student's progress toward meeting goals.

1. **Special Education Services** include specially designed instruction the team has identified to meet the student's unique needs. These are the services that will support the student's growth on annual goals and help them move closer to grade level.

2. **Related Services** include any additional services that help the student with a disability to benefit from special education. Examples of related services include but are not limited to Occupational Therapy, Special Transportation, Orientation and Mobility Services, Nursing Services, Counseling Services, and more.

Related Services

"Related services" means transportation and such developmental, corrective, and other supportive services required to assist a student with a disability to benefit from special education as described in the IEP. These services include, but are not limited to, those listed and defined below.

1. **Audiology**
   Audiology services include identification of students with hearing loss, determination of the range, nature, and degree of hearing loss, provision of habilitative activities, creation and administration of programs for prevention of hearing loss, counseling and guidance to students, parents and teachers regarding hearing loss, and the determination of student need for group and individual amplification, selecting and fitting an appropriate aid, and evaluating effectiveness of amplification.

2. **Counseling services**
   Counseling services include services provided by qualified social workers, psychologists, guidance counselors, and other qualified personnel, including personnel qualified to provide services exclusively in a school setting.

3. **Interpreter services**
   Interpreter services for students who are deaf or hard of hearing include oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services. Students who are deaf-blind may require special interpreting services.

4. **Language therapy**
   Language therapy services include identification of students with language impairments, diagnosis and appraisal of specific language impairments, referral for professional habilitation of language impairments when necessary, and provision of language services for the habilitation or prevention of communicative impairments.

5. **Occupational therapy**
   Occupational therapy services mean services provided by a qualified occupational therapist for improving, developing, or restoring functions impaired or lost through

illness, injury, or deprivation, improving ability to perform tasks for independent functioning if functions are impaired or lost, and/or preventing, through early intervention, initial or further impairment or loss of function.

6. **Orientation and mobility services**
   Orientation and mobility services include services provided to blind or visually impaired students by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school, home, and community. These services may also include teaching spatial and environmental concepts and use of information received by the senses to establish, maintain, or regain orientation and line of travel, teaching the use of the long cane or a service animal, and teaching the use of remaining vision and distance low vision aids, and other concepts, techniques, and tools.
7. **Parent counseling and training**
   Parent counseling and training includes helping a parent understand child development and the special needs of the student and acquire skills to support the implementation of the student's IEP.
8. **Physical therapy**
   Physical therapy services mean services provided by a qualified physical therapist for improving gross motor skills, including treatment to increase muscle strength, mobility, endurance, physical movement, and range of motion; improve posture, gait, and body awareness; and monitor function, fit, and proper use of mobility aids and devices.
9. **Psychological services**
   Psychological services include administering and interpreting assessments related to the student's educational performance and conditions related to learning, consulting with other staff members in planning school programs to meet the student's special educational needs, planning and managing a program of psychological services, including psychological counseling for students and parents, and assisting in developing positive behavioral intervention strategies.
10. **Recreation, including therapeutic recreation**
    Recreation services include assessment of leisure function, therapeutic recreation services, recreation programs in schools and community agencies, and leisure education.
11. **Rehabilitation counseling services**
    Rehabilitation counseling services means services provided by qualified personnel in individual or group sessions that focus specifically on career development, employment, preparation, achieving independence, and integration in the workplace and community of a student with a disability. This also includes vocational rehabilitation services provided through vocational rehabilitation programs.
12. **School health and school nurse services**
    School health services are services that may be provided by either a qualified school nurse or other qualified person. School nurse services are services provided by a qualified school nurse.
13. **Social work services in school**
    Social work services in school include preparing a social or developmental history on a student with a disability, group and individual counseling with the student and family,

working in partnership with parents and others on those problems in the student's living situation that affect the student's adjustment in school, mobilizing school and community resources to enable the student to learn as effectively as possible in his or her educational program, and assisting in developing positive behavioral intervention strategies.

14. **Speech therapy**
    Speech therapy services include identification of students with speech impairments, diagnosis and appraisal of specific speech impairments, referral for professional habilitation of speech impairments when necessary, and provision of speech services for the habilitation or prevention of communicative impairments.

15. **Supports for school staff**
    Supports for school staff include training, equipment, assistive technology, or other supports required to ensure staff have the skills and tools needed to address the needs of a student with a disability.

The above list of related services is not exhaustive and may include other developmental, corrective, or supportive services, transition services or assistive technology.

Related services are the responsibility of the LEA only if the IEP team determines they are required to assist the student to benefit from special education. Although related services may be of benefit to any student, not all related services may be required for each individual student. Determinations as to the provision of related services must be based on individual student need. A student is not entitled to related services if he or she is not eligible for special education or the parent/adult student does not consent to initial provision of special education services.

EXCEPTION: The IDEA lists some exceptions to related services as they relate to surgically implanted medical devices. See Legal Citations for more information.

Documentation of Special Education and Related Services in the IEP
Each student's IEP shall describe the specific special education and related services and supplementary aids and services based on peer-reviewed research to the extent practicable that will be provided to or on behalf of the student to meet the student's unique needs.

1. The description of special education and related services in the IEP shall include:

    a. the specific special education or related service to be provided to meet the unique needs of the student, allowing the student to:

        1) advance appropriately toward attaining the annual goal(s);

        2) be involved and make progress toward the Idaho Content Standards in the general education curriculum;

        3) participate in extracurricular and other nonacademic activities; and

        4) be educated and participate with students without disabilities to the maximum extent appropriate.

b. The title of the professional staff responsible for ensuring the provision of the service ("professional staff" means the individual who holds certification from the Idaho Department of Education and/or professional licensure);

c. the frequency and duration of the provision of the special education or related service (i.e., minutes per week, per day, or per month);

d. the location of the services (i.e., special education environment or general education environment); and

e. the start and end date of the special education or related service.

2. The description of services in the IEP shall:

a. Identify the program accommodations and supplementary aids and services to be provided to the student in the areas of need.

b. List the specific services that will meet the unique needs of the student, allowing the student to advance appropriately toward attaining the annual goals, and:

1) be involved in and make progress in the general education curriculum;

2) participate in extracurricular and other nonacademic activities; and

3) be educated and participate with other students with disabilities and with students without disabilities to the maximum extent appropriate.

Based on the unique needs of each student, the IEP team shall consider any services that may be appropriate for the student and shall document such services on the IEP accordingly. The student's annual goals and the services needed to address those goals will guide the team in the discussion about Least Restrictive Environment (LRE) for the student.

See Section 2H of this chapter and Chapter 6 for more information about LRE.

Note: The IEP should show a clear connection between the student's goals, the services provided, and all other IEP components.

Note: Nonacademic and extracurricular services and activities may include, but are not limited to, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the LEA, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the LEA and assistance in making outside employment available.

G. Supplementary Aids and Services

Supplementary aids and services are aids, services, and other supports that are provided in general education classes, other education-related settings, and extracurricular and nonacademic settings to enable students with disabilities to be educated with students without disabilities to the maximum extent appropriate in accordance with LRE requirements.

The determination of which supplementary aids and services are appropriate for a particular student shall be made on an individual basis. Supplementary aids and services may include the following: assistance of an itinerant special education teacher, related service provider, or paraprofessional; support or training for the general educator; use of resource services; provision of note takers; supports for extracurricular or other nonacademic activities; and supports for participation in state- or district-wide assessments.

The LEA shall ensure that each student with a disability has the supplementary aids and services determined by the student's IEP team to be appropriate and necessary for the student to participate in nonacademic settings. Supplementary aids and services deemed appropriate by the IEP team shall be provided whether or not the LEA currently has these services in place.

H. Least Restrictive Environment (LRE) and Placement Decisions

Each student with a disability shall be educated with age-appropriate students without disabilities in the general education classroom to the maximum extent appropriate.

The IEP shall explain the extent, if any, to which the student will *not* participate in the general education classroom, the general education curriculum, and/or extracurricular or other nonacademic activities.

In recommending the appropriate placement in the least restrictive environment (LRE) for the student with a disability, the IEP team shall consider the student's annual goals, the services needed to meet those goals, the unique circumstances of the student, and the continuum of services available to meet the student's needs. The parent/adult student shall be involved in the placement decision as an active IEP team member.

Removal from the general education environment shall occur only when the nature or severity of the disability is such that education in general classes with the use of supplementary aids and services cannot be achieved satisfactorily. A student with a disability is not to be removed from age-appropriate general education classrooms solely because of needed accommodations and adaptations in the general education curriculum. Participation in general education curriculum and instruction assumes that the student is participating with same-aged peers.

NOTE: The LEA's reassignment of students (with or without disabilities) to another classroom or building in the LEA is *not* a change of placement for a student with a disability, as long as the IEP goals remain unchanged and the degree of interaction with peers without disabilities remains the same. Examples include, but are not limited to, dividing a class because of overcrowding; moving an entire grade level to a different building; or going to a different school as a result of moving from one grade level to another grade level.

See Chapter 6 for more information on placement decisions in the LRE.

I. Special Considerations

In considering the unique circumstances of the student, the IEP team shall determine whether the student requires other services or supports to make progress toward IEP goals and the Idaho Content Standards in the general education curriculum. As appropriate, the IEP team shall consider the following in the development of the IEP:

3. **Transportation**

Transportation is a related service provided to a student whose disability requires special arrangements to assist the student in benefiting from special education. The student's individual needs concerning his or her education are the main considerations in determining services—this includes transportation services.

The IEP team shall consider how the student's disability affects his or her need for transportation, including determining whether the student's disability prevents the student from using the same transportation provided to students without disabilities, or from getting to school in the same manner as students without disabilities. This includes transporting a preschool-age student to the site at which the LEA provides special education and related services to the student, if that site is different from the site at which the student receives other preschool or day-care services.

When the IEP team determines that special transportation is required and documents it on the IEP, all procedural safeguards under the IDEA shall be afforded to the student in matters concerning transportation.

Transportation needs may include, but are not limited to, the following:

a. travel to and from school and between schools to access special education;

b. travel in and around school buildings;

c. equipment including lifts and ramps, if required to provide special transportation; or

d. other services that support the student's use of transportation, such as:

1) special assistance (e.g., an aide on the bus and/or assistance getting on and off the bus);

2) safety restraints, wheelchair restraints, and/or child safety seats;

3) accommodations (e.g., preferential seating, a positive behavioral support plan for the student on the bus, and/or altering the bus route);

4) training for the bus driver regarding the student's disability or special health-related needs; or

5) attending non-academic and extracurricular activities, if required by the IEP.

When considering transportation as a related service, the IEP team should document whether:

a. The student has no need for transportation as a related service; they may use regular busing WITHOUT individualized supports;

b. The student will ride the regular bus WITH supports (describe specific supports);

c. The student will ride the special education bus (describe specific supports); or

d. The student requires another type of transportation as a related service (describe special transportation).

When a student's IEP team determines that transportation is required for the student to benefit from their special education program, the LEA is responsible for providing transportation as a related service at no cost to the parent/adult student. If the LEA provides an appropriate transportation option and the parent/adult student voluntarily chooses to provide transportation instead, this decision must be documented in the IEP. The IEP should clearly indicate the student's need for special transportation, the parent's decision to transport, and that the LEA remains responsible for providing transportation should the parent/adult student become unable or unwilling to continue. If the parent/adult student agrees to transport and requests reimbursement, the LEA is responsible for reimbursing mileage or other agreed-upon costs. The LEA cannot deny transportation solely because a parent is willing to transport.

2. **Extended School Year (ESY) Services**
The LEA shall provide extended school year (ESY) services for students with disabilities who qualify for such services, as determined by each student's IEP team. The ESY programs for eligible students shall meet the requirements of FAPE. The student's educational program is based on individual needs and is not determined by what programs are readily available within the LEA. The student cannot be required to fail or to go for an entire school year without ESY services, simply to prove a need. The IEP team shall consider the following in the development and provision of an ESY program:

a. The term "extended school year services" means special education and/or related services that are provided beyond the regular school year:

1) to a student with a disability;

2) in accordance with the student's IEP; and

3) at no cost to the parent/adult student.

b. The ESY services shall be considered in light of the totality of the circumstances, including the following:

1) **Emerging skill:** Few, if any, gains are made during the regular school year. A skill is in the process of emerging, and the IEP team believes that with ESY services the student would make reasonable gains;

2) **Regression-recoupment:** The student, in the absence of an educational program, will experience significant regression, and the amount of time required to relearn a skill or behavior becomes so significant that the student would be unable to benefit from his or her special education; or

3) **Self-sufficiency**: An interruption in services would threaten the acquisition of critical life skills that aid in the student's ability to function as independently as possible, thereby continuing the student's reliance on caretakers, including institutionalized care. Critical life skills relate to those skills that lead to independent functioning. Development of these skills can lead to reduced future dependency on caretakers and enhance the student's integration with individuals without disabilities. Skills may include toileting, feeding, mobility, communication, dressing, self-help, and social/emotional functioning.

c. Decisions concerning ESY services shall be based on student performance data and written documentation. Types of data and information may include, but are not limited to, those listed below:

1) Criterion-referenced test data: Consider daily/weekly probes or pre-test/post-test data.

2) Norm-referenced test data: Consider pre-test/post-test data.

3) Anecdotal records: Consider information collected throughout the school year.

4) Physical, mental, or emotional health factors: Consider the student's educational, medical, and psychological records as well as the prognosis or judgements of educators, medical personnel, parents, and others who work with the student. Consider degenerative types of difficulties that may become intensified during breaks in educational programming.

5) History: Consider evidence of past regression or past ESY services. The IEP team should not automatically assume that a student who has received ESY services in the past will be eligible for ESY services in the future, but it is a factor to consider.

6) Data on observed performance: Consider data collected regarding the student's performance observed in the classroom, during community-based activities, and as part of IEP progress monitoring.

7) Teacher interviews and recommendations: Consider progress reports by teachers, therapists, and others who have direct contact with the student before and after breaks in educational programming.

8) Parent/Adult student input: Consider parent observations of the student, as well as parent/adult student requests for ESY services.

d. The ESY services shall be clearly described in the IEP.

e. The goal of ESY services is to assist students with disabilities with the emergence and maintenance of specific IEP goals addressed during the school year preceding the ESY. These may include goals related to independence, behavior, socialization, communication, and academics. The ESY services for special education students provide a different focus from general summer school programs.

3. **Behavior**
If the student's behavior impedes his or her learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports and other strategies to address that behavior, including a formal Behavior Intervention Plan (BIP), if needed.

4. **Limited English Proficiency**
If the student has limited English proficiency, the IEP team shall consider the language needs of the student.

5. **Blind or Low Vision**
If the student is blind or has low vision, the IEP team shall provide for instruction in Braille and the use of Braille unless the IEP team determines that Braille is not appropriate for the student. This determination can only be made after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student's future needs for instruction in Braille or the use of Braille).

6. **Deaf or Hard of Hearing**
The IEP team must consider the specific type and degree of hearing loss, as well as the technology a student uses, to support their communication and learning needs effectively.

Schools are required to perform routine checks of hearing aids and external components of surgically implanted medical devices, such as cochlear implants and bone-anchored hearing aids, to ensure these hearing assistive technology devices are functioning properly.

7. **Communication Needs**
The IEP team shall consider the communication needs of the student, including students with communication disorders, students requiring augmentative and alternative communication (AAC), and students requiring interpretation services. The IEP team shall consider the language and communication needs of the student, opportunities for direct communication with peers and professional personnel in the student's language and communication mode, the student's academic level, and his or her full range of needs including opportunities for direct instruction in the student's language and communication mode.

8. **Health Care Needs**
The IEP team shall consider the student's health care needs. When applicable, these needs should be documented and addressed in the IEP. This may mean inclusion in

goals, services, accommodations, or other components of the IEP, or the inclusion of a formal Health Care Plan.

J. Accommodations, Adaptations, and Assistive Technology

Accommodations and adaptations include any changes that allow students with disabilities the same opportunity as students without disabilities to participate in and benefit from the educational program, activities, and services of the LEA.

Modifications include accommodations and adaptations. Idaho uses the terms accommodations and adaptations to describe two separate instructional and assessment practices.

1. **Accommodations:** Accommodations are changes in the curriculum, instruction, or testing format or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities. Accommodations are generally considered to include assistive technology, as well as changes in presentation, response, timing, scheduling, and settings that do not fundamentally alter the grade-level standard requirements.

   Examples include Braille editions, large print, pencil grips, audio recording, note takers, and computers with spell check. Accommodations do not include changes that invalidate assessment results and must not fundamentally alter the grade level requirements of the Idaho Content Standards.

2. **Adaptations:** Adaptations are changes to curriculum, instruction, or assessments that fundamentally alter the grade level requirements of the Idaho Content Standards but enable a student with a disability that significantly impacts performance an opportunity to participate. Adaptations include strategies such as reading the reading portion of a test, using spelling/grammar check for language arts assessments, and substituting out-of-level testing. Other examples include fewer concepts to be mastered, different test questions, and material at a different reading level. Adaptations invalidate assessment results and provide non-comparable results.

3. **Assistive Technology:** The LEA shall ensure that assistive technology devices and/or services are made available to a student, if required, as special education, related services, or supplementary aids and services.

   a. "Assistive technology device" means any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a student with a disability. The term does not include a device that is surgically implanted or the replacement of such a device.

      1) The LEA shall permit the student to use school-purchased assistive technology devices at home and in other settings if the IEP team determines that the student needs access to these devices in non-school settings to receive FAPE. An example of this would be to complete homework. The LEA may

hold a parent/adult student responsible for the replacement or repair of an assistive technology device that is purchased or otherwise procured by the LEA if it is lost, stolen, or damaged because of negligence or misuse at home or in another setting outside of school.

b. "Assistive technology service" means any service that directly assists a student with a disability in the selection, acquisition, or use of an assistive technology device. The term includes the following:

1) an evaluation of the student's assistive technology needs, including a functional assessment in the student's customary environment;

2) purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices;

3) selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;

4) coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;

5) training or technical assistance for a student with a disability or, if appropriate, that student's family; and

6) training or technical assistance for professionals, including individuals providing education or rehabilitation services, employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of a student with a disability.

c. The LEA shall ensure that the hearing technology worn by students who are deaf or hard-of-hearing in school is functioning properly.

See Legal Citations for IDEA reference.

d. The LEA is responsible for appropriately monitoring and maintaining medical devices appropriately monitoring and checking surgically implanted devices to make sure the devices are functioning properly, if the team has determined that those services are necessary. This responsibility applies to devices that are needed to maintain the health and safety of the student, including breathing, nutrition, or operation of other bodily functions, while the student is at school or being transported to and from school. The L will ensure that the external components of surgically implanted medical devices are functioning properly, but is not responsible for the post-surgical maintenance, programming or replacement of the medical device that has been surgically implemented, or of an external component of the surgically

implanted medical device. IDEA lists some responsibilities related to surgically implanted medical devices.

See Legal Citations for more information.

K. Statewide and Districtwide Achievement Testing

Students with disabilities shall participate in all state- and district-wide assessments. Participation rates and performance data, both aggregate and disaggregate, for students with disabilities, are reported to the public annually.

The IEP team shall determine how the student will participate in state- and district- wide assessments: without accommodations, with supports and accommodations, or by means of an alternate assessment based on alternate academic achievement standards. The IEP team determines the supports and accommodations a student will use based on those that are used regularly by the student during instruction or classroom testing and on what is documented in the accommodations section of the IEP.

The following guidelines shall be used to determine how the student will participate in state- and district-wide assessments:

1. General Assessment without Accommodations

   The IEP team determines and documents in the IEP that a student with a disability can adequately demonstrate his or her knowledge, abilities, or skills on state- and district-wide assessments without accommodations.

2. General Assessment with Supports and Accommodations

   Appropriate supports and accommodations for students with disabilities shall be based on the individual needs of each student. Supports and accommodations decisions are made by the IEP team and shall be recorded in the IEP. Accommodations should facilitate an accurate demonstration of academic achievement, developmental, and functional performance on state- and district-wide assessments. They should not provide the student with an unfair advantage or change the underlying skills that are being measured by the test. Supports and accommodations shall be the same or nearly the same as those used by the student in completing classroom assignments and assessment activities. The supports and accommodations shall be necessary for enabling the student to demonstrate knowledge, ability, skill, or mastery of academic content.

   Accommodations *must not* invalidate test results. The LEA must follow state-wide guidelines and establish district-wide guidelines. The LEA's guidelines must:

   a. Identify only those accommodations for each assessment that do not invalidate the score; and

   b. Instruct IEP teams to select, for each assessment, only those accommodations that

do not invalidate the score.

Students taking state- and district-wide assessments with supports and/or accommodations shall be given opportunities to practice and become familiar with said supports and/or accommodations in the relevant test delivery system before they begin testing.

1. Alternate Assessments based on Alternate Academic Achievement Standards. Alternate assessments are statewide testing options intended only for those students with the most significant cognitive disabilities, in lieu of the general education assessment, with or without supports and accommodations. Participation in alternate assessments reflects the pervasive nature of significant cognitive disabilities and requires that a student meet all participation eligibility criteria. Students with the most significant cognitive disabilities represent about 1% of the total student population. The IEP team shall consider a student's participation in alternate assessments on an annual basis using the participation criteria listed below. The IEP team shall document the student's testing status in the appropriate sections of the IEP.

    a. A student must meet **all four** of the following participation criteria to qualify for an alternate assessment.

        1) The student has a significant cognitive disability.

            i. Definition of significant cognitive disability: A designation given to a small number of students with disabilities for the purposes of their participation in alternate assessments. Having a significant cognitive disability is not solely determined by an IQ test score nor based on a specific disability category, but rather a complete understanding of the complex needs of a student. Students with significant cognitive disabilities have a disability or multiple disabilities that significantly impact their adaptive skills and intellectual functioning. These students have global adaptive skills significantly below average and intellectual functioning well below average (typically associated with an IQ below 55). Severe and global adaptive deficits are at least two (2) standard deviations below the mean as measured by a norm-referenced assessment of adaptive skills using the global adaptive score.

                a. This reference to an IQ typically below 55 is not intended to be a hard cut score, but to provide IEP teams with guidance.

                b. In circumstances when an IQ score cannot be obtained, the IEP team may use a preponderance of evidence to determine if a student has a significant cognitive disability. If, due to the severity and complexity of a student's disability, an IQ score cannot be obtained, the school

psychologist may determine the presence of a significant cognitive disability using a preponderance of evidence, which must include:

1. an explanation why an IQ score cannot be obtained;

2. evidence supporting the presence of a significant cognitive disability; and

3. scores indicating severe and global adaptive deficits at least two (2) standard deviations below the mean as measured by a norm-referenced assessment of adaptive skills using the global adaptive score.

c. This provision is not to be used for students who are unable or unwilling to participate in an assessment solely due to behavior.

2) The student is receiving functional academic instruction at a level that is not typically measured by the Idaho Content Standards.

i. The student's instruction and IEP goals/objectives/benchmarks address knowledge and skills that are appropriate and challenging for the student.

3) The student's course of study is primarily focused on adaptive skills typically not measured by grade-level state or district assessments.

i. Adaptive skills are essential to living independently and functioning safely in daily life, and include, but are not limited to motor skills, socialization, communication, personal care, self-direction, functional academics, and personal health and safety.

4) The student requires extensive, direct, individualized instruction and substantial supports to achieve measurable gains in the grade- and age-appropriate curriculum.

i. The student consistently requires individualized instruction in core academic and adaptive skills at a substantially lower level relative to other peers with disabilities.

ii. It is extremely difficult for the student to acquire, maintain, generalize, and apply academic and adaptive skills in multiple settings, across all content areas, even with high-quality, extensive, intensive, pervasive, frequent, and individualized instruction.

iii. The student requires pervasive supports, substantially adapted materials, and individualized methods of accessing information in alternative ways to acquire, maintain, generalize, demonstrate, and transfer skills across multiple settings.

b. Students shall not qualify to participate in an alternate assessment solely based on any of the following reasons:

1) Having a disability;

2) Poor attendance or extended absences;

3) Primary language, or social, cultural or economic differences;

4) Expected poor performance or past basic/below basic performance on the regular education assessment;

5) Academic and other services the student receives;

6) Educational environment or instructional setting;

7) Percent of time receiving special education services;

8) English Learner (EL) status;

9) Low reading level and/or low achievement level;

10) Anticipated disruptive behavior;

11) Impact of student scores on the accountability system;

12) Administrative decision;

13) Anticipated emotional distress; and/or

14) Need for accommodations (e.g., assistive technology/AAC) to participate in the assessment.

L. IEPs for Children in Early Childhood Programs

Beginning at age three (3) until eligible to enroll in kindergarten, students with disabilities are served through Early Childhood (EC) programs in schools and within the community. In Idaho, kindergarten eligibility begins when the student turns five (5) years old on or before September 1st of the school year. All requirements of IDEA and this manual apply to EC IEPs; however, EC IEPs have additional requirements as outlined in this section.

Early Childhood Outcomes (ECO)

To ensure that students receive high quality education and services in EC Programs, IEP teams assess and report on three Early Childhood Outcomes (ECO) at entry into the EC program and prior to exit from the program. These ECOs include:

1. ECO 1: Positive Social-Emotional Skills, including Social Relationships;

2. ECO 2: Acquiring and Using Knowledge/Skills, including Communication and Early

    1) Literacy; and

3. ECO 3: Taking Appropriate Action to Meet Needs.

Each IEP goal and service shall relate to one or more of these outcomes, based on the guidelines in this section.

1. **Obtaining ECO Ratings**

    a. Department-Approved Anchor Assessment: The IEP team shall use a Department-approved anchor assessment to establish an ECO rating at entry to and exit from an EC program if the student will be in the EC program for longer than six months.

    b. ECO Entry Rating: An ECO entry rating for each outcome area shall be reported on the initial IEP for each student entering an EC program. The IEP team must use a Department-approved anchor assessment to establish the ECO entry rating. If the student will be in the program for less than six (6) months, an entry rating is not required.

    c. ECO Exit Rating: An ECO rating for each outcome area shall be reported prior to exit from the EC program. The IEP team must use a Department-approved anchor assessment to establish the ECO exit rating. If the student has been in the program for less than six (6) months, an exit rating is not required.

    d. Early Childhood Outcome (ECO) Ratings: ECO ratings should be reported annually with the annual IEP review. ECO ratings indicate the student's performance in each of the outcome areas and rate skills from 1 to 7 based on skill development as foundational, immediate foundational, or age-appropriate. The student's IEP team shall reference Early Childhood Technical Assistance (ECTA) Center resources to make these determinations.

Foundational (F): Skills and behaviors that occur earlier in development and serve as the foundation for later skill development.

1) Immediate Foundational (IF): Child shows functioning that might be described as that of a slightly younger child. The child exhibits skills that are conceptually linked to later skills and immediately precede the later skills developmentally.

2) Age-Appropriate (AA): Child shows functioning expected for his or her age in all or almost all the everyday situations that are part of the child's life.

2. **Early Childhood IEP Goals**

a. Components of a Goal

1) Present Levels of Academic Achievement and Functional Performance (PLAAFPs) are required for EC IEPs and are addressed with ECO ratings. To establish ECO ratings, the IEP team must discuss parent concerns and discuss and analyze current student skills in each outcome area.

2) All other components of an IEP goal such as student need, baseline data, annual goals, procedure and schedule for data collection, and reporting on progress shall meet the same requirements as a K-12 IEP.

b. General Education Standards

1) Each annual goal in an EC IEP shall be developed with the purpose of ensuring student progress toward general education standards that apply to all students. For EC programs, general education content standards are outlined in the *eGuidelines*.

3. **Least Restrictive Environment (LRE) Reporting**

Each EC IEP requires reporting of an appropriate LRE code based on the type of EC program the student participates in, where special education and related services are received, and the amount of time the student spends in a non-special education environment. EC LRE codes include:

a. **Regular Early Childhood Program (10+ hours per week):** Student attends a regular early childhood program at least 10 hours per week and receives the majority of special education and related services in the regular early childhood program.

b. **Regular Early Childhood Program (10+ hours per week and Other Location):** Student attends a regular early childhood program at least 10 hours per week and receives the majority of special education and related services in some other location.

c. **Regular Early Childhood Program (<10 hours per week):** Student attends a regular early childhood program less than 10 hours per week and receives the majority of special education and related services in the regular early childhood program.

d. **Regular Early Childhood Program (<10 hours per week and Other Location):** Student attends a regular early childhood program less than 10 hours per week and receives the majority of special education and related services in some other location.

e. **Separate Special Education Class:** Student attends a special education program that is not a regular early childhood program.

f. **Separate School:** Student receives special education in a public or private day school designed specifically for children with disabilities.

g. **Residential Facility:** Student receives all special education and related services in a public or private facility.

h. **Service Provider Location (or some other location not in any other category):** Student receives all special education and related services from a service provider and does not attend a special education program in any regular early childhood program.

i. **Home:** Student receives special education and related services in the principal residence of the child's family or caregiver and does not attend a regular early childhood program or a special education program.

M. Additional Transition Components for Secondary-Level IEPs

Secondary transition services are defined as a coordinated set of activities for a student with a disability that are designed within a results-oriented process focused on improving the academic and functional achievement of the student to facilitate movement from school to post school activities including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The activities include instruction, related services, community experiences, development of employment and other post school adult-living objectives and, if appropriate, acquisition of daily living skills and a functional vocational evaluation. These activities are based on the individual student's needs, taking into account the student's strengths, preferences, and interests. The following are required components for all secondary students receiving special education services.

1. Beginning with the IEP to be in effect when a student is sixteen (16) years old (or younger if determined appropriate by the IEP team), the IEP team shall:

   a. include present levels of academic and/or functional performance as they relate to the student's postsecondary goals in the IEP;

   b. conduct an age-appropriate transition assessment or functional vocational evaluation;

   c. include appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills in the IEP;

   d. include transition services, including a course of study, that will reasonably enable the student in reaching postsecondary goals identified on the IEP which may include postsecondary education and training, employment and career counseling, community participation, independent living or adult services in the IEP;

e. provide evidence that the student was invited to the IEP team meeting where transition services are to be discussed; if the student does not attend the IEP team meeting, the IEP team must take other steps to ensure the student's preferences and interests are considered;

f. provide evidence that a representatives of any participating agency was invited to the IEP team meeting with written consent of the parent/adult student;

g. include the graduation requirements for the student receiving special education services in the IEP; and

See Chapter 7 for more detailed information on documentation of high school graduation in the IEP.

h. ensure the postsecondary goals and transition services shall be updated on the IEP annually.

2. Not later than the student's seventeenth (17th) birthday, the IEP shall include a statement that the student and parent have been informed that special education rights will transfer to the student on his or her eighteenth (18th) birthday. Special education rights will transfer from the parent to the student when the student turns eighteen (18) years old unless the IEP team determines that:

a. there is sufficient basis for denial of transfer of rights to the student, meaning the student is unable to provide informed consent with respect to his or her special education program; or

b. the parent has obtained legal guardianship.

3. The IEP shall contain a statement referring to the transfer or non-transfer of rights:

a. If the team determines that there is no relevant information about the student to prohibit the transfer of rights at age eighteen (18), the student's IEP shall contain a statement that the student has been informed that special education rights will transfer to the student.

b. If the IEP team determines that the student lacks the ability to provide informed consent with respect to his or her educational program, a statement will be included in the IEP indicating that the parent, or other individual if the parent is not available, will retain all special education rights after the student reaches age eighteen (18).

1) Basis for Denial of Transfer: During the IEP team meeting to discuss the transfer of rights, the IEP team will use the following as the basis for any denial of the transfer:

i. Evaluation data, test results, written reports, teacher observation, education records, and parent input, including whether the parent intends to seek guardianship.

ii. Answers to the following questions:

a. Is the student capable of understanding his or her rights?

b. Is the student capable of exercising his or her rights?

c. Is the student capable of understanding the consequences and impact of his or her decisions?

c. Following the Transfer of Rights: When the student's special education rights transfer at age eighteen (18), the parent and student will be informed that rights have transferred. The parent may still be invited to participate as an individual who has knowledge or special expertise regarding the adult student.

See Chapter 12 for more information on the transfer of student rights.

3. When a student exits from special education as a result of meeting the Idaho Content Standards and such applicable LEA graduation requirements or aging out, the LEA shall provide the student with a summary of his or her academic achievement and functional performance along with recommendations concerning how to assist the student in meeting postsecondary goals.

N. Consent for Initial Provision of Special Education and Related Services

The LEA shall make reasonable efforts to obtain informed written consent from the parent/adult student before the initial provision of special education and related services for the student.

If the parent/adult student communicates in writing that he or she refuses special education and related services following the evaluation and eligibility determination, the LEA shall not provide special education and related services to the student. If the parent/adult student fails to respond to an LEA's documented efforts to gain consent for initial provision of special education and related services, the LEA shall not provide special education and related services to the student. In both cases:

1. The LEA shall not be in violation of the requirement to provide FAPE to the student or the requirement to provide special education and related services;

2. The LEA shall not be required to convene an IEP team meeting or develop an IEP for the student; and

3. The LEA shall not use mediation and/or due process in order to obtain consent or a ruling allowing initial placement.

If the parent/adult student wishes to move forward with the provision of services proposed on the IEP and placement in special education, consent for initial placement in special education shall be obtained. Consent occurs when the parent/adult student agrees in writing, as indicated by a signature, to the carrying out of the activity for which consent is sought.

See Chapter 4 for more information on parent/adult student consent.

O. Parent/Adult Student Objection to the IEP

If the parent/adult student disagrees with an IEP team's proposed IEP for the student, the parent or adult student may file a written objection to all or parts of the proposed IEP.

Either party retains the right to exercise procedural rights under the IDEA. The LEA and parent/adult student may use methods such as additional IEP team meetings, IEP facilitation, or Department mediation to resolve the disagreement. If these attempts to resolve the dispute fail or are refused, the proposed IEP shall be implemented unless a due process hearing request is filed by either party to obtain a hearing officer's decision regarding the proposed IEP, unless it is an initial IEP.

A written objection cannot be used to prevent the LEA from placing a student in an interim alternative educational setting (IAES) in accordance with the IDEA procedures for discipline of a student, or to challenge an eligibility/identification determination.

See Chapter 12 for information about the written notice requirements regarding the provision of FAPE and educational placement.

See Chapter 13 for more information about the various forms of dispute resolution including facilitation and mediation.

P. Following the Meeting

Following the IEP team meeting, a copy of the IEP and written notice of proposed or refused actions shall be given to the parent/adult student. IEPs and written notice shall also be given to the parent/adult student whenever a change is made to the IEP. A parent/adult student may also request a copy of an IEP and written notice at any time.

Each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for implementing any portion of the IEP shall have access to the IEP and be informed of his or her specific responsibilities. This includes being informed of any specific accommodations, adaptations, or supports that shall be provided to the student to ensure that the IEP is implemented appropriately.

Section 3. IEP Reviews

A. Annual Reviews

Each student's IEP shall be reviewed ~~at least annually~~ by the IEP team, at least annually, which means once every ~~year (~~365 days~~)~~. Meetings may be held any time throughout the school year, as long as the IEP is reviewed annually and is in effect at the beginning of each school year. ~~Either at or after~~ After the annual review, written notice that the new IEP changes will be implemented shall be provided to the parent/adult student.

~~The~~ An IEP review may include ~~includes the following purposes:~~

1. to determine whether the student's annual goals have been achieved;

2. to revise the IEP if there is any lack of expected progress toward annual goals and in the general education curriculum, where appropriate;

3. to determine whether any additional assessments are necessary and to address the results of those conducted;

4. to address information regarding the student provided to the team; ~~about the student that has been provided to, or by, the parent/adult student~~;

5. to address the student's anticipated needs;

6. to monitor the continuing eligibility of the student based on an evaluation or review of a variety of data, which may include formal or informal assessment, progress toward IEP goals and, when applicable, objectives and benchmarks;

7. to write a new IEP; and

8. to consider a reevaluation to determine if a student is no longer eligible and special education services should be discontinued.

B. IEP Amendments

~~In making changes to a student's IEP after the annual IEP team meeting for a school year,~~ If changes to a student's IEP are needed after the annual IEP meeting has been held, the parent/adult student and the ~~district~~ LEA may agree in writing not to convene an IEP team meeting for the purposes of making such changes, and instead may develop a written document to amend the student's current IEP. The parent/adult student will be provided with a revised copy of the IEP and written notice documenting the changes made. ~~with the amendments incorporated.~~ The annual review date remains the date of the original IEP.

Each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for implementing any portion of the amended IEP shall have access to the amended IEP and be informed of his or her specific responsibilities.

If the parent/adult student believes that the student is not progressing satisfactorily or ~~that there is a problem with~~ has concerns about the current IEP, ~~he or she may~~ the parent/adult student may request an IEP team meeting. The ~~district~~ LEA shall grant any reasonable request for such a meeting. If the ~~district~~ LEA refuses to convene an IEP team meeting requested by the parent/adult student, the ~~district~~ LEA shall provide written notice to the parent/adult student, including an explanation of why the ~~district~~ LEA has determined the meeting is unnecessary.

If any other member of the IEP team feels that the student's placement or IEP services are not appropriate, that team member may request an IEP team meeting.

~~Each general education teacher, special education teacher, related service provider, and any other~~

service provider who is responsible for implementing any portion of the amended IEP shall have access to the amendment and be informed of his or her specific responsibilities.

(b) Section 4. IEPs for Transfer Students

Idaho Administrative Procedures Act [IDAPA 08.02.03.109.04(f)] requires the new (receiving) district to request a copy of the eligibility documentation and most current IEP within two (2) school days. Within five (5) school days of receiving this information, the new district determines if a new assessment is required. If the district disagrees with the existing eligibility documentation or if the documentation is not available within a reasonable time period, e meantime, if the parent agrees, an interim IEP may be developed and implemented, or the existing IEP implemented. If there is no agreement, the student is placed in general education. Within fourteen (14) calendar days the receiving district will request the full educational record of the transferring student from the former school.

A. Transfer from an Idaho School District

When a student with a disability transfers school districts in with a current IEP in Idaho, the district shall provide the student with FAPE. This includes services comparable to those described in the previously held IEP, in consultation with the parent/adult student, until such time as the district adopts implements the previously held IEP or develops, adopts, and implements a new. The receiving district shall request, as soon as possible, but no more than two (2) school days, the eligibility documents and the most current IEP from the sending district. Once the district has formally received a request for a student's record from another Idaho district, the district shall forward copies or the original documents as soon as possible, but no more than five (5) school days, of the request. Within fourteen (14) calendar days the receiving district will request the full educational record of the transferring student from the former school. If originals are sent, the sending district shall maintain a copy for audit purposes.

Note: The current IEP shall be implemented if a new IEP cannot be developed within five (5) school days of the student's enrollment or if a reevaluation will be taking place.

B. Transfer from an Out-of-State District

When a student with a disability transfers from out of state to an Idaho school district with a current IEP in that other state, the district shall provide the student with FAPE. This includes services comparable to those described in the previously held IEP, in consultation with the parent/adult student, until such time as the district conducts an evaluation, if determined necessary, and develops, adopts, and implements a new IEP or.

C. Transfer to an Out-of-State District

Within ten (10) school days of receiving a request from an school district for copies of eligibility documentation and a transferring student's IEP, a district shall send the requested information to the receiving district.

Section 4. Transfer Process and Timelines

When a student with a disability transfers LEAs within Idaho or outside of Idaho, there are requirements around timely transfer of records, decision-making, and IEP implementation, as outlined below.

A. Timelines for Document Requests and Transfers

1. The receiving LEA shall request, as soon as possible but within no more than two (2) school days of the student's enrollment in the LEA, the eligibility documents and the most current IEP from the sending LEA.

2. Once an LEA has received a request for a student's record from another Idaho LEA, the sending LEA shall provide the student's special education records as soon as possible, but within no more than five (5) school days of the request. The records must include, at a minimum, the student's most recent IEP and eligibility documentation. LEAs shall retain originals or copies of the most recent five (5) years of programmatic and fiscal records.

3. Within fourteen (14) calendar days the receiving LEA will request the full educational record of the transferring student from the former school. LEAs shall retain originals or copies of the most recent five (5) years of programmatic and fiscal records.

4. The current IEP, a new annual IEP, an amended IEP, or an interim IEP shall be implemented within five (5) school days of the student's enrollment.

5. If eligibility documentation is not received within a reasonable time period, written consent for a reevaluation shall be sought. During the reevaluation process, the LEA shall implement an interim IEP to provide services comparable to those provided in the student's most recent IEP.

B. Transfer Process for Reviewing and Determining Eligibility

The IEP team, which includes the parent/adult student, shall review eligibility documentation to determine whether the documentation reflects eligibility for special education or whether a reevaluation is required.

1. When a student transfers from another Idaho LEA and eligibility documentation is current, the team shall presume eligibility and proceed to the review of the IEP.

   Note: The purpose of the Transfer Process is to make decisions about the student's eligibility status and ensure services begin immediately upon enrollment. If, during this process, the team determines that the documentation does not meet the Department's expectations for General Supervision File Review (GSFR), the team should complete the

Transfer Process and proceed to consider whether a reevaluation is needed using the Reevaluation Consideration process and the associated form.

2. When a student transfers from an LEA outside of Idaho and eligibility documentation is current, the team shall determine whether the documentation is sufficient to demonstrate that the student meets Idaho criteria for special education. If documentation is sufficient, the team shall proceed to the review of the IEP.

3. When a student transfers from an LEA outside of Idaho and eligibility documentation is not sufficient to demonstrate that the student meets Idaho criteria for special education, the team shall seek written consent for a reevaluation and immediately develop an interim IEP to be implemented while the reevaluation is completed. Within sixty (60) calendar days the reevaluation shall be completed, and the IEP team shall develop a new IEP based on the reevaluation results or exit the student from special education services if the student does not meet Idaho eligibility criteria.

4. If eligibility documentation is expired, whether from an LEA within or outside of Idaho, the team shall seek written consent for a reevaluation and immediately develop an interim IEP to be implemented while the reevaluation is completed. Within sixty (60) calendar days the reevaluation shall be completed, and the IEP team shall develop a new IEP based on the reevaluation results or exit the student from special education services if the student does not meet Idaho eligibility criteria.

C. Transfer Process for Reviewing and Implementing the IEP

1. If, based on the review of eligibility documentation described above, the student is eligible for special education and related services, the IEP team shall make one of three (3) decisions:
    a. Implement the student's current IEP as written;

    b. Implement the student's current IEP with amendment(s); or

    c. Develop and implement a new IEP.

2. If, based on the review of eligibility documentation described above, the IEP team has initiated a reevaluation to determine continued eligibility in Idaho, the team shall develop an interim IEP to address the student's needs while a reevaluation is conducted.

    a. An interim IEP is a temporary program developed by the IEP team to be implemented for fewer than 365 days. Typically, an interim IEP is implemented while a reevaluation is conducted or additional information is gathered.

b. In the case of transfer students, the interim IEP shall not be implemented for more than sixty (60) days while a reevaluation is conducted.

Section 5. ~~IEPs~~ Transition Process for Children from the Infant/Toddler Program (ITP)

A. Interagency Agreement and Protocols

The school district, as the local lead agency for Part B, shall initiate the development of a signed interagency protocol with the regional Infant/Toddler Program (ITP) of the Department of Health and Welfare (DHW), the lead agency under Part C of the IDEA. The protocol shall be in accordance with the current state *Interagency Agreement for Early Childhood Special Education Services* and *Early Intervention for Children Ages Two through Five*.

The protocol will outline the obligations of each agency to ensure:

1. a smooth and effective transition of children served under Part C to early childhood special education ~~services~~ (ECSE) services under Part B;

2. by the child's third birthday, eligibility for Part B services has been determined and an IEP or Individual Family Service Plan (IFSP) has been developed and implemented; and

3. each district and agency shall participate in transition planning conferences.

NOTE: A child~~,~~ who turns three (3) after May 1, has been determined eligible for Part B services, and for whom written parental consent has been obtained for initial placement for Part B services~~,~~ can be served as outlined in the IFSP by the ITP until school starts in the fall. This is the case unless specified differently in the local interagency protocol.

B. Part C to Part B Transition Planning

In the case of a child who may be eligible for ECSE services, the district shall participate in a transition planning conference with the family arranged by the ITP. The conference will be conducted at least ninety (90) calendar days (and up to nine (9) months at the discretion of all parties) before the child's third (3rd) birthday to discuss eligibility requirements under Part B of the IDEA, needs and concerns of the child and family, and any services the child may receive.

The ITP has the responsibility to:

1. notify the school district and ~~SDE~~ the Idaho Department of Education of potentially eligible children;

2. invite and coordinate a transition planning meeting to review the process to determine eligibility and assess service options available;

3. obtain a signed *Authorization to Exchange Confidential Information*;

4. establish a plan for facilitating the transition of the toddler with a disability to early

childhood special education services;

5. provide the district with the current IFSP, all addendums/outcomes relevant to the most recent IFSP, other progress reports, and any evaluations and assessments ~~if~~ completed within the last six months; and

6. upon invitation, attend the initial IEP team meeting.

The school district has the responsibility to:

1. ~~make contact with~~ contact the family and provide notice of procedural safeguards and written information about the Part B and early childhood special education services (this information may be ~~provide~~ provided in person, at a transition conference, by electronic means, or by mail);

2. attend and participate in the transition planning meeting;

3. determine eligibility and develop an IEP or IFSP prior to the child's third (3rd) birthday;

4. invite ITP representatives, at the request of the parent, to the initial IEP team meeting; and

5. obtain consent for initial provision of special education and related services under Part B.

C. IEP or IFSP Required

1. By the child's third (3rd) birthday, the district shall have an IEP or IFSP in place for each student three (3) through five (5) years old who is eligible for ECSE services.

2. In developing the IEP, the IEP team shall consider the content of the IFSP including:

    a. the least restrictive environment statement; and

    b. the educational component that promotes school readiness, pre-literacy, language, and numeracy skills.

3. The IFSP may serve as the IEP of the child, if:

    a. agreed by the district and the child's parents;

    b. a detailed explanation of the differences between the IFSP and the IEP is provided to the parents~~)~~;

    c. parental written informed consent is obtained; and

    d. the IFSP is developed according to the IEP procedures outlined in Section 2 of this chapter. If the district elects to use an IFSP, the district is required to implement only the educational components of the IFSP.

D. Consent and Notice Requirements

1. Notice Announcing Initial IEP Team Meeting: The district shall inform the parents of their rights to request the participation of ITP representatives at the initial IEP team meeting for children previously served by Part C.

2. ~~Release of Information~~ Authorization to Exchange Confidential Information: The district shall ensure that ~~obtain~~ written parental consent for the ~~release~~ exchange of confidential information has been obtained ~~to obtain~~ prior to exchanging pertinent student records from non-educational agencies such as ITP, developmental disabilities agencies, medical providers, day-care centers, and Head Start.

3. Assessments: At the transition planning conference, if further assessments are necessary to determine eligibility, the student's present levels of academic achievement and functional performance, and/or goals or services on the IEP, informed consent to evaluate is required. ~~(~~Parental consent for assessment under Part B is required even though the parent may have given consent earlier under Part C~~)~~. Otherwise, only written notice to inform the parent of the district's decision to use the current evaluation data, and not to conduct any further assessments, shall be provided to the parent. The parent shall also be informed of his or her right to request additional assessments.

4. Consent for Initial Provision of Special Education and Related Services: ~~Parental~~ Written parental consent for the initial provision of special education and related services and written notice for the implementation of the IEP or IFSP under Part B is required. Eligibility, initial provision of services, and LRE placement shall be documented for Part B services.

Section ~~7~~ 6. Students with Disabilities in Adult Prisons

The following provisions ~~requirements~~ apply for students with disabilities ages eighteen (18) through ~~to~~ the day before the student's twenty-second (22nd) birthday ~~semester when they turn twenty-one (21)~~ who are convicted as adults under Idaho law and incarcerated in adult prisons:

1. A student identified as a student with a disability, who is eligible for special education, and who is convicted as an adult and incarcerated in an adult prison, is not subject to ~~child find,~~ Child Find.

2. ~~but if~~ If already identified, the student is entitled to FAPE until the day before the student's twenty-second (22nd) birthday ~~age twenty-one (21)~~.

3. The student will not participate in statewide assessments.

4. Transition planning and services do not apply if the student will remain in prison beyond the day before the student's twenty-second (22nd) birthday. ~~semester of his or her twenty-first (21st) birthday.~~

5. The IEP team may revise the student's IEP and placement, regardless of the LRE

requirements, if the state has demonstrated a bona fide security or other compelling penological interest that cannot otherwise be accommodated.

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CHAPTER 6: LEAST RESTRICTIVE ENVIRONMENT

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CHAPTER 6: LEAST RESTRICTIVE ENVIRONMENT

The IDEA states that, to the maximum extent appropriate, all students with disabilities, ages three (3) ~~to~~ through the day before the student's twenty-second (22nd) birthday ~~twenty-one (21) years of age~~, are to be educated with age-appropriate peers who are nondisabled. This is known as the least restrictive environment (LRE). The LRE is the appropriate balance of settings and services to meet the student's individual needs. The ~~district~~ LEA shall have an array of services and a continuum of educational setting options available to meet the individual LRE needs of each student.

See Section 2 of this chapter for information on the continuum of settings and services.

An appropriate LRE is one that enables the student to make reasonable gains toward goals identified in an individualized education program (IEP) while being educated with peers who are nondisabled to the maximum extent appropriate as determined, at least annually, by the IEP team ~~on a case by case basis~~. The student's IEP shall indicate the LRE for the student and explain to what extent, if any, the student ~~will or~~ will not participate in the general education classroom environment, the general education curriculum, and extracurricular or other nonacademic activities. This provision includes students with disabilities placed in public or private institutions or other care facilities.

Special classes, separate schooling, and other removals of a student with a disability from the general education environment may occur only when the nature or severity of the disability is such that education in the general education ~~class~~ environment cannot be achieved satisfactorily, even with the use of supplementary aids and services ~~cannot be achieved satisfactorily.~~

See Chapter 5, Section H for more information on LRE.

Section 1. Least Restrictive Environment Considerations

A. When to Make and Review Placement Decisions

Placement determinations are made under the following circumstances:

1. Placement decisions for a student with a disability are made following the determination of the student's individual needs, goals, and required services.

2. Placement decisions shall be reviewed ~~are revisited~~ at least annually by the IEP team, which includes the parent/adult student, LEA representative, general education teacher, special education teacher or provider, and other persons who are knowledgeable about the student, ~~the meaning of~~ can interpret ~~the~~ evaluation data, and are knowledgeable about the placement options available.

3. Placement decisions shall be ~~are~~ reconsidered, as appropriate, when an IEP team is convened to review a student's academic, functional, or developmental progress.

B. Considerations in Placement Decisions

~~LRE decisions are made, at least annually, individually for each student.~~ LRE decisions shall be

made on an individual basis for each student at least annually. The IEP team shall consider the following when determining the LRE in which the IEP can be implemented:

1. IEP Goals and Services: The student's goals and services are developed prior to the determination of the services and settings. ~~The services and settings needed by each student with a disability must be based on the student's unique needs that result from his or her disability, not on the student's category of disability.~~ The services and settings needed by each student must be based on the student's unique needs, not the student's category of disability.

2. ~~Age Appropriate~~ Age-Appropriate Peers: Students with disabilities ages three (3) through the day before the student's twenty-second (22nd) birthday shall be educated with age-appropriate peers to the maximum extent appropriate. A student with a disability ~~is not~~ shall not be removed from age-appropriate general education environments solely because of needed accommodations and/or adaptations in the general education environment or curriculum based on the Idaho Content Standards.

3. School of Attendance: A student with a disability shall be educated in the school the student ~~he or she should~~ would attend if not disabled, unless the severity and extent of the student's disability is such that the student cannot be satisfactorily educated in that school. ~~IEP requires some other arrangement.~~ In such case, the ~~child's~~ student's placement shall be based on the ~~child's~~ student's individual needs and unique circumstances ~~IEP~~ and as close ~~to~~ as possible to the ~~child's~~ student's home.

4. Harmful Effects: Consideration shall be given to any potential harmful effect on the student or on the quality of services the student needs. Teams shall consider the potential benefits and harmful effects of the student not participating in the general education environment and accessing grade-level Idaho Content standards when instruction in a separate environment or with an adapted curriculum is being considered.

5. Accommodations and/or Adaptations: A student with a disability ~~is~~ shall not be removed from age-appropriate general education settings solely because of needed accommodations and/or adaptations in the general education environment or curriculum.

6. Participation in Nonacademic and Extracurricular Services and Activities:

    a. A student may not be denied the opportunity to participate in nonacademic and extracurricular services and activities based solely on the fact that a student has a disability or due to the student's current educational placement.

    b. A student with a disability shall be allowed an equal opportunity to participate with students without disabilities in nonacademic and extracurricular services and activities to the maximum extent appropriate. These services and activities may include but are not limited to meals, ~~recess~~ recesses, field trips, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the LEA ~~district~~, referrals to community agencies that provide assistance to individuals with disabilities, career

development, and employment of students, including both employment by the LEA and assistance in making outside employment available.

c. The IEP team shall consider and determine what ~~determines the~~ supplementary aids and services ~~that~~ are appropriate and necessary for the student to participate in nonacademic and extracurricular ~~settings and extracurricular~~ services and activities to afford students with disabilities an equal opportunity for participation in those services and activities.

C. Documentation of Placement Decisions

If the student will not participate *entirely* in the general education classroom, curriculum, and/or nonacademic and extracurricular activities, the IEP shall include a written explanation justifying the IEP team's decisions ~~including the consideration of supplementary aids and services~~. This justification shall include the consideration of potential benefits or harmful effects of removing the student from the general education setting, curriculum, and/or nonacademic and extracurricular activities, with or without the provision of supplementary aids and services beyond the need for specially designed instruction. The ~~district~~ LEA shall provide written notice to the parent/adult student ~~with prior written notice~~ whenever the IEP team proposes to change or refuses to change the educational placement of the student.

The IEP includes a section for reporting the educational environment required for Child Count. This section is for reporting the amount of time the student spends in the general education environment, with or without special education and related services.

Section 2. ~~District~~ LEA Responsibility for Continuum of Settings and Services

The continuum of settings includes instruction in general education ~~classes~~, special education ~~classes~~, special schools, ~~home~~ instruction in homebound settings, residential programs, ~~and instruction in~~ hospitals, and correctional facilities ~~institutions~~. In addition, the continuum includes ~~makes~~ provision for supplemental services, such as resource services or itinerant instruction, to be provided in conjunction with ~~the~~ general education ~~classroom~~.

In determining appropriate settings and services for a student with a disability, the IEP team shall consider the student's needs and the continuum of ~~alternate~~ placements and related services ~~available~~ required to meet those needs. Regardless of placement, the student shall be given appropriate access to the age-appropriate, grade-level general education curriculum and the Idaho Content Standards that apply to all students, as determined by the IEP team. The ~~district~~ LEA shall be able to justify the available continuum of services and placement decisions for individual students, which shall not be limited by LEA structure, LEA charter or mission statements, LEA policy, instructional philosophy, staffing, funding, or any other factors not based on the individual student's unique needs.

All LRE considerations also apply to preschool students ages three (3) until eligible to enroll in kindergarten ~~to five (5) years~~ with disabilities who are eligible for special education and, therefore, entitled to receive a free appropriate public education (FAPE).

1. Educational ~~Settings~~ settings for implementing IEPs for students of legal ~~kindergarten-age~~ kindergarten age are the same as for all other school-age students.

2. Settings for implementing IEPs for preschool-age students may include public or private early childhood programs.

Public schools that do not operate early childhood programs for preschool students without disabilities are not required to initiate such programs solely to satisfy LRE requirements. IEP teams in public schools that do not have an inclusive public preschool that can provide all the appropriate services and supports to meet the individual needs of preschool students with disabilities~~,~~ shall explore alternative methods to ensure LRE requirements are met for preschool students ages three (3) until eligible to enroll in kindergarten ~~to five (5) years~~, which may include:

1. providing opportunities for full-time or part-time participation ~~(even part-time)~~ of preschool students with disabilities in public or private regular early childhood programs operated for preschool students without disabilities by other agencies, such as Head Start;

2. placing preschool students with disabilities in the following:

    a. private early childhood programs for preschool students *without* disabilities; or~~,~~

    b. private early childhood programs or other community-based early childhood settings that integrate students *with and without* disabilities; and/or~~,~~

3. ~~locating~~ providing classes for preschool students with disabilities in elementary schools, which may include participation in non-academic and/or non-curricular activities as appropriate to meet the individual needs of the students.

See Chapter ~~11~~ 12 for information regarding ~~prior~~ written notice requirements that apply to proposed or refused changes in educational placement.

~~Section 3. Federal Reporting of LRE~~

~~The IEP includes a section for reporting the educational environments required for the Federal Child Count (annual report of children served, collected on any date between October 1 and December 1 of each year). This section is for reporting the amount of time the student spends in the general education environment, with or without special education and related services. After determining the LRE and the educational environments in which the student will receive their general education instruction and special education services, the IEP team will document the educational environment for federal reporting.~~

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CHAPTER 7: DISCONTINUATION OF SERVICES, GRADUATION, AND GRADING

Section 1. Discontinuation of Services

A. Students Who Are No Longer Entitled to Services

~~The district will follow appropriate procedures to discontinue special education services to students who are no longer entitled to those services.~~ There are several circumstances which may lead to an LEA no longer providing special education and/or related services to a student. An LEA discontinues services when the student is no longer entitled to services, when the LEA's obligation to provide services changes, or when consent for services is revoked by the parent/adult student.

1. Student No Longer Meets Eligibility Criteria

If it is suspected that a student no longer meets the eligibility criteria for special education ~~the IDEA~~, the evaluation team ~~will~~ shall conduct a comprehensive evaluation. ~~reevaluation and arrange to have additional assessments conducted, if necessary.~~ The evaluation team shall use the reevaluation consideration process and associated form to determine whether new assessments are necessary to complete a comprehensive evaluation and make an eligibility decision. The team will obtain consent for new assessments to be conducted, if necessary. The evaluation team will document the eligibility decision within an eligibility report. If the student is no longer eligible under the Idaho eligibility ~~standards~~ criteria, the ~~district~~ LEA will provide the parent/adult student with written notice of this decision, including the date that services will cease, prior to discontinuing special education services.

2. Student Completes Requirements for ~~a~~ High School ~~Diploma~~ Graduation

A student is no longer eligible for special education services and the LEA's ~~The district's~~ obligation to provide special education services ends when the student meets the ~~district~~ LEA and State graduation requirements that apply to all students ~~for receipt of a high school diploma~~ without adaptations to those requirements. Although this is considered a change of placement, ~~a reevaluation~~ an evaluation is not required. Prior to graduation and the discontinuation of special education services, the ~~district~~ LEA shall:

a. provide the parent/adult student with written notice ~~of~~ that the student is no longer eligible for special education services and that the LEA's ~~district's~~ obligation to provide special education services has ended because ~~ends when~~ the student has met ~~the Idaho High School Graduation and such applicable district requirements~~ LEA and State graduation requirements that apply to all students; and

b. provide the parent/adult student with a written summary of academic achievement and functional performance which shall include recommendations to assist the student in meeting ~~his or her~~ postsecondary goals. This summary is known as the *Summary of Performance* (SOP).

3. Student Reaches Maximum Age

For students who have not yet met LEA and State graduation requirements ~~the Idaho High School graduation and such district's graduation requirements~~, the student is no longer eligible for special education and the LEA's ~~district's~~ obligation to provide special education services ends ~~at the completion of the semester in which the student turns twenty-one (21) years of age.~~ the day before the student's 22nd birthday. This is considered a change of placement that does not require an evaluation ~~a reevaluation~~. ~~If a~~ When the student turns ~~is turning twenty-one (21)~~ twenty-two (22), the ~~district~~ LEA shall:

a. provide the parent/adult student with written notice that the student is no longer eligible for special education and the LEA's ~~district's~~ obligation to provide special education services ends the day before the student's 22nd birthday ~~at the completion of the semester in which the student turns twenty-one (21) years of age;~~ and~~,~~

b. provide the parent/adult student with a written summary of academic achievement and functional performance which shall include recommendations to assist the student in meeting ~~his or her~~ postsecondary goals. This summary is known as the *Summary of Performance* (SOP).

B. Change in ~~District~~ LEA Obligation to Provide Services

Under certain circumstances, a student may continue to be eligible for special education services, but the ~~district's~~ LEA's obligation to provide services to the student changes.

1. Transfer to Another LEA ~~District~~

When a student enrolls in another LEA, the receiving LEA becomes responsible for FAPE.

See Chapter 5 for more information about the transfer review process. ~~is no longer a legal resident of the district, the district will forward the student's special education records electronically or by mail within five (5) calendar days of the request from the new district. The records must include, at least, the student's most recent individualized education program (IEP) and eligibility documentation. The sending district will retain copies or originals of the most recent five (5) years of programmatic and fiscal records, including IEPs and eligibility documentation. During an audit or monitoring, this documentation may be needed to demonstrate that the student was eligible for special education and received special education services from the district. Note: Districts are required to maintain Medicaid-related records for six (6) years. See Chapter 11 for more information.~~

2. Enrollment in Private School or ~~Receives Homeschooling~~ Homeschool

When a parent/adult student withdraws a student from public school and enrolls the student ~~him or her~~ in a private school or provides homeschooling, the ~~district's~~ LEA's responsibilities vary depending on the circumstances.

See Chapter 3 for more information about Child Find. See Chapter 9 for more information about Private Schools. See Chapter 10 for more information on Homeschooling.

3. Students Who Drop Out of School ~~Dropouts~~

When a student drops out of school, written notice shall ~~will~~ be sent to the parent/adult student and a copy of the written notice shall ~~will~~ be included ~~placed~~ in the student's special education record ~~confidential file~~. If the student reenrolls in the LEA, the LEA shall complete the Transfer Process to determine whether an evaluation is needed and whether the student's most recent IEP can be implemented as written or implemented with an amendment, or whether an interim IEP is appropriate while an evaluation is completed. ~~and is still eligible for special education, the previous IEP can be implemented if it is current and appropriate. A new IEP shall be developed if needed.~~

Note: A student completing a ~~General Education Development (GED)~~ high school equivalency diploma is considered to have dropped out because high school equivalency diplomas do ~~certificate does~~ not meet the ~~Idaho Content Standards and district~~ LEA and State requirements for graduation ~~that are comparable to a high school diploma~~. ~~The IEP team considering a student with a disability's graduation from high school shall include a district representative knowledgeable about Idaho Content Standards and such applicable district graduation requirements.~~

4. Students Who Complete Graduation Requirements with Adaptations

When a student meets the graduation requirements outlined in the IEP but does not meet LEA and State requirements for graduation, the student is considered to have graduated by meeting adapted requirements. Because the student has not met LEA and State graduation requirements, the student may remain eligible for FAPE until the day before the student's twenty-second (22nd) birthday. In many cases, students who graduate by meeting adapted requirements leave high school and pursue postsecondary options. In this event, written notice shall be sent to the parent/adult student and a copy of the written notice shall be included in the student's special education record.

If the student returns to pursue graduation by meeting LEA and State requirements or to participate in a transition program, the LEA shall complete the transfer process to determine whether an evaluation is needed and whether the student's most recent IEP can be implemented as written or implemented with an amendment, or whether an interim IEP is appropriate while an evaluation is completed.

See Chapter 5 for more information about the Transfer Process and Timelines.

C. Parent/Adult Student Revokes Consent for Special Education Services

When a parent/adult student revokes consent for special education services in writing, ~~prior~~ written notice shall be provided specifying when the special education and related services will cease. ~~Note: A parent/adult student has the right to revoke consent for IEP services in their entirety, not service by service.~~ The written notice shall include a statement indicating the ~~district~~

LEA stands ready, willing, and able to provide FAPE should the student remain eligible for special education services. If a parent revokes consent for special education and related services and later requests that special education services be reinstated, the LEA shall treat this request as a request for an initial evaluation. This includes completing the referral process to determine whether new assessments are required to determine eligibility and obtaining written consent from the parent/adult student to initiate the evaluation process. The team shall complete an eligibility report to identify whether the student is eligible for special education services.

A parent/adult student has the right to revoke consent for special education services in their entirety, not service by service. However, the LEA cannot use the parent/adult student's refusal of consent to a particular service as the basis for refusing to provide any special education or related services. The IEP team should work to reach consensus on an appropriate offer of FAPE.

See Chapter 3 for more information about the Referral to Consider a Special Education Evaluation. See Chapter 4 for more information about conducting an Initial Evaluation.

Section 2. Graduation

~~Graduation means meeting district and State requirements receipt of a high school diploma.~~ A student is eligible for FAPE until they meet LEA and State standards for graduation or until the day before their twenty-second (22nd) birthday. A student may graduate in one of the following ways:

1. Graduation Meeting LEA and State Requirements

The student has met LEA and State requirements that apply to all students with or without accommodations in the classroom. Accommodations are determined by the IEP team if deemed necessary for the student to complete coursework required for graduation. Accommodations maintain the same level of rigor of the LEA and State graduation requirements. For example, a teacher may use different instructional strategies or alternate methods for assessing the student's mastery of Idaho Content Standards that are equally rigorous. Accommodations shall be stated in the student's IEP.

2. Graduation Meeting Adapted Requirements

When a student meets the graduation requirements outlined in the IEP but does not meet LEA and State requirements for graduation, the student is considered to have graduated by meeting adapted requirements. Long-term consequences for the student shall be considered when adaptations are made to LEA and State graduation requirements. Adaptations alter the level of rigor required in the LEA or State graduation requirements.

Examples of adaptations include, but are not limited to, changes made to course content, course credit requirements, learning objectives, or grading standards that alter the level of rigor or the grade-level standard but shall not include exempting or excluding the student from an opportunity to pursue or meet the Idaho Content Standards.

A. Individualized Education Program (IEP) Team Requirements Regarding Graduation

A student's IEP team shall review graduation requirements, including the student's progress towards meeting LEA and State requirements and/or adapted graduation requirements as determined by the IEP team, at least annually, beginning with the IEP in effect when the student turns sixteen (16).

When reviewing graduation requirements for a student receiving special education, the IEP team shall include an LEA representative knowledgeable about the Idaho Content Standards and the LEA and State graduation requirements. The IEP team shall:

1. Determine whether the student will meet LEA and State ~~all state and local~~ graduation requirements, ~~to be eligible to graduate from high school~~ and the anticipated graduation date.

2. Develop the student's secondary transition plan, including the student's course of study and a record of the number of credits earned and anticipated to be earned in each high school grade, including any transition program the student is anticipated to participate in beyond their twelfth (12th) grade year. ~~in collaboration with the Parent Approved Student Learning Plan required for every student prior to the end of eighth (8th) grade. The Student Learning Plan will be reviewed annually and may be revised at any time.~~ The IEP team shall review the student's course of study annually and ~~identify and~~ make any changes ~~to the course of study~~ needed for the student to meet graduation requirements.

~~3. Beginning no later than the end of the student's ninth (9th) grade year, annually review annually the student's course of study, and identify and make changes to the course of study needed for the student to meet graduation requirements.~~

4. Document any ~~accommodations and~~ adaptations made to the ~~district's~~ LEA's and State's regular graduation requirements ~~on the student's behalf~~ based on the student's individual needs.

~~a. Graduation Requirements with Accommodations~~

~~Accommodations to graduation requirements are determined by the IEP team and are deemed necessary for the student to complete graduation requirements. Further:~~

~~1) Accommodations to graduation requirements must specifically address completion of the student's secondary program.~~

~~2) Accommodations will maintain the same level of rigor to the district and State graduation requirements. For example, a teacher may use different instructional strategies or alternate methods for assessing the student's mastery acquisition of skills standards that are equally rigorous.~~

~~3) Accommodations made to any district or State graduation~~

~~requirement shall be stated in the student's IEP.~~

~~b. Graduation Requirements with Adaptations~~

~~Long-term consequences for the student shall be considered when adaptations are made to graduation requirements. Further:~~

~~1) Adaptations to graduation requirements shall specifically address completion of the student's secondary program.~~

~~2) Adaptations may alter the level of rigor required in the district or State graduation requirements. Examples of adaptations include changes made to course content, objectives, or grading standard standards that alter the level of rigor or grade-level standard but will not include exempting or excluding the student from an opportunity to pursue or meet the Idaho Content Standards.~~

B. Graduation Ceremonies

A special education student who completes a ~~his or her~~ secondary program through meeting graduation requirements or criteria established on the student's ~~his or her~~ IEP will be afforded the same opportunity to participate in graduation ceremonies, senior class trips, ~~etc.~~,or any other graduation activities, as students without disabilities. Participation in a graduation ceremony does not mean that the student ~~will receive a high school diploma~~ has met LEA or State requirements for graduation or indicate the completion of a secondary program. Students who have not yet completed their secondary program using criteria established on their IEP will be afforded the opportunity to participate in the graduation ceremony with their grade-level peers, even if they are continuing through the day before their twenty-second (22nd) birthday.

Section 3. Transcripts and Diplomas

A. Transcripts

The transcript serves as a record of individual accomplishments, achievements, and courses completed. Transcripts shall adhere to the following conditions:

1. Accommodations that allow the student to complete and demonstrate that ~~he or she has~~ the student has met graduation requirements ~~will~~ shall not be noted on the transcript.

2. Adapted course work may be noted on the transcript if the parent/adult student is informed in advance and the designation is not discriminatory ~~or~~ and does not identify the student as having a disability or receiving special education.

3. Course designations, titles, or symbols that are used solely to identify adapted course work that is taken by students with disabilities ~~will~~ shall not be used.

B. Diploma

The ~~district~~ LEA will use the same high school diploma for all students at the completion of the

secondary program. This includes students who meet the graduation requirements with ~~accommodations and/or~~ adaptations.

1. ~~For students who are eligible for special education services, t~~ The district will use the high school diploma for students who are eligible for special education services at the completion of their secondary program through meeting graduation requirements or based on criteria established on his or her IEP.; ~~t~~This includes students who meet the graduation requirements with accommodations and/or adaptations.

A modified or differentiated diploma or certificate may not be used for students who are eligible for special education unless the same diploma or certificate is granted to students without disabilities in the same graduating class.

Section 4. Grades, Class Ranking, and Honor Roll

Grades earned by students with disabilities will not be categorically disregarded or excluded from ~~district wide~~ the LEA's grade point average (GPA) standing. The ~~district~~ LEA may establish objective criteria for class rankings, honors, etc., that weight courses according to degree of difficulty or exclude non-core courses so long as such practices are nondiscriminatory.

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CHAPTER 8: CHARTER SCHOOLS

Federal law requires that students with disabilities be offered educational choices comparable to those offered to students without disabilities. One of these choices is the opportunity to attend a public charter school. Each public charter school, whether a charter school within a district or a charter school LEA ~~(Local Education Agency), shares in the obligation to~~ shall accept and appropriately serve students with disabilities under the IDEA in the same manner as any other public school.

The LEA charter school board of directors/trustees ~~is required to~~ shall adopt the most current Idaho Special Education Manual and all subsequent revisions and ensure the appropriate implementation of the IDEA within ~~that~~ the LEA ~~implements this Manual~~.

Section 1. Definition and Parent/Student Rights

A. Definition of Charter Schools

In Idaho, a charter school is a public school authorized pursuant to Title 33 Chapter 52, Idaho Code. A charter school operates as a nonprofit, publicly funded, nonsectarian school in one of three ways:

1. as a school within a district, if authorized by the local board of trustees of a school district ~~(LEA)~~;
2. as a school authorized by ~~the~~ a district, but operating as a separate LEA; or
3. as its own LEA, if authorized by the Idaho Public Charter School Commission or ~~a~~ an Idaho college or university.

A charter school is bound by the conditions of its charter~~,~~ and all applicable state and federal laws ~~law~~.

B. The Rights of Charter School Students and Their Parents

A charter school student is a public school student. Students with disabilities who attend charter schools, and their parents, have all ~~of~~ the same rights granted to students who attend other public schools. These rights are provided under the IDEA~~:~~; the Elementary and Secondary Education Act (ESEA); the Every Student Succeeds Act (ESSA); Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act (ADA); and the Family Education Rights and Privacy Act (FERPA). Idaho law specifically states that charter schools cannot discriminate against any student on any basis prohibited by federal or state constitutions or any federal, state, or local law.

1. Charter schools must have open enrollment policies that ~~includes~~ include:
    a. giving all students an equal opportunity to attend;
    b. being open and accessible to all students, including students with disabilities; and

c. admitting students on the basis of a lottery if more students apply for admission than can be accommodated.

2. A charter school shall not adopt an admission standard, policy or procedure or any other criteria for continued enrollment, attendance, or participation that would have the effect of prohibiting or discouraging a student with a disability from enrolling, ~~or~~ attending, or continuing to attend; or have the effect of prohibiting or discouraging a parent of a student with a disability from enrolling ~~his or her child~~ a student in the charter school by:

   a. establishing an examination or other academic criteria for admission;

   b. requiring any activity in which the school is unwilling to accommodate or adapt its curriculum or academic standards to meet the needs of the student with a disability; and/or

   c. ~~requiring any activity in which the school suggests~~ implicitly or explicitly suggesting that another ~~school district~~ LEA would be a better placement or more capable of providing special education services or delivering ~~education~~ instruction (commonly referred to as "counseling out").

   d. suggesting that the behavioral or instructional philosophy or approach, curriculum, or instructional design of the charter may not meet the needs of a student with a disability. This includes but is not limited to suggestions that the academic rigor of the curriculum is not appropriate for students with disabilities or for a particular student with a disability.

3. Every LEA is required to provide a continuum of educational services and supports sufficient to meet the needs of students with disabilities. LEAs shall not indicate to parents that certain services are not available or are substandard when compared to offerings of other LEAs.

4. A charter school must provide every student with a disability a Free and Appropriate Public Education (FAPE), which shall include appropriate special education services starting the first day of school or upon the first day the student enrolls and begins attending school.

Under Idaho state law, the charter of an authorized charter school shall outline ~~outlines~~ specific mission statements, policies, and procedures, and the manner by which special education services will be provided.

Section 2. Responsibility for Services

A. Charter School Authorized by the District and Not Operating as a Separate ~~an~~ LEA ~~(See definition in Section 1.A.1)~~

The district is ultimately responsible to ensure that the requirements of the IDEA are met with respect to students attending charter schools authorized by the district. A charter school's

compliance with the IDEA, Part B, is required regardless of whether the charter school receives any Part B funds.

1. To ensure that a charter school authorized by the district meets the IDEA requirements, the district shall ensure services to students with disabilities attending the charter schools are provided in the same manner as the district serves students with disabilities in ~~its'~~ its other schools, including providing supplementary and related services ~~onsite~~ on site at the charter school to the same extent to which the district has a policy or practice of providing such services ~~on the site~~ on site to ~~its'~~ its other public schools.

2. The district shall have information on file with the ~~State Department of Education (SDE)~~ Idaho Department of Education that demonstrates that students with disabilities who attend charter schools authorized by the district will receive special education and related services from either the district or the charter school (or a combination of both).

3. The district will ensure that its charter schools participate in all monitoring activities conducted by the Idaho Department of Education ~~SDE.~~

4. The district shall provide Part B funds and comparable services to the charter school authorized by ~~within~~ the district on the same basis as it provides such funds to other public schools within the district.

B. Charter School Operating as ~~an~~ its Own LEA ~~(See definition in Section 1.A.2)~~

Charter schools authorized by the Idaho Public Charter School Commission, or an Idaho college or university, are automatically LEAs. Some charters are authorized by school districts but operate as a separate LEA. A charter school LEA, whether virtual, ~~or~~ brick-and-mortar, or a combination thereof, ~~has an obligation to~~ shall accept, enroll, and appropriately serve students with disabilities and is solely responsible to ensure that the requirements of the IDEA are met with respect to students enrolled. Compliance with the IDEA, Part B, is required regardless of whether the public charter school receives any Part B funds. A charter school LEA shall~~:~~ participate fully in all monitoring activities conducted by the ~~SDE~~ Idaho Department of Education.

~~1. participate in all monitoring activities conducted by the SDE and,~~

~~2. in its first year of operation, participate in an onsite technical assistance visit by an SDE special education team to ensure that the essential components of special education program are in place.~~

Section 3. Charter Schools and Dual Enrollment

Under Section 33-204, Idaho Code, parents of public charter school students "shall be allowed to enroll the student in a public school for dual enrollment purposes." Special education services (specially designed instruction and related services calculated to meet the unique needs of a student with a disability) shall be the obligation of the public charter school. The LEA ~~district~~ shall allow public charter school students who are eligible for special education and who are

otherwise qualified to participate in school programs under the dual enrollment law to:

1. enroll in general education courses under the same criteria and conditions as students without disabilities; and

2. continue to access FAPE as outlined in the IEP developed by the public charter school, including receiving accommodations in the general education courses in which they are enrolled. ~~receive accommodations in the general education courses for which they are enrolled on a 504 plan, if needed.~~

Public charter school students may not dually enroll solely for special education services. When appropriate, the ~~The~~ Board of Directors/Trustees of the public charter school and the traditional school district in which the student is dually enrolled should enter into an agreement such as a Memorandum of Understanding (MOU) outlining the responsibilities of each school in implementing the student's IEP.

~~For detailed requirements and responsibilities governing dual enrollment of charter school students, see Section 33-203, Idaho Code.~~

Section 4. ~~Funding~~ New Charter Verification

In the first year of operation, all newly established charter schools shall undergo a special education verification process, which may include one or more onsite visits, to ensure the establishment of essential components of a compliant special education program. Designated personnel from the Idaho Department of Education will extend support to the charter school in fulfilling the requirements of the new charter verification process which shall encompass the following:

1. timely completion of the new charter verification form;
2. evidence to support the substantive components of the new charter verification form including such items as facilities, personnel, curriculum, student discipline, and relevant IDEA and Section 504 policies, practices, and procedures;
3. an in-person or virtual site visit from the Idaho Department of Education; and
4. ongoing technical assistance and continued oversight if the essential components of a compliant special education program are not implemented.

It is important to note that the allocation of the charter school's IDEA grant funds is contingent upon the successful completion and verification of all components of the new charter verification form and the associated site visit.

Upon successful verification, the Idaho Department of Education will issue written confirmation to the newly established charter school regarding the successful completion of the new charter verification form. Based on the outcome of the verification process, the Department reserves the right to mandate further reviews in subsequent years of the charter school's operation.

Section 5. Funding

A. State Funds

The ~~SDE~~ Idaho Department of Education will make apportionment payments (from state general funds) to each charter school based on attendance ~~figures~~. The ~~SDE~~ Idaho Department of Education will pay state funds directly to charter schools operating as their own LEA using the funding formula described in state law. A charter school authorized by a district but not operating as its own LEA will receive state funds through their authorizing district. A charter school may also be eligible for the following funds:

1. state funds for special education students who live in licensed group, foster, or personal care services homes under the provision of Section 33-1002B, Idaho Code;

2. district-to-agency contract funds under a provision of Section 33-2004, Idaho Code;

3. funds to serve high numbers of students with ~~emotional behavioral disorder~~ serious emotional disturbance under Section 33-2005, Idaho Code; and

4. state enhancement funding sources.

B. Federal Funds

The ~~SDE~~ Idaho Department of Education disburses federal flow-through funds to all authorized ~~local education agencies (~~LEAs~~)~~.

1. Charter School Authorized by the District and Not Operating as a Separate LEA ~~(See definition in Section 1.A.1) Charter School as Part of a District (not an independent LEA)~~

The district provides funds under Part B to those charter schools that are part of the district on the same basis as the district provides funds and comparable services to the other public schools. This includes proportional distribution based on relative enrollment of students with disabilities. This distribution is made at the same time as the district distributes funds to their other public schools and must be consistent with Idaho's charter school law. The individual school's approved charter will identify whether the district will provide funding or services of comparable value.

a. The amount of funds or comparable services will generally be equal to the per student amount the district is allocated from the ~~SDE~~ Idaho Department of Education in the current year multiplied by the charter school's Child Count from the previous school year.

b. Under certain circumstances the district shall allocate Part B funds to an eligible charter school based on the number of special education students enrolled and served in the current school year.

1) The district will allocate funds to a charter school within five (5) months of opening or significantly expanding its enrollment if the charter school notifies the district at least 120 calendar days before it

opens or significantly expands its enrollment due to a significant event that is unlikely to occur on a regular basis (such as the addition of one or more grades or educational programs in major curriculum areas), and it takes place before ~~the first Friday in February~~ February 1 of an academic year.

2) When these conditions are met, the district will allocate funds to the charter school as follows:

i. If the opening or expansion occurs prior to ~~the first Friday in~~ November 1, the charter school will be allocated funds in the current school year based on the current school year's Child Count.

ii. If the opening or expansion occurs after ~~the first Friday in~~ November 1 but before ~~the first Friday in~~ February 1, the charter school will be allocated a pro-rata share of funds in the current school year based on the number of enrolled special education students with active IEPs 30 days after the opening or expansion. The pro-rata share will be the number of days the charter school will be open or expanded, divided by the number of days in the school year, multiplied by the number of special education students.

3) If the opening or expansion occurs on or after ~~the first Friday in~~ February 1, the charter school will be allocated funds in the following school year based on the following school year's Child Count.

c. For school districts that have authorized a virtual charter school and the charter school's students are enrolled in the district but live outside the district's geographical ~~district~~ boundaries and receive education outside the district, the ~~SDE~~ Idaho Department of Education will determine the district's Part B funding in the following way:

1) The calculation of the district's allocation will be made exclusive of the charter school's enrollment and special education enrollment (student count).

2) After calculating the allocations for all districts using the federal funding formula and the distribution formula for any supplemental award, the ~~SDE~~ Idaho Department of Education will determine any base allocation adjustments. ~~the statewide average per-student allocation.~~

3) When a base payment adjustment is required as described by 34 CFR §§300.705(b)(2) and 300.816(b), an SEA must redistribute the base payments among the affected LEAs. The Idaho Department of Education calculates each affected LEA's base payment adjustment separately. For each Transferring LEA, the method calculates the amount of the base payment that must be redistributed to the Assuming LEA. The amount of

the adjustment is based on the number of students with disabilities for whom responsibility changes due to the circumstance. ~~The SDE will add to the district's base allocation an amount equal to the statewide average per-student allocation times the number of students with disabilities enrolled in and determined to be eligible for and receiving special education services.~~

2. Charter School Operating as its Own ~~an~~ LEA

Public charter schools that are LEAs are responsible for adopting and implementing approved policies and procedures for special education and providing an assurance that funds will be used in accordance with Part B allowable uses.

a. Under 34 CFR § 76.792, the Idaho Department of Education must allocate funds to eligible charter school LEAs. In order to obtain funding for the first year of operations, the LEA must submit an estimate of opening enrollment and low-income population to the Idaho Department of Education to be used towards an initial allocation. To qualify under I.C. 33-5207(7) and 34 CFR § 76.788, the LEA must provide the Idaho Department of Education with written notification at least 120 days before the date a charter school LEA is scheduled to open or significantly expand its enrollment. The Idaho Department of Education will allocate funds to a charter school within five (5) months of opening or significantly expanding its enrollment if the charter school notifies the SEA at least 120 calendar days before it opens as required under 34 CFR §76.793.

b. In the second and subsequent years of operation, ~~Charter School~~ charter school LEAs will be allocated Part B funds in the same manner as all ~~school districts~~ LEAs, in accordance with the federally prescribed funding formula for the distribution of flow through funds. The funding formula that the SEA is required to use in calculating these subawards is outlined in 34 CFR §300.705.

c. Once all site verification requirements have been met as outlined in section 4, the LEA will receive a site verification approval notification. The IDEA Part B application shall then be reviewed for approval, at which time the charter LEA may access the IDEA Part B funds for the reimbursement of special education activities.

~~d. The policy for providing federal special education funds to new charter LEAs in the first year of operation, as required by federal regulation, includes the following steps:~~

~~1) The LEA submits its Child Count as required by IDEA.~~

~~2) An SDE Special Education Monitoring Team visits the new LEA to review the files of the students reported on the Child Count.~~

~~3) The monitoring team determines the number of students meeting all eligibility requirements and receiving appropriate special education and~~

~~related services.~~

~~4) Based upon the number of students determined to be eligible, amounts of Part B funds for allocated to the charter LEA are calculated as follows:~~

~~i. The statewide average per-student amount of Part B funding in the current year is determined.~~

~~ii. That amount is multiplied by the number of students who meet all eligibility requirements and are receiving appropriate special education services to determine the total allocation.~~

~~5) The charter LEA then shall complete the Part B application documents. These include:~~

~~i. Assurances, Checklists, and Policies and Procedures Adoption~~

~~ii. Maintenance of Effort Assurance~~

~~iii. IDEA Part B Budget Form~~

~~6) Once the application is submitted and approved, the charter LEA may begin drawing down these funds for the approved special education purposes.~~

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CHAPTER 9: PRIVATE SCHOOL STUDENTS

~~Note: For the purposes of this Manual, the term "private school student" is the same as a "nonpublic school student." A homeschool student is not considered a private school student. A student who is enrolled in a virtual public school is not considered a homeschooled student for the duration that they attend that virtual public school.~~ In Idaho, private school students and homeschool students are both types of "nonpublic school students." For the purpose of this chapter, "nonpublic school student" refers to private school students.

The IDEA and state law ~~IDAPA~~ include the following:

1. statutory and regulatory language, which states that students who are voluntarily enrolled in private schools are not entitled to all of the same services, including the right to a free appropriate public education (FAPE), as public school students;
2. ~~district~~ LEA responsibilities for special education students under Idaho's dual enrollment law; and
3. the ~~legal~~ procedural requirements that ~~come into play~~ apply when a parent unilaterally enrolls his or her child in a private school and asks the ~~district~~ LEA for reimbursement of these costs.

Section 1. Definitions of Private School Placements

In order to describe the ~~district's~~ LEA's responsibilities for serving private school students, it is helpful to distinguish three separate ways that students are placed in private schools. These are defined by who enrolls or places the student in a private school and why.

A. Definition of Voluntary Enrollment by a Parent

A parent may choose to enroll his or her child in a private school for a variety of personal reasons, such as to obtain a religious education~~,~~ or to attend a school with a particular philosophy or curriculum~~, or because the parent is dissatisfied with the services offered or provided by the district~~. This is considered a voluntary enrollment.

See Section 2 and Section 4 of this chapter for ~~district~~ LEA responsibilities.

Note: The IDEA distinguishes between for-profit and nonprofit private schools. If a student is placed in a for-profit private school by their parents, the service plan provisions do not apply.

B. Definition of ~~District~~ LEA Placement

At times, the ~~district~~ LEA may place a student in a private school or facility to fulfill its obligation to provide FAPE. These placements are always made by an individualized education program (IEP) team in accordance with the requirements of Section 3 of this chapter.

C. Definition of Unilateral Placement by Parents when FAPE is an Issue

A parent may enroll a student in a private school or ~~provide~~ seek services from a private provider at parental expense. The parent may initiate a due process hearing to seek reimbursement for the

costs associated with the placement from the ~~district~~ LEA. All students who are placed by a parent when FAPE is an issue are also voluntarily enrolled in a private school. Specific information regarding a parent's request for reimbursement of costs of student enrollment in a private school in this situation is included in Section 5 of this chapter.

Section 2. Students Voluntarily Enrolled by Parents

A. ~~District~~ LEA Consultation with Private School Representatives (may be done in coordination with Title 1 requirements for consultation)

To ensure timely and meaningful consultation and prior to the final submission of the IDEA Part B application, an ~~district~~ LEA will consult with private nonprofit elementary and secondary school representatives and representatives of parents of parentally-placed private school students with disabilities during the design and development of special education and related services for the students. The consultation process shall include:

1. Child Find: The ~~Child Find~~ child find process and how parentally-placed private school ~~children~~ students suspected of having a disability can participate equitably, including how parents, teachers, and private school officials will be informed of the process.
2. Proportionate Share of Funds: The determination of the proportionate amount of federal special education funds available to serve parentally-placed private school ~~children~~ students with disabilities ~~under this subparagraph~~, including the determination of how the amount was calculated. Refer to Section 2G of this chapter for information regarding the calculation of the proportionate share of funds.
3. Determination of Special Education and Related Services: Given the amount of funds to be dedicated by the ~~district~~ LEA, the discussion will include the consideration of how, where, and by whom special education and related services will be provided for parentally-placed private school students with disabilities, including a discussion of:
    a. types of services, including direct services and alternate service delivery mechanisms;
    b. how such services will be apportioned if funds are insufficient to serve all parentally-placed private school students; and
    c. how and when these decisions will be made.~~; and~~
    ~~d. how the provided services will be evaluated.~~
4. Ongoing Communication: Clarify how the private school and ~~district~~ LEA will operate throughout the school year to ensure that parentally placed private school students with disabilities identified through the ~~Child Find~~ child find process can meaningfully participate in special education and related services. Annual consultation is not required to make these decisions. The ~~district~~ LEA determines the period between consultations based on changing circumstances within the ~~district~~ LEA, such as significant changes in the total amount of funds to be expended and/or the number and location of private school students with disabilities.
5. Written Affirmation: When timely and meaningful consultation has occurred:
    a. the ~~district~~ LEA will obtain a written affirmation signed by the representatives of participating private schools;

b. if the representatives do not provide the affirmation within a reasonable period of time the ~~district~~ LEA will document ~~forward the documentation of~~ the consultation process and keep the documentation on file. ~~to the State Department of Education (SDE).~~

6. ~~District~~ LEA Decisions: Following consultation with the private school representatives, the ~~district~~ LEA will make final decisions concerning items a-~~d~~c addressed above in number 3.

7. Written Explanation by the ~~District~~ LEA Regarding Services: If the ~~district~~ LEA disagrees with the views of the private school officials on the provision of services or the types of services, whether provided directly or through a contract, the ~~district~~ LEA will provide to the private school officials a written explanation of the reasons for the decision ~~why the district chose not to provide services directly or through a contract~~.

B. Compliance with Consultation Process

1. General Compliance: A private school official has the right to submit a complaint to the Idaho Department of Education ~~SDE~~ that the ~~district~~ LEA:

a. did not engage in consultation that was meaningful and timely; or

b. did not give due consideration to the views of the private school official.

2. Procedure for Complaint

a. If the private school official wishes to submit a complaint, the official will provide the basis of the noncompliance ~~complaint~~ by the ~~district~~ LEA with the applicable private school provisions to the Idaho Department of Education ~~SDE~~ consistent with the procedures provided in Chapter 13.

b. In response, the ~~district will~~ LEA must forward the appropriate documentation to the Idaho Department of Education ~~SDE~~.

c. The Idaho Department of Education ~~SDE~~ will render a written decision determining whether the ~~district~~ LEA complied with the consultation process requirements and provide the decision to the ~~district~~ LEA and private school official.

d. If the private school official is dissatisfied with the decision of the Idaho Department of Education ~~SDE~~, the official may submit a complaint to the Secretary of the US Department of Education by providing the information on noncompliance ~~basis of the complaint against~~ by the LEA to the Secretary, and the Idaho Department of Education ~~SDE~~ will forward the appropriate documentation to the Secretary.

C. Child Find Requirements

The ~~district~~ LEA shall have an ongoing ~~Child Find~~ child find system to locate, identify, and evaluate all students with disabilities ages three (3) through the day before the student's twenty-second (22nd) birthday ~~twenty-one (21)~~ who are enrolled by their parents in private schools

located within ~~are educated within~~ the ~~district's~~ LEA's geographical boundaries. This includes students who have been placed by a parent in a private nonprofit elementary or secondary school (including a religious school) located in the ~~district~~ LEA's geographical boundaries regardless of the student's parents' state or local residency. The LEA of residence would have child find responsibilities for students placed in for-profit schools and for children aged three (3) to five (5).

~~Note:~~ Parents can also ask the ~~district~~ LEA of residence (assuming it is different than the ~~district~~ LEA where the private school is located) to evaluate their student. ~~Both districts would have Child Find child find responsibilities and cannot share information between the districts without written parental consent. The district of residence would have Child Find responsibilities for students placed in for-profit schools and for children aged three (3) to five (5).~~ Both LEAs are required to conduct an evaluation if requested to do so by the parent and if the LEA suspects the student has a disability under IDEA, because these evaluations are conducted for different purposes.

1. If the parent requests the LEA of the student's residence to conduct an evaluation for purposes of making FAPE available to the student, that LEA must conduct the evaluation.

2. If the parent requests the LEA where the private school is located to conduct an evaluation for purposes of determining whether the student may be eligible for equitable services through a Services Plan, that LEA must conduct the evaluation.

The ~~Child Find~~ child find process will be designed to encompass the following:

1. The ~~Child Find~~ child find process will ensure the equitable participation of parentally-placed private school ~~and homeschool~~ students with disabilities.

2. Child Find activities for private school students will be similar to ~~Child Find~~ child find activities for public school students, which include the evaluation process within the same ~~comparable~~ timelines.

3. The ~~district~~ LEA will consult with private school representatives and representatives of parents who place their children in private schools regarding the ~~Child Find~~ child find procedures.

Note: The cost of ~~Child Find~~ child find is not counted toward the pro-rated proportionate share that the ~~district~~ LEA must spend on services for parentally-placed private school students.

D. Annual Count of Parentally-Placed Private School ~~Eligible~~ Students

The ~~district~~ LEA shall conduct an annual count of eligible students and report to the Idaho ~~State~~ Department of Education the number of private school ~~children~~ students evaluated, the number found eligible and the number who are provided with special education services. Students aged three (3) to five (5) must have their special education services identified on an IEP or a ~~Service~~ Services Plan. This count will be used to determine the amount of funds the ~~district~~ LEA shall

expend providing special education and related services to private school students in the next school year ~~(see Section 2E)~~. The ~~district~~ LEA will consult with representatives of private school students to determine how to conduct the count.

See Section 2G of this chapter for information about the amount of funds to be expended based on the annual count.

E. Provision of Equitable Services

Provision of equitable services applies to all eligible students who are enrolled by their parents in ~~attend~~ non-profit private elementary and secondary schools within the ~~district's~~ LEA's geographical boundaries regardless of where they reside. Parentally placed private school students with disabilities do not have an individual right to receive some or all of the special education and related services that the student would receive if enrolled in a public school. Equitable services ~~Services~~ offered to parentally-placed private school students are determined through the ~~district~~ LEA and private school consultation process and are documented in a Services Plan.

1. ~~District Responsibilities~~ Equitable Services
   a. Private school students with disabilities may receive a different amount of services than public students with disabilities; they are not entitled to every service or the amount of service that they would receive if enrolled in public school. This means that it is possible for a private school student to receive only a related service or piece of equipment.
   b. Special education and related services provided to parentally-placed private school students with disabilities, including materials and equipment, will be secular, neutral, and non-ideological.
   ~~c. The district is required to offer FAPE to private school students who reside in their district , including when the student attends a private school outside of the district boundaries. Unless the parent makes clear their intention to keep their child in the private school, the district of residence must develop an IEP.~~
   c. Services may be provided at a public school building, in a virtual environment, or at another agreed-upon site (including parochial schools to the extent consistent with the law) determined by the ~~district~~ LEA in consultation with appropriate representatives of private school students.
   d. Services provided to private school students with disabilities must be provided by personnel meeting the same standards as personnel providing services in the public schools.
2. Eligibility for Services

   If an evaluation team determines that a student qualifies for ~~needs~~ special education and related services:

   a. When a student is determined to be eligible for special education and related services, the LEA in which the student resides must develop an IEP that outlines FAPE for the

student so that the parent can make an informed decision regarding enrollment in the public LEA or remaining enrolled in the private school. This LEA may not require that the student enroll in the public school before an offer of FAPE is made.

1) If a parent is unsure of their intention to accept an offer of FAPE and enroll the student in public school or remain enrolled in the private school, the LEA of residence is required to develop an IEP that offers the student FAPE, to be implemented upon the student's enrollment in the LEA. The ~~district~~ LEA has no obligation to implement the IEP unless the student enrolls in the public school.

2) If a parent makes clear their intention to keep their child in the private school, the LEA of residence is not required to develop an IEP that offers the student FAPE.

~~a. The district of residence shall offer to make FAPE available upon enrollment in a district public school. The district of residence must develop an IEP for the student who is parentally placed in private school unless the parent makes clear an intent not to consider public school enrollment. The district has no obligation to implement that IEP unless the student enrolls in the public school.~~

b. If the parent chooses not to enroll the student in the ~~district~~ LEA of residence and designated funds are available in the ~~district~~ LEA in which the private school is located, a meeting will be held to develop a Services Plan ~~(SP)~~. The meeting will include a representative of the private school to develop a Services Plan ~~SP~~. The Services Plan ~~SP~~ is developed by the same members that would constitute an ~~the~~ IEP team.

c. Any services the ~~district~~ LEA provides to a private school student shall be in accordance with the student's Services Plan ~~an~~ ~~SP~~.

3. ~~Service~~ Services Plan ~~(SP)~~ Development

The Services Plan ~~SP~~ shall describe the specific special education and related services that will be provided to the student in light of the determinations that have been made by the ~~district~~ LEA. There is no individual right to special education and related services. To the extent appropriate, the ~~district~~ LEA shall initiate and conduct meetings to develop, review, and revise Services Plans ~~SPs~~ in accordance with the following requirements:

a. Given the services that the ~~district~~ LEA has elected to provide to private school students, the Services Plan ~~SP~~ must meet the requirements of the IEP to the extent appropriate ~~(see Chapter 5)~~. The Services Plan ~~SP~~ excludes sections pertaining to:

1) early childhood outcomes;

2) extended school year (ESY) services;

3) participation in statewide and district-wide assessments;

4) placement determination (least restrictive environment);

5) Child Count federal report settings; and

6) elements that, although typical for an IEP, would be inappropriate given the

services the ~~district~~ LEA has elected to provide.

b. ~~An~~ A Services Plan ~~SP~~ shall be in effect at the beginning of each school year and accessible to each person responsible for its implementation.

c. Meetings shall be held to review and revise Services Plans ~~SPs~~ at least annually to address any lack of student progress toward goals and in the general education curriculum.

d. The Services Plan ~~SP~~ team members include the same members as an IEP team. The ~~district~~ LEA will ensure that a representative of the private school attends these meetings or participates by some other means.

e. A parent shall be invited to Services Plan ~~SP~~ meetings at a mutually agreed upon date and time. The invitation must indicate the purpose, time, and location of the meeting. The parent shall be informed that he or she may bring other persons knowledgeable about the student to the meeting. A copy of the Services Plan ~~SP~~ will be given to the parent.

f. The team developing the Services Plan ~~SP~~ will consider the student's strengths and results of the most recent evaluations. The private school general education teacher should participate in the development, review, and revision of the Services Plan ~~SP~~.

g. If necessary for a private school student to benefit from or participate in the services the ~~district~~ LEA has elected to provide, the ~~district~~ LEA shall provide transportation from the student's school or home to the site where services will be provided. The ~~district~~ LEA shall take the student back to either the private school or the home, depending on the timing of the services. ~~In this sense, transportation is not a related service but a means of making the services offered accessible.~~ Transportation costs may be included in the ~~district's~~ LEA's expenditure requirement. The ~~district~~ LEA is not required to transport the student from home to the private school.

F. Dispute Resolution

Due process hearings are available to parents of private school students only on the issue of ~~Child Find~~ child find and evaluation. Parents may challenge decisions regarding the provision of services by filing a state complaint with the ~~SDE~~ Idaho Department of Education.

~~(~~See Chapter 13 for more information on dispute resolution options.~~)~~

G. Determining the Proportionate Funding for Private School Students

IDEA requires ~~school districts~~ LEAs to dedicate at least a proportionate share of funds received under Part B to provide services for parentally-placed students with disabilities who attend private schools within the geographical boundaries of the ~~district~~ LEA, regardless of their place of residence. To determine this proportionate amount, the ~~district~~ LEA shall first determine the number of these private school students through the ~~Child Find~~ child find activities developed in the consultation process with private school representatives.

The number of parentally-placed private school students is divided by the total (public and

private) number of students with disabilities in the ~~district~~ LEA to arrive at the percentage of private school students with disabilities. This percentage is then applied to the total funding received by the ~~district~~ LEA under Part B grants Section 611 (ages three (3) ~~to~~ through the day before a student's twenty-second (22) birthday ~~twenty-one (21)~~ and Section 619 (ages three (3) to five (5) to determine the ~~district's~~ LEA's obligation.

Example for the XYZ LEA ~~School District~~:

a. The number of parentally placed private school ~~children~~ students within the ~~district~~ LEA on December 1, ~~2017~~ 2023: **10**

b. The number of public school ~~children~~ students with disabilities on December 1, ~~2017~~ 2023: **90**

c. Percentage of private school ~~children~~ students with disabilities: A divided by A+B = **10%**

d. Total Part B funds allocated for school year 2024-2025 ~~2017-2018~~: **$150,000**

e. Amount the ~~district~~ LEA shall spend on providing special education and related services to parentally placed private school students in 2024-2025 ~~2017-2018~~: C x D = **$15,000**

1. State and local funds may supplement but may not supplant the proportionate amount of federal funds required to be expended for parentally placed private school ~~children~~ students with disabilities.

2. The costs of private school consultations and of carrying out ~~Child Find~~ child find activities may not be paid from the proportionate share of funds.

3. The cost of any special education or related service, such as direct service, consultation as a service, equipment, materials, or transportation, may be used to determine that the ~~district~~ LEA has satisfied its expenditure requirement for private school students with disabilities.

4. If all proportionate funds set aside for private school students in a given fiscal year are not expended in that year they shall be carried forward into the next year for the purpose of providing equitable services.

H. Expenditure Requirements ~~Guidelines~~

1. The ~~district~~ LEA may place equipment and supplies that are purchased with Part B funds in a private school for a period of time needed for a program for eligible students with disabilities; however, the ~~district~~ LEA shall:

   a. retain title and exercise continuing administrative control over all equipment and supplies;

   b. ensure that all equipment and supplies are used only for Part B purposes;

c. remove equipment and supplies from a private school if no longer needed;

d. ensure that all equipment and supplies can be removed without remodeling the private school; and

e. remove equipment and supplies if necessary to prevent unauthorized use.

2. The ~~district~~ LEA may use Part B funds to pay an employee of a private school to provide services to students with disabilities when the employee performs the services:

   a. outside of his or her regular hours of duty; and

   b. under public supervision and control.

3. Part B funds shall not be used to:

   a. finance the existing level of instruction in the private school or otherwise benefit the private school;

   b. meet the needs of the private school; or

   c. meet the general needs of students enrolled in the private school.

4. Part B funds shall not be used for repairs, remodeling, or construction of private school facilities.

5. If it is possible for classes to include students enrolled in both public and private schools, then the classes must not be organized separately on the basis of school enrollment or religion.

~~6. The district shall not appropriate any funds to private schools controlled by any church, sectarian, or religious denomination.~~

Section 3. Students Placed by the ~~District~~ LEA

When the ~~district~~ LEA places a student with a disability in a private school or facility, as a means of providing special education services through the IEP team process, the ~~district~~ LEA shall ensure the following:

1. All special education procedures and timelines are followed.

2. Special education and related services are provided in accordance with an IEP.

3. A representative of the private school or facility attends or participates in the meeting to develop the IEP. If the representative cannot attend other measures such as conference telephone calls will be used to ensure participation.

4. The responsibility for reviewing and revising IEPs remain with the ~~district~~ LEA.

5. Services are provided at no cost to the parent, including reimbursement to the parent for transportation and other costs associated with participation at an IEP team meeting conducted in a geographical area outside the jurisdiction of the ~~district~~ LEA.

6. The placement in the private school or facility is the least restrictive environment for that student.

7. The student is provided an education that meets state and district standards.

8. The student will participate in required statewide assessments.

9. The student is afforded the same rights as students with disabilities who attend public schools.

10. The parent is afforded the same rights as parents of students attending public schools.

In accordance with federal and state law, the ~~SDE~~ Idaho Department of Education shall approve special education programs in private schools and facilities. The ~~district~~ LEA shall ensure a program is approved prior to placing a student in that school or facility.

At the discretion of the ~~district~~ LEA, once a student with a disability enters a private school or facility, meetings to review and revise the IEP may be initiated and conducted by the private school or facility. If the private school conducts a meeting, the ~~district~~ LEA shall ensure that the parent and an ~~district~~ LEA representative are involved in and agree to any proposed changes in the IEP before the changes are implemented.

Section ~~5~~ 4. Unilateral Placement of Student by Parents when FAPE is an Issue

A. General Provisions for Reimbursement to the Parent

1. The ~~district~~ LEA is required to make FAPE available to all eligible students with disabilities. If parents do not access FAPE, then the ~~district~~ LEA is required to make provisions for private school students to receive Part B services consistent with Section 2E of this chapter.

2. The ~~district~~ LEA is not required to pay for costs of tuition, special education, or related services and associated costs at a private school or facility for a student who was unilaterally placed there by a parent if the ~~district~~ LEA made FAPE available to the student in a timely manner. If a parent disagrees with the availability of FAPE and there is a question about financial responsibility, the parent may request a due process hearing.

3. If the parent of a student with a disability enrolls the student in a private elementary or secondary school, without the consent of or referral by the ~~district~~ LEA, a court or hearing officer may order the ~~district~~ LEA to reimburse the parent for the costs of unilaterally placing the student in a private school if the court or a hearing officer determines that:

   a. the ~~district~~ LEA had not made FAPE available to the eligible student in a timely manner prior to the time the parent enrolled the student in the private school; and

b. the ~~parent's~~ student's placement in the private school is appropriate.

4. A hearing officer may find a student's placement in a private school or facility by a parent appropriate even if the private school or facility does not meet state standards. A private school will be deemed appropriate if the parent demonstrates that the private placement provides educational instruction specially designed to meet the unique needs of the ~~child~~ student with a disability, supported by such services as are necessary to permit the ~~child~~ student to benefit from that instruction.

B. Denial or Reduction of Reimbursement to the Parent

A court or hearing officer may reduce or deny reimbursement to a parent for the cost of a unilateral placement in a private school or facility under the following circumstances:

1. The parent did not inform the ~~district~~ LEA that he or she rejected the placement proposed by the ~~district~~ LEA to provide FAPE and did not state his or her concerns and intent to enroll the student in a private school. This notification by the parent shall be provided to:

    a. the IEP team at the most recent IEP team meeting prior to removing the student from the public school; or

    b. the ~~district~~ LEA, in writing, at least ten (10) business days (including any holidays that occur on a business day) prior to removing the student from public school.

2. Prior to removal of the student from the public school, the ~~district~~ LEA informed the parent of its intent to evaluate the student (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parent did not make the student available for the evaluation.

3. A judicial decision finds unreasonableness with respect to the actions taken by the parent.

Reimbursement shall not be reduced or denied under any of the following circumstances:

1. The ~~district~~ LEA did not notify the parent of his or her obligation to notify the LEA prior to unilaterally placing the student in the private school ~~provide the notice set forth in number 3 above~~ or the ~~district~~ LEA prevented the parent from providing that notice.

~~2. The parent had not received written notice.~~

2. The ~~district's~~ LEA's proposed placement would likely result in physical harm to the student.

Reimbursement may not be reduced or denied at the discretion of a court or hearing officer for failure to provide this notice if:

1. The parents are not literate or cannot write in English, or

2. The ~~district's~~ LEA's proposed placement would likely result in serious emotional harm to

the student.

Section ~~4~~ 5. Dual Enrollment of Private School Students by Parents

According to Idaho Code, parents of private school students "shall be allowed to enroll the student in a public school for dual enrollment purposes." Private school students who are dually enrolled are considered to be nonpublic school students. The ~~district~~ LEA shall allow private school students who are eligible for special education and who are otherwise qualified to participate in school programs under the dual enrollment law to:

1. enroll in general education courses under the same criteria and conditions as students without disabilities; and

2. receive accommodations in the general education courses for which they are enrolled on a Section 504 Plan, if needed.

Private school students may not dually enroll solely for special education and/or related services. The dual enrollment statute does not establish an entitlement to FAPE for a student with a disability. This means that there is no individual right to receive some or all special education services that the student would receive if enrolled in public school.

The reporting of attendance for private school students in the ~~district~~ LEA is allowed under dual enrollment. The Idaho Department of Education's Public School Finance Department's procedures will be followed to calculate the funding for dually enrolled students. ~~If a student attends at least 2.5 hours per week without rounding hours, he or she shall be included in the weekly aggregate attendance. The average daily attendance (A.D.A.) is computed as .5 if the aggregate weekly hours are 2.5 or greater but less than 4.0 hours. When there are 4.0 hours or greater, divide by 4 to get the A.D.A.~~

Dually enrolled private school students could also be eligible to receive services that have been agreed upon through the ~~district~~ LEA and private school consultation process. These services would be delivered through a ~~SP~~ Services Plan.

Section 6. Out-of-State Students Residing in Residential Facilities

For school-age special education students from outside the state of Idaho who, due to the nature and severity of their disabilities, are residing in licensed public or private residential facilities within the state of Idaho, the ~~school district~~ LEA in which the residential facility is located will provide education services to such students if requested by the licensed public or private residential facility and an agreement is entered into with the residential facility. The ~~district~~ LEA will be given the opportunity to provide input on any federally required education programs or plans for such students.

A. Contract for Education Services

The contract with a residential facility will include the following provisions:

1. The education services to be provided by the ~~district~~ LEA.

2. The amount to be paid by the licensed public or private residential facility to the ~~district~~ LEA.

The amount paid will be equal to the ~~district's~~ LEA's full cost of providing the education services delineated by the contract as determined by the ~~district~~ LEA. Such students will be excluded from all average daily attendance and other reports provided to the state that would result in the distribution of state funding to the ~~district~~ LEA.

In the event a residential facility fails to sign a contract with the ~~district~~ LEA agreeing to pay the full cost for providing education services, the ~~school district~~ LEA in which the residential facility is located will not be responsible for providing education services to the out-of-state students residing in the residential facility.

B. Determining Residency

In determining whether a student is from outside the state of Idaho, the ~~school district~~ LEA in which the residential facility is located will determine the primary residency of the student's parent or guardian. Proof of Idaho residency will be established by showing a current ~~an~~ Idaho motor vehicle driver's license, payment of Idaho state income taxes, utility bill from a primary residence, or other documentation evidencing residency within the state of Idaho.

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CHAPTER 10: HOMESCHOOL STUDENTS

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CHAPTER 10: HOMESCHOOL STUDENTS

In Idaho, private school students and homeschool students are both types of "nonpublic school students." For the purposes of this chapter, "nonpublic school student" refers to a homeschool student. A homeschool student is not enrolled in a private school and is not considered a private school student. A student who is enrolled in a virtual public school or a home learning program through a public school is not considered a homeschooled student for the duration that they attend that virtual public school or home learning program.

A homeschool student does not have an individual right to receive the special education and related services they would receive if enrolled in a public school.

Section 1. Definitions

Homeschool. Homeschool means an education program delivered by parents who have decided to provide instruction in the home and not in a public or private school. A homeschool is a nonpublic school but is not considered a private school. A virtual public school is not a homeschool.

Homeschool Student. A homeschooled student is one whose parents have decided to provide an educational program in the home with instruction provided by the parents. A homeschool student is considered a nonpublic school student but is not considered a private school student. A student who is enrolled in a virtual public school is not considered a homeschooled student for the duration that they attend that virtual public school.

Section 2. District Responsibility

A. Child Find Requirements

The district shall have an ongoing child find system to locate, identify, and evaluate all students with disabilities ages three (3) through the day before their twenty-second (22nd) birthday residing within the district's geographic boundaries. This includes students whose parents/guardians have chosen to homeschool their children.

The child find process will be designed to encompass the following:

1. Child find activities for homeschool students will be similar to child find activities for public school students.

2. The district shall offer to conduct an evaluation of a homeschool student identified through the child find process who may need special education and related services. An evaluation will be conducted only after receiving written parental consent.

See Chapter 3 for more information about child find and Chapter 4 for more information about evaluation procedures.

B. Provision of Special Education Services

Parental Consent for a Special Education Evaluation

If a parent of a child who is homeschooled does not provide written consent for an initial

evaluation or reevaluation, or the parent fails to respond to a request to provide written consent, the district may not use mediation or due process procedures in order to gain consent and the district is not required to consider whether the child is eligible for services.

Eligibility for Services
When a student is determined to be eligible for special education and related services, the district in which the student resides must develop an IEP that outlines FAPE for the student so that the parent can make an informed decision regarding enrollment in the public school district or continuing with homeschooling. This district may not require that the student enroll in the public school before an offer of FAPE is made.

If a parent is unsure of their intention to accept an offer of FAPE and enroll the student in public school or continue with homeschooling, the district of residence is required to develop an IEP that offers the student FAPE, to be implemented upon the student's enrollment in the district. The district has no obligation to implement the IEP unless the student enrolls in the public school.

If a parent makes clear their intention to continue homeschooling their child, the district of residence is not required to develop an IEP that offers the student FAPE.

Withdrawal of Student from LEA
Whenever a parent elects to homeschool their child and withdraws the student from a public school, the LEA shall provide the parent with written notice of the change in the LEA's obligation to provide FAPE to the student and indicate willingness to resume providing services to the student upon reenrollment in the LEA.

C. Dispute Resolution

Due process hearings are available to parents of homeschool students only on the issue of child find and evaluation. Parents may challenge decisions regarding the provision of services by utilizing the state complaint process provided by the Idaho Department of Education.

Section 3. Dual Enrollment of Homeschool Students

Idaho law permits parents of homeschool students to enroll the student in any public school, including a public charter school, for dual enrollment purposes. Homeschool students who are dually enrolled are nonpublic school students. Upon dual enrollment, the LEA shall provide appropriate services to those students who are eligible for special education, and who are otherwise qualified to participate in school programs in the LEA. Such services shall be provided only in the public-school setting.

The reporting of attendance for homeschool students in the district is allowed under dual enrollment. The Idaho Department of Education's Public School Finance Department's procedures will be followed to calculate the funding for dually enrolled students.

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CHAPTER ~~12~~ 11: DISCIPLINE

LEAs are encouraged to address challenging student behavior through tiers of positive behavior support to ensure that all students, including students with disabilities, are proactively taught explicit behavioral expectations. Within the tiered system, the LEA should ensure a consistent system is in place to reinforce and re-teach these expectations or otherwise respond to behavioral errors. If a student with a disability engages in challenging behavior that is physically dangerous or otherwise significantly interferes with the learning of self or others and it cannot be addressed through schoolwide and classroom systems alone, the IEP team shall consider the need for more intensive behavior supports, including but not limited to, an individualized behavior intervention plan (BIP). Note that the most effective behavior plans are developed using data gathered during some form of functional behavior assessment (FBA) process. Behavior interventions, whether initial or revised based on changes in behavioral need, shall be documented in and implemented as part of the IEP.

Students with disabilities who violate the LEA Code of Conduct and are subject to exclusionary disciplinary action are entitled to all due process rights afforded to students *without* disabilities under Section 33-205, Idaho Code and other State and local policies. Exclusionary discipline includes a school's removal of a student from their regular education setting, including but not limited to in/out of school suspension, expulsion, detention, bus removal, removal from extracurriculars, shortened days, informal removals, placement in an alternative location, and other disciplinary responses that remove students from general education instruction, services, or peers. The IDEA provides ***additional*** protection through special discipline procedures for students with a disability when the disability has or will result in a change of the student's placement. Even though Idaho Code allows LEA personnel to "temporarily" suspend students for up to twenty (20) school days, all students with disabilities for whom educational services have ceased for more than ten (10) school days, consecutive or cumulative, in a school year retain the right to FAPE.

This chapter outlines the procedural requirements for the discipline of students with disabilities to ensure that the impact of the disability on the student's behavior is considered when a change of placement may take place as a result of a violation of the code of conduct and to ensure that students with disabilities continue to receive FAPE.

Section 1. Supporting Challenging Behavior

A. Tiered Behavior Supports

Given the negative outcomes associated with, and the disparities in the use of, exclusionary discipline, LEAs should minimize its use. There may be instances when a student's behavior, such as causing physical harm to self or others, warrants temporary exclusionary disciplinary action. Preventing challenging behavior before the need for discipline arises is the most effective way to address problem behavior. A responsive tiered system of supports is a comprehensive *prevention* framework designed to improve developmental, social, emotional, academic, and behavioral outcomes using a continuum of evidence-based strategies and supports. Within a tiered framework, educators implement:

1. universal strategies and supports designed for all students;

2. targeted strategies and supports for students with additional needs; and
3. intensive strategies and supports to meet the specific needs of individual students.

Evidence-based, tiered systems of intervention and behavioral supports use systematic tiered approaches to create positive, predictable school climates that prevent most challenging behavior at the schoolwide and classroom levels. The focus of instruction is to explicitly teach and practice desired, prosocial skills to ensure student access to the general education environment. LEAs should implement intentional, structured systems to reinforce or reteach behaviors. The intensity of interventions should be individualized and tailored to be proportionate to the intensity of behavioral skill deficits.

B. Individualized Behavior Planning

Behavioral challenges in schools are often the result of a mismatch between a student's current skill set and the expectations of the environment.

When behavioral challenges are not sufficiently addressed through schoolwide and classroom interventions and the behavior of a student with a disability significantly impacts the student's learning and/or the learning of others, the IEP team shall determine the extent to which additional services or supports are needed to enable the student to continue to participate in the general education curriculum and to progress towards meeting IEP goals. The team shall consider:

1. preventative, individualized positive behavior supports;
2. a functional behavioral assessment; and/or
3. a behavior intervention plan (BIP) and services designed to address the behavior so that it does not recur.

C. Essential Components of a Functional Behavior Assessment (FBA) and Behavior Intervention Plan (BIP)

Functional Behavior Assessment (FBA). An FBA is not necessarily a specific form or tool. It is a process of analyzing the *function* or purpose of the challenging behavior. An effective FBA includes the following components:

1. A specific, physically observable definition of the prioritized challenging behavior(s);
2. Information gathered from multiple sources including, but not limited to, interview of educational partners/caregivers, review of data collected over multiple days, and direct observation;
3. An analysis of the pattern of the most frequent *antecedents*, or events that precede the behavior;
4. An analysis of the most frequent *consequences*, or events that follow the behavior and most likely are reinforcing or maintaining the challenging behavior; and

5. A culminating summary of the pattern of events preceding and following a behavior which informs its function and drives intervention.

Behavior Intervention Plan (BIP). The purpose of a BIP is to use information about the function of the behavior to *change the behavior patterns* through pre-determined strategies. A BIP is composed of plans to:

1. prevent the challenging behavior;
2. teach to skill deficits by identifying replacement behaviors based on the function of the challenging behavior; and
3. respond effectively to either reinforce desired behaviors or re-teach in response to challenging behaviors.

Note: LEAs are only required to conduct and/or review FBAs and BIPs in certain circumstances, such as when a student is subjected to a disciplinary change of placement. For more information, see Section 3 "Change of Placement" below.

Section 2. Educational Services and Types of Removal

For students with disabilities, free appropriate public education (FAPE) means that educational services cannot cease for more than ten (10) days, consecutive or cumulative, in a school year as a result of removals imposed unilaterally by the LEA. "Unilateral" means that an action was taken outside of the special education process, and the action was not the result of an IEP team decision. In the case of discipline for students with disabilities, unilateral removal from educational services means that the LEA, without the agreement or participation of the IEP team, denies the provision of educational services to a student. This typically happens through some type of exclusionary discipline.

Educational services for a student include:

1. the opportunity to continue to participate appropriately in general education instruction and curriculum;
2. services outlined in the student's IEP; and
3. participation with nondisabled peers to the same extent as the student participates with nondisabled peers in the current placement.

Unilateral removal by the LEA that results in the discontinuation of any one of the three components of educational services is considered a disciplinary removal. There are several types of removal that schools use to address challenging behavior or impose discipline that result in the discontinuation of educational services.

1. **Suspension.** Suspension means a temporary stop, delay, interruption, or discontinuation of educational services due to a violation of the student code of conduct.
2. **In-school suspension (ISS).** ISS means removal from the IEP-determined placement within the school setting. ISS is considered a disciplinary removal unless all three components of educational services are provided to the student. These include:
    a. participation in general education instruction and curriculum;

b. access to services outlined in the student's IEP; and

c. participation with nondisabled peers to the same extent as the student participates with nondisabled peers in the current placement.

d. If one or more of these components is not provided, then the ISS must be counted in the ten (10) consecutive or cumulative removals leading to change in placement.

3. **Out-of-school suspension (OSS).** OSS means removal from the school and the IEP-determined placement for all or part of a school day. OSS is always considered a disciplinary removal as it, by definition, ceases one or more of the required components of educational services. OSS must be counted in the ten (10) consecutive or cumulative removals constituting a change in placement.

4. **Informal Removal.** Informal removal includes action taken outside of IDEA's discipline provisions by school personnel in response to student behavior which results in the student being excluded for all or part of a school day or for an indefinite period of time. Examples of informal removals include:

   a. Removal for a portion of a school day that a student has been suspended;

   b. Removal of the student from class;

   c. Removal from LEA-provided transportation;

   d. Sending the student home early;

   e. Repeated reliance on law enforcement or school resource officer (SRO) intervention to manage behavior; or

   f. Calling a parent/guardian to pick up a student.

   g. Informal removals are considered disciplinary removals and must be counted in the ten (10) consecutive or cumulative removals leading to change in placement.

   Note: The use of a shortened school day or homebound instruction in a student's IEP to manage or minimize behavior are strategies that should be used only in extremely rare circumstances and should never be used for administrative convenience.

5. **Transportation Suspension.** Transportation suspension means suspension or removal from LEA-provided transportation as a disciplinary measure. When a student's IEP lists transportation as a related service, removal or suspension of transportation services is considered a disciplinary removal and must be counted in the ten (10) consecutive or cumulative removals leading to change in placement.

   a. If the IEP team determines that special transportation is required as a related service, it must be included in the IEP, and all procedural safeguards under the IDEA shall be afforded to the student in matters concerning transportation. Whether a suspension from the bus counts as a suspension from school depends on whether bus transportation is identified on the IEP.

   b. If bus transportation is on the IEP, a suspension from the bus would be treated as a suspension from school (unless the LEA provides transportation services in some other way, such as "transportation in lieu of") because transportation is necessary for the student to obtain access to the location where all other services will be delivered.

c. If bus transportation is not on the IEP, a suspension from the bus would not be counted as suspension from school. In this case, the student and the parent would have the same obligation to get to and from school as a student without a disability who had been suspended from the bus.

d. If the student's behavior on the bus results in a suspension from the bus, the IEP team shall consider whether the behavior should be addressed in the IEP through a Behavior Intervention Plan (BIP).

Section 3. Change of Placement

A student's educational placement describes the setting where the student's educational services are provided. Educational placement is determined by the IEP team after considering the student's needs, setting goals, and identifying the services required to meet those needs. Teams are obligated to make placement decisions that ensure the student is educated with nondisabled peers in the least restrictive environment to the maximum extent appropriate.

Educational placement does not necessarily refer to the physical location where services will be provided. Rather, "placement" refers to the continuum of educational settings and the overall amount of time the student will spend in the general education setting. Types of educational placements include:

1. General education setting
2. Special education setting
3. Home/hospital
4. Correctional facility
5. Parentally-placed in private school
6. Public/private residential setting
7. Public/private separate day school

A student's educational placement changes when the amount of time the student is served in a general education setting, including the amount of time the student participates with non-disabled peers, increases or decreases.

A. Disciplinary Actions Resulting in a Change of Placement

Educational services cannot cease for more than ten (10) school days, consecutive or cumulative, as a result of unilateral disciplinary removal. A disciplinary change of placement occurs when:

1. The student is unilaterally removed by the LEA from the IEP-determined placement for disciplinary reasons for more than ten (10) consecutive school days; or
2. The student is unilaterally removed by the LEA for more than ten (10) cumulative school days when the removals constitute a pattern. Disciplinary removals constitute a pattern:

a. when the series of removals, including instances of OSS, ISS, bus suspension when transportation is listed as a related service on the IEP, and other informal removals, ~~total~~ totals more than ten (10) school days in a school year;

b. when the student's behavior is substantially similar to behavior in previous incidents included in the series of removals; and/or

c. ~~because of such~~ when additional factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another are substantially similar to previous removals.

d. There are two primary considerations when determining whether a pattern of removals has occurred:

e. Consider the behavior itself, and whether the behavior is substantially similar to previous behavior that has resulted in removal. Consider whether behaviors are similar in terms of the antecedents, or triggers, leading to the behavior, and the type of behavior displayed.

f. Consider the school's response to behavior and whether removal as a response to challenging behavior has resulted in a pattern of removal.

Removals such as being sent to the office from class, missing lunch or recess, being "kicked out" of class, detention, removal from extracurriculars, or other removal from general education instruction and curriculum, special education services, or access to nondisabled peers as a result of disciplinary action shall be considered when determining whether there is a pattern of removals leading to a change in placement.

The LEA shall ensure that each instance of disciplinary removal, whether formal or informal and whether imposed for a full day or partial day, is documented. LEAs should intervene with challenging behavior leading to disciplinary removals as early as possible to implement measures to prevent continued removals.

See Section 4 of this chapter for more information about Manifestation Determination.

B. ~~Hearing Officer Actions Resulting in a~~ Change of Placement Ordered by a Hearing Officer

~~Through an expedited due process hearing, district~~ The LEA may ask a hearing officer to place a student with a disability in an appropriate Interim Alternative Educational Setting (IAES) through an expedited due process hearing. In seeking an order from a hearing officer to place a student in an IAES, the LEA ~~district~~ must:

1. prove that maintaining the current placement is substantially likely to result in injury to the student or others; and
2. indicate whether the request is for an *initial* period of not more than forty-five (45) school days or an *additional* period of not more than forty-five (45) school days.

In determining whether to grant an LEA's ~~a district's~~ request to place a student in an IAES, the hearing officer must determine that the IAES proposed by the IEP team is appropriate.

Section 4. Manifestation Determination

A. Determining the Need for Manifestation Determination

Whenever disciplinary action results in a change in placement the LEA ~~district~~ shall:

1. notify the parent/adult student of the disciplinary action to be taken on the date of the decision to take the disciplinary action and provide a copy of the *Procedural Safeguards Notice*;
2. conduct a manifestation determination immediately, if possible, but not later than ten (10) school days after the date on which the decision to take the disciplinary action is made.
    a. Teams should not wait until the need for a Manifestation Determination arises to address challenging behavior and determine whether additional supports including preventative, individualized positive behavior supports, an FBA, and/or a BIP are needed. The IEP team should continually monitor the student's educational performance, which includes behavior, and convene to address challenging behaviors as they arise.
    b. Educational services cannot cease for more than ten (10) school days; educational services must be provided on the eleventh (11th) day and beyond, even while scheduling the Manifestation Determination.

See Section 3 above for information related to disciplinary actions resulting in a change of placement.

B. Manifestation Determination Process

A manifestation determination is the process used to review and determine the relationship between the student's disability and the behavior subject to disciplinary action. The results of the manifestation determination dictate the LEA's options and obligations related to further disciplinary action.

1. Team Members Included in the Manifestation Determination The parent/adult student and relevant IEP team members shall conduct the manifestation determination. When determining which IEP team members will participate in the manifestation determination review, consider the following:
    a. The parent/adult student shall be included;
    b. An LEA administrator shall be included; and
    c. Other relevant team members, including the following, shall be included:
        1) Individual(s) able to speak to the known impact of the student's disability, including current and past performance. This may include:
            i. School psychologist;
            ii. School counselor;
            iii. Speech language pathologist; and/or

iv. Other individuals who are qualified to interpret assessment results, review student records, and/or help the team understand the impact of the disability on behavior.

2) Individual(s) able to speak to the implementation of the IEP. This may include:

i. Special education teacher;

ii. Related services professionals;

iii. General education teacher;

iv. Behavior interventionist; and/or

v. Other individual(s) knowledgeable about the IEP and how it is implemented.

2. Manifestation Determination Review

a. The parent/adult student will be notified of the disciplinary action and provided with a copy of the *Procedural Safeguards Notice* not later than the date on which the decision to take disciplinary action is made.

b. A manifestation determination meeting will be held no later than ten (10) school days of any decision to change the placement of a student with a disability for disciplinary reasons. The team will consider:

1) the student's disability, which includes the student's identified disability or disabilities, areas of concern noted by the team or served through the IEP or BIP, history of behavior, and other relevant information;

2) whether the conduct in question is similar to or consistent with behavior previously demonstrated by the student;

3) teacher observations and input;

4) all relevant information in the student's file, including the student's IEP and historical records of behavior, discipline, and interventions provided; and

5) any relevant information provided by the parent/adult student;

c. In light of this information, the team will determine whether the conduct in question was:

1) caused by or had a direct and substantial relationship to the student's disability;

i. The team will consider the student's disability, which includes the student's identified disability or disabilities, areas of concern noted by the team or served through the IEP or BIP, history of behavior, and other relevant information. The team will consider whether the conduct in question is similar to or consistent with behavior previously demonstrated by the student.

ii. The team is NOT considering a specific eligibility category or disability and making general statements about how that disability

might affect a student. The team must consider how the known disability or disabilities of the student have been known to manifest for this student; or

2) the direct result of the LEA's failure to implement the IEP.

i. The team will review the student's IEP, and any current FBA, and BIP and determine whether the student has been provided the services and supports as outlined in the IEP and existing BIP.

ii. The team will also consider such factors as:

a. whether the student received all required services as listed in the IEP;

b. whether the student received accommodations and adaptations outlined in the IEP;

c. whether the student received the level of support and supervision agreed upon by the IEP team; and

d. whether all aspects of a current BIP were implemented consistently and correctly, including preventative, teaching, and response strategies.

Note: The team should consider more than whether the IEP was being implemented at the time that the behavior occurred. The team should also consider whether the IEP has been implemented correctly and consistently over time, and whether any failure to do so may have contributed to the behavior.

d. If the LEA, parent, and relevant IEP team members find that either *c. 1)* or *c. 2)* above is true, the student's behavior shall be determined to be a manifestation of the student's disability.

3. Manifestation Determination Review Consensus

a. All members of the team are expected to work toward consensus regarding manifestation determination to ensure the student receives a free appropriate public education (FAPE).

b. Consensus means a commitment of all team members to support the decision of the team, which requires that all members of the team have an opportunity for meaningful participation.

c. If the parent/adult student, school personnel, and other team members are unable to reach consensus regarding a decision, then school personnel on the team should seek consensus within the school team and provide written notice to the parent/adult student.

d. If school personnel are unable to reach consensus, then the LEA representative on the team shall make the decision and provide written notice to the parent/adult student.

e. The parent/adult student will be made aware of their procedural safeguards, including due process rights.

Section 5. Actions following a Manifestation Determination

The results of the Manifestation Determination Review determine what steps must be taken next and what disciplinary options are available to the LEA.

A. When the Behavior is a Manifestation of the Disability

If a student's behavior is determined to be a manifestation of the student's ~~his or her~~ disability~~,~~ ~~relevant members of~~ the IEP team~~, as determined by the parent and district,~~ ~~will~~ shall:

1. conduct an FBA and implement a BIP for the student if the LEA ~~district~~ had not conducted such an assessment prior to the behavior that resulted in a change in placement; or
2. review the BIP if one had previously been developed and modify it as necessary to address the behavior; and
3. return the student to the placement from which the student ~~he or she~~ was removed, unless the parent and LEA ~~district~~ agree in writing to a change of placement as part of the modification of the BIP.

~~If there were grounds to place a student in an IAES, the student may remain in the IAES even if there was a manifestation.~~

B. When the Behavior is ~~not~~ Not a Manifestation of the Disability

If the relevant members of the IEP team, which includes parents/adult students,~~, (relevant members determined by the parent and the district),~~ determine~~s~~ that the student's behavior was not a manifestation of ~~his or her~~ the disability, the same disciplinary procedures applicable to students without disabilities, including long-term suspension or expulsion, may be applied to the student with a disability. ~~The district will forward special education and disciplinary records for consideration to the board of trustees, which makes the final decision regarding the disciplinary action.~~ LEAs should consider whether the student is eligible for protections under Section 504 of the Rehabilitation Act before taking disciplinary action.

Even if the disciplinary action is to suspend or expel, the following provisions shall be met:

1. Educational services cannot cease for more than ten (10) school days in a school year. Educational services shall be provided to the extent necessary to allow the student with a disability to continue to participate in the general education curriculum and the opportunity to advance toward achieving the goals set out in student's ~~his or her~~ IEP.

   See Section 6C of this chapter for more information about FAPE during expulsion.
2. An IEP team shall convene to develop an IEP that specifies what special education and related services will be provided during the period of suspension or expulsion and the setting where the services will be provided.

C. Interim Alternative Education Setting (IAES)

Placement in an IAES for forty-five (45) school days may occur regardless of whether the behavior is a manifestation of the disability when the criteria for such placement are met. If there were grounds to place a student in an IAES, the student may remain in the IAES even if the behavior is found to be a manifestation of the disability.

1. The LEA may remove ~~removes~~ a student to an Interim Alternative Educational Setting (IAES) for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student:
   a. Carries a weapon to or possesses a weapon at school, on school premises, ~~or to~~ or at a school function under the jurisdiction of a State Education Agency (SEA) or a Local Education Agency (LEA); or
      1) ***Dangerous weapon*** means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocketknife with a blade of less than 2½ inches in length.
   b. knowingly possesses or uses illegal drugs *or* sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA; or
      1) ***Controlled substance*** means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act [21 U.S.C. 812(c)].
      2) ***Illegal drug*** means a controlled substance; but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.
   c. has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA.
      1) ***Serious bodily injury*** means bodily injury which involves:
         i. a substantial risk of death;
         ii. extreme physical pain;
         iii. protracted and obvious disfigurement; or
         iv. protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

      To qualify for an IAES on this basis, the injury must be severe. Minor injuries are not sufficient.

D. Request for Expedited Hearing

An expedited hearing is a hearing that occurs within twenty (20) school days of the request for a hearing, with a decision rendered within ten (10) school days of the hearing. The party

requesting the hearing bears the burden of proof.

1. The parent/adult student may request an expedited due process hearing if the parent/adult student ~~he or she~~:
   a. disagrees with the determination that the behavior was not a manifestation of the student's disability;
   b. disagrees with any decision of the IEP team regarding a change of placement for disciplinary reasons, including a decision regarding the student's placement in an IAES during a disciplinary proceeding; or
   c. disagrees with the decision regarding the student's placement in an IAES.
2. The LEA ~~district~~ may request an expedited hearing if it believes that maintaining the current placement is substantially likely to result in injury to the student or to others.
3. When an expedited hearing ~~appeal of a disciplinary action~~ is requested (by the parent/adult student to challenge the disciplinary action or by the LEA ~~district~~ to seek removal to an interim setting), and the student was placed in an IAES, the student remains in the IAES pending the decision of the hearing officer or the expiration of the disciplinary placement term, whichever occurs first, unless the parent/adult student and LEA ~~district~~ agree otherwise.
4. ~~Resolution meeting requirements apply, unless waived by the parties. The resolution meeting timeline but are shortened to fifteen (15) and is seven (7) days.~~ A resolution session shall occur within seven (7) days of receipt of an expedited due process hearing request unless the parties agree in writing to waive the resolution session or go to mediation. Timelines are firm and may not be waived by either party.
5. The due process hearing shall proceed unless the matter has been resolved to the satisfaction of both parties within fifteen (15) days of the hearing request, or the hearing request is withdrawn. There is no process for challenging the sufficiency of an expedited due process hearing request. Timelines are firm and may not be waived by either party.
6. A decision of a hearing officer in an expedited hearing is final. The decision may be appealed to either federal district court or state court or court of competent jurisdiction. ~~Federal or state district court~~.

See Chapter 13~~, Sections 4 and 5,~~ for an explanation of regular and expedited due process hearing rights and procedures.

Section 6. FAPE Considerations

A. Protections for Students Not Yet Eligible for Special Education

A student who has not been determined eligible for special education and who has violated any rule or code of conduct of the LEA ~~district~~ may assert the protections of the IDEA *if* the LEA ~~district~~ had knowledge that the student was a student with a disability before the behavior occurred that precipitated the disciplinary action.

1. **Basis of knowledge**

With limited exceptions, which are described in item 2 below, the LEA ~~district~~ will be deemed to have knowledge that an individual is a student with a disability if, before the behavior that precipitated the disciplinary action occurred, one or more of the following is true:

a. The parent or adult student has expressed concern to a teacher or LEA administrator that the student may need special education and related services; ~~supervisory or administrative district personnel or a teacher of the child that the student is in need of special education and related services.~~

b. The parent/adult student has requested that the student be evaluated for special education; or

c. The student's teacher or other LEA ~~district~~ personnel have expressed specific concerns about a pattern of behavior demonstrated by the student directly to the director of special education or to other LEA ~~district~~ supervisory personnel in accordance with the LEA's ~~district's~~ established Child Find system or special education referral system.

2. **No basis of knowledge**

The LEA ~~district~~ will be deemed not to have knowledge that an individual is a student with a disability if one or more of the following is true:

a. An evaluation was conducted and a determination was made that the student did not have a disability;

b. The parent/adult student did not give written consent for an evaluation; or

c. The parent/adult student refused special education services.

If the LEA ~~district~~ did not have a basis of knowledge that a student was a student with a disability prior to taking disciplinary measures, the student is subjected to the same disciplinary measures applied to all other students who engage in comparable behaviors.

B. Parent Request for Evaluation

If a request for an evaluation of a student who is not currently eligible for special education is made during the period in which the student is subject to disciplinary measures, the evaluation shall be conducted in an expedited manner. Pending the results of the evaluation, the student will remain in the educational placement determined by LEA ~~district~~ officials, which can include suspension or expulsion without educational services.

1. If the student is subsequently determined eligible for special education, the LEA ~~district~~ shall:

a. Convene an IEP team meeting to develop an IEP.

b. Conduct a manifestation determination.

1) If the behavior is caused by or had a substantial relationship to the student's disability, the disciplinary action must be set aside, and the student must be

provided appropriate educational services in the least restrictive environment (LRE).

2) If the behavior is ~~not~~ neither caused by nor had a substantial relationship to the student's disability, the student is subject to the disciplinary placement that had been determined, but the student ~~he or she~~ is still entitled to receive FAPE, which is determined by the IEP team.

   i. Educational services cannot cease for more than ten (10) school days in a school year.

   ii. Educational services shall be provided to the extent necessary to allow the student with a disability access to the general education curriculum and the opportunity to advance toward achieving the goals set out in his or her IEP.

3) If there were grounds to place a student in an IAES, the student may remain in the IAES for up to forty-five (45) school days even if the behavior is found to be a manifestation of the disability.

   See Section 5 of this chapter for information about placement in an IAES.

2. If the evaluation team determines that the student is not eligible for special education, the student ~~he or she~~ will be subject to the same disciplinary actions as all other students. LEAs should consider whether the student is eligible for protections under Section 504 of the Rehabilitation Act before taking disciplinary action.

C. FAPE during IAES and Expulsion

Students with disabilities continue to have the right to FAPE during the period of expulsion or placement in an IAES. This means that educational services must be provided. In the case of expulsion, services may be provided in a different location than outlined in the student's current IEP and may limit or eliminate access to nondisabled peers during the expulsion period. During the period of expulsion or IAES placement, services shall be provided to the extent necessary to:

1. allow the student to continue to participate in the general education curriculum;
2. provide an opportunity to advance toward achieving the goals set out in the student's IEP; and
3. allow the student to receive, as appropriate, a functional behavior assessment (FBA) and behavioral intervention services and modifications that are designed to address the behavior so that it does not recur.

It is not sufficient to provide only special education and related services during an expulsion period. The student must continue to have access to the general education curriculum and to progress toward grade-level standards that apply to all students. Behavior needs and goals must also continue to be addressed, regardless of the location of services and for the duration of the expulsion.

The primary difference in the provision of FAPE for a student during expulsion is the location of services and access to peers, the school environment, and other curricular and non-curricular activities. The IEP team determines what services will be provided and the location of the service provision. The IEP team cannot decide to provide less than what is required for the student to receive a FAPE.

The LEA that expels the student is responsible for the provision of FAPE for the duration of the expulsion period or until the student enrolls in another public school. The LEA is also responsible for ensuring that the expelled student participates in all required State and Federal testing, such as the ISAT, IRI, and Access testing. Although Idaho Code indicates that expelled students are considered exited students for the purpose of participation in required State assessments, this provision does NOT apply to IDEA-eligible students who have been expelled.

Section 7. Restraint and Seclusion

A. Definitions

The following definitions apply to the use of restraint and seclusion:

1. **Corporal Punishment.** Knowingly and purposely inflicting physical pain on a student as a disciplinary measure.
2. **Chemical Restraint.** Using drugs or medication to control behavior; not including those prescribed by and administered in accordance with the directions of a qualified health professional.
3. **Mechanical Restraint.** The use of any device or equipment to restrict a student's freedom of movement. This term does not include devices implemented by trained school personnel, or utilized by a student that have been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:
    a. Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
    b. Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
    c. Restraints for medical immobilization; or
    d. Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.
4. **Physical Escort.** Temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of directing a student to a safe location. Physical escorting that involves methods used to immobilize a student's movement should be considered a physical restraint.
5. **Physical Restraint.** Personal restriction that immobilizes or reduces the ability of a student to move the student's torso, arms, legs, or head freely. The term physical restraint does not include a physical escort.

6. **Seclusion.** The involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. It does not include a timeout, which is a behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of calming.

B. Use of Restraint and Seclusion

1. Corporal punishment shall not be used.
2. Chemical restraint shall not be used.
3. Restraint and/or seclusion:
   a. shall not be used as forms of discipline or methods of classroom governance;
   b. may be deployed only in circumstances where a student's conduct has placed self, employees, or any other individual in imminent danger of serious bodily harm; and
   c. shall be terminated immediately once it is determined that the student is no longer an immediate danger to self or to any other individual or when a parent or legal guardian has taken custody of the student.

Section 8. Other Considerations

A. Referrals to and Action by Law Enforcement and Judicial Authorities

1. The LEA ~~district~~ may report a crime committed by a student with a disability to appropriate authorities. The IDEA does not prevent state law enforcement or judicial authorities from exercising their responsibilities, with regard to the application of federal and state law, for crimes committed by a student with a disability.

   a. Referral to law enforcement does not take the place of IDEA-required procedures outlined in this chapter. The LEA continues to have the obligation to ensure that disciplinary procedures for students with disabilities are in place and that students continue to receive FAPE.

   b. Overreliance on an SRO or law enforcement intervention as a means of managing challenging behavior may result in a denial of FAPE.

2. If a student brings a firearm to school, law enforcement shall be contacted pursuant to the Gun-Free Schools Act.

3. If the LEA ~~district~~ reports a crime, it will ensure that copies of the special education and disciplinary records of the student are given to the appropriate law enforcement authorities for their consideration, to the extent the release of records is permitted by the Family Educational Rights and Privacy Act (FERPA). Generally, the release of records requires consent, but exceptions are listed in Chapter ~~11, Section 5.~~ 12.

B. Court Actions Resulting in a Change of Placement by Court Order (Honig Injunction)

~~In extreme circumstances, District administrators may seek a court order (called a "Honig Injunction") to remove a special education student from school or the current placement at any time. Educational services [FAPE] shall not cease during an injunction.~~

If the LEA ~~district~~ believes that a student is too dangerous to remain in the student's current placement, the LEA ~~district~~ may seek a court order (commonly called a Honig injunction) changing the student's placement or barring the student from attending school. The LEA ~~district~~ may seek a Honig injunction in lieu of requesting an IAES from a hearing officer. To receive a Honig injunction, an LEA ~~district~~ and its attorney need the following two critical items:

1. In-depth documentation establishing the serious danger posed by the student—not only documentation of the action causing the request for the injunction, but also documentation of the student's previous actions; and
2. Documentation of the actions taken by the school to prevent problem behavior, such as implementing a functional behavioral assessment, behavioral intervention plans, safety plans, and positive behavioral interventions and supports and other strategies.

If a Honig injunction is granted, the student must receive a FAPE, including services necessary to enable the student to participate in the general curriculum and progress toward meeting the student's IEP goals. Courts have given schools broad discretion in selecting the setting in which the services will be provided.

See Legal Citations for more information.

C. Transfer of Discipline Records

Section 33-209, Idaho Code, requires that whenever a student transfers to a new school and a school record contains information concerning violent or disruptive behavior or disciplinary action involving the student, this information shall be included in the transfer of records to the new school. The transmission of the student's record shall include ~~both~~ the student's current IEP, including the FBA~~,~~ and BIP, and any current or previous disciplinary action taken. This information will be contained in a sealed envelope marked to indicate the confidential nature of the contents and addressed to the principal or other administrative officer of the school.

When the LEA ~~district~~ initiates disciplinary proceedings applicable to all students, the special education and disciplinary records of students with disabilities shall be given to authorized LEA ~~district~~ personnel for their consideration in making the final determination regarding the disciplinary action.

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CHAPTER ~~11~~ 12: PROCEDURAL SAFEGUARDS

~~This chapter reflects changes in procedural safeguards as a result of the IDEA.~~

Section 1. Procedural Safeguards Notice

~~A parent/adult student has specific procedural safeguards given to him or her by the IDEA and state law.~~ The IDEA provides specific procedural safeguards to the parent/adult student. The Idaho Department of Education has developed and made available a document known as the *Procedural Safeguards Notice* ~~Each district has a document titled *Procedural Safeguards Notice* that is provided to parents/adult students~~ which contains a full explanation of ~~the~~ special education rights. The *Procedural Safeguards Notice* ~~shall include~~ includes a full explanation of the procedural safeguards, ~~written in the native language of the parents (unless it clearly is not feasible to do so) and~~ written in an easily understandable manner. The LEA shall provide the *Procedural Safeguards Notice* in the native language of the parents (unless it is clearly not feasible to do so).

A. Procedural Safeguards Notice Contents

The following ~~table lists~~ list names various topics contained in the *Procedural Safeguards Notice* ~~and identifies what chapter in this Manual provides more information about each topic~~.

1. Parental consent
2. Written notice
3. Access to educational records
4. Independent educational evaluation (IEE)
5. The opportunity to present and resolve complaints, including:
   a. The time period in which to make a complaint
   b. The opportunity for the LEA to resolve the complaint
   c. The availability of Idaho Department of Education mediation
   d. The differences between a due process hearing complaint and state complaint
6. The student's placement during pendency of due process proceedings
7. Procedures for students who are subject to placement in an interim alternative educational setting (IAES)
8. Requirements for unilateral placement by parents of students in private schools at public expense
9. Due process hearings, including requirements for disclosure of evaluation results and recommendations
10. Civil actions, including the time period in which to file such actions
11. Attorney fees

~~Topic~~	~~Chapter~~
~~1. parental consent~~	~~11~~
~~2. written notice~~	~~11~~
~~3. access to educational records~~	~~11~~
~~4. independent educational evaluation (IEE)~~	~~11~~
~~5. the opportunity to present and resolve complaints, including:~~ ~~a. the time period in which to make a complaint~~ ~~b. the opportunity for the district to resolve the complaint~~ ~~c. the availability of SDE mediation~~ ~~d. the differences between a due process hearing complaint and state complaint~~	~~13~~
~~6. the student's placement during pendency of due process proceedings~~	~~13~~
~~7. procedures for students who are subject to placement in an interim alternative educational setting (IAES)~~	~~12~~
~~8. requirements for unilateral placement by parents of students in private schools at public expense~~	~~9~~
~~9. due process hearings, including requirements for disclosure of evaluation results and recommendations~~	~~13~~
~~10. civil actions, including the time period in which to file such actions~~	~~13~~
~~11. attorney fees~~	~~13~~

B. When the Procedural Safeguards Notice Is ~~Provided~~ Offered

The LEA ~~district will~~ shall offer ~~provide a~~ the *Procedural Safeguards Notice* that includes a full explanation of the special education rights afforded the parent/adult student: ~~only once per year, except that a copy will be given to the parent/adult student:~~

1. at least once annually
2. upon an initial referral or parent/adult student request for evaluation;
3. upon the first occurrence of a filing of a due process hearing or a state complaint in a school year;

4. when a decision is made to take a disciplinary action that constitutes a change of placement; and

5. upon request by the parent.

~~A~~ The *Procedural Safeguards Notice* suitable for copying can be found in the ~~document section of this chapter~~ Appendix of this Manual, and on the Idaho Department of Education's Dispute Resolution webpage under Chapter 12 of the Idaho Special Education Manual.

Section 2. Domestic Considerations

A. Parent

1. Definition

The term "parent" means:

a. a biological, adoptive, or foster parent of a child;

b. a guardian (but not the state if the child is a ward of the state);

c. an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives;

d. an individual who is legally responsible for the child's welfare;

e. an adult student, if rights have transferred; or

f. a surrogate parent who has been appointed by the LEA ~~district~~.

2. Determining Who Has Parental Rights

In determining who has parental rights, individuals should be considered in the following order of priority:

a. a biological or adoptive parent; unless a Court orders a specific person to act as the parent or to make educational decisions on behalf of the ~~child~~ student;

b. a person who has legal documentation (guardianship, power of attorney, custody agreement) of being responsible for the student's welfare;

c. a grandparent, stepparent, other relative, or foster parent with whom the student lives and who is acting as a parent; or

d. a surrogate parent appointed by the LEA ~~district~~ to represent the student's interests in educational decisions.

B. Surrogate Parent

1. Definition

A "surrogate parent" is an individual assigned by the LEA ~~district~~ to assume the rights and responsibilities of a parent under the IDEA in any of the following circumstances:

a. No parent can be identified or located for a particular student.

b. The student is a ward of the state.

c. The student is an unaccompanied homeless youth.

The surrogate parent has the same rights as a biological parent throughout the special ~~educational~~ education decision-making process.

2. Referral for a Surrogate Parent

Any person who is aware that a student may need a surrogate parent may make a referral for a determination as to the student's need for a surrogate parent to the LEA's ~~district's~~ special education director or an appropriate LEA ~~district~~ administrator. ~~The district~~ The LEA's special education director or an appropriate LEA administrator will appoint a surrogate parent in any of the following circumstances:

a. A parent cannot be identified.

b. A parent cannot be found after reasonable efforts to locate the parent.

c. The student is a ward of the state. If a state judge has appointed a surrogate parent to oversee the care of a student who is a ward of the state, the judge-appointed surrogate may make decisions regarding the student's education, including special education, provided he or she meets the criteria for ~~a district~~ an LEA-appointed surrogate parent.

d. The student is a homeless youth who is unaccompanied.

The LEA ~~district~~ will make a good faith effort and maintain records of attempts to locate a parent. The LEA ~~district~~ cannot appoint a surrogate parent when the biological parent is available but chooses not to participate. When a surrogate parent is needed for a student, the LEA ~~district~~ will appoint a surrogate parent who meets the conditions set forth in item 3, below. The LEA ~~district~~ will make reasonable efforts to assign a surrogate parent within thirty (30) calendar days after it determines that the student needs a surrogate parent.

3. Criteria for Serving as a Surrogate Parent

A surrogate parent may represent the student in all matters relating to identification, evaluation, placement, and the provision of FAPE. The surrogate parent shall:

a. Have knowledge and skills that ensure ~~effective~~ adequate representation.

b. Have no personal or professional interest that conflicts with the interest of the student.

c. Meet the following conditions:

1) is not an employee of the ~~SDE~~ Idaho Department of Education, the LEA ~~district~~, or any other agency that is involved in the education or care of the student; and

2) is not an employee of a nonpublic agency that provides educational care for the student.

Note: A person who otherwise qualifies to be a surrogate parent is not an employee of the LEA ~~district~~ or agency solely because he or she is paid to serve as a surrogate parent.

In the case of a student who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents until a surrogate parent can be appointed that meets all the requirements.

C. Adult Students and the Transfer of Rights

An "adult student" is a student who is at least eighteen (18) years of age to whom special education rights have transferred under the IDEA and Idaho Code.

1. Discussion of the Transfer of Rights: Not later than the student's seventeenth (17th) birthday, the IEP team shall discuss the transfer of special education rights to the student. Special education rights will transfer from the parent to the adult student when the student turns eighteen (18) years of age unless:

   a. the IEP team determines that the student does not have the ability to ~~make informed decisions~~ provide informed consent with respect to ~~his or her~~ the student's educational program; or

   b. a parent has obtained legal guardianship from a Court including the scope of educational matters.

2. Basis for Denial of Transfer: During the IEP team meeting to discuss the transfer of rights, the IEP team will use the following as the basis for any denial of the transfer:

   a. Evaluation data, test results, written reports, teacher observation, education records, and parent input, including whether the parent intends to seek guardianship.

   b. Answers to the following questions:

      1) Is the student capable of understanding ~~his or her~~ their rights?

      2) Is the student capable of exercising ~~his or her~~ their rights?

      3) Is the student capable of understanding the consequences and impact of ~~his or her~~ their decisions?

3. Following a Determination Concerning the Transfer of Rights: ~~When the student's special education rights transfer at age eighteen (18), the parent and student will be~~

~~informed that rights have transferred.~~ The IEP shall contain a statement referring to the transfer (or not) of rights:

a. If the team determines that there is no relevant information about the student to prohibit the transfer of rights at age eighteen (18), the student's IEP shall contain a statement that the student has been informed that special education rights will transfer to him or her. The parent retains the right to receive notices required by the IDEA until the student's special education rights transfer at age eighteen (18).

b. If the IEP team determines that the student lacks the ability to provide informed consent with respect to his or her educational program, a statement will be included in the IEP indicating that the parent, or other individual if the parent is not available, will retain all special education rights after the student reaches age eighteen (18).

~~c. If rights have transferred, the district shall continue to provide notices to the parent, but nothing under the IDEA requires parent participation in the process.~~

4. When the student's special education rights transfer at age eighteen (18), the parent and student will be informed that rights have transferred.

5. Revoking a Transfer of Rights: There is nothing in federal or state law that prohibits the IEP team from changing its decision later, based on new information and input. Under state law, a parent can provide legal documentation of a student's incompetence *after* the student reaches age eighteen (18).

D. Emancipated ~~or Married~~ Minors

Idaho law provides that a student under the age of 18 is emancipated by either marriage, by legal proceeding, or in active military service. ~~does not provide for the emancipation of minors. However, minors~~ Minors who have been emancipated by a court of law in another state are considered ~~an~~ adults in Idaho. Emancipated minors should be able to provide the legal court document awarding them the power and capacity of an adult. A student under age eighteen (18) who claims to be an emancipated minor but is unable to provide documentation should be assigned a surrogate parent by the LEA ~~district~~ if a parent cannot be located.

Students under the age of eighteen (18) who are married ~~to an adult, eighteen (18) years or older,~~ are ~~not~~ emancipated minors in Idaho and ~~do not~~ have the power and capacity of an adult student. ~~Instead, the spouse acts as the guardian of the student regarding legal rights and responsibilities.~~

E. Ward of the State

The term "ward of the state" means a child who, as determined by the state where the child resides, is a foster child, or a ward of the state *or* is in the custody of a public child welfare agency. The term does not include a foster child who has a foster parent who meets the definition of a parent in Section 2A.

F. Child Custody

1. Definitions of Custody

   The following definitions of custody are used by Idaho courts in divorce proceedings:

   a. **Joint custody** means an order awarding custody of a minor child to both parents and providing that physical custody shall be shared by the parents in such a way as to assure the child frequent or continuing contact with both parents. A court may award either joint physical custody or joint legal custody, or both. If the court has declined an order awarding joint custody, the court order shall state in the decision the reason for denial of joint custody.

   b. **Joint physical custody** means by court order, ~~awarding~~ each of the parents were awarded significant periods of time in which a child resides with or is under the care and supervision of each of the parents. The actual amount of time with each parent is determined by the court. ~~Generally, one of the parents is awarded primary physical custody.~~

   c. **Joint legal custody** is a judicial determination ~~means~~ that the parents or parties are required to share the decision-making rights, responsibilities, and authority relating to the health, education, and general welfare of a child. ~~In Idaho, parents have joint legal custody unless the rights of one or both parents have been terminated.~~

2. Conflicts Between Parents Who Have Joint Custody

   a. **Custody questions**: When it is known that a custody question exists that involves the relevant ~~legal~~ custodial status of one or both parents of a student, the LEA ~~district~~ will ask the parent(s) to furnish a copy of the pertinent court order or decree, if one exists, to clarify the question at issue. School personnel will abide by the most recent court order or decree.

   b. When LEA ~~district~~ personnel receive conflicting information about custody, they will (a) initially follow the instructions of the parent with whom the child currently resides and (b) request a certified court document to clarify the custody issue.

   c. **Conflicting instructions**: When parents who have joint legal custody give conflicting instructions, the LEA's ~~district's~~ obligation is to inform the parents that any action proposed or refused will be based on the needs of the student and in accordance with the IDEA requirements. Both the LEA ~~district~~ and either parent have options under the IDEA to resolve disagreements, including ~~SDE~~ Idaho Department of Education Dispute Resolution processes such as mediation and due process hearings.

   d. **Access to records**: A parent who does not have primary physical custody has the same right to access records and to participate in special education decision making as does the parent with primary physical custody, unless otherwise specifically stipulated by a court. ~~Idaho Code states, "Notwithstanding any other provisions of law, access to records and information pertaining to a minor child including, but not limited to medical, dental, health, and school or educational records, shall not be denied to a parent because the parent is not the child's custodial parent." Another provision of the law allows the~~ The parent with primary physical custody ~~to~~ may request in writing that a minor child's address be deleted from any record to prohibit the other parent from learning the child's

address by having access to school records.

e. **Parental disagreement of consent:** When parents, both with legal authority to make educational decisions for their child, disagree on the revocation of consent for special education and related services, one parent may revoke consent in writing for his or her child's receipt of special education and related services at any time. The LEA ~~district~~ must accept either parent's revocation of consent, and provide written notice to the parents. After revoking consent, a parent maintains the right to subsequently request an ~~initial~~ evaluation which ~~must~~ shall be treated as an initial evaluation and not a re-evaluation for special education. A parent who disagrees with the other parent's ~~another parent regarding~~ revocation of special education services is not entitled to resolve the dispute through an IDEA due process hearing.

Section 3. Informed Consent

A. Definition

Consent is written approval given by a parent/adult student who has been fully informed of and understands all information relevant to the activity for which consent is sought. The request for consent describes the activity for which consent is sought and lists the records, if any, that will be released and to whom. All information shall be provided in the native language or mode of communication of the parent/adult student, unless not feasible to do so. The parent/adult student shall be informed that the approval is voluntary and may be revoked at any time prior to the action. Consent is indicated by the parent's/adult student's signature.

B. Actions Requiring Consent

The following actions require the LEA ~~district~~ to obtain written consent. Some of the actions that require written consent from the parent/adult student also require prior written notice from the LEA ~~district~~.

1. Informed written consent *and* written notice are required when:

   a. ~~Conducting assessments as part of an initial evaluation to determine whether a student is eligible for special education.~~ Conducting an initial evaluation of the student to determine whether the student qualifies for special education as a student with a disability. Written consent is required for initial evaluation even if the team determines no new assessments are necessary.

   b. Conducting any new assessment as part of a ~~for~~ reevaluation. ~~that involves more than a review of existing information~~. ~~This includes any assessments that are conducted after a student has been determined eligible for special education.~~ ~~If a specific assessment was not listed on the *Consent for Assessment* form, then the district shall secure written consent again in order to conduct that particular assessment.~~ If, after written consent has been obtained, the team determines the need to assess another area, written consent shall be sought for that area. Written notice shall be provided when proposing to complete a reevaluation using only existing information. See section C.1, below.

c. Conducting any new assessment that is not part of an initial evaluation or reevaluation process. Assessment results shall be reported in written notice.

d. Initially providing special education and related services to a student with a disability.

2. Informed written consent is required when:

a. Using an individual family service plan (IFSP) instead of an IEP for students ages three (3) through five (5).

b. Disclosing personally identifiable information to unauthorized persons, unless provided as an exception under the Family Educational Rights and Privacy Act (FERPA) regulations. The written consent shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party to whom the disclosure will be made.

c. Accessing private insurance to pay for services listed in the IEP.

d. The LEA ~~district~~ requests to bill Medicaid (with some exceptions). The parent/adult student shall be informed of the frequency, amount, and type of services that the LEA ~~district~~ will be submitting to Medicaid for reimbursement as identified on the student's IEP.

e. Inviting outside agency representatives providing transition services to an IEP team meeting.

f. Sharing ~~of~~ information between the LEA ~~district~~ of location and the LEA ~~district~~ of residence with a parentally placed elementary or secondary student.

g. Requesting the ~~The~~ excusal of an IEP team member from an IEP team meeting ~~when the meeting involves a modification or discussion of the member's area of the curriculum or related services~~.

C. When Consent Is Not Required

The LEA ~~district~~ is not required to obtain informed consent when:

1. a review of existing information ~~data~~ is part of an evaluation ~~or a reevaluation~~. In the case of a reevaluation, written notice shall be provided when proposing to complete the reevaluation using only existing information;

2. tests are administered to both general and special education students in a grade or class and consent is not required for all students;

3. teacher or related-service-provider observations, ongoing classroom evaluation, or criterion-referenced tests are used in determining a ~~as assessments in determining the~~ student's progress toward goals, objectives, and benchmarks on the IEP;

4. screening to determine appropriate instruction strategies for curriculum implementation;

5. ~~a disclosure of~~ disclosing personally identifiable information to persons authorized to have access under FERPA or the Idaho Student Data Privacy Act, Section 33-133, Idaho Code; **or**

6. an IEP team reviews and revises a student's IEP. ~~However, the parent/adult student may file a written objection if he or she disagrees with all or part of the changes to the IEP.~~

D. Refusal to Give Consent

A parent/adult student may refuse to give written consent for an assessment, initial special education services, or the release of information that the LEA ~~district~~ believes is necessary to ensure FAPE during the reevaluation process.

If the parent ~~does not~~ refuses to provide consent for the reevaluation assessment, the LEA ~~district~~ may choose not to pursue the reevaluation. ~~requesting SDE Idaho Department of Education mediation and/or a due process hearing if~~ If the LEA ~~district~~ determines through a review of existing data~~,~~ that the information does not continue to support the determination of eligibility for special education services~~. In this case~~ the LEA ~~district~~ shall provide the parent with written notice of the proposed action to discontinue the provision of FAPE to the student based on a review of existing data.

The LEA ~~district~~ may also choose to pursue the reevaluation through ~~SDE~~ Idaho Department of Education mediation and/or by requesting a due process hearing. If the hearing officer determines that the action is necessary, and the parent/adult student does not appeal the decision, the LEA ~~district~~ may proceed with the proposed action. The LEA ~~district~~ shall provide the parent with written notice of the proposed actions.

The LEA ~~district~~ shall obtain ~~secure~~ written consent for the initial provision of special education and related services. There is no mechanism available to overturn a parent's/adult student's decision *not* to provide written consent for ~~initial evaluation or~~ the initial provision of services. In the case of an initial evaluation or initial provision of services, if a parent/adult student fails to respond to reasonable measures to gain consent or does not consent, the LEA ~~district~~ cannot be charged with failing to provide FAPE to the student and is not required to convene an IEP team meeting or ~~develop~~ implement an IEP for special education or related services.

E. Failure to Respond to a Request for Consent Regarding Reevaluation Assessment

When a parent/adult student fails to respond to reasonable measures taken by the LEA ~~district~~ to obtain written consent to determine continued eligibility, the LEA ~~district~~ may proceed with the ~~evaluation~~ reevaluation. The LEA ~~district~~ shall ~~have~~ maintain a record of its attempts to gain consent by documenting telephone calls made or attempted, correspondence sent, and/or visits made to the home or place of employment. Failure to respond is not the same as refusing consent for reevaluation.

F. Revoking Consent for Evaluation

Consent previously given for an evaluation or an individual assessment, the initial provision of

special education and related services, and the disclosure of information may be revoked, but a revocation of consent is not retroactive and does not negate any action that has occurred after the consent was given and before the consent was revoked. ~~only before the action occurs.~~ If consent is revoked for evaluation, the LEA ~~district~~ may continue to pursue the action by requesting a due process hearing. If the hearing officer determines that the action for which consent is sought is necessary, and the decision is not appealed, the LEA ~~district~~ may proceed with the action without the written consent of the parent/adult student. Consent must be revoked in writing.

See Chapter 4 for more information about consent.

Section 4. Written Notice

A. Definition

Written notice is the act of informing a parent/adult student in writing within a reasonable amount of time [a period of ten (10) calendar days unless exceptional circumstances apply; see Glossary for complete definition], before the LEA ~~district~~ proposes to initiate or change, or refuses to initiate or change, the student's special education identification, the evaluation, educational placement, or provision of FAPE.

B. Criteria for Written Notice

1. Written notice must be provided ~~in~~ within a reasonable amount of time before implementing the proposed action.

2. Written notice shall be in language understandable to the general public. It must be provided in the native language or other mode of communication normally used by the parent/adult student unless it is clearly not feasible to do so. If the native language or other mode of communication is not a written language, the LEA ~~district~~ shall take steps to ensure the following:

   a. The notice is translated orally or by other means in the native language or other mode of communication.

   b. The parent/adult student understands the content of the notice.

   c. There is written evidence that the notice requirements of this section have been met, such as a written record in the student's special education file documenting what was discussed.

When a parent/adult student disagrees with the LEA's ~~district's~~ written notice of a proposed or refused action, he or she can attempt to remedy the dispute using ~~SDE~~ Idaho Department of Education processes, such as IEP facilitation, mediation, formal complaint procedures, or due process hearing procedures afforded by the IDEA. ~~In addition, the parent/adult student may have the right to prevent the district from taking action by filing a written objection with the district.~~

C. Written Notice Is Required

1. The LEA ~~district~~ shall provide written notice within a reasonable amount of time in the

following circumstances:

a. before proposing or refusing to initiate or change the following:

1) identification of the student;

2) any assessments for initial evaluation or reevaluation;

3) educational placement; or

4) the provision of FAPE.

~~2. After the district's decision to refuse a parent's/adult student's request to initiate or change the identification, assessment, placement, or provision of FAPE.~~

b. If the LEA ~~district~~ refuses to convene an IEP team meeting at the request of a parent/adult student.

c. If the ~~district~~ LEA makes a change in the IEP after an IEP team meeting to correct a typographical error which results in a change in the services provided to a student.

d. When the evaluation team determines that additional assessments are not required during a reevaluation to determine whether the student continues to meet eligibility criteria, the LEA ~~district~~ shall provide written notice to the parent/adult student of the decision and the reasons for that decision. The parent/adult student must also be informed of his or her right to request assessments, when necessary, to determine continued eligibility.

e. If a parent files a due process hearing request. The LEA shall provide~~, the district is required to give~~ written notice specific to the issues raised in the due process hearing request within ten (10) days.

f. If the LEA ~~district~~ has determined that the student is being removed for disciplinary purposes ~~which~~ and the removal constitutes a change of placement.

g. If the parent/adult student revokes consent for the continued provision of special education.

D. Written Notice is Not Required

The LEA ~~district~~ is not required to provide written notice in the following situations:

1. when reviewing existing data as part of an evaluation ~~or a reevaluation (however, the parent/adult student shall be afforded the opportunity to participate in the review of existing data)~~;

2. when tests are administered to ~~both general and special education~~ all students in a grade or class;

3. when teacher or related service provider observations, ongoing classroom evaluation, or criterion-referenced tests are used ~~as assessments~~ in determining ~~the~~ a student's progress toward goals, objectives and benchmarks on the IEP; or

4. ~~if outside observation is in relation to teacher's general practices.~~ when a student is screened by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation.

E. Content of Written Notice

The content of written notice is intended to provide the parent/adult student with enough information so that ~~he or she~~ the parent/adult student is able to fully understand the ~~district~~ LEA's proposed action or refused action and to make informed decisions, if necessary.

The written notice shall include the following:

1. a description of the action proposed or refused by the ~~district~~ LEA;
2. an explanation of why the ~~district~~ LEA proposes or refuses to take the action;
3. a description of any other options the IEP team considered and the reasons why those options were rejected;
4. a description of each procedure, assessment, record, or report that the ~~district~~ LEA used as a basis for the proposed or refused action;
5. a description of any other factors relevant to the proposed or refused action;
6. a statement that the parent/adult student has special education rights and a description of how to obtain a copy of the *Procedural Safeguards Notice*; and
7. sources to contact in obtaining assistance in understanding the *Procedural Safeguards Notice*.

F. Objection to ~~District~~ LEA Proposal

If a parent/adult student disagrees with an IEP program change or placement change that is proposed by the IEP team, ~~he or she~~ the parent/adult student may file a written objection to all or part of the proposed change. ~~The district will respond as follows:~~

~~1. If the objection is postmarked or hand delivered within ten (10) calendar days of the date the parent/adult student received the written notice, the changes to which the parent/adult student objects cannot be implemented for fifteen (15) calendar days or as extended through mutual agreement by the district and parent/adult student while the parties work to resolve the dispute.~~

~~2. If a proposed change is being implemented during the ten (10) day period and an objection is received, the implementation of that change shall cease.~~

~~3. If an objection is made after ten (10) calendar days, the district may continue to implement the change, but the parent/adult student retains the right to exercise other procedures under the IDEA.~~

The parties may resolve a disagreement using methods such as holding additional IEP team meetings or utilizing ~~SDE~~ Idaho Department of Education Dispute Resolution processes, such as facilitation or mediation. If these attempts fail or are refused, the proposed IEP shall be implemented ~~after fifteen (15) calendar days~~ unless a due process hearing request is filed to obtain a hearing officer's decision regarding the proposed IEP, unless it is an initial IEP.

A parent's/adult student's written objection to an IEP or placement change cannot be used to prevent the ~~district~~ LEA from unilaterally placing the student in an IAES in accordance with the IDEA procedures for discipline of a student or to challenge an eligibility/identification determination.

Section 5. Confidentiality and Access to Records

The ~~district~~ LEA shall collect, use, and maintain information about a student to make appropriate decisions concerning special education and the provision of FAPE. A student's special education case manager, usually the special education teacher, should organize all relevant records specific to ~~district~~ LEA guidelines and the IDEA requirements.

The IDEA and Family Educational Rights and Privacy Act (FERPA) contain provisions to protect the confidentiality of personally identifiable information (PII) in student special education records. These statutes also provide for the right to review and inspect records.

A. Definitions

A "record" is defined as personally identifiable information directly related to the student and maintained by the ~~district~~ LEA or a party acting for the ~~district~~ LEA. A student record can be written or electronic.

1. "Personally identifiable information" means information that contains:
    a. The name of the student, the student's parent, or other family member;
    b. The address of the student;
    c. A personal identifier, such as the student's social security number or student number; or
    d. A list of personal characteristics or other information that would make it possible to identify the student with reasonable certainty.

2. The term "record" may include, but is not limited to, the following:
    a. identifying data (name, address, parents, siblings, ~~Social Security~~ social security number, list of personal characteristics making identification reasonably certain by a person in the school community);
    b. academic work completed (courses taken, transcript);
    c. level of achievement (grades, portfolios, performance assessments, scores on standardized achievement tests, etc.);
    d. attendance data;

e. scores and protocols of standardized intelligence, aptitude, and psychological tests;

f. records of teachers, counselors, medical personnel, and psychologists working directly with a student if disclosed to others;

g. interest inventory results;

h. observations and verified reports of serious or recurring behavior patterns;

i. videotapes or audiotapes;

j. health data including medical assessments;

k. family background information;

l. transportation records;

m. student records maintained by agencies and individuals contracting with the ~~district~~ LEA; and

n. email, text messages, or other written notes sent regarding the student or the student's family, to the extent these communications are maintained by the ~~district~~ LEA.

3. The term "record" does not include:

a. records of instructional, supervisory, ancillary, and administrative personnel that are kept in the sole possession of the maker of the record and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;

b. records created by law enforcement units of schools and maintained separately for non-educational purposes; ~~and~~

c. employment records about a student who is employed by a school or ~~district~~ LEA. (Note: Records relating to an individual in attendance at the agency or institution who is employed as a result of his or her status as a student are education records ~~and not excepted~~);

d. records on a student who is eighteen (18) years of age or older, or is attending an institution of postsecondary education, that are:

i. made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity;

ii. made, maintained, or used only in connection with treatment of the student;

iii. disclosed only to individuals providing the treatment (Note: ~~"Treatment"~~ "treatment" does not include ~~remediation~~ remedial educational activities or activities that are a part of the program of instruction); and

e. grades on peer-graded papers before they are collected and recorded by a teacher.

B. Protection of Records

The ~~district~~ LEA shall prevent unauthorized disclosure of personally identifiable information pertaining to students with disabilities. "Disclosure" is the release, transfer, or other communication of education records or of personally identifiable information contained in those records to any party, by any means, including oral, written, or electronic. ~~Districts~~ LEAs must have a policy to protect personally identifiable information from security risk resulting from unsecured data transmittal or storage.

To ensure protection of records, the ~~district~~ LEA shall do the following:

1. Obtain written and dated consent from the parent/adult student before disclosing personally identifiable information:
    a. to unauthorized individuals; or
    b. for any purpose except as authorized by law.
2. Designate and train a records manager to ~~assure~~ ensure security of confidential records for students with disabilities.
3. Maintain a log of requests for access to education records if the request is not from a:
    a. ~~a~~ parent/adult student;
    b. ~~a~~ school employee with a legitimate educational interest;
    c. ~~a~~ party seeking designated directory information; or
    d. ~~a~~ party receiving the records as directed by a federal jury or other subpoena ordering no one to disclose the existence of the request to access records.

    This log includes the name, agency affiliation, date, and purpose for accessing the records. A log documenting denials ~~for~~ of records requests and partially fulfilled requests should also be maintained.
4. Maintain, for public inspection, a current listing of names and positions of employees who have access to personally identifiable information.
5. Establish procedures to ensure the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
6. Ensure that, if any education record includes information on more than one student, a parent/adult student will only be allowed to inspect, review, or be informed about the record of the student at issue.
7. Ensure that each person collecting or using personally identifiable information receives training or instruction regarding the policies and procedures governing confidentiality. All staff members, even those who do not have access to special education records,

should be informed about what is considered appropriate and inappropriate access to and use of information within the records. The ~~district~~ LEA ~~may~~ should maintain a record of the training provided—including the name of the person or persons providing the training, dates of the training, those attending, and the subjects covered—for the purpose of documenting that new staff members have been trained as soon as possible after they have been hired.

C. Access to Records

The ~~district~~ LEA shall:

1. Annually notify the parents of all students, including students with disabilities currently in attendance, of their rights under FERPA. The notice shall include all of the following:

    a. procedures for exercising the right to inspect and review education records;

    b. procedures for requesting amendment of records; and

    c. a specification of criteria for determining who constitutes a school official or employee in the ~~district~~ LEA and what constitutes a legitimate educational interest.

2. Permit a parent/adult student, or his or her representative, to inspect and review any record relating to educational matters that is collected, maintained, or used by the ~~district~~ LEA. The ~~district~~ LEA will presume that a custodial or non-custodial parent has the authority to inspect and review a record relating to his or her child unless there are legal documents limiting access to those records under state law that have been provided to the ~~district~~ LEA A minor student's address will be deleted from any record if requested in writing by a custodial parent to prohibit a non-custodial parent from learning the address simply by having access to the school records.

    The ~~district~~ LEA will make records available to a parent/adult student for review:

    a. without delay but no later than forty-five (45) days after the request;

    b. before any meeting regarding an IEP;

    c. before a resolution session; and

    d. ~~not less than five (5) business days~~ before any due process hearing.

    ~~The district should note that test~~ If the LEA maintains test protocols that include personally identifiable information, these may be considered part of a student's educational record. Test publishers require ~~districts~~ LEAs to maintain the integrity and validity of tests. Parents or others authorized by the parent/adult student interested in a student's test results are allowed to view the student's responses to test items, but only if the information is shared in the presence of a person qualified to explain the results and meaning of the various items and data contained in the protocol.

3. Upon request, provide a parent/adult student with a list of the types of education records the school collects, maintains, or uses and where they are kept.

4. Respond to any reasonable request made by a parent/adult student for an explanation and interpretation of a record.

5. Provide a copy of education records if a parent/adult student would otherwise be unable to effectively exercise his or her right to inspect and review those records. ~~An education record may include copyrighted test protocols which include personally identifiable information.~~ A fee may be charged for the copies, unless the imposition of a fee effectively prevents a parent/adult student from exercising the right to inspect and review the student's records. A fee may not be charged ~~but not~~ to search for or retrieve information. The ~~district~~ LEA shall publish a schedule of fees it intends to charge.

6. Always provide a parent/adult student a copy of the IEP and any documentation of identification and eligibility.

D. Disclosures Not Requiring Consent

Consent is generally required to disclose personally identifiable information to others. However, consent is not required in certain circumstances, including, but not limited to ~~when~~:

1. A school official or employee has a legitimate educational interest to access the records. A contractor, consultant, volunteer or other party may be considered a school official if that individual performs a function for which the ~~district~~ LEA would otherwise use employees, is under the direct control of the ~~district~~ LEA regarding the use and maintenance of education records, and is subject to the same requirements regarding the use and redisclosure of personally identifiable information from education records.

2. A representative of the Federal Comptroller General, the United States Department of Education, or the ~~State~~ Idaho Department of Education ~~(SDE)~~ accesses records necessary for an audit or evaluation of a federal program or for enforcement or compliance with federal regulations.

3. ~~A student transfers to another school or school system in which the student intends to enroll unless a district has adopted a procedure requiring consent. However, the parent/adult student should be notified of the request for records at the last known address of the parent/adult student unless he or she initiated the request.~~ The disclosure is to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer. A reasonable attempt to notify the parent/adult student of the record disclosure at the last known address shall be made unless the disclosure was initiated by the parent/adult student, or the LEA, in its annual notification, includes a notice that records will be forwarded.

4. The disclosure is in connection with a health or safety emergency under specified FERPA

criteria.

~~5. The health and safety of the student or other individuals is in jeopardy because of an emergency.~~

5. The disclosure is to state and local officials and concerns the juvenile justice system's ability to effectively serve the student ~~or the ability to respond to court orders or subpoenas,~~ as specified in state law. ~~The district will make a reasonable effort to notify the parent of the court order in advance of compliance, unless the subpoena specifically states that it is not to be disclosed.~~

6. The disclosure is to an ~~An~~ organization that conducts studies on behalf of education agencies or institutions under specified FERPA criteria.

7. The disclosure is in connection with an application for financial aid and is necessary to determine eligibility for the aid, the amount of the aid, conditions for the aid, or to enforce the terms and conditions of the aid ("financial aid" means a payment of funds to an individual that is conditioned on the individual's attendance at an education agency or institution).

8. The disclosure is to accrediting organizations to carry out their accrediting functions.

9. The disclosure is to the parent of an adult student who is claimed by the parent as a dependent for IRS purposes.

10. The disclosure is to comply with a judicial order or lawfully issued subpoena. The LEA must make a reasonable effort to notify the parent of the court order in advance of compliance, unless the subpoena specifically states that it is not to be disclosed.

11. The ~~district~~ LEA has designated information as "directory information" under the ~~conditions in~~ specified FERPA criteria.

E. Destruction of Records

The ~~district~~ LEA will maintain education records, including eligibility documentation and IEPs, for at least five (5) years after a student's disenrollment from the ~~district~~ LEA to demonstrate fiscal accountability and program compliance with the IDEA requirements. If maintained by the LEA, test protocols containing personally identifiable information are considered education records. Assessment results shall be maintained during the period in which any report that utilizes such information is in effect. Electronic copies will be treated as the original so long as those copies adequately capture any handwritten notes and signatures.

~~The district shall inform a parent/adult student when personally identifiable information collected, maintained, or used is to be destroyed because the information is no longer needed to provide educational services to the student.~~

~~Electronic copies will be treated as the original so long as those copies adequately capture any handwritten notes and signatures. Test Protocols and other assessment information shall be~~

~~maintained during the period in which the report, which utilizes such information, is in effect.~~

~~Note:~~ Medicaid-related records, specifically expenditure documentation, cost allocation process, all student records related to the Medicaid billing and service delivery (e.g., data sheets, IEPs, health care plans, physician recommendations for assessments and IEP services, evaluation recommendations, documented supervision of paraprofessionals), and revenue documentation, must be kept for a period of six (6) years.

The LEA shall inform a parent/adult student when records containing personally identifiable information collected, maintained, or used is to be destroyed because the records are no longer needed to provide educational services to the student. The parent/adult student must be informed of the records containing personally identifiable information that the ~~district~~ LEA intends to destroy and that the ~~information~~ records will be destroyed no earlier than forty-five (45) calendar days from the date of the notice. The parent/adult student must also be informed of the procedure to follow if he or she wishes to formally object to the destruction of the ~~information~~ records and wants the records sent to him or her.

Written and electronic records of individual students are confidential. The ~~district~~ LEA will ensure the complete destruction of the records, which may include but is not limited to shredding, permanently deleting, or burning, under supervision of the staff member responsible for the records if not released to the parent/adult student. The records manager ~~should~~ shall maintain a log that documents the date of destruction or release of records.

A permanent record of the student's name, address, phone number, grades, classes attended, immunization records, test scores, attendance record, grade level, and year completed may be maintained by the ~~district~~ LEA without a time limitation. Any other personally identifiable information shall be destroyed at the request of the parent/adult former student. When informing the parent/adult student of his or her rights, the ~~district~~ LEA should remind the parent/adult student that the records might be needed for Social Security benefits or other purposes in the future.

F. Request for Amendment of Records

A parent/adult student may request that the ~~district~~ LEA amend the student's records if he or she believes that information collected, maintained, or used in the education record is inaccurate, misleading, or in violation of the privacy or other rights of the student. The ~~district~~ LEA will use the following procedure:

1. The ~~district~~ LEA, ~~within a reasonable period of time--~~without unnecessary delay and ~~not to exceed~~ within forty-five (45) calendar days of receipt of the request,~~—~~must decide whether to amend the record. If the ~~district~~ LEA refuses to amend the record, the parent/adult student must be informed of the refusal and be advised of the ~~right to and procedure for requesting a district hearing under~~ opportunity for a hearing conducted by the LEA to challenge the content of the student's education records. The hearing shall follow the procedures set forth in the ~~district~~ LEA's FERPA policy. A ~~district~~ hearing conducted by an LEA is an informal hearing that does not have all the requirements of a due process hearing.

2. If an ~~district~~ LEA hearing is requested and the ~~district~~ LEA decides that the information is inaccurate, misleading, or in violation of the student's rights, the ~~district~~ LEA shall amend the record and inform the parent/adult student in writing.

3. If an ~~district~~ LEA hearing is requested and the ~~district~~ LEA decides the information is accurate and does not violate the student's rights, the ~~district~~ LEA shall inform the parent/adult student ~~that he or she may~~ of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the LEA's decision, or both. ~~This statement may comment on the information in the record or set forth the parent's/adult student's reasons for disagreeing with the district.~~ Any statement placed with a record ~~must~~ shall accompany the record for as long as the ~~district~~ LEA maintains the record. If the ~~district~~ LEA discloses the record to any person, the ~~district~~ LEA shall also disclose the statement.

G. ~~District~~ LEA Hearings on Procedures for Records

Each ~~district~~ LEA ~~is required to~~ shall have a FERPA policy which includes the rights to request a hearing challenging the accuracy of records.

H. Students' Rights

When special education rights transfer to a student under the IDEA and Idaho ~~Code~~ law, the FERPA rights regarding education records also transfer to the student. The ~~district~~ LEA shall inform the parent/adult student that both the IDEA and FERPA rights regarding education records transfer although FERPA gives the parent of a student who is claimed to be a dependent for IRS purposes the right to request access without the consent of the student.

Section 6. Independent Educational Evaluations

A. Definition

An independent educational evaluation (IEE) means one or more individual assessments, each completed by a qualified examiner who is not employed by the ~~district~~ LEA responsible for the education of the student in question.

B. Right to an IEE

1. A parent/adult student has the right to obtain an IEE at public expense if he or she disagrees with an evaluation obtained or conducted by the ~~district~~ LEA, unless the LEA initiates a due process hearing, as discussed below.

2. The parent/adult student is entitled to only one IEE at public expense for each ~~district~~ LEA evaluation, unless the LEA initiates a due process hearing, as discussed below.

3. The parent/adult student has the right to an IEE at his or her own expense at any time, and the IEP team shall consider the results within a reasonable amount of time after receiving a copy of the IEE, if the IEE meets the LEA's criteria.

4. The parent/adult student may request an IEE at public expense if he or she disagrees with the results of the evaluation provided by the LEA. ~~because a specific area of the student's needs~~

~~wasn't assessed.is not automatically entitled to have additional assessments beyond those determined necessary by the district for an evaluation. However, if parent/adult student is interested in additional or different assessments and the district refuses to provide them and provides written notice of refusal. The parent/adult student may request a due process hearing.~~

a. If the IEE request is to challenge the existing results of the LEA's evaluation findings, the LEA must fund the IEE or file a request for a due process hearing.

5. If the request is for additional testing that has not been completed by the LEA for an evaluation, this request is not considered a request for an IEE. It is a request for additional testing. The LEA shall consider the request and then provide written notice of its decision. Upon receiving a request for an IEE, ~~A~~an ~~district~~ LEA may initiate a due process hearing, without undue delay, to determine if the evaluation it conducted is appropriate. If the final decision of a hearing officer, or a court ~~of law~~'s decision on an appeal, is that the evaluation conducted by the ~~district~~ LEA was appropriate, the parent and/or adult student still has the right to an IEE but at his or her own expense.

6. A hearing officer may order an IEE at public expense if he or she determines that the evaluation conducted by the ~~district~~ LEA was not appropriate.

C. Procedures for Requesting an IEE

If a parent/adult student requests an IEE at public expense, the ~~district~~ LEA may ask why he or she disagrees with the evaluation obtained by the ~~district~~ LEA, but the ~~district~~ LEA cannot require an explanation as a condition of providing an IEE. The ~~district~~ LEA shall give the parent/adult student the criteria under which an IEE can be obtained. The ~~district~~ LEA's IEE criteria shall be the same criteria used by the LEA when conducting an evaluation and shall include the following information:

1. the location for the evaluation;

2. the required qualifications of the examiner;

3. the eligibility requirements for the specific disability categories; and

4. reasonable cost containment criteria applicable to personnel for specified assessments to eliminate unreasonably excessive fees.

Except for the criteria listed above, the ~~district~~ LEA may not impose other conditions or timelines if doing so would be inconsistent with the parent's/adult student's right to an IEE. Upon request, a list of qualified examiners who can conduct an IEE will be provided.

A parent/adult student may request an opportunity to demonstrate that unique circumstances justify an IEE that does not fall within the ~~district~~ LEA's cost criteria. If an IEE that falls outside the ~~district~~ LEA's cost criteria is justified, that IEE will be publicly funded.

D. ~~District~~ LEA Responsibilities Following IEE Requests

1. If a parent/adult student requests an IEE at public expense, the ~~district~~ LEA shall do one of the following without ~~unnecessary~~ unreasonable delay:

    a. Provide the ~~district's~~ LEA's IEE criteria and information about where an IEE may be obtained~~.~~ and ensure that an IEE is provided at public expense; or

    b. Request a due process hearing to show that the ~~district's~~ LEA's evaluation is appropriate. If the final hearing decision is that the ~~district's~~ LEA's evaluation is appropriate, the parent/adult student may pursue an IEE, but at his or her own expense.

2. If a parent/adult student asks the ~~district~~ LEA to pay for an IEE that has already been obtained, the ~~district~~ LEA shall pay for the IEE if it meets the criteria for publicly funded IEEs unless the LEA initiates a due process hearing. If the ~~district~~ LEA believes that its evaluation was appropriate, but agrees to pay for the IEE, the ~~district~~ LEA should state this in writing within the same document in which it agrees to pay. The ~~district~~ LEA ~~can~~ may also request ~~SDE~~ Idaho Department of Education mediation.

E. Consideration of the IEE Results

If a parent/adult student obtains an IEE and makes that evaluation available to the ~~district~~ LEA, the results must be considered by the ~~district~~ LEA in any decision made with respect to the provision of FAPE. The results may also be presented as evidence at a hearing regarding the student. ~~This is true regardless of whether the IEE is at the expense of the parent/adult student or district.~~

The results of an IEE cannot be the sole determining factor for eligibility. The evaluation team has the responsibility to use the LEA's ~~existing~~ evaluation results and other existing evaluation data in addition to the IEE to determine whether a student has or continues to have a disability under the IDEA.

Part B Procedural Safeguards Notice

Revised: June 2016

Dear Parent,

This document provides you with the required notice of the procedural safeguards available under the Individuals with Disabilities Education Act (IDEA) and U.S. Department of Education regulations. The IDEA, the Federal law concerning the education of students with disabilities, requires schools to provide the parent(s) of a child with a disability a notice containing a full explanation of the procedural safeguards available. A copy of this notice must be given only one time per school year, except that a copy must also be given:

(1) Upon initial referral or your request for evaluation;
(2) Upon receipt of your first State complaint and upon receipt of your first due process complaint in a school year;
(3) When a decision is made to take a disciplinary action against your child that constitutes a change of placement; and
(4) Upon your request.

Please contact the school district for more information on these rights.

For further explanation you may also contact:

Idaho Special Education Dispute Resolution, State Dept. of Education
P.O. Box 83720
Boise, ID 83720-0027
Phone: (208) 332-6914 Toll free: (800) 432-4601 V/TT: (800) 377-3529
Fax: (208) 334-2228
Web: www.sde.idaho.gov

For further assistance in matters relating to dispute resolution, you may contact:

DisAbility Rights Idaho
Boise Office
4477 Emerald Street,
Suite B-100
Boise, ID 83706-2066
Phone: (208) 336-5353
Toll free: (800) 632-5125
Fax: (208) 336-5396
Web: disabilityrightsidaho.org

DisAbility Rights Idaho
Pocatello Office
1246 Yellowstone Ave
Suite A-3
Pocatello, ID 83201-4374
Phone: (208) 232-0922
Toll free: (866) 309-1589
Fax: (208) 232-0938
Web: disabilityrightsidaho.org

Idaho Parents Unlimited, Inc.
(IPUL)
4619 Emerald, Ste. E
Boise, ID 83702
Phone: (208) 342-5884
Toll-free: (800) 242-IPUL (4785)
V/TT: (208) 342-5884
Fax: (208) 342-1408
Web: ipulidaho.org

Idaho Legal Aid Services
1447 Tyrell Lane
Boise, ID 83706
Phone: (208) 336-8980
Fax: (208) 342-2561
Web idaholegalaid.org

Idaho State Bar Association
P.O. Box 895
Boise, ID 83701
Phone (208) 334-4500
Fax: (208) 334-4515
Web: isb.idaho.gov

Wrightslaw Idaho Yellow Pages for Kids
Web: yellowpagesforkids.com/help/id.htm

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General Information

Prior Written Notice

34 CFR §300.503

Notice

Your school district must give you written notice (provide you certain information in writing), within a reasonable amount of time before it:

1. Proposes to initiate or to change the identification, evaluation, or educational placement of your child, or the provision of a free appropriate public education (FAPE) to your child; **or**

2. Refuses to initiate or to change the identification, evaluation, educational placement of your child, or the provision of FAPE to your child.

Content of notice

The written notice must:

1. Describe the action that your school district proposes or refuses to take;

2. Explain why your school district is proposing or refusing to take the action;

3. Describe each evaluation procedure, assessment, record, or report your school district used in deciding to propose or refuse the action;

4. Include a statement that you have protections under the procedural safeguards provisions in Part B of IDEA;

5. Tell you how you can obtain a description of the procedural safeguards if the action that your school district is proposing or refusing is not an initial referral for evaluation;

6. Include resources for you to contact for help in understanding Part B of IDEA;

7. Describe any other options that your child's individualized education program (IEP) Team considered and the reasons why those options were rejected; **and**

8. Provide a description of other reasons why your school district proposed or refused the action.

Notice in understandable language

The notice must be:

1. Written in language understandable to the general public; **and**

2. Provided in your native language or other mode of communication you use, unless it is clearly not feasible to do so.

If your native language or other mode of communication is not a written language, your school district must ensure that:

1. The notice is translated for you orally or by other means in your native language or other mode of communication;

2. You understand the content of the notice; **and**

3. There is written evidence that the requirements in paragraphs 1 and 2 have been met.

NATIVE LANGUAGE

34 CFR §300.29

Native language, when used regarding an individual who has limited English proficiency, means the following:

1. The language normally used by that person, or, in the case of a child, the language normally used by the child's parents;
2. In all direct contact with a child (including evaluation of the child), the language normally used by the child in the home or learning environment.

For a person with deafness or blindness, or for a person with no written language, the mode of communication is what the person normally uses (such as sign language, Braille, or oral communication).

ELECTRONIC MAIL

34 CFR §300.505

If your school district offers parents the choice of receiving documents by e-mail, you may choose to receive the following by e-mail:

1. Prior written notice;

2. Procedural safeguards notice; **and**

3. Notices related to a due process complaint.

PARENTAL CONSENT – DEFINITION

34 CFR §300.9

Consent

Consent means:

1. You have been fully informed in your native language or other mode of communication (such as sign language, Braille, or oral communication) of all information about the action for which you are giving consent.
2. You understand and agree in writing to that action, and the consent describes that action and lists the records (if any) that will be released and to whom; **and**
3. You understand that the consent is voluntary on your part and that you may withdraw your consent at any time.

If you wish to revoke (cancel) your consent after your child has begun receiving special education and related services, you must do so in writing. Your withdrawal of consent does not negate (undo) an action that has occurred after you gave your consent but before you withdrew it. In addition, the school district is not required to amend (change) your child's education records to remove any references that your child received special education and related services after your withdrawal of consent.

PARENTAL CONSENT

34 CFR §300.300

Consent for initial evaluation

Your school district cannot conduct an initial evaluation of your child to determine whether your child is eligible under Part B of IDEA to receive special education and related services without first providing you with prior written notice of the proposed action and obtaining your consent as described under the headings ***Prior Written Notice*** and ***Parental Consent.***

Your school district must make reasonable efforts to obtain your informed consent for an initial evaluation to decide whether your child is a child with a disability.

Your consent for initial evaluation does not mean that you have also given your consent for the school district to start providing special education and related services to your child.

Your school district may not use your refusal to consent to one service or activity related to the initial evaluation as a basis for denying you or your child any other service, benefit, or activity, unless another Part B requirement requires the school district to do so.

If your child is enrolled in public school or you are seeking to enroll your child in a public school and you have refused to provide consent or failed to respond to a request to provide consent

for an initial evaluation, your school district may, but is not required to, seek to conduct an initial evaluation of your child by using the IDEA's mediation or due process complaint, resolution meeting, and impartial due process hearing procedures. Your school district will not violate its obligations to locate, identify and evaluate your child if it does not pursue an evaluation of your child in these circumstances.

Special rules for initial evaluation of wards of the State

If a child is a ward of the State and is not living with his or her parent —

The school district does not need consent from the parent for an initial evaluation to determine if the child is a child with a disability if:

1. Despite reasonable efforts to do so, the school district cannot find the child's parent;
2. The rights of the parents have been terminated in accordance with State law; **or**
3. A judge has assigned the right to make educational decisions to an individual other than the parent and that individual has provided consent for an initial evaluation.

Ward of the State, as used in IDEA, means a child who, as determined by the State where the child lives, is:

1. A foster child;
2. Considered a ward of the State under State law; **or**
3. In the custody of a public child welfare agency.

There is one exception that you should know about. *Ward of the State* does not include a foster child who has a foster parent who meets the definition of a *parent* as used in IDEA.

Parental consent for services

Your school district must obtain your informed consent before providing special education and related services to your child for the first time.

The school district must make reasonable efforts to obtain your informed consent before providing special education and related services to your child for the first time.

If you do not respond to a request to provide your consent for your child to receive special education and related services for the first time, or if you refuse to give such consent or later revoke (cancel) your consent in writing, your school district may not use the procedural safeguards (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) in order to obtain agreement or a ruling that the special education and related services (recommended by your child's IEP team) may be provided to your child without your consent.

If you refuse to give your consent for your child to receive special education and related services for the first time, or if you do not respond to a request to provide such consent or later revoke (cancel) your consent in writing and the school district does not provide your child with

the special education and related services for which it sought your consent, your school district:

1. Is not in violation of the requirement to make a free appropriate public education (FAPE) available to your child for its failure to provide those services to your child; **and**
2. Is not required to have an individualized education program (IEP) meeting or develop an IEP for your child for the special education and related services for which your consent was requested.

If you revoke (cancel) your consent in writing at any point after your child is first provided special education and related services, then the school district may not continue to provide such services, but must provide you with prior written notice, as described under the heading ***Prior Written Notice***, before discontinuing those services.

Parent's Right to Object

Once you consent to the initial start of services, the school district is not required to obtain your consent to make changes to the IEP. However, if you do not want the school district to implement the changes to the IEP, you must submit your objections in writing. Your written objections must either be postmarked or hand-delivered to the school district within 10 days of receiving the written notice of the changes.

IDAPA 8.02.03.109.05a

Parental consent for reevaluations

Your school district must obtain your informed consent before it reevaluates your child, unless your school district can demonstrate that:

1. It took reasonable steps to obtain your consent for your child's reevaluation; **and**
2. You did not respond.

If you refuse to consent to your child's reevaluation, the school district may, but is not required to, pursue your child's reevaluation by using the mediation, due process complaint, resolution meeting, and impartial due process hearing procedures to seek to override your refusal to consent to your child's reevaluation. As with initial evaluations, your school district does not violate its obligations under Part B of IDEA if it declines to pursue the reevaluation in this manner.

Documentation of reasonable efforts to obtain parental consent

Your school must maintain documentation of reasonable efforts to obtain your consent for initial evaluations, to provide special education and related services for the first time, for a reevaluation, and to locate parents of wards of the State for initial evaluations. The documentation must include a record of the school district's attempts in these areas, such as:

1. Detailed records of telephone calls made or attempted and the results of those calls;

2. Copies of correspondence sent to you and any responses received; **and**

3. Detailed records of visits made to your home or place of employment and the results of those visits.

Other consent requirements

Your consent is not required before your school district may:

1. Review existing data as part of your child's evaluation or a reevaluation; **or**

2. Give your child a test or other evaluation that is given to all children unless, before that test or evaluation, consent is required from parents of all children.

The school district must develop and implement procedures to ensure that your refusal to consent to any of these other services and activities does not result in a failure to provide your child with a free appropriate public education (FAPE). Also, your school district may not use your refusal to consent to one of these services or activities as a basis for denying any other service, benefit, or activity, unless another Part B requirement requires the school district to do so.

If you have enrolled your child in a private school at your own expense or if you are home schooling your child, and you do not provide your consent for your child's initial evaluation or your child's reevaluation, or you fail to respond to a request to provide your consent, the school district may not use its dispute resolution procedures (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) and is not required to consider your child as eligible to receive equitable services (services made available to some parentally-placed private school children with disabilities).

INDEPENDENT EDUCATIONAL EVALUATIONS

34 CFR §300.502

General

As described below, you have the right to obtain an independent educational evaluation (IEE) of your child if you disagree with the evaluation of your child that was obtained by your school district.

If you request an independent educational evaluation, the school district must provide you with information about where you may obtain an independent educational evaluation and about the school district's criteria that apply to independent educational evaluations.

Definitions

Independent educational evaluation means an evaluation conducted by a qualified examiner who is not employed by the school district responsible for the education of your child.

Public expense means that the school district either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to you, consistent with the provisions of Part B of IDEA, which allow each State to use whatever State, local, Federal, and private sources of support are available in the State to meet the requirements of Part B of the Act.

Right to evaluation at public expense

You have the right to an independent educational evaluation of your child at public expense if you disagree with an evaluation of your child obtained by your school district, subject to the following conditions:

1. If you request an independent educational evaluation of your child at public expense, your school district must, without unnecessary delay, either: (a) File a due process complaint to request a hearing to show that its evaluation of your child is appropriate; or (b) Provide an independent educational evaluation at public expense, unless the school district demonstrates in a hearing that the evaluation of your child that you obtained did not meet the school district's criteria.
2. If your school district requests a hearing and the final decision is that your school district's evaluation of your child is appropriate, you still have the right to an independent educational evaluation, but not at public expense.
3. If you request an independent educational evaluation of your child, the school district may ask why you object to the evaluation of your child obtained by your school district. However, your school district may not require an explanation and may not unreasonably delay either providing the independent educational evaluation of your child at public expense or filing a due process complaint to request a due process hearing to defend the school district's evaluation of your child.

You are entitled to only one independent educational evaluation of your child at public expense each time your school district conducts an evaluation of your child with which you disagree.

Parent initiated evaluations

If you obtain an independent educational evaluation of your child at public expense or you share with the school district an evaluation of your child that you obtained at private expense:

1. Your school district must consider the results of the evaluation of your child, if it meets the school district's criteria for independent educational evaluations, in any decision made with respect to the provision of a free appropriate public education (FAPE) to your child; **and**
2. You or your school district may present the evaluation as evidence at a due process hearing regarding your child.

Requests for evaluations by hearing officers

If a hearing officer requests an independent educational evaluation of your child as part of a due process hearing, the cost of the evaluation must be at public expense.

School district criteria

If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the school district uses when it initiates an evaluation (to the extent those criteria are consistent with your right to an independent educational evaluation).

Except for the criteria described above, a school district may not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

CONFIDENTIALITY OF INFORMATION

34 CFR §300.611

As used under the heading Confidentiality of Information:

Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

Education records means the type of records covered under the definition of ''education records'' in 34 CFR Part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA)).

Participating agency means any school district, agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of IDEA.

PERSONALLY IDENTIFIABLE

34 CFR §300.32

Personally identifiable means information that includes:

(a) Your child's name, your name as the parent, or the name of another family member;

(b) Your child's address;

(c) A personal identifier, such as your child's social security number or student number; **or**

(d) A list of personal characteristics or other information that would make it possible to identify your child with reasonable certainty.

NOTICE TO PARENTS

34 CFR §300.612

The State Educational Agency must give notice that is adequate to fully inform parents about confidentiality of personally identifiable information, including:

1. A description of the extent to which the notice is given in the native languages of the various population groups in the State;
2. A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the State intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
3. A summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; **and**
4. A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations in 34 CFR Part 99.

Before any major activity to identify, locate, or evaluate children in need of special education and related services (also known as "child find"), the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the State of these activities.

ACCESS RIGHTS

34 CFR §300.613

The participating agency must permit you to inspect and review any education records relating to your child that are collected, maintained, or used by your school district under Part B of IDEA. The participating agency must comply with your request to inspect and review any education records on your child without unnecessary delay and before any meeting regarding an individualized education program (IEP), or any impartial due process hearing (including a resolution meeting or a hearing regarding discipline), and in no case more than 45 calendar days after you have made a request.

Your right to inspect and review education records includes:

1. Your right to a response from the participating agency to your reasonable requests for explanations and interpretations of the records;
2. Your right to request that the participating agency provide copies of the records if you cannot effectively inspect and review the records unless you receive those copies; **and**
3. Your right to have your representative inspect and review the records.

The participating agency may presume that you have authority to inspect and review records relating to your child unless advised that you do not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

RECORD OF ACCESS

34 CFR §300.614

Each participating agency must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of IDEA (except access by parents and authorized employees of the participating agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

RECORDS ON MORE THAN ONE CHILD

34 CFR §300.615

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

LIST OF TYPES AND LOCATIONS OF INFORMATION

34 CFR §300.616

On request, each participating agency must provide you with a list of the types and locations of education records collected, maintained, or used by the agency.

FEES

34 CFR §300.617

Each participating agency may charge a fee for copies of records that are made for you under Part B of IDEA, if the fee does not effectively prevent you from exercising your right to inspect and review those records.

A participating agency may not charge a fee to search for or to retrieve information under Part B of IDEA.

AMENDMENT OF RECORDS AT PARENT'S REQUEST

34 CFR §300.618

If you believe that information in the education records regarding your child collected, maintained, or used under Part B of IDEA is inaccurate, misleading, or violates the privacy or other rights of your child, you may request the participating agency that maintains the information to change the information.

The participating agency must decide whether to change the information in accordance with your request within a reasonable period of time of receipt of your request.

If the participating agency refuses to change the information in accordance with your request, it must inform you of the refusal and advise you of your right to a hearing as described under the heading ***Opportunity For a Hearing***.

OPPORTUNITY FOR A HEARING

34 CFR §300.619

The participating agency must, on request, provide you an opportunity for a hearing to challenge information in education records regarding your child to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child.

HEARING PROCEDURES

34 CFR §300.621

A hearing to challenge information in education records must be conducted according to the procedures for such hearings under the Family Educational Rights and Privacy Act (FERPA).

RESULT OF HEARING

34 CFR §300.620

If, as a result of the hearing, the participating agency decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of your child, it must change the information accordingly and inform you in writing.

If, as a result of the hearing, the participating agency decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child, it must inform you of your right to place in the records that it maintains on your child a statement commenting on the information or providing any reasons you disagree with the decision of the participating agency.

Such an explanation placed in the records of your child must:

1. Be maintained by the participating agency as part of the records of your child as long as the record or contested portion is maintained by the participating agency; **and**

2. If the participating agency discloses the records of your child or the challenged information to any party, the explanation must also be disclosed to that party.

CONSENT FOR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

34 CFR §300.622

Unless the information is contained in education records, and the disclosure is authorized without parental consent under the Family Educational Rights and Privacy Act (FERPA), your consent must be obtained before personally identifiable information is disclosed to parties other than officials of participating agencies. Except under the circumstances specified below, your consent is not required before personally identifiable information is released to officials of participating agencies for purposes of meeting a requirement of Part B of IDEA.

Your consent, or consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.

If your child is in, or is going to go to, a private school that is not located in the same school district you reside in, your consent must be obtained before any personally identifiable information about your child is released between officials in the school district where the private school is located and officials in the school district where you reside.

SAFEGUARDS

34 CFR §300.623

Each participating agency must protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.

One official at each participating agency must assume responsibility for ensuring the confidentiality of any personally identifiable information.

All persons collecting or using personally identifiable information must receive training or instruction regarding your State's policies and procedures regarding confidentiality under Part B of IDEA and the Family Educational Rights and Privacy Act (FERPA).

Each participating agency must maintain, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.

DESTRUCTION OF INFORMATION

34 CFR §300.624

Your school district must inform you when personally identifiable information collected,

~~maintained, or used under Part B of IDEA is no longer needed to provide educational services to your child.~~

~~The information must be destroyed at your request. However, a permanent record of your child's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.~~

State Complaint Procedures

Differences Between the Procedures for Due Process Complaints and Hearings and for State Complaints

The regulations for Part B of IDEA set forth separate procedures for State complaints and for due process complaints and hearings. As explained below, any individual or organization may file a State complaint alleging a violation of any Part B requirement by a school district, the State Educational Agency, or any other public agency. Only you or a school district may file a due process complaint on any matter relating to a proposal or a refusal to initiate or change the identification, evaluation, or educational placement of a child with a disability, or the provision of a free appropriate public education (FAPE) to the child. While staff of the State Educational Agency generally must resolve a State complaint within a 60-calendar-day timeline, unless the timeline is properly extended, an impartial hearing officer must hear a due process complaint (if not resolved through a resolution meeting or through mediation) and issue a written decision within 45-calendar-days after the end of the resolution period, as described in this document under the heading Resolution Process, unless the hearing officer grants a specific extension of the timeline at your request or the school district's request. The State complaint and due process complaint, resolution and hearing procedures are described more fully below. The State Educational Agency must develop model forms to help you file a due process complaint and help you or other parties to file a State complaint as described under the heading ***Model Forms***.

Adoption of State Complaint Procedures

34 CFR §300.151

General

Each State Educational Agency must have written procedures for:

1. Resolving any complaint, including a complaint filed by an organization or individual from another State;
2. The filing of a complaint with the State Educational Agency;
3. Widely disseminating the State complaint procedures to parents and other interested individuals, including parent training and information centers, protection and advocacy agencies, independent living centers, and other appropriate entities.

Remedies for denial of appropriate services

In resolving a State complaint in which the State Educational Agency has found a failure to provide appropriate services, the State Educational Agency must address:

The failure to provide appropriate services, including corrective action-appropriate to address the needs of the child (such as compensatory services or monetary reimbursement); **and**

Appropriate future provision of services for all children with disabilities.

MINIMUM STATE COMPLAINT PROCEDURES

34 CFR §300.152

Time limit; minimum procedures

Each State Educational Agency must include in its State complaint procedures a time limit of 60 calendar days after a complaint is filed to:

1. Carry out an independent on-site investigation, if the State Educational Agency determines that an investigation is necessary;
2. Give the complainant the opportunity to submit additional information, either orally or in writing, about the allegations in the complaint;
3. Provide the school district or other public agency with the opportunity to respond to the complaint, including, at a minimum: (a) at the option of the agency, a proposal to resolve the complaint; **and** (b) an opportunity for a parent who has filed a complaint and the agency to agree voluntarily to engage in mediation;
4. Review all relevant information and make an independent determination as to whether the school district or other public agency is violating a requirement of Part B of IDEA; **and**
5. Issue a written decision to the complainant that addresses each allegation in the complaint and contains: (a) findings of fact and conclusions; **and** (b) the reasons for the State Educational Agency's final decision.

Time extension; final decision; implementation

The State Educational Agency's procedures described above also must:

1. Permit an extension of the 60 calendar-day time limit only if: (a) exceptional circumstances exist with respect to a particular State complaint; **or** (b) you and the school district or other public agency involved voluntarily agree to extend the time to resolve the matter through mediation or alternative means of dispute resolution, if available in the State.
2. Include procedures for effective implementation of the State Educational Agency's final decision, if needed, including: (a) technical assistance activities; (b) negotiations; **and** (c) corrective actions to achieve compliance.

State complaints and due process hearings

If a written State complaint is received that is also the subject of a due process hearing as described under the heading ***Filing a Due Process Complaint***, or the State complaint contains multiple issues of which one or more are part of such a hearing, the State must set aside any part of the State complaint that is being addressed in the due process hearing until the hearing is over. Any issue in the State complaint that is not a part of the due process hearing must be resolved using the time limit and procedures described above.

If an issue raised in a State complaint has previously been decided in a due process hearing involving the same parties (for example, you and the school district), then the due process hearing decision is binding on that issue and the State Educational Agency must inform the complainant that the decision is binding.

A complaint alleging a school district's or other public agency's failure to implement a due process hearing decision must be resolved by the State Educational Agency.

FILING A STATE COMPLAINT

34 CFR §300.153

An organization or individual may file a signed written State complaint under the procedures described above.

The State complaint must include:

A statement that a school district or other public agency has violated a requirement of Part B of IDEA or its implementing regulations in 34 CFR Part 300;

The facts on which the statement is based;

The signature and contact information for the party filing the complaint; and

If alleging violations regarding a specific child:

(a) The name of the child and address of the residence of the child;

(b) The name of the school the child is attending;

(c) In the case of a homeless child or youth, available contact information for the child, and the name of the school the child is attending;

(d) A description of the nature of the problem of the child, including facts relating to the problem; **and**

(e) A proposed resolution of the problem to the extent known and available to the party filing the complaint at the time the complaint is filed.

The complaint must allege a violation that occurred not more than one year prior to the date that the complaint is received as described under the heading ***Adoption of State Complaint Procedures.***

The party filing the State complaint must forward a copy of the complaint to the school district

or other public agency serving the child at the same time the party files the complaint with the State Educational Agency.

DUE PROCESS COMPLAINT PROCEDURES

FILING A DUE PROCESS COMPLAINT

34 CFR §300.507

General

You or the school district may file a due process complaint on any matter relating to a proposal or a refusal to initiate or change the identification, evaluation or educational placement of your child, or the provision of a free appropriate public education (FAPE) to your child.

The due process complaint must allege a violation that happened not more than two years before you or the school district knew or should have known about the alleged action that forms the basis of the due process complaint.

The above timeline does not apply to you if you could not file a due process complaint within the timeline because:

1. The school district specifically misrepresented that it had resolved the issues identified in the complaint; **or**
2. The school district withheld information from you that it was required to provide you under Part B of IDEA.

Information for parents

The school district must inform you of any free or low-cost legal and other relevant services available in the area if you request the information, **or** if you or the school district file a due process complaint.

DUE PROCESS COMPLAINT

34 CFR §300.508

General

In order to request a hearing, you or the school district (or your attorney or the school district's attorney) must submit a due process complaint to the other party. That complaint must contain all of the content listed below and must be kept confidential.

Whoever files the complaint must also provide the State Educational Agency with a copy of the complaint.

Content of the complaint

The due process complaint must include:

1. The name of the child;
2. The address of the child's residence;
3. The name of the child's school;
4. If the child is a homeless child or youth, the child's contact information and the name of the child's school;
5. A description of the nature of the problem of the child relating to the proposed or refused action, including facts relating to the problem; **and**
6. A proposed resolution of the problem to the extent known and available to the complaining party (you or the school district) at the time.

Notice required before a hearing on a due process complaint

You or the school district may not have a due process hearing until you or the school district (or your attorney or the school district's attorney) files a due process complaint that includes the information listed above.

Sufficiency of complaint

In order for a due process complaint to go forward, it must be considered sufficient. The due process complaint will be considered sufficient (to have met the content requirements above) unless the party receiving the due process complaint (you or the school district) notifies the hearing officer and the other party in writing, within 15 calendar days of receiving the complaint, that the receiving party believes that the due process complaint does not meet the requirements listed above.

Within five calendar days of receiving the notification that the receiving party (you or the school district) considers a due process complaint insufficient, the hearing officer must decide if the due process complaint meets the requirements listed above, and notify you and the school district in writing immediately.

Complaint amendment

You or the school district may make changes to the complaint only if:

1. The other party approves of the changes in writing and is given the chance to resolve the due process complaint through a resolution meeting, described under the heading ***Resolution Process***; **or**
2. By no later than five days before the due process hearing begins, the hearing officer grants permission for the changes.

If the complaining party (you or the school district) makes changes to the due process

complaint, the timelines for the resolution meeting (within 15 calendar days of receiving the complaint) and the time period for resolution (within 30 calendar days of receiving the complaint) start again on the date the amended complaint is filed.

Local educational agency (LEA) or school district response to a due process complaint

If the school district has not sent a prior written notice to you, as described under the heading ***Prior Written Notice***, regarding the subject matter contained in your due process complaint, the school district must, within 10 calendar days of receiving the due process complaint, send to you a response that includes:

1. An explanation of why the school district proposed or refused to take the action raised in the due process complaint;
2. A description of other options that your child's individualized education program (IEP) Team considered and the reasons why those options were rejected;
3. A description of each evaluation procedure, assessment, record, or report the school district used as the basis for the proposed or refused action; **and**
4. A description of the other factors that are relevant to the school district's proposed or refused action.

Providing the information in items 1-4 above does not prevent the school district from asserting that your due process complaint was insufficient.

Other party response to a due process complaint

Except as stated under the sub-heading immediately above, ***Local educational agency (LEA) or school district response to a due process complaint***, the party receiving a due process complaint must, within 10 calendar days of receiving the complaint, send the other party a response that specifically addresses the issues in the complaint.

MODEL FORMS

34 CFR §300.509

The State Educational Agency must develop model forms to help you to file a due process complaint and to help you and other parties to file a State complaint. However, your State or the school district may not require the use of these model forms. In fact, you can use the model form or another appropriate form, so long as it contains the required information for filing a due process complaint or a State complaint.

MEDIATION

34 CFR §300.506

General

The school district must develop procedures that make mediation available to allow you and the school district to resolve disagreements involving any matter under Part B of IDEA, including matters arising prior to the filing of a due process complaint. Thus, mediation is available to resolve disputes under Part B of IDEA, whether or not you have filed a due process complaint to request a due process hearing as described under the heading ***Filing a Due Process Complaint***.

Requirements

The procedures must ensure that the mediation process:

1. Is voluntary on your part and the school district's part;
2. Is not used to deny or delay your right to a due process hearing, or to deny any other rights provided under Part B of IDEA; **and**
3. Is conducted by a qualified and impartial mediator who is trained in effective mediation techniques.

The school district may develop procedures that offer parents and schools that choose not to use the mediation process, an opportunity to meet, at a time and location convenient to you, with a disinterested party:

1. Who is under contract with an appropriate alternative dispute resolution entity, or a parent training and information center or community parent resource center in the State; **and**
2. Who would explain the benefits of, and encourage the use of, the mediation process to you.

The State must keep a list of people who are qualified mediators and know the laws and regulations relating to the provision of special education and related services. The State Educational Agency must select mediators on a random, rotational, or other impartial basis.

The State is responsible for the costs of the mediation process, including the costs of meetings.

Each meeting in the mediation process must be scheduled in a timely manner and held at a place that is convenient for you and the school district.

If you and the school district resolve a dispute through the mediation process, both parties must enter into a legally binding agreement that sets forth the resolution and:

1. States that all discussions that happened during the mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding (court case); **and**
2. Is signed by both you and a representative of the school district who has the authority to bind the school district.

A written, signed mediation agreement is enforceable in any State court of competent jurisdiction (a court that has the authority under State law to hear this type of case) or in a

district court of the United States.

Discussions that happened during the mediation process must be confidential. They cannot be used as evidence in any future due process hearing or civil proceeding of any Federal court or State court of a State receiving assistance under Part B of IDEA.

Impartiality of mediator

The mediator:

1. May not be an employee of the State Educational Agency or the school district that is involved in the education or care of your child; **and**
2. Must not have a personal or professional interest which conflicts with the mediator's objectivity.

A person who otherwise qualifies as a mediator is not an employee of a school district or State agency solely because he or she is paid by the agency or school district to serve as a mediator.

RESOLUTION PROCESS

34 CFR §300.510

Resolution meeting

Within 15 calendar days of receiving notice of your due process complaint, and before the due process hearing begins, the school district must convene a meeting with you and the relevant member or members of the individualized education program (IEP) Team who have specific knowledge of the facts identified in your due process complaint. The meeting:

1. Must include a representative of the school district who has decision-making authority on behalf of the school district; **and**
2. May not include an attorney of the school district unless you are accompanied by an attorney.

You and the school district determine the relevant members of the IEP Team to attend the meeting.

The purpose of the meeting is for you to discuss your due process complaint, and the facts that form the basis of the complaint, so that the school district has the opportunity to resolve the dispute.

The resolution meeting is not necessary if:

1. You and the school district agree in writing to waive the meeting; or
2. You and the school district agree to use the mediation process, as described under the heading *Mediation*.

Resolution period

If the school district has not resolved the due process complaint to your satisfaction within 30 calendar days of the receipt of the due process complaint (during the time period for the resolution process), the due process hearing may occur.

The 45-calendar-day timeline for issuing a final due process hearing decision, as described under the heading, ***Hearing Decisions***, begins at the expiration of the 30-calendar-day resolution period, with certain exceptions for adjustments made to the 30-calendar-day resolution period, as described below.

Except where you and the school district have both agreed to waive the resolution process or to use mediation, your failure to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting is held.

If after making reasonable efforts and documenting such efforts, the school district is not able to obtain your participation in the resolution meeting, the school district may, at the end of the 30-calendar-day resolution period, request that a hearing officer dismiss your due process complaint. Documentation of such efforts must include a record of the school district's attempts to arrange a mutually agreed upon time and place, such as:

1. Detailed records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to you and any responses received; and
3. Detailed records of visits made to your home or place of employment and the results of those visits.

If the school district fails to hold the resolution meeting within 15 calendar days of receiving notice of your due process complaint **or** fails to participate in the resolution meeting, you may ask a hearing officer to begin the 45-calendar-day due process hearing timeline.

Adjustments to the 30-calendar-day resolution period

If you and the school district agree in writing to waive the resolution meeting, then the 45-calendar-day timeline for the due process hearing starts the next day.

After the start of mediation or the resolution meeting and before the end of the 30-calendar-day resolution period, if you and the school district agree in writing that no agreement is possible, then the 45-calendar-day timeline for the due process hearing starts the next day.

If you and the school district agree to use the mediation process but have not yet reached agreement, at the end of the 30-calendar-day resolution period the mediation process may be continued until an agreement is reached if both parties agree to the continuation in writing. However, if either you or the school district withdraws from the mediation process during this continuation period, then the 45-calendar-day timeline for the due process hearing starts the next day.

Written settlement agreement

If a resolution to the dispute is reached at the resolution meeting, you and the school district must enter into a legally binding agreement that is:

1. Signed by you and a representative of the school district who has the authority to bind the school district; and
2. Enforceable in any State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States or by the State Educational Agency, if your State has another mechanism or procedures that permit parties to seek enforcement of resolution agreements.

Agreement review period

If you and the school district enter into an agreement as a result of a resolution meeting, either party (you or the school district) may void the agreement within 3 business days of the time that both you and the school district signed the agreement.

| Hearings on Due Process Complaints

Impartial Due Process Hearing

34 CFR §300.511

General

Whenever a due process complaint is filed, you or the school district involved in the dispute must have an opportunity for an impartial due process hearing, as described in the ***Due Process Complaint*** and ***Resolution Process*** sections.

Impartial hearing officer

At a minimum, a hearing officer:

1. Must not be an employee of the State Educational Agency or the school district that is involved in the education or care of the child. However, a person is not an employee of the agency solely because he or she is paid by the agency to serve as a hearing officer;
2. Must not have a personal or professional interest that conflicts with the hearing officer's objectivity in the hearing;
3. Must be knowledgeable and understand the provisions of IDEA, Federal and State regulations pertaining to IDEA, and legal interpretations of IDEA by Federal and State courts; **and**
4. Must have the knowledge and ability to conduct hearings, and to make and write decisions, consistent with appropriate, standard legal practice.

Each school district must keep a list of those persons who serve as hearing officers that includes a statement of the qualifications of each hearing officer.

Subject matter of due process hearing

The party (you or the school district) that requests the due process hearing may not raise issues at the due process hearing that were not addressed in the due process complaint, unless the other party agrees.

Timeline for requesting a hearing

You or the school district must request an impartial hearing on a due process complaint within two years of the date you or the school district knew or should have known about the issue addressed in the complaint.

Exceptions to the timeline

The above timeline does not apply to you if you could not file a due process complaint because:

1. The school district specifically misrepresented that it had resolved the problem or issue that you are raising in your complaint; **or**
2. The school district withheld information from you that it was required to provide to you under Part B of IDEA.

HEARING RIGHTS

34 CFR §300.512

General

You have the right to represent yourself at a due process hearing (including a hearing relating to disciplinary procedures) or an appeal with a hearing to receive additional evidence, as described under the subheading, ***Appeal of decisions; impartial review***. In addition, any party to a hearing has the right to:

1. Be accompanied and advised by an attorney and/or persons with special knowledge or training regarding the problems of children with disabilities;
2. Be represented at the hearing by an attorney;
3. Present evidence and confront, cross-examine, and require the attendance of witnesses;
4. Prohibit the introduction of any evidence at the hearing that has not been disclosed to the other party at least five business days before the hearing;
5. Obtain a written, or, at your option, electronic, word-for-word record of the hearing; **and**
6. Obtain written, or, at your option, electronic findings of fact and decisions.

Additional disclosure of information

At least five business days prior to a due process hearing, you and the school district must disclose to each other all evaluations completed by that date and recommendations based on those evaluations that you or the school district intend to use at the hearing.

A hearing officer may prevent any party that fails to comply with this requirement from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party.

Parental rights at hearings

You must be given the right to:

1. Have your child present at the hearing;
2. Open the hearing to the public; **and**
3. Have the record of the hearing, the findings of fact and decisions provided to you at no cost.

HEARING DECISIONS

34 CFR §300.513

Decision of the hearing officer

A hearing officer's decision on whether your child received a free appropriate public education (FAPE) must be based on evidence and arguments that directly relate to FAPE.

In matters alleging a procedural violation (such as "an incomplete IEP Team"), a hearing officer may find that your child did not receive FAPE only if the procedural violations:

1. Interfered with your child's right to a free appropriate public education (FAPE);
2. Significantly interfered with your opportunity to participate in the decision-making process regarding the provision of a free appropriate public education (FAPE) to your child; **or**
3. Caused your child to be deprived of an educational benefit.

None of the provisions described above can be interpreted to prevent a hearing officer from ordering a school district to comply with the requirements in the procedural safeguards section of the Federal regulations under Part B of IDEA (34 CFR §§300.500 through 300.536).

Separate request for a due process hearing

Nothing in the procedural safeguards section of the Federal regulations under Part B of IDEA (34 CFR §§300.500 through 300.536) can be interpreted to prevent you from filing a separate due process complaint on an issue separate from a due process complaint already filed.

Findings and decision provided to the advisory panel and general public

The State Educational Agency or the school district, (whichever was responsible for your hearing) after deleting any personally identifiable information, must:

1. Provide the findings and decisions in the due process hearing or appeal to the State special education advisory panel; **and**
2. Make those findings and decisions available to the public.

Appeals

Finality of Decision; Appeal; Impartial Review

34 CFR §300.514

Finality of hearing decision

A decision made in a due process hearing (including a hearing relating to disciplinary procedures) is final, except that any party involved in the hearing (you or the school district) may appeal the decision by bringing a civil action, as described under the heading ***Civil Actions, Including the Time Period in Which to File Those Actions***.

Timelines and Convenience of Hearings and Reviews

34 CFR §300.515

The State Educational Agency must ensure that not later than 45 calendar days after the expiration of the 30-calendar-day period for resolution meetings **or**, as described under the sub-heading ***Adjustments to the 30-calendar-day resolution period,*** not later than 45 calendar days after the expiration of the adjusted time period:

1. A final decision is reached in the hearing; **and**
2. A copy of the decision is mailed to each of the parties.

A hearing officer may grant specific extensions of time beyond the 45-calendar-day time period described above at the request of either party (you or the school district).

Each hearing must be conducted at a time and place that is reasonably convenient to you and your child.

Civil Actions, Including the Time Period in Which to File Those Actions

34 CFR §300.516

General

Any party (you or the school district) who does not agree with the findings and decision in the due process hearing (including a hearing relating to disciplinary procedures) has the right to bring a civil action with respect to the matter that was the subject of the due process hearing. The action may be brought in a State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States without regard to the amount in dispute.

Time limitation

The party (you or the school district) bringing the action shall have 42 calendar days from the date of the decision of the hearing officer to file a civil action.

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Additional procedures

In any civil action, the court:

1. Receives the records of the administrative proceedings;
2. Hears additional evidence at your request or at the school district's request; **and**
3. Bases its decision on the preponderance of the evidence and grants the relief that the court determines to be appropriate.

Under appropriate circumstances, judicial relief may include reimbursement of private school tuition and compensatory education services.

Jurisdiction of district courts

The district courts of the United States have authority to rule on actions brought under Part B of IDEA without regard to the amount in dispute.

Rule of construction

Nothing in Part B of IDEA restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act of 1990, Title V of the Rehabilitation Act of 1973 (Section 504), or other Federal laws protecting the rights of children with disabilities, except that before the filing of a civil action under these laws seeking relief that is also available under Part B of IDEA, the due process procedures described above must be exhausted to the same extent as would be required if the party filed the action under Part B of IDEA. This means that you may have remedies available under other laws that overlap with those available under IDEA, but in general, to obtain relief under those other laws, you must first use the available administrative remedies under IDEA (i.e., the due process complaint; resolution process, including the resolution meeting; and impartial due process hearing procedures) before going directly into court.

THE CHILD'S PLACEMENT WHILE THE DUE PROCESS COMPLAINT AND HEARING ARE PENDING

34 CFR §300.518

Except as provided below under the heading ***PROCEDURES WHEN DISCIPLINING CHILDREN WITH DISABILITIES,*** once a due process complaint is sent to the other party, during the resolution process time period, and while waiting for the decision of any impartial due process hearing or court proceeding, unless you and the State or school district agree otherwise, your child must remain in his or her current educational placement.

If the due process complaint involves an application for initial admission to public school, your child, with your consent, must be placed in the regular public school program until the completion of all such proceedings.

If the due process complaint involves an application for initial services under Part B of IDEA for a child who is transitioning from being served under Part C of IDEA to Part B of IDEA and who is no longer eligible for Part C services because the child has turned three, the school district is not required to provide the Part C services that the child has been receiving. If the child is found eligible under Part B of IDEA and you consent for your child to receive special education and related services for the first time, then, pending the outcome of the proceedings, the school district must provide those special education and related services that are not in dispute (those which you and the school district both agree upon).

If a hearing officer in a due process hearing conducted by the State Educational Agency agrees with you that a change of placement is appropriate, that placement must be treated as your child's current educational placement where your child will remain while waiting for the decision of any impartial due process hearing or court proceeding.

ATTORNEYS' FEES

34 CFR §300.517

General

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you, if you prevail (win).

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to a prevailing State Educational Agency or school district, to be paid by your attorney, if the attorney: (a) filed a complaint or court case that the court finds is frivolous, unreasonable, or without foundation; **or** (b) continued to litigate after the litigation clearly became frivolous, unreasonable, or without foundation; **or**

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to a prevailing State Educational Agency or

school district, to be paid by you or your attorney, if your request for a due process hearing or later court case was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to unnecessarily increase the cost of the action or proceeding (hearing).

Award of fees

A court awards reasonable attorneys' fees as follows:

1. Fees must be based on rates prevailing in the community in which the action or proceeding arose for the kind and quality of services furnished. No bonus or multiplier may be used in calculating the fees awarded.
2. Attorneys' fees may not be awarded and related costs may not be reimbursed in any action or proceeding under Part B of IDEA for services performed after a written offer of settlement is made to you if:
    a. The offer is made within the time prescribed by Rule 68 of the Federal Rules of Civil Procedure or, in the case of a due process hearing or State-level review, at any time more than 10 calendar days before the proceeding begins;
    b. The offer is not accepted within 10 calendar days; **and**
    c. The court or administrative hearing officer finds that the relief finally obtained by you is not more favorable to you than the offer of settlement.

Despite these restrictions, an award of attorneys' fees and related costs may be made to you if you prevail and you were substantially justified in rejecting the settlement offer.

1. Fees may not be awarded relating to any meeting of the individualized education program (IEP) Team unless the meeting is held as a result of an administrative proceeding or court action.

Fees also may not be awarded for a mediation as described under the heading ***Mediation***.

A resolution meeting, as described under the heading ***Resolution Process***, is not considered a meeting convened as a result of an administrative hearing or court action, and also is not considered an administrative hearing or court action for purposes of these attorneys' fees provisions.

The court reduces, as appropriate, the amount of the attorneys' fees awarded under Part B of IDEA, if the court finds that:

1. You, or your attorney, during the course of the action or proceeding, unreasonably delayed the final resolution of the dispute;
2. The amount of the attorneys' fees otherwise authorized to be awarded unreasonably exceeds the hourly rate prevailing in the community for similar services by attorneys of reasonably similar skill, reputation, and experience;
3. The time spent and legal services furnished were excessive considering the nature of the action or proceeding; **or**

4. The attorney representing you did not provide to the school district the appropriate information in the due process request notice as described under the heading ***Due Process Complaint***.

However, the court may not reduce fees if the court finds that the State or school district unreasonably delayed the final resolution of the action or proceeding or there was a violation under the procedural safeguards provisions of Part B of IDEA.

Procedures When Disciplining Children with Disabilities

Authority of School Personnel

34 CFR §300.530

Case-by-case determination

School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change of placement, made in accordance with the following requirements related to discipline, is appropriate for a child with a disability who violates a school code of student conduct.

General

To the extent that they also take such action for children without disabilities, school personnel may, for not more than **10 school days** in a row, remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension. School personnel may also impose additional removals of the child of not more than **10 school days** in a row in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement (see the heading ***Change of Placement Because of Disciplinary Removals*** for the definition).

Once a child with a disability has been removed from his or her current placement for a total of **10 school days** in the same school year, the school district must, during any subsequent days of removal in that school year, provide services to the extent required below under the sub-heading ***Services***.

Additional authority

If the behavior that violated the student code of conduct was not a manifestation of the child's disability (see the subheading ***Manifestation determination***) and the disciplinary change of placement would exceed **10 school days** in a row, school personnel may apply the disciplinary procedures to that child with a disability in the same manner and for the same duration as it would to children without disabilities, except that the school must provide services to that child

as described below under ***Services***. The child's IEP Team determines the interim alternative educational setting for such services.

Services

The school district does not provide services to a child with a disability or a child without a disability who has been removed from his or her current placement for **10 school days or less** in that school year.

A child with a disability who is removed from the child's current placement for **more than 10 school days** and the behavior is not a manifestation of the child's disability (see subheading, ***Manifestation determination***) or who is removed under special circumstances (see the subheading, ***Special circumstances***) must:

1. Continue to receive educational services (have available a free appropriate public education), so as to enable the child to continue to participate in the general education curriculum, although in another setting (that may be an interim alternative educational setting), and to progress toward meeting the goals set out in the child's IEP; **and**
2. Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not happen again.

After a child with a disability has been removed from his or her current placement for **10 school days** in that same school year, and **if** the current removal is for **10 school days** in a row or less **and** if the removal is not a change of placement (see definition below), **then** school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

If the removal is a change of placement (see the heading, ***Change of Placement Because of Disciplinary Removals***), the child's IEP Team determines the appropriate services to enable the child to continue to participate in the general education curriculum, although in another setting (that may be an interim alternative educational setting), and to progress toward meeting the goals set out in the child's IEP.

Manifestation determination

Within **10 school days** of any decision to change the placement of a child with a disability because of a violation of a code of student conduct (except for a removal that is for **10 school days** in a row or less and not a change of placement), the school district, you, and other relevant members of the IEP Team (as determined by you and the school district) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by you to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; **or**

2. If the conduct in question was the direct result of the school district's failure to implement the child's IEP.

If the school district, you, and other relevant members of the child's IEP Team determine that either of those conditions was met, the conduct must be determined to be a manifestation of the child's disability.

If the school district, you, and other relevant members of the child's IEP Team determine that the conduct in question was the direct result of the school district's failure to implement the IEP, the school district must take immediate action to remedy those deficiencies.

Determination that behavior was a manifestation of the child's disability

If the school district, you, and other relevant members of the IEP Team determine that the conduct was a manifestation of the child's disability, the IEP Team must either:

1. Conduct a functional behavioral assessment, unless the school district had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child; **or**
2. If a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.

Except as described below under the sub-heading ***Special circumstances***, the school district must return your child to the placement from which your child was removed, unless you and the district agree to a change of placement as part of the modification of the behavioral intervention plan.

Special circumstances

Whether or not the behavior was a manifestation of your child's disability, school personnel may remove a student to an interim alternative educational setting (determined by the child's IEP Team) for not more than 45 school days, if your child:

1. Carries a weapon (see the definition below) to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district;
2. Knowingly has or uses illegal drugs (see the definition below), or sells or solicits the sale of a controlled substance, (see the definition below), while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district; **or**
3. Has inflicted serious bodily injury (see the definition below) upon another person while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district.

Definitions

Controlled substance means a drug or other substance identified under schedules I, II, III, IV, or

V in section 202(c) of the Controlled Substances Act (21 U.S.C. 812(c)).

Illegal drug means a controlled substance; but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health care professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.

Serious bodily injury has the meaning given the term ''serious bodily injury'' under paragraph (3) of subsection (h) of section 1365 of title 18, United States Code.

Weapon has the meaning given the term ''dangerous weapon'' under paragraph (2) of the first subsection (g) of section 930 of title 18, United States Code.

Notification

On the date it makes the decision to make a removal that is a change of placement of your child because of a violation of a code of student conduct, the school district must notify you of that decision, and provide you with a procedural safeguards notice.

CHANGE OF PLACEMENT BECAUSE OF DISCIPLINARY REMOVALS

34 CFR §300.536

A removal of your child with a disability from your child's current educational placement is a **change of placement** if:

1. The removal is for more than 10 school days in a row; **or**
2. Your child has been subjected to a series of removals that constitute a pattern because:
   a. The series of removals total more than 10 school days in a school year;
   b. Your child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
   c. Of such additional factors as the length of each removal, the total amount of time your child has been removed, and the proximity of the removals to one another.

Whether a pattern of removals constitutes a change of placement is determined on a case-by-case basis by the school district and, if challenged, is subject to review through due process and judicial proceedings.

DETERMINATION OF SETTING

34 CFR §300.531

The individualized education program (IEP) Team determines the interim alternative educational setting for removals that are **changes of placement**, and removals under the subheadings ***Additional authority*** and ***Special circumstances***.

APPEAL

34 CFR §300.532

General

You may file a due process complaint (see the heading ***Due Process Complaint Procedures***) to request a due process hearing if you disagree with:

1. Any decision regarding placement made under these discipline provisions; **or**
2. The manifestation determination described above.

The school district may file a due process complaint (see above) to request a due process hearing if it believes that maintaining the current placement of your child is substantially likely to result in injury to your child or to others.

Authority of hearing officer

A hearing officer that meets the requirements described under the subheading ***Impartial hearing officer*** must conduct the due process hearing and make a decision. The hearing officer may:

1. Return your child with a disability to the placement from which your child was removed if the hearing officer determines that the removal was a violation of the requirements described under the heading ***Authority of School Personnel***, or that your child's behavior was a manifestation of your child's disability; **or**
2. Order a change of placement of your child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of your child is substantially likely to result in injury to your child or to others.

These hearing procedures may be repeated, if the school district believes that returning your child to the original placement is substantially likely to result in injury to your child or to others.

Whenever you or a school district files a due process complaint to request such a hearing, a hearing must be held that meets the requirements described under the headings ***Due Process Complaint Procedures, Hearings on Due Process Complaints***, except as follows:

1. The State Educational Agency or school district must arrange for an expedited due process hearing, which must occur within **20** school days of the date the hearing is requested and must result in a determination within **10** school days after the hearing.
2. Unless you and the school district agree in writing to waive the meeting, or agree to use mediation, a resolution meeting must occur within **seven** calendar days of receiving notice of the due process complaint. The hearing may proceed unless the matter has been resolved to the satisfaction of both parties within **15** calendar days of receipt of the due process complaint.

3. A State may establish different procedural rules for expedited due process hearings than it has established for other due process hearings, but except for the timelines, those rules must be consistent with the rules in this document regarding due process hearings.

You or the school district may appeal the decision in an expedited due process hearing in the same way as for decisions in other due process hearings (see the heading ***Appeal***).

PLACEMENT DURING APPEALS

34 CFR §300.533

When, as described above, you or the school district file a due process complaint related to disciplinary matters, your child must (unless you and the State Educational Agency or school district agree otherwise) remain in the interim alternative educational setting pending the decision of the hearing officer, or until the expiration of the time period of removal as provided for and described under the heading ***Authority of School Personnel***, whichever occurs first.

PROTECTIONS FOR CHILDREN NOT YET ELIGIBLE FOR SPECIAL EDUCATION AND RELATED SERVICES

34 CFR §300.534

General

If your child has not been determined eligible for special education and related services and violates a code of student conduct, but the school district had knowledge (as determined below) before the behavior that brought about the disciplinary action occurred, that your child was a child with a disability, then your child may assert any of the protections described in this notice.

Basis of knowledge for disciplinary matters

A school district will be deemed to have knowledge that your child is a child with a disability if, before the behavior that brought about the disciplinary action occurred:

1. You expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or to your child's teacher that your child is in need of special education and related services;
2. You requested an evaluation related to eligibility for special education and related services under Part B of IDEA; **or**
3. Your child's teacher or other school district personnel expressed specific concerns about a pattern of behavior demonstrated by your child directly to the school district's

director of special education or to other supervisory personnel of the school district.

Exception

A school district would not be deemed to have such knowledge if:

1. You have not allowed an evaluation of your child or have refused special education services; **or**
2. Your child has been evaluated and determined to not be a child with a disability under Part B of IDEA.

Conditions that apply if there is no basis of knowledge

If prior to taking disciplinary measures against your child, a school district does not have knowledge that your child is a child with a disability, as described above under the sub-headings ***Basis of knowledge for disciplinary matters*** and ***Exception***, your child may be subjected to the disciplinary measures that are applied to children without disabilities who engage in comparable behaviors.

However, if a request is made for an evaluation of your child during the time period in which your child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.

Until the evaluation is completed, your child remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

If your child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by the school district, and information provided by you, the school district must provide special education and related services in accordance with Part B of IDEA, including the disciplinary requirements described above.

REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES

34 CFR §300.535

Part B of IDEA does not:

1. Prohibit an agency from reporting a crime committed by a child with a disability to appropriate authorities; **or**
2. Prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

Transmittal of records

If a school district reports a crime committed by a child with a disability, the school district:

1. Must ensure that copies of the child's special education and disciplinary records are transmitted for consideration by the authorities to whom the agency reports the crime; **and**
2. May transmit copies of the child's special education and disciplinary records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA).

REQUIREMENTS FOR UNILATERAL PLACEMENT BY PARENTS OF CHILDREN IN PRIVATE SCHOOLS AT PUBLIC EXPENSE

GENERAL

34 CFR §300.148

Part B of IDEA does not require a school district to pay for the cost of education, including special education and related services, of your child with a disability at a private school or facility if the school district made a free appropriate public education (FAPE) available to your child and you choose to place the child in a private school or facility. However, the school district where the private school is located must include your child in the population whose needs are addressed under the Part B provisions regarding children who have been placed by their parents in a private school under 34 CFR §§300.131 through 300.144.

Reimbursement for private school placement

If your child previously received special education and related services under the authority of a school district, and you choose to enroll your child in a private preschool, elementary school, or secondary school without the consent of or referral by the school district, a court or a hearing officer may require the agency to reimburse you for the cost of that enrollment if the court or hearing officer finds that the agency had not made a free appropriate public education (FAPE) available to your child in a timely manner prior to that enrollment and that the private placement is appropriate. A hearing officer or court may find your placement to be appropriate, even if the placement does not meet the State standards that apply to education provided by the State Educational Agency and school districts.

Limitation on reimbursement

The cost of reimbursement described in the paragraph above may be reduced or denied:

1. If: (a) At the most recent individualized education program (IEP) meeting that you attended prior to your removal of your child from the public school, you did not inform the IEP Team that you were rejecting the placement proposed by the school district to provide FAPE to your child, including stating your concerns and your intent to enroll your child in a private school at public expense; or (b) At least 10 business days (including any holidays that occur on a business day) prior to your removal of your child from the public school, you did not give written notice to the school district of that

information;

2. If, prior to your removal of your child from the public school, the school district provided prior written notice to you of its intent to evaluate your child (including a statement of the purpose of the evaluation that was appropriate and reasonable), but you did not make the child available for the evaluation; **or**

3. Upon a court's finding that your actions were unreasonable.

However, the cost of reimbursement:

1. Must not be reduced or denied for failure to provide the notice if: (a) The school prevented you from providing the notice; (b) You had not received notice of your responsibility to provide the notice described above; or (c) Compliance with the requirements above would likely result in physical harm to your child; **and**

2. May, in the discretion of the court or a hearing officer, not be reduced or denied for your failure to provide the required notice if: (a) You are not literate or cannot write in English; or (b) Compliance with the above requirement would likely result in serious emotional harm to your child.

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CHAPTER 13: DISPUTE RESOLUTION

On occasion, conflicts arise between ~~school districts~~ LEAs and families. Several mechanisms are available through the ~~State~~ Idaho Department of Education ~~(SDE)~~ to assist in resolving a dispute. The processes are facilitation, ~~informal conflict resolution~~, mediation, state complaints, due process hearings, and expedited due process hearings. This chapter contains information on each of these processes. The information contained within this chapter is not intended to limit in any manner the procedural due process/dispute resolution rights provided by federal or state law.
~~Contact Information~~

In addition to providing general information and support concerning IDEA related issues, the Idaho Department of Education ~~SDE~~ accepts requests for facilitation, informal conflict resolution, and mediation by telephone and e-mail. State complaints and due process hearings are accepted via ~~fax,~~ mail, personal delivery, or may be scanned and attached to an email. All state complaints and due process hearing requests must include the signature of the filing party.

The Dispute Resolution (DR) office is an impartial office that provides general information, support, and resources about the IDEA and available dispute resolution processes; and connects constituents with other special education partners. DR staff do not advise parties on the actions they should take or provide legal advice.

Requests for dispute resolution should be directed to the ~~Dispute Resolution~~ DR office ~~(DRC)~~ at:

Special Education Dispute Resolution
Idaho Department ~~State Dept.~~ of Education
P.O. Box 83720
Boise, ID 83720-0027
(208) 332-6914
(800) 432-4601
TT: (800) 377-3529
~~Fax: (208) 334-2228~~
disputeresolution@sde.idaho.gov

For further assistance in matters relating to dispute resolution, you may contact:
DisAbility Rights Idaho

Boise Office:
9542 Bethel Ct.
~~4477 Emerald St., Ste B-100~~
Boise, ID ~~83706-2066~~ 83209
(208) 336-5353
(208) 336-5396 (fax)
~~(800) 632-5125~~ (866) 262-3462 (toll-free)

Pocatello Office:
1246 Yellowstone Avenue, Suite A-3

Pocatello, ID 83201-4374
~~(208) 232-0922~~ (208) 336-5353
~~(208) 232-0938 (fax)~~ (208) 336-5396 (fax)
~~(866) 309-1589~~ (866) 262-3462 (toll-free)

Idaho Parents Unlimited (IPUL)
4619 Emerald, Ste. E
Boise, ID ~~83702~~83706
(208) 342-5884
(208) 342-1408 (fax)
(800) 242-IPUL (4785) (toll-free)
Parents@ipulidaho.org
V/TT: 208-342-5884

Section 1. Facilitation

A. Definition of Facilitation

Facilitation is a voluntary process during which a dispute resolution ~~contracted individual or individuals~~ contractor facilitates an IEP team meeting or other IDEA-related meeting. The role of the facilitator is to help the ~~IEP~~ team members, including the parents/adult student and the student (when appropriate), communicate more effectively and efficiently. Facilitation supports early dispute resolution by providing assistance to the ~~IEP~~ team before a conflict develops into a formal dispute. A facilitator is trained to help ~~IEP~~ teams collaboratively plan for the ~~IEP~~ team meeting, focus on key issues, and move toward productive outcomes. ~~Because the~~ The facilitator is not a member of the ~~IEP~~ team~~, he or she can act~~ and acts as a neutral and impartial third-party, providing balance, ~~offer an outsider's~~ offering a neutral perspective on the process, and ~~help~~ helping parties to be heard and understood by the rest of the ~~IEP~~ team. ~~Note:~~ A facilitator will not be responsible for creating or documenting decisions made by the IEP team or in any ~~other IDEA~~ special education-related meeting.

Facilitation is offered at no ~~charge~~ cost to the ~~district~~ LEA or the parent/adult student.

B. Facilitation Requests

A request for facilitation may be made by either a parent/adult student or a designated district representative, such as the director of special education. Facilitation may be requested for any IDEA-related meeting including~~:~~ eligibility meetings,~~;~~ annual or amended IEP team meetings,~~;~~ due process hearing meetings such as resolution sessions or settlement meetings,~~;~~ ~~as well as~~ and manifestation determination meetings.

~~Requests~~ To ensure the availability of a facilitator, requests for facilitation should be made at least two weeks in advance ~~to~~ of the meeting. Upon the request for facilitation, the ~~Dispute Resolution~~ DR office ~~(DRC)~~ will ~~immediately~~ contact the other party for approval. As facilitation is voluntary, both parties must agree to facilitation for the process to go forward. The DR~~C~~ office will contact both the parent/adult student and the district representative, notifying

~~each~~ them who the facilitator will be. The facilitator will contact the parties to conduct pre-facilitation interviews to help build an agenda for the facilitation. ~~Generally, meetings are scheduled by the district which is responsible for sending out the *Invitation to Meeting*.~~ The LEA is responsible for scheduling the meeting and sending out the *Invitation to a Meeting*.

C. Facilitator Role

The role of the facilitator is to lead the ~~IEP~~ team meeting and guide parties through the process. The facilitator may work with parties to establish the agenda and identify issues that are important to each party ~~important for parties to cover~~ and will be covered in the meeting. Facilitators may ask pertinent questions of parties, providing occasional clarification or perspective, and work to ensure that ~~participants~~ parties are able to participate in a productive and balanced meeting. ~~Facilitators are not to will not make decisions for teams, serve as definitive experts on IDEA processes or matters of law, record minutes for meetings, or finalize documentsalthough they may facilitate the crafting of language parties will include in a student's IEP.~~ Facilitators do not make decisions for teams, serve as definitive experts on IDEA processes or legal matters, record meeting minutes, or finalize documents. However, they may assist in crafting language that parties include in a student's IEP. Facilitators cannot compel parties to act or refrain from acting, do not maintain educational records, and are not responsible for ensuring compliance.

Facilitators shall not be called to testify in due process hearings or civil proceedings regarding facilitated meetings they have conducted, nor shall they be compelled to disclose the substance of any discussion that occurred during the facilitation process. ~~as dispute resolution contractors.~~

D. Dispute Resolution Facilitators

Facilitators are trained in effective conflict resolution processes, communication, negotiation, problem-solving, and in laws and regulations relating to the provision of special education and related services. While a facilitator in this context will not offer advice on a particular course of action, they ~~he or she is required to~~ will help the parties explore the soundness of any assumptions or agreements. The DR~~C~~ Coordinator may appoint one or two individuals to serve as facilitator(s) of a meeting.

In all cases, a facilitator shall not:

1. be an employee of the ~~district~~ LEA involved in the dispute;
2. have children enrolled in the ~~district~~ LEA involved in the dispute;
3. have a personal or professional interest that may affect the ability to remain impartial or neutral; or
4. be used if either party rejects the facilitator(s) based on a perceived inability to be neutral or impartial.

~~E. Facilitation Timelines~~

~~The DRC will appoint a facilitator within five (5) business days of an acceptance of a request. Every effort will be made to complete the process within twenty-one (21) calendar days~~.

~~Section 2. Informal Conflict Resolution~~

A. ~~Definition of Informal Conflict Resolution~~

~~Informal conflict resolution is offered in an effort to improve relationships between parties and foster healthy communication. This informal conflict resolution may include topics outside of those set forth as appropriate for IDEA mediation, extending beyond the identification, evaluation, educational placement or the provision of FAPE. As with mediation, the process of informal conflict resolution is confidential and voluntary, and the third-party is a trained neutral and impartial third-party. Informal conflict resolution may be appropriate when parties face difficulties communicating productively or need to reach understanding on differing perspectives. Any agreements reached between parties are self-enforced.~~

B. ~~Informal Conflict Resolution Requests~~

~~A request for informal conflict resolution may be made in person, writing or via telephone by either a parent/adult student or a district representative. The DRC Coordinator will screen requests to determine the appropriateness of the process for each individual case. Informal conflict resolution can be scheduled prior to, or concurrent with, a request for a due process hearing or investigation of a state complaint involving an individual student, however, cannot be used to delay the state complaint process or a due process hearing timelines.~~

~~Upon request for informal conflict resolution, the DRC Coordinator or the assigned facilitator will contact all parties to schedule the meeting. Because informal conflict resolution is voluntary, both parties must verbally state their agreement to participate for the process to go forward. Informal conflict resolution can be conducted by dispute resolution contractors or dispute resolution staff as assigned by the DRC Coordinator. Informal conflict resolution is offered at no charge to the district or to the parent/adult student.~~

C. ~~Informal Conflict Resolution Procedures~~

1. ~~No video or audio recording of the meeting proceedings will be made.~~
2. ~~Because informal conflict resolution is a non-adversarial process that offers the parties the opportunity to communicate directly with each other, legal representation during the meeting is discouraged, and a school district may not have legal representation present if a parent/adult student does not.~~
3. ~~The DR office will not retain any documentation or informal agreements created by the parties. No other records of the content of the meeting will be kept by the SDE.~~
4. ~~Either party has the option to end the informal conflict resolution meeting at any time.~~

D. ~~Informal Conflict Resolution Timelines~~

~~The DRC will appoint a facilitator within five (5) business days of an acceptance of a request. The meeting will be held in a location convenient to the parties involved, and every effort will be made to complete the process within twenty-one (21) calendar days.~~

E. ~~Confidentiality~~

~~Discussions that occur during the informal conflict resolution process are confidential and cannot be used as evidence in any subsequent due process hearing or civil proceeding in any state or federal court. Facilitators shall not be called to testify in due process hearings or civil proceedings regarding facilitated meetings they have conducted as dispute resolution contractors.~~

~~The facilitator may require a confidentiality agreement be signed by participants.~~

F. ~~Nature of Agreements~~

~~An agreement reached by the parties through informal conflict resolution, whether memorialized in writing or agreed to verbally, are self-enforced and not enforceable by the SDE.~~

Section ~~3~~ 2. Mediation

A. Definition of Mediation

Mediation is a confidential and voluntary process where a qualified, ~~trained~~ neutral, and impartial mediator trained in effective mediation techniques and knowledgeable in laws and regulations relating to the provision of special education and related services is assigned to assist special education teams. ~~third-party provides a~~ Mediation provides structure for parents/adult students and district personnel to identify areas of agreement and work to resolve points of disagreement concerning the identification, evaluation, educational placement, or provision of FAPE. Mediation aims to build positive working relationships, encourage mutual understanding, and help the parties focus on their common interest—the student.

Discussions in mediation are not discoverable in pending or subsequent due process hearings or civil proceedings. Parties are provided a~~n Acknowledgment and~~ *Notification of Mediation Confidentiality* form. Written agreements produced in mediation are legally-binding and enforceable in state or federal court. With the agreement of all parties in the mediation, an IEP may be amended as part of a written agreement.

Mediation may be appropriate when parties are in disagreement and seem unable to move forward without ~~outside~~ assistance, or they, after making a good-faith effort, face an impasse in an attempt to resolve the disagreement. Mediation can be scheduled prior to, or concurrent with, a request for a due process hearing or investigation of a state complaint.

B. Mediation Requests

1. A request for mediation may be made in person, writing, or via telephone by either a parent/adult student or a district representative at any point when a disagreement occurs about the student's educational program ~~circumstances of the education of a student by the district~~. The DR~~C~~ office will screen all mediation requests to determine the appropriateness of the mediation process for each individual case.

2. Mediation is automatically offered when a state complaint involving an individual student or a request for a due process hearing has been filed. Mediation cannot be used to delay the state complaint ~~process~~ or ~~a~~ due process hearing timelines. An extension must be agreed upon in writing by the parent/adult student and the LEA. ~~unless the parent/adult child and the district agree in writing to extend the 60-day timeline.~~ The state complaint timeline cannot be extended beyond 90 days.
3. Upon request for mediation, the ~~Dispute Resolution~~ DR office will contact all parties to ~~schedule~~ assign the mediation. Because mediation is voluntary, both parties must verbally agree to mediate for the process to go forward. Mediators are selected by the DR~~C~~ office from a list of trained professionals.
4. Mediation is provided at no ~~charge~~ cost to the ~~district~~ LEA or to the parent/adult student.

C. Mediation Procedures

1. The mediation ~~will~~ shall be conducted in compliance with the IDEA.
2. No video or audio recording of the mediation proceedings will be made.
3. Each party is limited to no more than three participants who have the authority to make final resolution decisions. The mediator may exercise discretion to increase this number ~~at his or her discretion and~~ with the agreement of all parties.
4. The district shall have at least one representative present who has the authority to commit resources.
5. Because mediation is a non-adversarial process that offers the parties the opportunity to communicate directly with each other, legal representation during a mediation session is discouraged. A district may not have legal representation present if a parent/adult student does not.
6. The Dispute Resolution office will retain copies of the *Notification of Mediation Confidentiality* form. ~~the signed agreement, if an agreement is reached.~~ No other records of the mediation will be kept by the DR office ~~SDE~~.
7. If an agreement is reached, the ~~The~~ mediator will provide signed copies of the agreement~~, if an agreement is reached,~~ to each party.
8. ~~The mediator, afforded mediator privilege under Idaho law, will be excluded from participation in subsequent actions specific to the case mediated including complaint investigations, due process hearings, and legal proceedings. The~~ If additional mediation is requested or required by a mediated agreement,the same mediator may mediate again ~~for the parties~~ if ~~assigned and~~ both parties approve. ~~or if the mediated agreement calls for the mediator's potential future participation with the parties.~~
9. Mediators shall not be called to testify in due process hearings or civil proceedings regarding the mediations they have conducted, nor shall they be compelled to disclose the substance of any discussions that occurred during the mediation process.

10. A due process hearing requested prior to mediation may be canceled by the requesting party as a result of the mediation agreement. The requesting party will immediately provide the hearing officer with documentation of the voluntary withdrawal of the due process hearing request. The mediator will immediately inform the ~~Dispute Resolution~~ DR office of the decision to withdraw the due process hearing request.
11. If for any reason the mediation does not end in a written agreement, the mediator will provide each party and the ~~Dispute Resolution~~ DR office ~~Coordinator~~ with a statement certifying that mediation occurred, but no agreement was reached.
12. Either party has the option to end the mediation at any time.

D. Dispute Resolution Mediators

Dispute resolution mediators are trained in effective conflict resolution processes, communication, negotiation, problem-solving skills, and in laws and regulations relating to the provision of special education and related services. While a mediator will not offer advice on a particular course of action, a mediator ~~is required to~~ will help the parties explore the soundness of any agreement. Mediators are assigned on a rotational basis with consideration for geographical location.

In all cases a mediator shall not:

1. be an employee of the ~~SDE~~ Idaho Department of Education or ~~district~~ LEA involved in the education of the student ~~the dispute~~;
2. ~~have children enrolled in the district involved in the dispute;~~
3. have a personal or professional interest that conflicts with the mediator's objectivity ~~may affect the ability to remain impartial or neutral~~; or
4. be used if either party rejects the mediator based on a perceived inability to be neutral or impartial.

2. ~~Additionally, if the parties have agreed to mediation following a due process hearing request, co-mediators may not be used.~~

E. Mediator Role

The mediator has the responsibility to contact the parties to explain the mediation process, identify issues, and help the parties establish a date, time, and place to hold the mediation. The mediator also~~:~~ establishes the ground rules for all parties to follow,~~;~~ guides the process,~~;~~ encourages open and honest communication,~~;~~ ensures that each party is heard,~~;~~ paraphrases information, ~~and~~ summarizes issues,~~;~~ and facilitates the writing of the agreement.

The mediator does not determine the terms of a mediated agreement but may act as a scribe. Mediators will not make decisions for teams or serve as definitive experts on IDEA processes or matters of law.

F. Mediation Timelines

To ensure the availability of a mediator, requests for mediation should be made by the parties in a timely manner. Once a request is received,the ~~The~~ DR~~C~~ office will assign a mediator in a timely manner. ~~will appoint a mediator within three (3) business days of all parties agreeing to mediate.~~ The mediation will be held at a ~~in a~~ mutually convenient time and location. ~~convenient to the parties involved, and every effort will be made to complete the process within twenty-one (21) calendar days.~~

G. Confidentiality

Discussions that occur during the mediation process cannot be used as evidence in any subsequent due process hearing or civil proceeding. Parties in the mediation process will be provided a copy of the *Notification ~~and Acknowledgment~~ of Mediation Confidentiality* form.

H. Mediation Agreement

An agreement reached by the parties through mediation shall be set forth in writing and is enforceable in state and federal courts.

An effective mediation agreement should identify:

1. What action(s) will be taken and when the action(s) will begin.
2. When the action(s) will be completed.
3. Who is responsible for taking the action(s).
4. Who is responsible for making sure the action(s) is taken.
5. The time period of the agreement.
6. A process for review when the actions are completed.
7. A plan for making changes to the agreement, if needed.
8. What to do if a participant thinks the terms of the agreement are not being completed.
9. A statement ~~Statement~~ of confidentiality.
10. The date of the agreement and the signatures of the participants.

Section ~~4~~ 3. State Complaints

1. Definition of State Complaint

State complaints can be filed by any individual or organization alleging any violation of the IDEA, including an alleged failure to comply with a previous due process hearing decision. State complaint procedures are outlined in IDEA regulations requiring, in part, that a complaint must allege a violation that occurred no more than one year (365 days) prior to the date the complaint ~~has been~~ was received. ~~(See IDEA regulations 34 CFR§300.150 through 300.153)~~.

The filing party must provide a written complaint that includes the name and contact information of the complainant, the name, address, and the student's school of attendance ~~attending school of child~~ (if applicable), description and facts of the alleged problem to the extent known and available to the complainant at the time, and a proposed resolution.

The party filing the complaint must forward a copy of the complaint to the ~~district~~ LEA at the same time the party files the complaint with the ~~Dispute Resolution~~ DR office. The Idaho Department of Education will appoint a complaint investigator.

IDEA allows sixty (60) days to resolve the complaint with mediation, investigation, and final report, unless an exception applies. ~~or a pre-investigation corrective action plan (CAP).~~

2. Filing a State Complaint

The state complaint will be accepted if received by mail, ~~fax,~~ hand delivery, or scanned and attached to an email with the complainant's signature included. Reasonable accommodations will be provided to individuals who need assistance in filing complaints. A state complaint ~~led by a parent/adult student or public agency~~ must be signed and must include all of the information indicated on the *Form for Filing a State Complaint*. ~~The DRC will developof violation(s) of IDEA for investigation from the submitted complaint.~~

~~C. Methods of Resolving State Complaints~~

~~1. Mediation will be offered by the DRC to the complainant and the district when the complaint involves an individual student.~~

~~2. The complainant and the district may resolve all, part or none of the allegations in mediation.~~

~~If an agreement is reached, the complainant must notify the DRC in writing of the parties' agreement. When the DRC receives this notification, any resolved allegations will be dismissed from the state complaint. If all of the state complaint allegations are not resolved, the SDE will investigate the remaining allegations.~~

~~3. If mediation, is not accepted by the parties, or fails to resolve the allegation(s) that gave rise to the complaint, then resolution of a state complaint may be achieved through one or more of the following processes:~~

~~a. **Verification of resolution**: Upon receipt of the allegations determined by the complaint investigator and the DRC, the district may submit information to document that one or more of the allegations of the complaint have been resolved. The Dispute Resolution office may also receive similar information from other sources.~~

~~b. **Corrective action plan (CAP)**: The district may propose a CAP to address the allegations in the complaint. The DRC may accept, reject, or negotiate the proposed CAP, or require other corrective actions or timelines to ensure the district will achieve compliance for each allegation stated in the complaint. If this~~

process is not successful, an investigation will be conducted on unresolved allegations.

c. **Investigation:** The SDE will appoint a complaint investigator to the case who will conduct a fact-finding investigation which may include interviews and reviews of files, correspondence, and other information. An onsite investigation may occur as part of the investigation. The complaint investigator will submit his or her findings of fact, conclusions, and, in coordination with the SDE, identify appropriate corrective actions, if required.

D. State Complaint Procedures

Upon receipt of a written state administration complaint, the DRC will ensure the following procedures are followed:

1. Verify proper filing procedures were followed and determine if the complaint meets established criteria, including sufficient allegations of violation of IDEA (as developed by the DRC from the submitted complaint) and facts within five (5) business days.
2. The complainant will be notified if a submission is insufficient to process as a complaint. The complainant will be given the opportunity to submit additional information about the allegations, whereas upon receipt of the additional information, the sixty (60) day timeline for completion will start.
3. The district (specifically the superintendent, the special education director, and the school board chair) will be notified by the DRC that the complaint has been received and what, if any, allegations have been accepted for investigation within ten (10) business days of receiving the complaint. The school district is given an opportunity to respond to the complaint and may initiate within fourteen (14) days of receipt of the complaint a corrective action proposal (CAP) to resolve all or some of the allegations in the complaint, subject to DRC approval. At the complaint investigator's discretion, the timeline for a CAP may be extended, or the complaint investigation may progress until a CAP has been accepted by the Dispute Resolution office. The complaint investigator is responsible for managing the timelines of the investigation and may submit a final report at any point within the 60-day timeline.
4. Mediation can be requested by either party at any time and must be offered for complaints regarding an individual student. While parties are generally encouraged to resolve complaints collaboratively, choosing not to participate in mediation will not be considered relevant in an investigation. If parties opt for mediation, it will not delay the timelines required for resolving a complaint unless all parties agree.
5. Provide the parent/adult student a copy of the *Procedural Safeguards Notice*.
6. Complainants will be given an opportunity to provide additional information about the allegations, either orally or in writing.
7. All or any part of the written complaint will be set aside by the hearing officer, if the allegation is being addressed in a pending due process hearing or a hearing decision which has already been rendered. Any issue not a part of a due process action will be resolved following the state complaint procedures and timelines.
8. The Dispute Resolution office will investigate a complaint alleging that a final hearing officer decision is not being implemented by a public agency.

9. ~~A final report of the investigation will be issued to the district superintendent, board chairperson, special education director, and complainant, that shall include but is not limited to the findings of fact, conclusions, and corrective action(s) for each allegation within sixty (60) calendar days of receipt of a sufficient complaint. (see D.1). This time period may be extended, but only under exceptional circumstances, which shall be documented by the DRC, or if the complainant and public agency agree to extend the time to engage in mediation or other alternative dispute resolution procedures.~~
10. ~~If a violation of the IDEA is verified by the complaint investigator, the report shall include corrective actions addressing, as appropriate:~~
    a. ~~how to remedy any denial of FAPE, which may include the award of compensatory services, monetary reimbursement, or other corrective action as appropriate to the needs of the student;~~
    b. ~~the future provision of services to be considered by an IEP team for the student with a disability, when appropriate; and~~
    c. ~~the provisions of technical assistance, documentation of compliance, or written assurances, if needed.~~
11. ~~The SDE will ensure the district takes corrective action set forth in the final report if it is determined that the district was out of compliance through technical assistance activities, negotiations, and/or corrective actions no later than one year after the identification of non-compliance. A complaint investigation final report cannot amend a student's IEP.~~
12. ~~The Dispute Resolution office ensures noncompliance has been corrected and verifies through review of documentation or interviews, or both, the corrective actions were implemented no later than one year (365 days) after the determination of noncompliance. If necessary, the SDE must use appropriate enforcement mechanisms such as the provision of technical assistance, conditions on funding, a corrective action, an improvement plan, and/or withholding funds, in whole or in part.~~

3. State Complaint Procedures

Upon receipt of a written state administration complaint, the DR office will ensure the following procedures are followed:

1. Verify proper filing procedures were followed and determine if the complaint meets established criteria, including sufficient allegations of violation of IDEA (as developed by the DR office from the submitted complaint) and facts within five (5) business days.
2. The complainant will be notified if a submission is insufficient to process as a complaint. The complainant will be given the opportunity to submit additional information about the allegations, whereas upon receipt of the additional information, the sixty (60) day timeline for completion will start.
3. The DR office will appoint a complaint investigator. Complaint investigators shall not be called to testify in due process hearings or civil proceedings regarding the investigations they have conducted, nor shall they be compelled to disclose the substance of any discussions that occurred during the investigative process.

4. In collaboration with the assigned complaint investigator, the DR office will identify the alleged IDEA violations to be investigated based on the submitted complaint and will inform the parties of the finalized allegations.
5. The complaint investigator is responsible for managing the timelines of the investigation and may submit a final report at any point within the 60-day timeline. The 60-day timeline may be extended if exceptional circumstances exist, or the parties agree to extend the timeline in order to engage in mediation.
6. The LEA (specifically the superintendent, the special education director, and the school board chair) will be notified by the DR office within ten (10) business days of receiving the complaint that the complaint has been received and what, if any, allegations have been accepted for investigation. The LEA is given an opportunity to respond to the complaint. Mediation can be requested by either party at any time and must be offered for complaints regarding an individual student. While parties are generally encouraged to resolve complaints collaboratively, choosing not to participate in mediation will not be considered relevant in an investigation. If parties engage in mediation, it will not delay the timelines required for resolving a complaint unless all parties agree.
7. Provide the parent/adult student a copy of the *Procedural Safeguards Notice*.
8. All parties will be given an opportunity to provide additional information about the allegations, either orally or in writing.
9. The complaint investigator will conduct a fact-finding investigation of all relevant information, which may, at the discretion of the complaint investigator, include interviews and reviews of files, correspondence, and other information. An onsite investigation may occur, as deemed appropriate.
10. The LEA may propose corrective actions to address the allegations in the complaint. In resolving a complaint in which the DR office found a failure to provide appropriate services, the DR office, pursuant to its general supervisory authority, may accept, reject, or negotiate the proposed corrective actions, or require other corrective actions or timelines to ensure the LEA will achieve compliance for each allegation stated in the complaint.
11. All or any part of the written complaint will be set aside if the allegation is being addressed in a pending due process hearing or a hearing decision which has already been rendered. Any issue not a part of a due process action will be resolved following the state complaint procedures and timelines.
12. The complaint investigator will submit his or her findings of fact, conclusions, and, in coordination with the DR office, identify appropriate corrective actions, if required. The Idaho Department of Education shall make an independent determination, based on the review of all relevant information, as to whether the LEA violated a requirement of the IDEA and issue a written decision that addresses the allegations in the complaint.
13. A final report of the investigation will be issued to the complainant and LEA superintendent, board chairperson, and special education director. The report shall include but is not limited to the findings of fact, conclusions, reasons for the decision, and

any necessary corrective action(s) for each allegation within sixty (60) calendar days of receipt of a sufficient complaint. This time period may be extended, but only under exceptional circumstances, which shall be documented by the DR office or if the complainant and LEA agree to extend the time to engage in mediation or other alternative dispute resolution procedures.

14. If a violation of the IDEA is verified by the complaint investigator, the report shall include corrective actions addressing, as appropriate:
    a. A remedy to address any denial of FAPE, which may include compensatory services, monetary reimbursement, or other corrective action as appropriate to meet the needs of the student;
    b. Appropriate future provision of services for all students with disabilities; and
    c. The provisions of technical assistance, including training, documentation of compliance, or written assurances, if needed.
15. The Idaho Department of Education will ensure the LEA takes the corrective action set forth in the final report no later than one year after the identification of non-compliance.
16. The Dispute Resolution office ensures any findings of noncompliance found as the result of a state administrative complaint investigation are corrected and verifies through review of documentation or interviews, or both, the corrective actions were implemented no later than one year (365 days) after the determination of noncompliance. If necessary, the Idaho Department of Education will use appropriate enforcement mechanisms such as the provision of technical assistance, conditions on funding, a corrective action, an improvement plan, and/or withholding funds, in whole or in part.
17. A complaint investigation report is final as of the date set forth in the report and is not subject to an appeal. A parent or LEA may file for a due process hearing regarding any concerns related to the identification, evaluation, educational placement, or provision of free appropriate public education (FAPE). Any corrective action requirements and timelines set forth in the complaint investigation report will continue to run even if a due process hearing is filed on the same issue(s).

4. Resolving State Complaints through Mediation

State complaints are a formal mechanism for addressing potential violations of the IDEA. While filing a state complaint initiates an investigation process, it does not preclude teams from continuing to collaborate and seek resolution. In fact, teams are strongly encouraged to work toward consensus whenever possible, maintaining open communication and a shared focus on the student's needs.

When the complainant is the parent of an individual student, even after a complaint is filed, parties may opt to engage in mediation—a voluntary process that supports problem-solving outside of a formal investigation.

1. Mediation will automatically be offered by the DR office to the parent and the LEA when the complaint involves an individual student.

2. The parent and the LEA may resolve all, part or none of the allegations in mediation. If an agreement is reached, the complainant will notify the DR office in writing of the parties' agreement. If an agreement is reached, the complainant may withdraw all or part of the complaint pursuant to the mediated agreement. The parent will inform the DR office of the withdrawal. When the DR office receives this notification, any resolved allegations will be dismissed from the state complaint. If all of the state complaint allegations are not resolved, the DR office will investigate the remaining allegations.
3. If mediation is not accepted by the parties or fails to resolve some or all the allegation(s) that gave rise to the complaint, the complaint investigation will continue as described above in Section C, State Complaint Procedures.

Section ~~5~~ 4. Due Process Hearings

~~A. Definition~~

The Idaho Department of Education shall administer a single-tier due process administrative hearing system to resolve disputes between public agencies and parents/adult students. Idaho's due process system has two types of due process hearings: a regular due process hearing and an expedited due process hearing. A regular due process hearing request involves an allegation or a series of allegations by either a parent/adult student or a public agency (typically an LEA) on issues relating to the identification, evaluation, educational placement, or the provision of FAPE to a student. An expedited due process hearing request involves an allegation concerning discipline and/or placement related to discipline and results in an administrative hearing with an expedited timeline.

The due process hearing is presided over by a hearing officer assigned by the DR~~C~~ office. At the due process hearing, the parent/adult student and the ~~district~~ LEA may present evidence, cross examine witnesses, and present the case to the hearing officer. The hearing officer renders a ~~written~~ final decision on the merits of the issues relating to the due process hearing.

~~Mediation is available in an effort to resolve issues and parties may request mediation at any time. If mediation is rejected by either party, the due process hearing timelines will remain in effect.~~

B. ~~Due Process Hearings and Expedited Due Process Hearings~~

~~Idaho's due process system has two types of due process hearings: a regular due process hearing and an expedited due process hearing.~~

1. ~~A regular due process hearing is an administrative hearing to resolve disputes on any matter related to the identification, evaluation, educational placement, and the provision of FAPE.~~
2. ~~An expedited due process hearing is an administrative hearing provided on an expedited timeline and is only available to resolve disputes concerning discipline and/or placement related to discipline.~~

Once a request for a due process hearing is filed with the Idaho Department of Education the DR office will not provide any information regarding the pending due process hearing to the parent/adult student or the public agency involved other than general information which accompanies the notification to the parties that a hearing officer has been assigned. The DR office will refer all inquiries or correspondence received from either party to the assigned hearing officer. Mediation is offered in an effort to resolve issues, and parties may request mediation at any time.

A. Definitions

All terms used in this section shall be interpreted in accordance with the definitions set forth in the Individuals with Disabilities Education Act (IDEA).

Administrative Hearing. A formal legal proceeding conducted by a government agency or an appointed official (called a hearing officer) to resolve disputes involving rules, regulations, or laws overseen by that agency.

Expedited Due Process Hearing. An administrative hearing provided on an expedited timeline that is only available to resolve disputes concerning discipline and/or placement related to discipline.

Hearing Officer. The individual assigned to conduct the impartial due process hearing procedures consistent with the IDEA.

Individuals with Disabilities Education Act (IDEA). The federal law that requires that all children with disabilities have available to them a free appropriate public education.

Local Education Agency (LEA). Idaho public school districts and charter schools are the LEAs within Idaho that oversee public elementary and secondary public schools.

Public Agency. The SEA and LEAs, including Idaho school districts and public charter schools and any other public subdivisions of Idaho that are responsible for providing education to children with disabilities.

Regular Due Process Hearing. An administrative hearing provided on a regular timeline that is available to resolve issues related to the identification, evaluation, educational placement, or the provision of FAPE to a student.

State Education Agency (SEA). The Idaho Department of Education is the SEA and is primarily responsible for the State supervision of public elementary and secondary schools.

B. General Administrative Hearing Procedures for Regular and Expedited Due Process Hearings

The following procedures shall be followed whenever a regular or expedited due process hearing is requested:

1. In the case of any conflict between these procedures and the IDEA, the IDEA shall supersede these procedures.
2. Where no provision is made by statute, rule, or these procedures, proceedings in due process hearings shall be in accordance with the practice usually followed in similar administrative cases, or as may be prescribed by the hearing officer or stipulated to by the parties. The assigned hearing officer shall apply the principles of fundamental fairness and due process to each situation.
3. The hearing procedures shall be liberally construed to secure the just, speedy, and inexpensive determination of IDEA due process hearings.

Single-Tier System
The Department shall administer a single-tier due process hearing system to resolve disputes between public agencies and parents/adult students.

Computation of Time
In computing any period of time set by the IDEA, the day of the event from which the period of time begins to run shall not be included. The last day of the period shall be included, unless it is a Saturday, Sunday, or legal holiday.

The number of days identified shall be *calendar days*, unless otherwise specified.

Hearing Officer Assignment and Qualifications
Once a due process hearing request is received by the DR office, a hearing officer will be assigned in a timely manner. Hearing officers are selected from a list of specially trained, neutral, and impartial professionals. A list of qualifications for each hearing officer is kept by the DR office.

A hearing officer:

1. Shall not be an employee of the Idaho Department of Education or the LEA involved in the education or care of the student;
2. Shall not have a personal or professional interest that conflicts with the person's objectivity in the hearing;
3. Shall possess knowledge of, and the ability to understand, the provisions of the IDEA and federal and state regulations pertaining to the IDEA, and legal interpretations of the IDEA by federal and state courts;
4. Shall possess the knowledge and ability to conduct hearings in accordance with appropriate standard legal practice; and
5. Shall possess the knowledge and ability to render and write decisions in accordance with appropriate, standard legal practice.

A person who otherwise qualifies to conduct a due process hearing is not an employee of the Idaho Department of Education or a LEA solely because he or she is paid by the LEA to serve as a hearing officer.

Assigned hearing officers may discuss any procedural matter related to a proceeding, including interpretation and application of IDEA provisions, with any other hearing officer not assigned to the matter.

The hearing officer will be compensated at rates set by the Idaho Department of Education. The public agency (typically an LEA) that is a party to the hearing shall be responsible for compensating the assigned hearing officer and paying for the cost of a verbatim transcript of the hearing.

Hearing officers shall not be called to testify in due process hearings or civil proceedings regarding the due process hearings they have conducted, nor shall they be compelled to disclose the substance of any discussions that occurred during the due process hearing process.

Communications with an Assigned Hearing Officer

All communications that are intended to be part of an official record for a decision in a due process hearing must be filed with the assigned hearing officer, with a copy provided to the opposing party. Unless otherwise provided by statute, rule, order, or notice, documents are considered filed when received by the hearing officer, not when mailed or otherwise transmitted.

Disqualification of an Assigned Hearing Officer

No party shall have the right to disqualification of the assigned hearing officer without cause. If a hearing officer's disqualification is sought for cause, the assigned hearing officer's written decision shall include facts and reasons for the hearing officer's ruling on the motion to disqualify.

Assigned Hearing Officer's Scope of Authority

Assigned hearing officers have broad discretion to ensure that due process hearing procedures provide fundamental fairness to all parties involved in the hearing and are conducted in an orderly fashion. Additionally, assigned hearing officers have the following scope of authority pursuant to the IDEA:

1. Schedule cases assigned to the hearing officer, including authority to issue notices of prehearing conference and of hearing;
2. Compel the attendance of witnesses at the request of the either party;
3. Prohibit the introduction of any evidence at the hearing that has not been disclosed to the opposing party at least five (5) business days before the hearing;
4. Discretion to bar any party that fails to comply with the disclosure of all evaluations completed at least five (5) business days prior to the hearing from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party;

5. Authority to preside over and conduct hearings, accept evidence into the record, rule upon objections to evidence, and otherwise oversee the orderly presentations of the parties at hearing;
6. Open the hearing to the public at the request of the parent/adult student;
7. Upon the conclusion of a hearing, issue a written decision, including a narrative of the proceedings before the hearing officer and findings of fact, conclusions of law, and final order.

Assigned hearing officers do not have the authority to:

1. Order or grant discovery as may be provided for under the Idaho Administrative Procedure Act or the Idaho Rules of Civil Procedure.
2. Declare a statute or regulation unconstitutional.
3. Hear or decide issues beyond the scope of the IDEA.
4. Award costs or attorney fees.
5. Review or reconsider final orders made in other hearings.

Burden of Proof
The burden of proof is on the party requesting the due process hearing. A preponderance of evidence standard applies.

Attorney Representatives
Attorneys representing a party must have an active license to practice law in the state of Idaho. Attorneys not licensed in Idaho, but who are licensed in one or more other states, may request admission to the proceeding on a *pro hac vice* status by the assigned hearing officer consistent with Idaho State Bar Commission Rules.

Professional Conduct Required
Parties and their representatives are expected to conduct themselves in a professional, civil, and nondisruptive manner during the due process hearing proceedings. The hearing officer may take reasonable action to maintain order during the proceeding which in their judgment is necessary to ensure an expeditious, fair, and impartial proceeding.

Final Order Personally Identifiable Information
It is recommended that the hearing officer refer to witnesses by title or in some other fashion so as not to include the witnesses' names in the body of the decision. For convenience and to permit redaction of the decision for ultimate publication by the Idaho Education Department, a Personally Identifiable Information (PII) coversheet may be utilized to identify the witnesses by name and by the title or manner in which the witness is identified in the hearing officer's decision. The coversheet can then be removed from the hearing officer's decision by the DR Coordinator.

Final Order Content

The hearing officer's final order and decision shall include findings of fact and conclusions of law.

Notice of Appeal Rights

A final order issued by a hearing officer shall contain the following paragraph or substantially similar paragraph:

> *This is a final order. Any party aggrieved by the findings and decision herein has the right to bring a civil action with respect to the due process complaint notice requesting a due processing hearing under 20 USC 1415(i)(1). The action may be brought in any State court of competent jurisdiction or in a district court of the United States without regard to the amount in controversy. See 20 USC 1415(1)(2). An action for state court review shall be filed within twenty-eight (28) days from the date of issuance of the hearing officer's decision. Any action in federal district court shall be filed within forty-two (42) days from the date of issuance of the hearing officer's final decision and order.*

Final orders must be served by the assigned hearing officer on all parties contemporaneously with the issuance of the final order.

Maintaining and Transmitting the Hearing Record

The hearing officer is responsible for maintaining the administrative record developed as a result of the request for a hearing.

The hearing record shall include all of the documents submitted by the parties, including the request for the due process hearing; responsive written notice; sufficiency objections; any prehearing motions and orders; proposed exhibit lists and exhibits, including exhibits offered or identified even if not made part of the record; proposed witness lists; transcript prepared by a court reporter; and any prehearing orders, rulings and final decision issued by the hearing officer.

The hearing officer shall prepare a transmittal of the record certifying that the record is complete and transmit the record to the DR Coordinator with the hearing officer's final decision. The transcript prepared by a court reporter may be transmitted separately.

The Department shall maintain the Transmittal of the Record, including the record and the transcript of each due process hearing.

Petition for Judicial Review

Any party aggrieved by the findings and decision made by the hearing officer has the right to bring a civil action with respect to the due process complaint notice requesting a due process hearing. The action may be brought in any Idaho court of competent jurisdiction or in a district court of the United States without regard to the amount in controversy.

An action for state court review shall be filed within twenty-eight (28) days from the date of issuance of the hearing officer's decision. Any action in federal district court shall be filed

within forty-two (42) days from the date of issuance of the hearing officer's final decision and order.

C. Regular Due Process Hearings

Requirements for Filing a Regular Due Process Hearing

Regular due process hearing requests must include a complete and signed copy of the *Due Process Hearing Request Form* or a signed document providing all of the general information, issue(s), and resolution(s) information required in the *Due Process Hearing Request Form*. This includes the following information:

1. The name of the student.
2. The address of the residence of the student.
3. The name of the school the student is attending.
4. In the case of a homeless student, available contact information for the student, and the name of the school the student is attending.
5. A description of the nature of the problem related to the student regarding the proposed or refused initiation or change, including relevant facts; and
6. A proposed resolution of the problem to the extent known and available to the party at the time.

Reasonable accommodations will be provided for individuals who need assistance in filing a written request for a due process hearing.

A parent/adult student or public agency (or their attorney authorized to practice law in the state of Idaho) filing a due process hearing request must provide the request for due process hearing to the other party and to the Dispute Resolution office. The request shall be mailed, hand-delivered, or scanned and attached to an email with a signature of the filing party. All applicable timelines will start when the request has been received by the non-requesting party and the Idaho Department of Education.

Due Process Hearing Request from Parent/Adult Student

A due process hearing may be requested relating to the identification, evaluation or educational placement of a student with a disability, or the provision of FAPE to the student.

1. A due process hearing shall be initiated within two (2) years of the date the parent/adult student knew or should have known about the alleged action that forms the basis of the request for a due process hearing. The two-year timeline will not apply if the parent/adult student was prevented from requesting a hearing due to specific misrepresentations or the withholding of information by the public agency required to be provided by the IDEA.
2. If a parent/adult student disagrees with an IEP or placement change by the LEA a request for a due process hearing may be filed by the parent/student during which time the student shall remain in the current placement (stay put) unless otherwise agreed to by the LEA and parent/student.

3. Filing for a due process hearing cannot be used to delay the LEA from placing a student in an Interim Alternative Educational Setting (IAES).

Due Process Hearing Request from a Public Agency

If a public agency (typically a school district or charter school) initiates a hearing request, the public agency must inform the parent/adult student and the Idaho Department of Education. A public agency may initiate a due process hearing within two years of the alleged action. The public agency may not use the due process hearing procedures to override a parent's refusal to consent to initial placement of his or her child in special education.

Regular Due Process Prehearing Procedures

After a due process request is filed by the parent/adult student or a public agency:

1. The Dispute Resolution office offers mediation as a voluntary option to both parties. Parties may request mediation at any time. Participation in mediation shall not alter or delay the timeline of the due process hearing.
2. The receiving party may challenge the sufficiency of the due process hearing request if the receiving party believes the request for due process hearing does not meet all requirements. A challenge must be filed within fifteen (15) days of the receipt of the hearing request by filing a written sufficiency objection with the hearing officer. Challenges to the sufficiency of the request for due process hearing must be in writing and provided to all parties. A response to the sufficiency objection is not required and may not be considered by the hearing officer.
3. The hearing officer shall render a decision regarding the sufficiency of the allegation(s) in the request for a due process hearing within five (5) days and shall immediately notify the parties of the decision in writing.
    a. If the request for a due process hearing is found insufficient, the party may amend its due process complaint only if the other party consents in writing to the amendment and has the opportunity to resolve the complaint through a resolution meeting, or the hearing officer grants permission to amend no later than five (5) days before the due process hearing begins.
    b. Timelines for amended due process hearings begin again on the filing date of the amended request.
4. If the LEA has not previously sent written notice (as outlined in the IDEA) regarding the subject matter in the parent's/adult student's due process hearing request, the LEA must send the written notice to the parent/adult student (with a copy to the hearing officer) within ten (10) days of receiving the request for due process hearing, explaining the reasons why the LEA proposed or refused to take the action raised in the complaint, a description of other options the IEP team considered, and reasons why those options were rejected, a description of each evaluation procedure, assessment, record, or report the LEA used as the basis for the proposed or refused action and a description of the other factors relevant to the LEA's proposed or refused action. The written notice provided by

the LEA does not preclude the LEA from asserting that the parent's due process hearing request was insufficient, where appropriate.

5. The party receiving a request for due process hearing must, within ten (10) days of receiving the due process complaint, send to the other party a response with a copy to the hearing officer that specifically addresses the issues raised in the due process complaint. A written notice provided by the LEA to the parent within ten (10) days of receiving a parent's hearing request shall suffice as the LEA's response so long as the written notice specifically addresses all issues raised in the due process hearing request.
6. The public agency shall inform a parent/adult student of any free or low-cost legal or other relevant services available to him or her and provide a copy of the Procedural Safeguards when a due process hearing is requested or if the parent/adult student requests such information.
7. Within fifteen (15) days of receiving a request for due process hearing, the LEA shall convene a pre-hearing resolution session, unless both parties agree in writing to waive the resolution meeting, both parties agree to participate in mediation, or the LEA initiated the hearing.
    a. A resolution meeting includes the parent/adult student, a representative of the public agency who has decision-making authority, and relevant members of the IEP team who have specific knowledge of the facts identified in the request for a due process hearing as determined by the parties.
    b. The LEA's attorney shall not attend the resolution session unless the parent/adult student is accompanied by an attorney eligible to practice in Idaho.
    c. The DR office will provide a meeting facilitator or mediator, if requested. Participation in facilitation or mediation requires consent by both parties.
    d. The purpose of the resolution meeting is for the parent/adult student to discuss the due process hearing request, and the facts that form the basis of the request, so that the LEA has the opportunity to resolve the dispute that is the basis of the due process hearing request.
        1) If a resolution is reached regarding some or all of the issues raised in the request for a due process hearing, the LEA representative and the parent/adult student will sign a settlement agreement, which is a legally binding document enforceable in state and federal court. The parties will immediately forward to the hearing officer signed documentation of the voluntary withdrawal of some or all of the issues set forth in the due process hearing request by the requesting party.
        2) Either party may void the settlement agreement within three (3) business days of signing the agreement. In the event a settlement agreement reached through the resolution process is timely voided by a party, the due process hearing timelines continue to run.

e. A due process hearing will be scheduled if a resolution was not reached on some or all of the hearing issues within thirty (30) days of receiving the request for a due process hearing, or earlier if the parties waived resolution.

f. If the LEA is unable to obtain the participation of the parent/adult student in the resolution meeting after reasonable efforts have been made and documented, at the conclusion of the thirty (30) day resolution period the LEA may request that the hearing officer dismiss the parent's/adult student's due process hearing request.

g. A parent/adult student may request an immediate due process hearing from the hearing officer if the LEA has not scheduled or participated in a resolution session within fifteen (15) days of the request.

h. The LEA must report to the DR office and to the hearing officer when the resolution meeting is to be held, or provide documentation indicating it was waived by both parties, or provided documentation of attempts to reach the other party, within fifteen (15) days of the Idaho Department of Education receiving the due process hearing request.

i. The hearing officer shall issue a written decision that includes findings of fact and conclusions of law within forty-five (45) days. The 45-day timeline for issuance of a written decision starts the day after one of the following events:

1) Both parties agree in writing to waive the resolution meeting;

2) After either the mediation or resolution meeting starts but before the end of the 30-day resolution period, the parties agree in writing that no agreement is possible; or

3) If both parties agree in writing to continue the mediation at the end of the 30-day resolution period, but later, the parent/adult student or public agency withdraws from the mediation process; or

4) The LEA files a due process hearing request which does not require the parties to participate in a resolution meeting.

All of the above events must be documented, including dates of determination, and provided to the DR office and the hearing officer immediately.

Regular Due Process Hearing Procedures

1. Hearing Preparation

a. Prior to a resolution session or a due process hearing, a parent/adult student, or their representative, shall be allowed to inspect and review any education records related to the student that have been collected, maintained or used by the public agency. A public agency may charge a fee for copies of records if the fee does not effectively prevent a parent/adult student from exercising his or her right to inspect and review those records. A public agency may not charge a fee to search for or retrieve records.

b. Not less than five (5) business days prior to a due process hearing, each party will disclose to all other parties: evaluations completed by that date and recommendations

based on those evaluations intended to be used at the hearings; copies of exhibits to be introduced; and a list of witnesses each party intends to call at the hearing.

c. The hearing officer shall provide notification as to the time and place of the due process hearing to the parent/adult student, public agency officials, and the Idaho Department of Education. The hearing shall be conducted at a time and place reasonably convenient to the parent/adult student.

d. Parties shall cooperate with the hearing officer in any business or communication and the planning for a location, date and time for the hearing.

2. The Due Process Hearing

a. All parties to a due process hearing have the right to be accompanied and advised by legal counsel properly licensed in Idaho.

b. A parent/adult student has the right to open the hearing to the public and to have the student who is the subject of the hearing present.

c. Each party has the right to present evidence and to confront, cross-examine, and compel the attendance of witnesses.

d. The party requesting the due process hearing may not raise issues at the due process hearing that were not raised in the due process complaint unless the other party agrees otherwise.

e. Any party may prohibit the introduction of any evidence at the hearing that was disclosed less than five (5) business days before the hearing.

f. During the hearing the public agency will provide reasonable accommodations as required by federal law.

g. The parent/adult student has the right to the record of the hearing and the findings of fact and decisions of the hearing officer provided at no cost to the parents. The LEA shall be responsible for the cost of the verbatim transcript and a copy of the transcript will be included in the record of the hearing.

3. Decision of the Hearing Officer

a. The decision made by the hearing officer will be made on substantive grounds based on the record established at the hearing.

b. In matters alleging a procedural violation, the hearing officer may find that a student did not receive FAPE only if there is evidence that the procedural inadequacies:

1) impeded the student's right to FAPE;

2) significantly impeded a parent's/adult student's opportunity to participate in the decision-making process; or

3) caused a deprivation of educational benefit.

c. If a hearing officer finds that there is a procedural deficiency that did not deny FAPE, he or she may order the LEA to comply with the procedural requirements.

d. At the conclusion of a hearing, the hearing officer's decision shall be a final decision and shall include findings of fact and conclusions of law. In addition, the decision shall include an order of relief, if appropriate, and notice of the right to appeal.

e. The hearing officer's written final decision shall be mailed, which may include postal or electronic, to the parties within forty-five (45) days after the expiration of the 30-day resolution process; or from the date both parties agreed in writing to waive the resolution meeting, or from the date both parties agreed to go to mediation, or from the date the public agency initiated the hearing. The hearing officer may grant specific extensions of time for the hearing officer's decision beyond the forty-five (45) day period upon the request of a party. The hearing officer shall issue a written decision in response to each request.

f. The findings of fact and decision shall be mailed, which may include postal or electronic, at no cost. Copies will also be mailed to the public agency, superintendent, the DR Coordinator and other appropriate representatives of the public agency.

g. A hearing officer's decision will be enforceable in state and federal court. It will be implemented not later than fourteen (14) days from the date of issuance unless:

1) the decision specifies a different implementation date; or

2) the parent/adult student or the LEA appeals the decision by initiating civil action in state or federal district court within applicable appeal periods.

Nothing in this section prevents a parent/adult student from filing a separate due process hearing request on an issue separate from the request already filed. The Idaho Department of Education may consolidate multiple hearing requests involving the same student.

4. Placement During a Regular Due Process Hearing

a) During the pendency of any due process hearing, the student shall remain, or "stay put," in his or her current educational placement unless the LEA and parent/adult student agree otherwise.

b) The stay put placement continues during any subsequent appeals unless a hearing officer agrees with a parent/adult student that a change of placement is appropriate, in which case, the placement identified in the hearing officer's decision becomes the stay-put placement.

c) If the dispute involves an application for initial admission to public school in Idaho, the student, with the written consent of his or her parent, shall be placed in the public school until the completion of all the proceedings.

d) If a student has been placed in an interim alternative educational setting (IAES) for disciplinary reasons, the student will remain in the IAES pending the decision of the hearing officer or until the expiration of the IAES time period, whichever occurs first, unless the parent and the LEA agree otherwise.

e) Stay put does not apply when a student is transitioning from Part C (the Infant/Toddler Program) to Part B services [preschool to grade twelve (12)] because the student has turned three (3).

i) With written consent of the parent, the student shall be placed in the public school until completion of all the hearing proceedings.

ii) If the parent does not give written consent for the provision of special education and related services, the student will not receive services until completion of the hearing proceedings.

iii) If the student is eligible for special education and related services, and the parent consents, the LEA shall provide those special education and related services which are not in dispute.

D. Expedited Due Process Hearing

An expedited due process hearing is defined as an administrative hearing to resolve disputes concerning discipline. Expedited due process hearings must occur within twenty (20) school days of the request, with a decision rendered within ten (10) school days of the hearing.

Requirements for Filing an Expedited Hearing Request

Parties filing expedited due process hearing requests must include a complete and signed copy of the *Expedited Due Process Hearing Request Form* or a signed document providing all of the general information, issue(s), and resolution(s) information required in the *Expedited Due Process Hearing Request Form*. This includes the following information:

1. The name of the student.
2. The address of the residence of the student.
3. The name of the school the student is attending.
4. In the case of a homeless student or youth, available contact information for the student, and the name of the school the student is attending.
5. A description of the nature of the problem related to student regarding the proposed or refused initiation or change, including relevant facts; and
6. A proposed resolution of the problem to the extent known and available to the party at the time.

Reasonable accommodations will be provided to individuals who need assistance in filing a written request.

All applicable timelines for an expedited due process hearing will start when the request has been received by the non-requesting party and the Department of Education.

Expedited Due Process Hearing Request from Parent/Adult Student

A parent/adult student may request an expedited hearing if:

1. They disagree with a determination that the student's behavior was not a manifestation of the disability; or

2. They disagree with the LEA's discipline decision which resulted in a change of placement.

Expedited Due Process Hearing Request from Public Agency

An LEA may request an expedited hearing if the LEA believes maintaining the current placement or returning the student to the prior placement is substantially likely to result in injury to the student or others. These hearing procedures may be repeated, if the LEA believes that returning the student to the original placement is substantially likely to result in injury to the student or others.

Expedited Due Process Hearing Procedures and Decision

An expedited hearing will be conducted in a fair and impartial manner. In the event a request for a due process hearing includes both issues for a regular due process hearing and issues for an expedited due process hearing, the hearing officer will separate any non-disciplinary issues from the disciplinary issues which require an expedited decision.

A separate hearing considering the non-disciplinary issues will comply with the regular due process hearing timelines. The hearing officer may consider the appropriateness of including the expedited hearing testimony in the regular due process hearing.

The procedures for an expedited hearing will be the same as those in a regular due process hearing, except for the following:

1. The DR Coordinator will appoint a hearing officer within five (5) business days of a request.
2. A resolution session shall occur within seven (7) days of receiving a due process hearing request unless the parties agree in writing to waive the resolution session or participate in mediation.
3. A due process hearing shall proceed unless the matter has been resolved to the satisfaction of both parties within fifteen (15) days of the receipt of the expedited due process hearing request.
4. There is no process for challenging the sufficiency of the due process hearing request in an expedited case.
5. The hearing shall occur within twenty (20) school days of the request, with a decision rendered within ten (10) school days of the hearing. No extensions of time may be granted by the hearing officer.
6. A party may appeal the decision in an expedited due process hearing following the same procedures for decisions in regular due process hearings.

Placement During an Expedited Due Process Hearing

When a hearing has been requested by either the parent/adult student or the LEA regarding placement decisions, the student shall "stay put" during the pendency of the hearing. In relation to disciplinary proceedings, stay put means:

1. the student will remain in the interim alternative educational setting (IAES) until the timeline for the disciplinary action expires or the hearing officer renders a decision, whichever occurs first; and/or
2. upon expiration of the IAES placement, the student will be placed in the setting he or she was in prior to the IAES. However, if LEA personnel maintain that it is dangerous for the student to return to that placement, the LEA may request an expedited hearing to continue the IAES for up to an additional forty-five (45) school days. This procedure may be repeated if determined necessary by the LEA.

If the hearing officer findings rule on behalf of the parent/adult student, the proposed change of placement cannot occur. The IEP team must determine the extent of services appropriate to meet the student's individual needs, as well as address the student's behavior. If the hearing officer finds for the LEA, the LEA may use the same disciplinary procedures, including expulsion, available for any other student, except that FAPE must be provided according to the disciplinary requirements outlined in IDEA.

See Chapter 11 for more information on disciplinary requirements under the IDEA.

If an educational placement dispute arises involving a child transitioning from Part C to Part B, the child cannot remain in Part C services when he or she is over the age of three (3). If the child is found eligible for special education and related services under Part B [beginning at age three (3)] and the parent consents to the initial provision of special education and related services, then the LEA shall provide those special education and related services that are not in dispute between the parent and the LEA until completion of all the hearing proceedings. If the parent does not give written consent for the special education or related services, the student will not receive services until completion of the hearing proceedings.

~~A. Filing a Due Process Hearing~~

~~Due process hearing requests must include a complete and signed copy of the *Due Process Hearing Request Form* or a signed document providing all of the general information, issue(s), and resolution(s) information required in the *Due Process Hearing Request Form*. Reasonable accommodations will be provided to individuals who need assistance in filing a written request.~~

~~A parent/adult student or public agency (or their attorney authorized to practice law in the state of Idaho) filing a due process hearing request must provide the due process hearing complaint to the other party and to the Dispute Resolution office. The request shall be mailed, faxed, hand delivered, or scanned and attached to an email with a signature of the filing party. All applicable timelines will start when the request has been received by the non-requesting party and the SDE.~~

1. Due Process Hearing Request from Parent/Adult Student: A due process hearing may be requested on behalf of a student by a parent, adult student, or by an attorney, properly licensed in Idaho, representing the student.
    a. A due process hearing shall be initiated within two (2) years of the date the parent/adult student knew or should have known of the issues giving rise to the allegation(s). The two-year timeline will not apply if the parent/adult student was prevented from requesting a hearing due to specific misrepresentations or the withholding of information by the public agency required to be provided by the IDEA.

    b. A due process hearing can be initiated regarding issues pertaining to identification, evaluation, educational placement, or the provision of FAPE if the district proposes to initiate or change any of these matters, or if the district refuses the parent's/adult student's request to initiate or change any of these matters.

    c. If a parent/adult student disagrees with an IEP or placement change by the district and have filed a written objection to all or parts of the proposed IEP or change in placement in writing within ten (10) calendar days of receiving written notice of the proposed change, the district may not implement the amended IEP for 15 days, unless a request for a due process hearing is filed by the parent/student during which time the student shall remain in the current placement unless otherwise agreed by the district and parent/student. The written objection cannot be used to delay the district from placing a student in an Interim Alternative Educational Setting (IAES) or the implementation of an initial IEP.

2. Due Process Hearing Request by a District: If the district initiates a hearing request, the district must inform the parent/adult student and the SDE. A district may initiate a due process hearing within two years of the dispute in an attempt to accomplish one or more of the following:

    a. override a parent's/adult student's refusal of consent for an initial evaluation or re-evaluation, or release of information;
    b. override a parent's/adult student's written objection to an IEP program change, an educational placement change, or disciplinary actions when there is an imminent threat to safety;
    c. the placement of a student in an Interim Alternate Education Setting (IAES) when there is substantial evidence that maintaining the current educational placement is likely to result in injury to the student or others;
    d. a determination whether an evaluation conducted by the district was appropriate or whether an evaluation obtained by a parent/adult student meets the criteria for a publicly funded Independent Educational Evaluation (IEE);
    e. a determination if a proposed IEP is appropriate even if the parent/adult student has not filed a formal objection, for example following a state complaint investigation.

B. Hearing Officer Appointment

1. The hearing officer shall be appointed within ten (10) calendar days of the SDE receiving the due process hearing request or within five (5) business days of an expedited hearing. Hearing officers are selected from a list of specially trained and impartial professionals. A list of qualifications for each hearing officer is kept by the DRC.

2. The hearing officer must not be a member of the district school board, an employee of the school district, or an employee of the SDE.

3. The hearing officer must not have a personal or professional interest that conflicts with the objectivity required of a hearing officer.

4. The hearing officer must be specially trained in conducting due process hearings, possess knowledge and understanding of the provisions of Idaho law, the IDEA, and judicial interpretations, and ability to conduct hearing and render and write decisions with appropriate, standard legal practice.

5. The district will pay for all actual expenses incurred by the hearing officer and for the cost of a verbatim transcript of the hearing, if requested by the parent. The hearing officer will be compensated at rates set by the SDE.

C. Due Process Hearing Policies

After a due process request is filed by the parent/adult student or the district, the following procedures will be followed.

1. The Dispute Resolution office offers mediation as a voluntary option to both parties. Parties may request mediation at any time. Choosing mediation shall not alter or delay the timeline of the due process hearing.

2. The receiving party may challenge the sufficiency of the due process hearing request within fifteen (15) days of the receipt of the hearing request by filing a written sufficiency objection with the hearing officer. Challenges to the sufficiency of the due process hearing complaint must be in writing and provided to all parties. The hearing officer shall render a decision regarding the sufficiency of the allegation(s) within five (5) calendar days and immediately notify the parties of the decision in writing.

   a. If the complaint is found not to be sufficient, the party may amend its due process complaint if the other party consents in writing to the amendment and has the opportunity to resolve the complaint through a resolution meeting, or the hearing officer grants permission to amend no later than five (5) days before the due process hearing begins.
   b. Timelines for amended due process hearings begin again on the filing date of the amended request.

3. If the district has not previously sent written notice (as outlined in IDEA) regarding the subject matter in the parent's/adult student's complaint, the district must, within ten (10) calendar days of receiving the request, send the response to the parent/adult student a letter explaining the reasons behind their actions, options considered, evaluations conducted, and other factors relevant to the district's response, in accordance with IDEA prior written notice requirements.

4. The district shall inform a parent/adult student of any free or low-cost legal or other relevant services available to him or her and provide a copy of the Procedural Safeguards if a due process hearing is requested or if the parent/adult student requests such information.

5. Within fifteen (15) days of receiving the parent's/adult student's due process hearing request, the district convenes a pre-hearing resolution session, unless both parties agree in writing to waive the resolution meeting, both parties agree to go to mediation, or the district initiates the hearing.
    a. A resolution meeting includes parent/adult student, a representative of the district who has decision-making authority, and relevant members of the IEP team who have specific knowledge of the facts identified in the request for a due process hearing as determined by the parties.
    b. The district's attorney shall not attend the resolution session unless the parent/adult student will be accompanied by an attorney.
    c. The DRC will provide a contractor specially trained in facilitating a resolution session or a contracted mediator, if requested. Either process requires approval by both parties.
    d. The purpose of the meeting is for the parent/adult student to discuss the due process hearing request, and the facts that form the basis of the request, so that the district has the opportunity to resolve the dispute.
        1. If a resolution is reached regarding the issues raised in the request for a due process hearing, the district representative and the parent/adult student will sign a settlement agreement, a legally binding document enforceable in state and federal court. The parties will immediately forward to the hearing officer signed documentation of the voluntary withdrawal of the due process hearing complaint by the requesting party.
        2. Either party may void this agreement within three (3) business days of signing the agreement.
    e. A due process hearing will be scheduled if no resolution is reached within thirty (30) calendar days of receiving the request for a due process hearing.
    f. If the district is unable to obtain the participation of the parent/adult student after reasonable efforts have been made and documented, at the conclusion of the thirty (30) calendar day resolution period the district may request that the hearing officer dismiss the parent's/adult student's due process hearing request.

g. A parent/adult student may request an immediate due process hearing from the hearing officer if the district has not scheduled or participated in a resolution session within fifteen (15) days of the request.

h. The district must report to the DRC and to the hearing officer when the resolution meeting is to be held, or provide documentation indicating it was waived by both parties, or provided documentation of attempts to reach the other party, within fifteen (15) days of SDE receiving the due process hearing request.

6. The forty-five (45) day timeline for the due process hearing request starts the day after one of the following events:

a. both parties agree in writing to waive the resolution meeting;

b. after either the mediation or resolution meeting starts but before the end of the thirty (30) day period, the parties agree in writing that no agreement is possible;

c. both parties agree in writing to continue the mediation at the end of the thirty (30) day resolution period, but later, the parent/adult student or public agency withdraws from the mediation process; or

d. the district files a hearing request.

All of the above events must be documented, with dates of determination, and provided to the DRC and the assigned hearing officer immediately.

D. The Due Process Hearing

1.Hearing Preparation

a. A parent/adult student will be allowed to inspect and review reports, files, and records pertaining to the student prior to a resolution session or due process hearing. A district may charge a fee for copies of records if the fee does not effectively prevent a parent/adult student from exercising his or her right to inspect and review those records. The district may not charge a fee to search for or retrieve records.

b. A due process hearing will be scheduled if no resolution is reached within thirty (30) calendar days of receiving the request for a due process hearing.

c. If the district is unable to obtain the participation of the parent/adult student after reasonable efforts have been made and documented, at the conclusion of the thirty (30) calendar day resolution period the district may request that the hearing officer dismiss the parent's/adult student's due process hearing request.

d. A parent/adult student may request an immediate due process hearing from the hearing officer if the district has not scheduled or participated in a resolution session within fifteen (15) days of the request.

e. The district must report to the DRC and to the hearing officer when the resolution meeting is to be held, or provide documentation indicating it was

waived by both parties, or provided documentation of attempts to reach the other party, within fifteen (15) days of SDE receiving the due process hearing request.

2.The forty-five (45) day timeline for the due process hearing request starts the day after one of the following events:

a. both parties agree in writing to waive the resolution meeting;
b. after either the mediation or resolution meeting starts but before the end of the thirty (30) day period, the parties agree in writing that no agreement is possible;
c. both parties agree in writing to continue the mediation at the end of the thirty (30) day resolution period, but later, the parent/adult student or public agency withdraws from the mediation process; or
d. the district files a hearing request.

All of the above events must be documented, with dates of determination, and provided to the DRC and the assigned hearing officer immediately.

E. The Due Process Hearing

1.Hearing Preparation

a. A parent/adult student will be allowed to inspect and review reports, files, and records pertaining to the student prior to a resolution session or due process hearing. A district may charge a fee for copies of records if the fee does not effectively prevent a parent/adult student from exercising his or her right to inspect and review those records. The district may not charge a fee to search for or retrieve records. Choose an electronic verbatim record instead. If transcribed, the district will pay the transcription costs, and a copy of the transcript will remain with the SDE.

2. Decision of the Hearing Officer

a. The decision of the hearing officer will be based solely on presentations made at the due process hearing.
b. The decision made by the hearing officer will be made on substantive grounds based on a determination of whether a student received FAPE.
1. In matters alleging a procedural violation, a hearing officer may find that a student did not receive FAPE only if there is evidence that the procedural inadequacies:
i. impeded the student's right to FAPE;
ii. significantly impeded a parent's/adult student's opportunity to participate in the decision-making process; or
iii. caused a deprivation of educational benefit.
2. If a hearing officer finds that there is a procedural deficiency that did not deny FAPE, he or she may order the district to comply with the procedural requirements.
c. The hearing officer's decision will include findings of fact and conclusions of law. In addition, the decision shall include an order of relief, if appropriate.

d. The hearing officer's written decision shall be mailed within forty-five (45) calendar days from the date both parties agreed in writing to waive the resolution meeting, or both parties agreed to go to mediation, or the date the district initiated the hearing. The hearing officer may grant an extension of the forty-five (45) day period upon the request of a party. The hearing officer shall issue a written decision in response to each request.

e. The findings of fact and decision shall be sent to the parent/adult student at no cost. Copies will also be mailed to the district superintendent, the DRC, and representatives of the district.

f. A hearing officer's decision will be enforceable in state and federal court. It will be implemented not later than fourteen (14) calendar days from the date of issuance unless:

1. the decision specifies a different implementation date; or
2. either party appeals the decision by initiating civil action in state or federal district court within applicable appeal periods.

g. Nothing in this section can be interpreted to prevent a parent/adult student from filing a separate due process hearing request on an issue separate from the request already filed. The SDE may consolidate multiple hearing requests involving the same IEP.

h. Stay Put

1. During the pendency of any due process hearing, the student shall remain, or "stay put," in his or her current educational placement unless the district and parent/adult student agree otherwise.
2. The stay-put placement continues during any subsequent appeals unless a hearing officer agrees with a parent/adult student that a change of placement is appropriate, in which case, the placement identified in the hearing officer's decision becomes the stay-put placement.
3. If the dispute involves an application for initial admission to public school in Idaho, the student, with the written consent of his or her parent, shall be placed in the public school program until the proceedings are completed.
4. "Stay put" does not apply when a student is transitioning from Part C (the Infant/Toddler Program) to Part B services in Idaho. Following the development of an IEP or an individual family service plan (IFSP), if an educational placement dispute arises involving a student transitioning from Part C to Part B, the student cannot "stay put" in Part C.
    i. With written consent of the parent, the student shall be placed in the public school until completion of all the hearing proceedings.
    ii. If the parent does not give written consent, the student will not receive services until completion of the hearing proceedings.
    iii. If the student is eligible for special education and related services, and the parent consents, then the district shall provide those special education and related services which are not in dispute.

Section 6. Expedited Due Process Hearings

A. Definition

An expedited due process hearing is defined as an administrative hearing to resolve disputes concerning discipline occurring within twenty (20) school days of the request, with a decision rendered within ten (10) school days of the hearing.

B. Filing an Expedited Hearing Request

Parties filing expedited due process hearing requests must include a complete and signed copy of the *Expedited Due Process Hearing Request Form* or a signed document providing, in the same order, all of the general information, issue(s), and resolution(s) information required in the *Expedited Due Process Hearing Request Form*. Reasonable accommodations will be provided to individuals who need assistance in filing a written request.

1. A district may request an expedited hearing if the district believes maintaining the current placement or returning the student to the prior placement is substantially likely to result in injury to the student or others.

2. A parent/adult student may request an expedited hearing if:
    a. he or she disagrees with a determination that the student's behavior was not a manifestation of the disability; or

    b. he or she disagrees with the district's discipline decision, which resulted in a change of placement.

A parent/adult student or district filing an expedited due process hearing request must provide, in a confidential manner, the due process complaint and request for hearing to the other party. The request shall be mailed, faxed, or hand delivered (electronic copies are not accepted). The party filing an expedited due process hearing must be able to show proof of receipt of the expedited due process hearing request by the other party. Additionally, when the request is provided to the non-requesting party, the party filing the request shall simultaneously send a written copy to the DRC by mail, fax, hand delivery, or scanned and attached to an email with a signature of the filing party. All applicable timelines for expedited due process hearing will start when the request has been received by the non-requesting party.

C. The Expedited Hearing Process and Decision

An expedited hearing will be conducted in a fair and impartial manner. Guidelines and proceedings will be the same as those in a regular due process hearing, except for the following changes:

1. The DRC will appoint a hearing officer within five (5) business days of a request.

2. A resolution session shall occur within seven (7) days of receiving a due process hearing request unless the parties agree in writing to waive the resolution session or go to mediation.

3. A due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within fifteen (15) days of the receipt of the expedited due process hearing request.

4. There is no process for challenging the sufficiency of the due process hearing request in an expedited case.

5. Any party may prohibit the introduction of any evidence at the hearing that was not disclosed at least five (5) business days before the hearing.

6. The hearing shall occur within twenty (20) school days of the request, with a decision rendered within ten (10) school days of the hearing and no extensions may be granted by the hearing officer.

7. A written decision will be mailed to both parties by the Dispute Resolution office.

8. A party may appeal the decision in an expedited due process hearing in the same way as allowed for decisions in other original due process hearings.

D. Placement During an Expedited Hearing

When a hearing has been requested by either the parent/adult student or the district regarding placement decisions, the student shall "stay put" during the pendency of the hearing. In relation to disciplinary proceedings, stay put means:

1. the student will remain in the IAES until the timeline for the disciplinary action expires or the hearing officer renders a decision, whichever occurs first; and/or

2. upon expiration of the IAES placement, the student will be placed in the setting he or she was in prior to the IAES. However, if district personnel maintain that it is dangerous for the student to return to that placement, the district may request an expedited hearing to continue the IAES for up to an additional forty-five (45) school days. This procedure may be repeated as necessary.

If the hearing officer findings are in favor of the parent/adult student, the change of placement cannot occur. The IEP team will need to determine the extent of services appropriate to meet the student's individual needs, as well as address the student's behavior. If the hearing officer finds for the district, the district may use the same disciplinary procedures, including expulsion, available for any other student, except that FAPE must be provided according to the requirements in Chapter 12, Section 3.

If an educational placement dispute arises involving a child transitioning from Part C to Part B, the child cannot remain in Part C services when he or she is over the age of three (3). If the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services, then the school district shall provide those special education and related services that are not in dispute between the parent and district until completion of all the hearing proceedings. If the parent does not give written consent for the special education or related services, the student will not receive services until completion of the hearing proceedings.

~~Section 7. Appeals and Civil Action~~

~~An action for state court review shall be filed within twenty-eight (28) days from the date of issuance of the hearing officer's decision; any action in federal district court shall be filed within forty-two (42) calendar days from the date of issuance of the hearing officer's decision.~~

~~A party must exhaust administrative remedies before initiating a civil action under IDEA unless otherwise determined by the court. However, nothing in the IDEA restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, or other federal laws protecting the rights of children with disabilities.~~

~~Section 8. Attorney Fees~~

~~An IDEA hearing officer appointed by the DRC does not have the authority to consider or award attorney fees. Only a state or federal district court will have has jurisdiction in to consider an award the awarding, determination, or prohibition of attorney fees in and IDEA matter.~~

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CHAPTER ~~10~~ 14: ~~IMPROVING RESULTS~~ IDAHO DEPARTMENT OF EDUCATION'S GENERAL SUPERVISION SYSTEM REQUIREMENTS

This chapter identifies the Idaho Department of Education's responsibilities for supervising and monitoring LEAs' implementation of the IDEA. These responsibilities include focusing ~~reflects the changes in the IDEA that focus~~ on improving educational results and functional outcomes for all students with disabilities, analyzing and reporting data to the public, and ensuring that personnel who work with students with disabilities are qualified. ~~prepared to meet their unique needs.~~

Section 1. Department's General Supervision System

The Idaho Department of Education is responsible for the general supervision and oversight of IDEA compliance in Idaho. The Idaho Department of Education is responsible for ensuring that IDEA provisions are carried out, and that each educational program for students with disabilities administered within Idaho, including each program administered by other State agencies or LEAs, is under the general supervision of the persons responsible for educational programs for students with disabilities and meets Idaho educational standards.

The Idaho Department of Education is responsible for creating and implementing a general supervision system, which includes, at a minimum, the following eight (8) integrated components:

1. Integrated monitoring activities;
2. Data on processes and results;
3. The State Performance Plan/Annual Performance Report (SPP/APR);
4. Fiscal management;
5. Effective dispute resolution;
6. Targeted technical assistance and professional development;
7. Policies, procedures, and practices resulting in effective implementation; and
8. Improvement, correction, incentives, and sanctions.

Idaho has established and maintains an advisory panel, known as the Special Education Advisory Panel (SEAP), for the purpose of providing policy guidance with respect to special education and related services for students with disabilities. Members of SEAP serve at the discretion of the State Superintendent of Public Instruction. Membership requirements are defined by IDEA and a majority of members (51%) of the panel shall be individuals with disabilities or parents of students with disabilities [birth through age twenty-six (26)].

Section ~~1.~~ 2. Integrated Monitoring Activities ~~Priorities and Indicators~~

In fulfilling its general supervision responsibilities, and as a condition of receiving IDEA funds, the Idaho Department of Education must monitor LEAs in each of the following priority areas:

1. The provision of FAPE in the least restrictive environment (LRE);
2. General supervision, including effective monitoring within the LEA;
3. Child find;
4. A system of transition services, including for early child and secondary transition;
5. The use of resolution meetings as part of due process hearings;
6. Mediation; and
7. Disproportionate representation of racial and ethnic groups in special education and related services, to the extent the representation is the result of inappropriate identification.

Monitoring of all LEAs will occur within a reasonable period of time and at least once within a six-year period. However, when the Idaho Department of Education becomes aware of an "area of concern" or credible allegation regarding an IDEA policy, practice or procedure within an LEA, it must conduct due diligence in a timely manner to address the area of concern and reach a conclusion in a reasonable amount of time.

If the Idaho Department of Education determines that an LEA is out of compliance with an applicable IDEA requirement, a written notification of noncompliance will be issued, unless the LEA immediately corrected the noncompliance, and the Idaho Department of Education is able to verify the correction before it issues a finding.

The Idaho Department of Education must use the threshold of 100 percent compliance when determining an LEA's compliance with IDEA requirements. Compliance and verification of compliance must occur as soon as possible, but no later than one year (365 days) after the Idaho Department of Education's written notification of noncompliance. Compliance includes addressing the extent and cause of the identified noncompliance, in addition to ensuring student-specific and systemic corrections occur.

In those instances when the Idaho Department of Education has identified student-specific noncompliance, it will verify correction by reviewing each individual case (not a subset or sample) of previously noncompliant files, records, data files or whatever data source was used to identify the original noncompliance, to verify correction by the LEA of student-specific noncompliance, unless the student is no longer within the jurisdiction of the LEA, and no outstanding corrective action exists under a State complaint or due process hearing decision for the student.

In some cases, monitoring activities may require system-level verification. System-level verification refers to the process of ensuring that an LEA has addressed and improved its practices related to the identified area(s) of noncompliance. This is done through a review of

subsequent evidence and documentation to demonstrate that the LEA has implemented corrective actions and improved practices across their system. The purpose of system-level verification is to confirm that the LEA has made necessary adjustments to prevent recurrence within the system.

A. Results Driven Accountability (RDA) Monitoring System

~~The Idaho State Department of Education (SDE_ is responsible for the design and implementation of a system of general supervision that monitors the fulfillment of the Individuals with Disabilities Education Act (IDEA) of 2007.~~ The activities under the Idaho Special Education Results Driven Accountability (RDA) Monitoring System monitor LEAs for results and compliance. Based on ~~stakeholder~~ educational partner input, the monitoring system includes a focus on providing supports to LEAs to meet the requirements of IDEA.

The Guiding Principles of the Results Driven Accountability Monitoring System are:

1. Improving educational results and functional outcomes for all students with disabilities~~,~~ and ensuring that Idaho meets the ~~program required by~~ requirements of IDEA, with ~~a particular~~ emphasis on those requirements that are most closely related to improving education results for students with disabilities.
2. ~~2.~~ The RDA Monitoring System provides the framework for the ~~SDE~~ Idaho Department of Education to partner with LEAs to be mutually responsible for improving educational results and functional outcomes for all students with disabilities, ~~student outcomes~~ and is designed to guide and support ~~districts~~ LEAs in their pursuit of preparing students with disabilities to persevere in life and be ready for postsecondary opportunities. ~~college and careers. To meet the general supervision requirements, the SDE will conduct an annual review of each LEA's performance on a pre-identified set of results and compliance indicators and special conditions areas. Data from the annual review will be compiled into the RDA Determination Report.~~
3. The ~~district~~ LEA is required to submit timely and accurate data from which the ~~district's~~ LEA's performance will be calculated based on the indicators in the ~~Idaho's~~ Idaho Department of Education's State Performance Plan, posted online annually on the ~~SDE~~ Idaho Department of Education website.

B. ~~SDE Responsibility~~ LEA Determinations

~~As part of the SDE general supervision responsibilities, the SDE is required to collect, review, and analyze data on an annual basis to determine if the state and districts are making progress toward the required performance goals. This accountability process includes:~~

To meet general supervision requirements, the Idaho Department of Education annually reviews each LEA's performance on a preidentified set of results, compliance indicators, and special conditions areas. Data from the annual review is compiled into the LEA Determination Report.

Idaho has developed four Differentiated Levels of Support to meet the needs of LEAs and improve educational results and functional outcomes for all students with disabilities. LEAs are placed into one of four Differentiated Levels of Support according to the LEA's score on their LEA Determination Report:

1. Meets Requirements: Level 1 – Supporting and Guiding,
2. Needs Assistance: Level 2 – Assisting and Mentoring,
3. Needs Intervention: Level 3 – Directing, and
4. Needs Substantial Intervention: Level 4 – Intervening.

The Idaho Department of Education is required to take certain enforcement actions based on the level of determination each LEA receives. These actions may include technical assistance; a corrective action plan; conditions on funding of an LEA; and/or withholding funds, in whole or in part. The determination process includes:

1. ensuring the data provided and reported by LEAs to the Idaho Department of Education is timely and accurate;
2. measuring performance on goals ~~both~~ for the ~~state~~ State and the ~~districts~~ LEAs;
3. monitoring based on ~~district~~ LEA result and compliance data with the IDEA, and progress made toward meeting ~~state~~ State goals;
4. identifying ~~districts~~ LEAs in one of the following ~~RDA~~ Determination categories: Meets Requirements, Needs Assistance, Needs Intervention, or Needs Substantial Intervention;
5. identifying ~~districts~~ LEAs in of the following Differentiated Levels of Support categories: ~~Support~~ Supporting and Guiding, Assisting and Mentoring, Directing, or Intervening;
6. providing professional development and technical assistance statewide and targeted technical assistance to ~~districts~~ LEAs demonstrating the highest needs;
7. reporting to the public on the ~~state~~ State's and ~~districts'~~ LEAs' performance on ~~state~~ State goals; and
8. developing and submitting an Annual Performance Report/State Performance Plan, as needed, to address ~~state~~ State performance on required goals.

C. Fiscal Monitoring ~~District Responsibility~~

The Idaho Department of Education's IDEA general supervision responsibility must be read with other Federal monitoring requirements, including fiscal monitoring. The Idaho Department of Education IDEA Part B Fiscal Accountability Office conducts federal fiscal grant subrecipient monitoring and compliance reviews and implements related corrective actions for associated noncompliance. The Fiscal Accountability Office incorporates best practices and standards and

follows the requirements set forth in 2 CFR Part 200 Uniform Grant Guidance, 34 Part 76 Education Department General Administrative Regulations (EDGAR) and 34 CFR Part 300 Assistance to States for the Education of Children with Disabilities.

The Fiscal Accountability Office conducts an annual fiscal risk assessment in conjunction with a cyclical monitoring cohort of LEAs. Monitoring staff employ a thorough rubric to determine and issue findings. Each LEA is subject to fiscal monitoring no less than once every five years. Reimbursement requests for IDEA Part B funding require documentation for review and cost allocability throughout the year for all LEAs. MOE eligibility and compliance testing, excess cost reporting, supplement not supplant crosscutting measures, applicable Private School Proportionate Share, and CEIS and CCEIS compliance reporting are conducted annually through the IDEA Part B Application for funding.

As a condition for receiving IDEA Part B funds, the LEA shall provide assurance in the IDEA Part B Application that the school board or board of trustees has adopted the most current version of this Manual.

~~Progress on the state's performance goals is directly linked to the districts' efforts and progress in these same areas. On an annual basis and as part of the SDE's general supervision and accountability, the district shall:~~

~~1. ensure the data it collects and reports to the SDE regarding special education students and personnel is accurate;~~

~~2. use data-based decision-making procedures to review and analyze data to determine if the district is making adequate progress toward performance goals; and~~

~~3. adjust strategies, as needed, to meet goals and improve student outcomes.~~

Section ~~2.~~ 3. Comprehensive ~~Coordinated~~ Early Intervening Services (CEIS) ~~& Comprehensive Coordinated Early Intervening Services (CCEIS)~~

Coordinated early intervening services (CEIS) are services to help students who need additional academic or behavioral support to be successful in school. The activities for CEIS must align with allowable uses under IDEA and adhere to the regulations outlined in the Office of Management and Budget (OMB) Uniform Grant Guidance. Under the OMB Uniform Grant Guidance, costs must be necessary, reasonable, allocable, and adequately documented. LEAs must use generally acceptable accounting principles to document expenditure of funds.

A. Voluntary Coordinated Early Intervening Services (CEIS)

Under the IDEA, the ~~district~~ LEA may use up to 15% of its IDEA Part B allocation in any fiscal year to provide coordinated ~~comprehensive~~ early intervening services (CEIS) for students in kindergarten through grade twelve (12), ~~(~~with a particular emphasis on students in kindergarten through grade three (3) who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment.

These funds may be used for activities that include:

1. Professional development for teachers and other school staff to enable such personnel to deliver ~~scientifically~~ evidence-based academic and behavioral interventions, including ~~scientifically~~ evidence-based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and
2. Providing educational and behavioral evaluations, services, and supports, including ~~scientifically~~ evidence-based literacy instruction.

~~Should a district be found in having significant disproportionality as provided under Part B, the district shall use 15% of its IDEA Part B allocations to provide comprehensive coordinated early intervening services.~~

B. Fiscal Requirements for CEIS

If the ~~district~~ LEA chooses to use IDEA Part B funds in any fiscal year to provide voluntary CEIS, the ~~district~~ LEA will budget the amount used to provide these services, up to a maximum of 15% of the total allocation, in the Part B budget that is submitted annually to the ~~SDE~~ Idaho Department of Education as part of the Part B and Preschool Application.

LEAs taking the Maintenance of Effort (MOE) adjustment may be limited in the amount of CEIS funds they can reserve. The combined amount taken for both voluntary CEIS and the LEA MOE adjustment cannot exceed the maximum amount available for CEIS or the maximum amount available for the LEA MOE adjustment.

C. Reporting Requirements for CEIS

Fiscal and LEA student data must be reported by states to the U.S. Department of Education for CEIS. LEAs must be able to collect and report the data according to federal and ~~state~~ State requirements when planning for and implementing CEIS services.

When the LEA uses IDEA Part B funds to provide CEIS, an annual report shall be submitted through the IDEA Part B Application for funding to the Idaho Department of Education including:

1. The number of students who received CEIS; and
2. The number of students who received CEIS and subsequently receive special education and related services during the preceding two (2) year period.

D. Relationship between FAPE and CEIS

CEIS provided by the ~~district~~ LEA shall not be construed to either limit or create a right to FAPE under the IDEA or to delay appropriate evaluation of a student suspected of having a disability.

Section 4. Comprehensive Coordinated Early Intervening Services (CCEIS)

The Idaho Department of Education must determine annually whether each LEA has a significant racial or ethnic disproportionality in the identification of students for special education services, including the identification of students as students with disabilities in one of six common categories; the placement of those students; and the disciplinary removal of those students from their placements. LEAs with significant disproportionalities must reserve 15 percent of their total IDEA Section 611 and Section 619 funds to implement CCEIS. These CCEIS funds must be used to identify and address the root causes of the LEA's disproportionalities. CCEIS can be used for students with and without disabilities from age three (3) through grade twelve (12), particularly, but not exclusively, students in those racial/ethnic groups who were significantly overrepresented with respect to identification, placement, or discipline.

A. Fiscal Requirements for CCEIS

Should an LEA be found to have significant disproportionality as provided under Part B, the LEA shall use fifteen (15) percent of its IDEA Part B allocations to provide comprehensive coordinated early intervening services (CCEIS). Exactly fifteen (15) percent of the LEA's total Section 611 and Section 619 subgrants shall be calculated, reserved, and used. The Idaho Department of Education calculates the amount to be reserved for CCEIS, capturing the total LEA allocation (Sections 619 and 611) and multiplying by fifteen (15) percent. The funds may be reserved from either or both subgrants, but the total reserved must equal exactly fifteen (15) percent of the total of those two subgrants. The reserved funds must be used only for CCEIS for the full period of their availability.

Under IDEA's LEA MOE requirement, LEAs are required to maintain their level of year-to-year expenditures on special education and related services, using local-only funds or state and local funds. IDEA includes a provision that allows eligible LEAs to reduce their required level of effort by 50 percent of the increase (if any) in their annual Section 611 allocation. However, there are restrictions on this flexibility. LEAs implementing CCEIS cannot take an MOE adjustment to their state and local spending in a fiscal year in which they are required to use CCEIS funds.

CCEIS funds must be used to identify and address the factors and any policy, practice, or procedure that the LEA identifies as contributing to its significant disproportionality. It is the LEA's responsibility to determine the contributing factors, or root causes, for its situation. IDEA lists some possible factors, including:

1. a lack of access to evidence-based instruction;
2. economic, cultural, or linguistic barriers to appropriate identification or placement in particular educational settings;
3. inappropriate use of disciplinary removals;
4. lack of access to appropriate diagnostic screenings;
5. differences in academic achievement levels; and

6. policies, practices, or procedures that contribute to the significant disproportionality.

A root cause analysis and the action planning process should be conducted and can be supported with CCEIS funds.

~~A Budget Requirements~~

~~If the district chooses to use IDEA Part B funds in any fiscal year to provide CEIS, the district will budget the amount used to provide these services, up to a maximum of 15% of the total allocation, in the Part B budget that is submitted annually to the SDE as part of the Part B and Preschool Application.~~

B. Reporting Requirements for CCEIS

Fiscal and LEA student data must be reported by states to the U.S. Department of Education for CCEIS. LEAs must be able to collect and report the data according to federal and state requirements when planning for and implementing CCEIS services.

When the ~~district~~ LEA uses IDEA Part B funds to provide CCEIS, an annual report shall be submitted through the IDEA Part B Application for funding to the ~~SDE~~ Idaho Department of Education ~~on~~ including:

1. The number of ~~children~~ students who received CCEIS; and
2. The number of ~~children~~ students who received CCEIS and subsequently receive special education and related services during the preceding two (2) year period.

~~C Relationship between FAPE and CEIS~~

~~CEIS provided by the district shall not be construed to either limit or create a right to FAPE under the IDEA or to delay appropriate evaluation of a student suspected of having a disability.~~

Section ~~3.~~ 5. Personnel

The ~~district~~ LEA shall ensure that personnel working with students with disabilities meet the qualifications established by the ~~SDE~~ Idaho Department of Education and have the content knowledge and skills to meet the needs of these students.

A. Appropriate Certification or Licensure

Public school personnel shall meet the appropriate certification or licensure requirements for position assignments. Complete certification standards for personnel providing special education or related services may be found ~~in the handbook titled Idaho Standards for the Initial Certification of Professional School Personnel. This handbook is available from the SDE Certification and Professional Standards Department.~~ by visiting the Certification and Professional Standards webpage of the Idaho Department of Education's website.

Some special education and related services positions may require individuals to be certificated

by the Idaho Department of Education and meet additional licensure requirements in their area of expertise, to be certificated by the Idaho Department of Education, or to meet licensure or certification requirements in their respective professions or areas of expertise without a requirement for certification by the Idaho Department of Education.

An emergency provisional certificate and the public charter school-specific teacher certificate cannot be used as an alternative for individuals to become certificated special education teachers in Idaho. The LEA shall use the alternative authorization options to request alternative endorsement/certification when a professional position cannot be filled with someone who holds the appropriate endorsement/certification.

~~The lists that follow are examples only. They do not include every possible position or licensing situation. For more information, call the SDE Certification and Professional Standards Department at (208) 332-6800.~~

1. ~~The following special education and related services positions require individuals who are employed by the district to be certificated and to meet any additional licensure requirements:~~

    a. ~~audiologist;~~

    b. ~~consulting teacher;~~

    c. ~~counselor;~~

    d. ~~director of special education;~~

    e. ~~early childhood special education teacher;~~

    f. ~~school psychologist;~~

    g. ~~special education teacher;~~

    h. ~~speech-language pathologist; and~~

    i. ~~supervisor/coordinator of special education.~~

2. ~~Some special education service providers need both licensure in their area of expertise and certification from the SDE.~~

    a. ~~School nurses are certificated by the SDE and licensed by the Idaho Board of Nursing.~~

    b. ~~School social workers are certificated by the SDE and licensed by the Idaho Board of Social Work Examiners.~~

3. ~~Some special education service providers must meet the licensure or certification~~

~~requirements in their respective professions, but certification from the SDE is not required.~~

~~a. Occupational therapists and physical therapists are licensed by the Occupational Therapy Licensure Board of Idaho.~~

~~b. Physical therapists are licensed by the Idaho Physical Therapy Licensure Board.~~

~~c. Vocational education teachers are certificated by the Idaho Division of Career and Technical Education.~~

~~d. Vocational rehabilitation counselors must meet national standards for Certified Rehabilitation Counseling (CRC) to be employed by the Idaho Division of Vocational Rehabilitation.~~

~~4. An emergency provisional certificate cannot be used as an alternative for individuals to become certificated special education teachers in Idaho. The district shall use the alternative authorization options to request alternative endorsement/certification when a professional position cannot be filled with someone who holds the appropriate endorsement/certification.~~

B. Shortage of Personnel

If there is a shortage of qualified personnel, the ~~district~~ LEA shall take measurable steps to recruit and hire qualified personnel to provide special education and related services to students with disabilities. However, when a professional position cannot be filled with an individual who has the appropriate certification, vacant positions may be filled with personnel ~~on the following approved alternate pathways to teaching:~~ on an approved alternate pathway to teaching. Information regarding pathways to certification/endorsement is available on the Certification and Professional Standards webpage of the Idaho Department of Education's website.

~~1. Teacher to New Certification: An individual holds a Bachelor's degree and a valid teaching certificate without full endorsement in area of need. The candidate works towards completing a preparation program for special education certification and is employed by the district.~~

~~2. Content Specialist: An individual who is uniquely qualified in an area and holds a Bachelor's degree. The candidate works towards completing a preparation program while employed by the district. The preparation program must include mentoring, one classroom observation per month until certified, and prior to entering the classroom; the candidate completes an accelerated study in education pedagogy.~~

~~3. Non-Traditional Route to Certification: An individual may acquire interim certification through a non-traditional alternative route to teacher certification that is approved by the State Board of Education. During the interim certification, teaching shall be done in conjunction with a two-year mentoring program approved by the State Board of Education.~~

~~Further information and all requirements for each alternative route to certification are available in Idaho Administrative Code (IDAPA 08.02.02).~~

Nothing in the IDEA creates a right of action on behalf of a student or class of students for failure to employ qualified staff.

C. Paraprofessionals~~, Assistants, and Aides~~

The ~~district~~ LEA may employ paraprofessionals~~, assistants, and aides~~ who are appropriately trained and supervised to assist in the provision of special education and related services to students with disabilities if they meet standards established by the ~~SDE~~ Idaho Department of Education. ~~(find the "Standards for Paraprofessionals Supporting Students with Special Needs" on the SDE website).~~

~~Appropriate duties to be performed by paraprofessionals are:~~

~~1. provide one-on-one services for students as specified in the students' IEP;~~

~~2. assist with classroom management and organizing materials;~~

~~3. provide assistance in a computer lab or media center;~~

~~4. conduct parental involvement activities;~~

~~5. act as a translator;~~

~~6. assist in provision of services only under the direct supervision of a certified teacher or related service provider, specifically:~~

~~a. a teacher/related service provider plans instruction and evaluates student achievement; and~~

~~b. the paraprofessional works in conjunction with the teacher or related service provider as determined by the student's IEP.~~

Paraprofessionals may assist in the provision of special education and related services to students with disabilities by providing small-group or other individualized services for students as specified in the students' IEPs.

Paraprofessionals may assist in the provision of services only under the direct supervision of a certified teacher or related service provider. A teacher/related service provider shall plan instruction and assess student progress. The paraprofessional shall work in collaboration with the teacher or related service provider as provided for in the student's IEP.

Paraprofessionals assisting in the provision of special education and related services to students with disabilities shall have a high school diploma or its recognized equivalent. They shall also meet at least one of the following requirements:

1. Complete two (2) years of study at an institution of higher education; or
2. Obtain an associate's (or higher) post-secondary degree; or
3. Meet a rigorous standard of quality and be able to demonstrate, through a formal State-approved academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness).

~~A special education paraprofessional shall be qualified as follows.~~

~~1. All paraprofessionals must have a secondary school diploma or its recognized equivalent~~

~~2. Additionally, except as noted below, paraprofessionals must have:~~

~~a. Completed two years of study at an institution of higher education; or~~

~~b. Obtained an associate's (or higher) degree; or~~

~~c. Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment, knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness). (in Idaho this is the ETS Parapro Praxis with a minimum score of 460).~~

~~The district may encourage qualified paraprofessionals employed in their classrooms to become certified teachers.~~

D. Educational Sign Language Interpreters

The ~~district~~ LEA may only employ an individual as an educational sign language interpreter if they have met the ~~state~~ State qualifications identified in ~~Section 33-1304,~~ Idaho Code. ~~Educational interpreters employed by the district shall complete a minimum of eighty (80) hours of training in the areas of interpreting or translating every five (5) years.~~

E. Supervision of Staff

A teacher and/or a related service provider with appropriate certification or licensure who has been informed of his or her specific responsibilities related to a student's IEP has the primary responsibility to ensure the appropriate implementation of the IEP. The ~~district~~ LEA shall have ~~has~~ policies and procedures for the supervision and evaluation of all certificated/licensed or contracted employees.

The certificated/licensed teacher and/or related service provider will generally be responsible for the supervision of all ~~paraprofessionals, assistants, and aides~~ support staff who provide direct services to students with disabilities. ~~All paraprofessionals, assistants, and aides must have a supervision plan developed by a certificated or licensed professional.~~

F. Professional Development ~~Plan~~

The ~~district~~ LEA shall ~~will~~ take measures to ensure that all personnel necessary to provide special education and related services according to the IDEA are appropriately and adequately prepared. Personnel may use a variety of opportunities for technical assistance and training activities to further develop professional knowledge and skills ~~in order~~ to meet the needs of students with disabilities.

~~To the extent the district determines it is appropriate, paraprofessional personnel may use the technical assistance and training activities offered by the district or SDE to improve practice for paraprofessional supports for special needs.~~

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Appendix I. Procedural Safeguards Notice

Idaho Department of Education

Procedural Safeguards Notice for Students with Disabilities and their Parents Under the Individuals with Disabilities Education Act

Revised 2025

IDEA Part B Procedural Safeguards Notice

Revised: ~~June 2016~~ 2025

Dear Parent,

This document provides you with the required notice of the procedural safeguards available under the Individuals with Disabilities Education Act (IDEA) and U.S. Department of Education regulations. The IDEA, the Federal law concerning the education of students with disabilities, requires schools to provide the parent(s) of a child with a disability a notice containing a full explanation of the procedural safeguards available. A copy of this notice must be given only one time per school year, except that a copy must also be given:

1) Upon initial referral or upon your request for evaluation;
2) Upon receipt of your first State complaint and upon receipt of your first due process complaint in a school year;
3) When a decision is made to take a disciplinary action against your child that constitutes a change of placement; and
4) Upon your request.

Please contact the school district or charter for more information on these rights. For further explanation you may also contact:

~~Idaho~~ Special Education Dispute Resolution~~, State Dept. of Education~~
Idaho Department of Education
P.O. Box 83720
Boise, ID 83720-0027
Phone: (208) 332-6914
Toll-free: (800) 432-4601
V/TT: (800) 377-3529
~~Fax: (208) 334-2228~~
Web: www.sde.idaho.gov
disputeresolution@sde.idaho.gov

For further assistance in matters relating to dispute resolution, you may contact:

DisAbility Rights Idaho Boise Office
~~4477 Emerald Street, Suite B-100~~
9542 Bethel Ct.
Boise, ID ~~83706-2066~~ 83209
Phone: (208) 336-5353
Toll-free: ~~(800) 632-5125~~ (866) 262-3462
Fax: (208) 336-5396
Web: disabilityrightsidaho.org

DisAbility Rights Idaho Pocatello Office
1246 Yellowstone Ave.
Suite A-3
Pocatello, ID 83201-4374

Phone: ~~(208) 232-0922~~ (208) 336-5353
Toll-free: ~~(866) 309-1589~~ (866) 262-3462
Fax: ~~(208) 232-0938~~ (208) 336-5396
Web: disabilityrightsidaho.org

Idaho Parents Unlimited, Inc. (IPUL)
4619 Emerald St., Ste. E
Boise, ID ~~83702~~ 83706
Phone: (208) 342-5884

Toll-free: (800) 242-IPUL (4785)
V/TT: (208) 342-5884

Fax: (208) 342-1408
Web: ipulidaho.org

Idaho Legal Aid Services
1447 Tyrell Lane
Boise, ID 83706
Phone: ~~(208) 336-8980~~ (208) 746-7541
Fax: (208) 342-2561
Web: idaholegalaid.org

Idaho State Bar Association
P.O. Box 895
Boise, ID 83701
Phone (208) 334-4500
Fax: (208) 334-4515
Web: isb.idaho.gov

~~***Wrightslaw Idaho Yellow Pages for Kids***~~
~~Web: yellowpagesforkids.com/help/id.htm~~

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GENERAL INFORMATION

Prior Written Notice

34 CFR §300.503

Notice
Your school district or charter must give you written notice (provide you certain information in writing), within a reasonable amount of time before it:

1) Proposes to initiate or to change the identification, evaluation, or educational placement of your child, or the provision of a free appropriate public education (FAPE) to your child; **or**
2) Refuses to initiate or to change the identification, evaluation, educational placement of your child, or the provision of FAPE to your child.

Content of notice
The written notice must:

1) Describe the action that your school district or charter proposes or refuses to take;
2) Explain why your school district or charter is proposing or refusing to take the action;
3) Describe each evaluation procedure, assessment, record, or report your school district or charter used in deciding to propose or refuse the action;
4) Include a statement that you have protections under the procedural safeguards provisions in Part B of IDEA;
5) Tell you how you can obtain a description of the procedural safeguards if the action that your school district or charter is proposing or refusing is not an initial referral for evaluation;
6) Include resources for you to contact for help in understanding Part B of IDEA;
7) Describe any other options that your child's individualized education program (IEP) Team considered and the reasons why those options were rejected; **and**
8) Provide a description of other reasons why your school district or charter proposed or refused the action.

Notice in understandable language
The notice must be:

1) Written in language understandable to the general public; **and**
2) Provided in your native language or other mode of communication you use, unless it is clearly not feasible to do so.
3) If your native language or other mode of communication is not a written language, your school district or charter must ensure that:

a) The notice is translated for you orally or by other means in your native language or other mode of communication;

b) You understand the content of the notice; **and**

c) There is written evidence that the requirements in paragraphs 1 and 2 have been met.

Native Language

34 CFR §300.29

Native language, when used regarding an individual who has limited English proficiency, means the following:

1) The language normally used by that person, or, in the case of a child, the language normally used by the child's parents;
2) In all direct contact with a child (including evaluation of the child), the language normally used by the child in the home or learning environment.

For a person with deafness or blindness, or for a person with no written language, the mode of communication is what the person normally uses (such as sign language, Braille, or oral communication).

Electronic Mail

34 CFR §300.505

If your school district or charter offers parents the choice of receiving documents by e-mail, you may choose to receive the following by e-mail:

1) Prior written notice;
2) Procedural safeguards notice; **and**
3) Notices related to a due process complaint.

Parental Consent - Definition

34 CFR §300.9

Consent
Consent means:

1) You have been fully informed in your native language or other mode of communication (such as sign language, Braille, or oral communication) of all information about the action for which you are giving consent.
2) You understand and agree in writing to that action, and the consent describes that action and lists the records (if any) that will be released and to whom; **and**
3) You understand that the consent is voluntary on your part and that you may withdraw your consent at any time.

If you wish to revoke (cancel) your consent after your child has begun receiving special

education and related services, you must do so in writing. Your withdrawal of consent does not negate (undo) an action that has occurred after you gave your consent but before you withdrew it. In addition, the school district or charter is not required to amend (change) your child's education records to remove any references that your child received special education and related services after your withdrawal of consent.

Parental Consent

34 CFR §300.300

Consent for initial evaluation
Your school district or charter cannot conduct an initial evaluation of your child to determine whether your child is eligible under Part B of IDEA to receive special education and related services without first providing you with prior written notice of the proposed action and obtaining your consent as described under the headings ***Prior Written Notice*** and ***Parental Consent.***

Your school district or charter must make reasonable efforts to obtain your informed consent for an initial evaluation to decide whether your child is a child with a disability.

Your consent for initial evaluation does not mean that you have also given your consent for the school district or charter to start providing special education and related services to your child.

Your school district or charter may not use your refusal to consent to one service or activity related to the initial evaluation as a basis for denying you or your child any other service, benefit, or activity, unless another Part B requirement requires the school district or charter to do so.

If your child is enrolled in public school or you are seeking to enroll your child in a public school and you have refused to provide consent or failed to respond to a request to provide consent for an initial evaluation, your school district or charter may, but is not required to, seek to conduct an initial evaluation of your child by using the IDEA's mediation or due process complaint, resolution meeting, and impartial due process hearing procedures. Your school district or charter will not violate its obligations to locate, identify and evaluate your child if it does not pursue an evaluation of your child in these circumstances.

Special rules for initial evaluation of wards of the State
If a child is a ward of the State and is not living with his or her parent —

The school district or charter does not need consent from the parent for an initial evaluation to determine if the child is a child with a disability if:

1) Despite reasonable efforts to do so, the school district or charter cannot find the child's parent;
2) The rights of the parents have been terminated in accordance with State law; **or**
3) A judge has assigned the right to make educational decisions to an individual other than the parent and that individual has provided consent for an initial evaluation.

Ward of the State, as used in IDEA, means a child who, as determined by the State where the child lives, is:

1) A foster child;
2) Considered a ward of the State under State law; **or**
3) In the custody of a public child welfare agency.

There is one exception that you should know about. *Ward of the State* does not include a foster child who has a foster parent who meets the definition of a *parent* as used in IDEA.

Parental consent for services

Your school district or charter must obtain your informed consent before providing special education and related services to your child for the first time.

The school district or charter must make reasonable efforts to obtain your informed consent ~~before providing~~ to provide special education and related services to your child for the first time.

If you do not respond to a request to provide your consent for your child to receive special education and related services for the first time, or if you refuse to give such consent or later revoke (cancel) your consent in writing, your school district or charter may not use the procedural safeguards (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) in order to obtain agreement or a ruling that the special education and related services (recommended by your child's IEP team) may be provided to your child without your consent.

If you refuse to give your consent for your child to receive special education and related services for the first time, or if you do not respond to a request to provide such consent or later revoke (cancel) your consent in writing and the school district or charter does not provide your child with the special education and related services for which it sought your consent, your school district or charter:

1) Is not in violation of the requirement to make a free appropriate public education (FAPE) available to your child for its failure to provide those services to your child; **and**
2) Is not required to have an individualized education program (IEP) meeting or develop an IEP for your child for the special education and related services for which your consent was requested.

If you revoke (cancel) your consent in writing at any point after your child is first provided special education and related services, then the school district or charter may not continue to provide such services, but must provide you with prior written notice, as described under the heading ***Prior Written Notice***, before discontinuing those services.

Parent's Right to Object

Once you consent to the initial start of services, the school district or charter is not required to obtain your consent to make changes to the IEP. However, you are a required member of the IEP team that makes decisions about your student's educational program. ~~However,~~ ~~if~~ If you do not agree with changes to the IEP you may request facilitation or mediation, or file for a due process hearing. ~~want the school district to implement the changes to the IEP, you must submit your objections in writing. Your written objections must either be postmarked or hand-delivered to the school district within 10 days of receiving the written notice of the changes.~~

~~IDAPA 8.02.03.109.05a~~

Parental consent for reevaluations
Your school district or charter must obtain your informed consent before it reevaluates your child, unless your school district or charter can demonstrate that:

1) It took reasonable steps to obtain your consent for your child's reevaluation; **and**
2) You did not respond.

If you refuse to consent to your child's reevaluation, the school district or charter may, but is not required to, pursue your child's reevaluation by using the mediation, due process complaint, resolution meeting, and impartial due process hearing procedures to seek to override your refusal to consent to your child's reevaluation. As with initial evaluations, your school district or charter does not violate its obligations under Part B of IDEA if it declines to pursue the reevaluation in this manner.

Documentation of reasonable efforts to obtain parental consent
Your school must maintain documentation of reasonable efforts to obtain your consent for initial evaluations, to provide special education and related services for the first time, for a reevaluation, and to locate parents of wards of the State for initial evaluations. The documentation must include a record of the ~~school district's~~ school's or charter's attempts in these areas, such as:

1) Detailed records of telephone calls made or attempted and the results of those calls;
2) Copies of correspondence sent to you and any responses received; **and**
3) Detailed records of visits made to your home or place of employment and the results of those visits.

Other consent requirements
Your consent is not required before your school district or charter may:

1) Review existing data as part of your child's evaluation or a reevaluation; **or**
2) Give your child a test or other evaluation that is given to all children unless, before that test or evaluation, consent is required from parents of all children.

The school district or charter must develop and implement procedures to ensure that your refusal to consent to any of these other services and activities does not result in a failure to provide your child with a free appropriate public education (FAPE). Also, your school district or charter may not use your refusal to consent to one of these services or activities as a basis for denying any other service, benefit, or activity, unless another Part B requirement requires the school district or charter to do so.

If you have enrolled your child in a private school at your own expense or if you are home schooling your child, and you do not provide your consent for your child's initial evaluation or your child's reevaluation, or you fail to respond to a request to provide your consent, the school district or charter may not use its dispute resolution procedures (i.e., mediation, due process complaint, resolution meeting, or an impartial due process hearing) and is not required to

consider your child as eligible to receive equitable services (services made available to some parentally-placed private school children with disabilities).

Independent Educational Evaluations

34 CFR §300.502

General
As described below, you have the right to obtain an independent educational evaluation (IEE) of your child if you disagree with the evaluation of your child that was obtained by your school district or charter.

If you request an independent educational evaluation, the school district or charter must provide you with information about where you may obtain an independent educational evaluation and about the ~~school district's~~ school's or charter's criteria that apply to independent educational evaluations.

Definitions
Independent educational evaluation means an evaluation conducted by a qualified examiner who is not employed by the school district or charter responsible for the education of your child.

Public expense means that the school district or charter either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to you, consistent with the provisions of Part B of IDEA, which allow each State to use whatever State, local, Federal, and private sources of support are available in the State to meet the requirements of Part B of the Act.

Right to evaluation at public expense
You have the right to an independent educational evaluation of your child at public expense if you disagree with an evaluation of your child obtained by your school district or charter, subject to the following conditions:

1) If you request an independent educational evaluation of your child at public expense, your school district or charter must, without unnecessary delay, either: (a) File a for due process hearing ~~complaint~~ to request a hearing to show that its evaluation of your child is appropriate; or (b) Provide an independent educational evaluation at public expense, unless the school district or charter demonstrates in a hearing that the evaluation of your child that you obtained did not meet the school district's or charter's criteria.
2) If your school district or charter requests a hearing and the final decision is that your school's or charter's ~~district's~~ evaluation of your child is appropriate, you still have the right to an independent educational evaluation, but not at public expense.
3) If you request an independent educational evaluation of your child, the school district or charter may ask why you object to the evaluation of your child obtained by your school ~~district~~. However, your school district or charter may not require an explanation and may not unreasonably delay either providing the independent educational evaluation of your child at public expense or filing a due process complaint to request a due process hearing to defend the school's or charter's ~~district's~~ evaluation of your child.

You are entitled to only one independent educational evaluation of your child at public expense each time your school district or charter conducts an evaluation of your child with which you disagree.

Parent-initiated evaluations
If you obtain an independent educational evaluation of your child at public expense or you share with the school district or charter an evaluation of your child that you obtained at private expense:

1) Your school district or charter must consider the results of the evaluation of your child, if it meets the school district's or charter's criteria for independent educational evaluations, in any decision made with respect to the provision of a free appropriate public education (FAPE) to your child; **and**
2) You or your school district or charter may present the evaluation as evidence at a due process hearing regarding your child.

Requests for evaluations by hearing officers
If a hearing officer requests an independent educational evaluation of your child as part of a due process hearing, the cost of the evaluation must be at public expense.

School district or charter criteria
If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the school district or charter uses when it initiates an evaluation (to the extent those criteria are consistent with your right to an independent educational evaluation).

Except for the criteria described above, a school district or charter may not impose conditions or timelines related to obtaining an independent educational evaluation at public expense.

Confidentiality of Information

34 CFR §300.611

As used under the heading Confidentiality of Information:

Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

Education records means the type of records covered under the definition of "education records" in 34 CFR Part 99 ~~(~~[the regulations implementing the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA)]~~)~~.

Participating agency means any school district, charter, agency, or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of IDEA.

Personally Identifiable

34 CFR §300.32

Personally identifiable means information that includes:

1) Your child's name, your name as the parent, or the name of another family member;
2) Your child's address;
3) A personal identifier, such as your child's social security number or student number; **or**
4) A list of personal characteristics or other information that would make it possible to identify your child with reasonable certainty.

Notice to Parents

34 CFR §300.612

The State Educational Agency must give notice that is adequate to fully inform parents about confidentiality of personally identifiable information, including:

1) A description of the extent to which the notice is given in the native languages of the various population groups in the State;
2) A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the State intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
3) A summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; **and**
4) A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations in 34 CFR Part 99.

Before any major activity to identify, locate, or evaluate children in need of special education and related services (also known as "child find"), the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the State of these activities.

Access Rights

34 CFR §300.613

The participating agency must permit you, upon your request, to inspect and review any education records relating to your child that are collected, maintained, or used by your school district or charter under Part B of IDEA. The participating agency must comply with your request without unnecessary delay, and in no case more than 45 calendar days, to inspect and

review any education records on your child ~~without unnecessary delay and~~ before any meeting regarding an individualized education program (IEP), or any impartial due process hearing (including a resolution meeting or a hearing regarding discipline.)~~, and in no case more than 45 calendar days after you have made a request.~~

Your right to inspect and review education records includes:

1) Your right to a response from the participating agency to your reasonable requests for explanations and interpretations of the records;
2) Your right to request that the participating agency provide copies of the records if you cannot effectively inspect and review the records unless you receive those copies; **and**
3) Your right to have your representative inspect and review the records.

The participating agency may presume that you have authority to inspect and review records relating to your child unless advised that you do not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

Record of Access

34 CFR §300.614

Each participating agency must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of IDEA (except access by parents and authorized employees of the participating agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

Records on More Than One Child

34 CFR §300.615

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

List of Types and Locations of Information

34 CFR §300.616

On request, each participating agency must provide you with a list of the types and locations of education records collected, maintained, or used by the agency.

Fees

34 CFR §300.617

Each participating agency may charge a fee for copies of records that are made for you under Part B of IDEA, if the fee does not effectively prevent you from exercising your right to inspect and review those records.

A participating agency may not charge a fee to search for or to retrieve information under Part B of IDEA.

Amendment of Records at Parent's Request

34 CFR §300.618

If you believe that information in the education records regarding your child collected, maintained, or used under Part B of IDEA is inaccurate, misleading, or violates the privacy or other rights of your child, you may request the participating agency that maintains the information to change the information.

The participating agency must decide whether to change the information in accordance with your request within a reasonable period of time of receipt of your request.

If the participating agency refuses to change the information in accordance with your request, it must inform you of the refusal and advise you of your right to a hearing as described under the heading ***Opportunity for a Hearing***.

Opportunity for a Hearing

34 CFR §300.619

The participating agency must, on request, provide you an opportunity for a hearing to challenge information in education records regarding your child to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child.

Hearing Procedures

34 CFR §300.621

A hearing to challenge information in education records must be conducted according to the procedures for such hearings under the Family Educational Rights and Privacy Act (FERPA).

Result of Hearing

34 CFR §300.620

If, as a result of the hearing, the participating agency decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of your child, it must change the information accordingly and inform you in writing.

If, as a result of the hearing, the participating agency decides that the information is not

inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child, it must inform you of your right to place in the records that it maintains on your child a statement commenting on the information or providing any reasons you disagree with the decision of the participating agency.

Such an explanation placed in the records of your child must:

1) Be maintained by the participating agency as part of the records of your child as long as the record or contested portion is maintained by the participating agency; **and**
2) If the participating agency discloses the records of your child or the challenged information to any party, the explanation must also be disclosed to that party.

Consent For Disclosure of Personally Identifiable Information

34 CFR §300.622

Unless the information is contained in education records, and the disclosure is authorized without parental consent under the Family Educational Rights and Privacy Act (FERPA), your consent must be obtained before personally identifiable information is disclosed to parties other than officials of participating agencies. Except under the circumstances specified below, your consent is not required before personally identifiable information is released to officials of participating agencies for purposes of meeting a requirement of Part B of IDEA.

Your consent, or consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.

If your child is in, or is going to go to, a private school that is not located in the same school district you reside in, your consent must be obtained before any personally identifiable information about your child is released between officials in the school district where the private school is located and officials in the school district where you reside.

Safeguards

34 CFR §300.623

Each participating agency must protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.

One official at each participating agency must assume responsibility for ensuring the confidentiality of any personally identifiable information.

All persons collecting or using personally identifiable information must receive training or instruction regarding your State's policies and procedures regarding confidentiality under Part B of IDEA and the Family Educational Rights and Privacy Act (FERPA).

Each participating agency must maintain, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.

Destruction of Information

34 CFR §300.624

Your school district or charter must inform you when personally identifiable information collected, maintained, or used under Part B of IDEA is no longer needed to provide educational services to your child.

The information must be destroyed at your request. However, a permanent record of your child's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

STATE COMPLAINT PROCEDURES

Differences Between the Procedures for Due Process Complaints and Hearings and for State Complaints

The regulations for Part B of IDEA set forth separate procedures for State complaints and for due process complaints and hearings. As explained below, any individual or organization may file a State complaint alleging a violation of any Part B requirement by a school district or charter, the State Educational Agency, or any other public agency. Only you or a school district or charter may file a due process complaint on any matter relating to a proposal or a refusal to initiate or change the identification, evaluation, or educational placement of a child with a disability, or the provision of a free appropriate public education (FAPE) to the child. While staff of the State Educational Agency generally must resolve a State complaint within a 60-calendar-day timeline, unless the timeline is properly extended, an impartial hearing officer must hear a due process complaint (if not resolved through a resolution meeting or through mediation) and issue a written decision within 45-calendar-days after the end of the resolution period, as described in this document under the heading Resolution Process, unless the hearing officer grants a specific extension of the timeline at your request or the school district's or charter's request. The State complaint and due process complaint, resolution and hearing procedures are described more fully below. The State Educational Agency must develop model forms to help you file a due process complaint and help you or other parties to file a State complaint as described under the heading ***Model Forms***.

Adoption of State Complaint Procedures

34 CFR §300.151

General

Each State Educational Agency must have written procedures for:

1) Resolving any complaint, including a complaint filed by an organization or individual from another State;

2) The filing of a complaint with the State Educational Agency; and
3) Widely disseminating the State complaint procedures to parents and other interested individuals, including parent training and information centers, protection and advocacy agencies, independent living centers, and other appropriate entities.

Remedies for denial of appropriate services
In resolving a State complaint in which the State Educational Agency has found a failure to provide appropriate services, the State Educational Agency must address:

1) The failure to provide appropriate services, including corrective action appropriate to address the needs of the child (such as compensatory services or monetary reimbursement); **and**
2) Appropriate future provision of services for all children with disabilities.

Minimum State Complaint Procedures

34 CFR §300.152

Time limit; minimum procedures
Each State Educational Agency must include in its State complaint procedures a time limit of 60 calendar days after a complaint is filed to:

1) Carry out an independent ~~on-site~~ investigation, if the State Educational Agency determines that an investigation is necessary;
2) Give the complainant the opportunity to submit additional information, either orally or in writing, about the allegations in the complaint;
3) Provide the school district, charter, or other public agency with the opportunity to respond to the complaint, including, at a minimum:
   a) at the option of the agency, a proposal to resolve the complaint; **and**
   b) an opportunity for a parent who has filed a complaint and the agency to agree voluntarily to engage in mediation;
4) Review all relevant information and make an independent determination as to whether the school district or charter or other public agency is violating a requirement of Part B of IDEA; **and**
5) Issue a written decision to the complainant that addresses each allegation in the complaint and contains:
   a) findings of fact and conclusions; **and**
   b) the reasons for the State Educational Agency's final decision.

Time extension; final decision; implementation
The State Educational Agency's procedures described above also must:

1) Permit an extension of the 60 calendar-day time limit only if: (a) exceptional circumstances exist with respect to a particular State complaint; **or** (b) you and the school district or charter or other public agency involved voluntarily agree to extend the time to resolve the matter through mediation or alternative means of dispute resolution, if available in the State.
2) Include procedures for effective implementation of the State Educational Agency's final decision, if needed, including: (a) technical assistance activities; (b) negotiations; **and** (c) corrective actions to achieve compliance.

A complaint investigation report is final as of the date set forth in the report and is not subject to an appeal. A parent, district, or charter may file for a due process hearing regarding any concerns related to the identification, evaluation, educational placement, or provision of free appropriate public education (FAPE). Any CAP requirements and timelines set forth in the complaint investigation report will continue to run even if a due process hearing is filed on the same issue(s).

State complaints and due process hearings
If a written State complaint is received that is also the subject of a due process hearing as described under the heading ***Filing a Due Process Complaint***, or the State complaint contains multiple issues of which one or more are part of such a hearing, the State must set aside any part of the State complaint that is being addressed in the due process hearing until the hearing is over. Any issue in the State complaint that is not a part of the due process hearing must be resolved using the time limit and procedures described above.

If an issue raised in a State complaint has previously been decided in a due process hearing involving the same parties (for example, you and the school district or charter), then the due process hearing decision is binding on that issue and the State Educational Agency must inform the complainant that the decision is binding.

A complaint alleging a school district's, charter's, or other public agency's failure to implement a due process hearing decision must be resolved by the State Educational Agency.

~~**Complaint Investigation Final Report**~~

~~A complaint investigation report is final as of the date set forth in the report and is not subject to an appeal. If any party disagrees with the findings on the issue(s) presented in the report or disagrees with the corrective action plan (CAP) in the report, an administrative due process hearing complaint may be filed provided the party has the right to file for a hearing on the issue(s) with which the party disagrees. Any CAP requirements and timelines will continue to run even if a due process hearing is filed on the same issue(s).~~

Filing a State Complaint

34 CFR §300.153

An organization or individual may file a signed written State complaint under the procedures described above.

The State complaint must include:

1) A statement that a school district, charter, or other public agency has violated a

requirement of Part B of IDEA or its implementing regulations in 34 CFR Part 300;

2) The facts on which the statement is based; and
3) The signature and contact information for the party filing the complaint.~~; and~~

If alleging violations regarding a specific child, the State complaint must also include:

1) The child's name ~~of the child~~ and residential address ~~of the residence of the child~~;
2) The name of the school or charter the child is attending;
3) In the case of a homeless child or youth, available contact information for the child, and the name of the school or charter the child is attending;
4) A description of the nature of the problem ~~of~~ related to the child, including facts relating to the problem; **and**
5) A proposed resolution of the problem to the extent known and available to the party filing the complaint at the time the complaint is filed.

The complaint must allege a violation that occurred not more than one (1) year prior to the date that the complaint is received as described under the heading ***Adoption of State Complaint Procedures.***

The party filing the State complaint must forward a copy of the complaint to the school district, charter, or other public agency serving the child at the same time the party files the complaint with the State Educational Agency.

DUE PROCESS COMPLAINT PROCEDURES

Filing a Due Process Complaint

34 CFR §300.507

General

You, or the school district or charter, may file a due process complaint on any matter relating to a proposal or a refusal to initiate or change the identification, evaluation or educational placement of your child, or the provision of a free appropriate public education (FAPE) to your child.

The due process complaint must allege a violation that happened not more than two years before you, or the school district~~,~~ or charter, knew or should have known about the alleged action that forms the basis of the due process complaint.

The above timeline does not apply to you if you could not file a due process complaint within the timeline because:

1) The school district or charter specifically misrepresented that it had resolved the issues identified in the complaint; **or**
2) The school district or charter withheld information from you that it was required to provide you under Part B of IDEA.

Information for parents
The school district or charter must inform you of any free or low-cost legal and other relevant services available in the area if you request the information, **or** if you or the school district or charter file a due process complaint.

Due Process Complaint

34 CFR §300.508

General
In order to request a hearing, you or the school district or charter (or your attorney or the school district's or charter's attorney) must submit a due process complaint to the other party. That complaint must contain all of the content listed below and must be kept confidential.

Whoever files the complaint must also provide the State Educational Agency with a copy of the complaint.

Content of the complaint
The due process complaint must include:

1) The name of the child;
2) The address of the child's residence;
3) The name of the child's school or charter;
4) If the child is a homeless child or youth, the child's contact information and the name of the child's school or charter;
5) A description of the nature of the problem ~~of~~ related to the child relating to the proposed or refused action, including facts relating to the problem; **and**
6) A proposed resolution of the problem to the extent known and available to the complaining party (you or the school district or charter) at the time.

Notice required before a hearing on a due process complaint
You, or the school district or charter, may not have a due process hearing until you or the school district or charter (or your attorney or the school district's or charter's attorney) files a due process complaint that includes the information listed above.

Sufficiency of complaint
In order for a due process complaint to go forward, it must be considered sufficient. The due process complaint will be considered sufficient (to have met the content requirements above) unless the party receiving the due process complaint (you or the school district or charter) notifies the hearing officer and the other party in writing, within 15 calendar days of receiving the complaint, that the receiving party believes that the due process complaint does not meet the requirements listed above.

Within five calendar days of receiving the notification that the receiving party (you or the school district or charter) considers a due process complaint insufficient, the hearing officer must decide

if the due process complaint meets the requirements listed above and notify you and the school district or charter in writing immediately.

Complaint amendment
You or the school district or charter may amend or make changes to the complaint only if:

1) The other party approves of the changes in writing and is given the chance to resolve the due process complaint through a resolution meeting, described under the heading ***Resolution Process***; **or**
2) By no later than five days before the due process hearing begins, the hearing officer grants permission for the changes.

If the complaining party (you or the school district or charter) ~~makes changes to~~ amends the due process complaint, the timelines for the resolution meeting (within 15 calendar days of receiving the complaint) and the time period for resolution (within 30 calendar days of receiving the complaint) start again on the date the amended complaint is filed.

~~Local educational agency (LEA)~~ School district or charter response to a due process complaint
If the school district or charter has not sent a prior written notice to you, as described under the heading ***Prior Written Notice***, regarding the subject matter contained in your due process complaint, the school district or charter must, within 10 calendar days of receiving the due process complaint, send to you a response that includes:

1) An explanation of why the school district or charter proposed or refused to take the action raised in the due process complaint;
2) A description of other options that your child's individualized education program (IEP) ~~T~~team considered and the reasons why those options were rejected;
3) A description of each evaluation procedure, assessment, record, or report the school district or charter used as the basis for the proposed or refused action; **and**
4) A description of the other factors that are relevant to the school district's or charter's proposed or refused action.

Providing the information in items 1-4 above does not prevent the school district or charter from asserting that your due process complaint was insufficient.

Other party response to a due process complaint
Except as stated under the sub-heading immediately above, ***~~Local educational agency (LEA)~~ School district or charter response to a due process complaint***, the party receiving a due process complaint must, within 10 calendar days of receiving the complaint, send the other party a response that specifically addresses the issues in the complaint.

Model Forms

34 CFR §300.509

The State Educational Agency must develop model forms to help you to file a due process complaint and to help you and other parties to file a State complaint. However, your State or the school district or charter may not require the use of these model forms. In fact, you can use the model form or another appropriate form, so long as it contains the required information for filing a due process complaint or a State complaint.

Mediation

34 CFR §300.506

General
The school district or charter must develop procedures that make mediation available to allow you and the school district or charter to resolve disagreements involving any matter under Part B of IDEA, including matters arising prior to the filing of a due process complaint. Thus, mediation is available to resolve disputes under Part B of IDEA, whether or not you have filed a due process complaint to request a due process hearing as described under the heading ***Filing a Due Process Complaint***.

Requirements
The procedures must ensure that the mediation process:

1) Is voluntary on your part and the school district's or charter's part;
2) Is not used to deny or delay your right to a due process hearing, or to deny any other rights provided under Part B of IDEA; **and**
3) Is conducted by a qualified and impartial mediator who is trained in effective mediation techniques.

The school district or charter may develop procedures that offer parents and schools or charters that choose not to use the mediation process~~,~~ an opportunity to meet, at a time and location convenient to you, with an impartial and disinterested party:

1) Who is under contract with an appropriate alternative dispute resolution entity, or a parent training and information center or community parent resource center in the State; **and**
2) Who would explain to you the benefits of, and encourage the use of, the mediation process ~~to you~~.

The State must keep a list of people who are qualified mediators and know the laws and regulations relating to the provision of special education and related services. The State Educational Agency must select mediators on a random, rotational, or other impartial basis.

The State is responsible for the costs of the mediation process, including the costs of meetings.

Each meeting in the mediation process must be scheduled in a timely manner and held at a place that is convenient for you and the school district or charter.

If you and the school district or charter resolve a dispute through the mediation process, both parties must enter into a legally binding agreement that sets forth the resolution and:

1) States that all discussions that happened during the mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding (court case); **and**
2) Is signed by both you and a representative of the school district or charter who has the authority to bind the school district or charter.

A written, signed mediation agreement is enforceable in any State court of competent jurisdiction (a court that has the authority under State law to hear this type of case) or in a district court of the United States.

Discussions that happened during the mediation process must be confidential. They cannot be used as evidence in any future due process hearing or civil proceeding of any Federal court or State court of a State receiving assistance under Part B of IDEA.

Impartiality of mediator
The mediator:

1) May not be an employee of the State Educational Agency or the school district or charter that is involved in the education or care of your child; **and**
2) Must not have a personal or professional interest which conflicts with the mediator's objectivity.

A person who otherwise qualifies as a mediator is not an employee of a school district, charter, or State agency solely because he or she is paid by the agency or school district or charter to serve as a mediator.

Resolution Process

34 CFR §300.510

Resolution meeting
Within 15 calendar days of receiving notice of your due process complaint, and before the due process hearing begins, the school district or charter must convene a meeting with you and the relevant member or members of the individualized education program (IEP) ~~Team~~ team who have specific knowledge of the facts identified in your due process complaint. The meeting:

1) Must include a representative of the school district or charter who has decision-making authority on behalf of the school district or charter; **and**
2) May not include an attorney of the school district or charter unless you are also accompanied by an attorney.

You and the school district or charter determine the relevant members of the IEP Team to attend the meeting.

The purpose of the meeting is for you to discuss your due process complaint, and the facts that form the basis of the complaint, so that the school district or charter has the opportunity to

resolve the dispute.

The resolution meeting is not necessary if:

1) You and the school district or charter agree in writing to waive the meeting; or
2) You and the school district or charter agree to use the mediation process, as described under the heading *Mediation*.

Resolution period

If the school district or charter has not resolved the due process complaint to your satisfaction within 30 calendar days of the receipt of the due process complaint (during the time period for the resolution process), the due process hearing may occur.

The 45-calendar-day timeline for issuing a final due process hearing decision, as described under the heading~~,~~ ***Hearing Decisions***~~,~~ begins at the expiration of the 30-calendar-day resolution period, with certain exceptions for adjustments made to the 30-calendar-day resolution period, as described below.

Except where you and the school district or charter have both agreed to waive the resolution process or to use mediation, your failure to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting is held.

If after making reasonable efforts and documenting such efforts, the school district or charter is not able to obtain your participation in the resolution meeting, the school district or charter may, at the end of the 30-calendar-day resolution period, request that a hearing officer dismiss your due process complaint. Documentation of such efforts must include a record of the school district's or charter's attempts to arrange a mutually agreed upon time and place, such as:

1) Detailed records of telephone calls made or attempted and the results of those calls;
2) Copies of correspondence sent to you and any responses received; and
3) Detailed records of visits made to your home or place of employment and the results of those visits.

If the school district or charter fails to hold the resolution meeting within 15 calendar days of receiving notice of your due process complaint **or** fails to participate in the resolution meeting, you may ask a hearing officer to begin the 45-calendar-day due process hearing timeline.

Adjustments to the 30-calendar-day resolution period

If you and the school district or charter agree in writing to waive the resolution meeting, then the 45-calendar-day timeline for the due process hearing starts the next day.

After the start of mediation or the resolution meeting and before the end of the 30-calendar- day resolution period, if you and the school district or charter agree in writing that no agreement is possible, then the 45-calendar-day timeline for the due process hearing starts the next day.

If you and the school district or charter agree to use the mediation process but have not yet reached agreement, at the end of the 30-calendar-day resolution period the mediation process may be continued until an agreement is reached if both parties agree to the continuation in writing.

However, if either you or the school district or charter withdraws from the mediation process during this continuation period, then the 45-calendar-day timeline for the due process hearing starts the next day.

Written settlement agreement
If a resolution to the dispute is reached at the resolution meeting, you and the school district or charter must enter into a legally binding agreement that is:

1) Signed by you and a representative of the school district or charter who has the authority to bind the school district or charter; **and**
2) Enforceable in any State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States or by the State Educational Agency, if your State has another mechanism or procedures that permit parties to seek enforcement of resolution agreements.

Agreement review period
If you and the school district or charter enter into an agreement as a result of a resolution meeting, either party (you or the school district or charter) may void the agreement within 3 business days of the time that both you and the school district or charter signed the agreement.

HEARINGS ON DUE PROCESS COMPLAINTS

Impartial Due Process Hearing

34 CFR §300.511

General
Whenever a due process complaint is filed, you or the school district or charter involved in the dispute must have an opportunity for an impartial due process hearing, as described in the ***Due Process Complaint*** and ***Resolution Process*** sections.

Impartial hearing officer
At a minimum, a hearing officer:

1) Must not be an employee of the State Educational Agency or the school district or charter that is involved in the education or care of the child. However, a person is not an employee of the agency solely because he or she is paid by the agency to serve as a hearing officer;
2) Must not have a personal or professional interest that conflicts with the hearing officer's objectivity in the hearing;
3) Must be knowledgeable and understand the provisions of IDEA, Federal and State regulations pertaining to IDEA, and legal interpretations of IDEA by Federal and State courts; **and**
4) Must have the knowledge and ability to conduct hearings, and to make and write

decisions, consistent with appropriate, standard legal practice.

~~Each school district~~ The State Educational Agency shall ~~must~~ keep a list of those persons who serve as hearing officers that includes a statement of the qualifications of each hearing officer.

Subject matter of due process hearing
The party (you or the school district or charter) that requests the due process hearing may not raise issues at the due process hearing that were not addressed in the due process complaint, unless the other party agrees.

Timeline for requesting a hearing
You or the school district or charter must request an impartial hearing on a due process complaint within two years of the date you or the school district or charter knew or should have known about the issue addressed in the complaint.

Exceptions to the timeline
The above timeline does not apply to you if you could not file a due process complaint because:

1) The school district or charter specifically misrepresented that it had resolved the problem or issue that you are raising in your complaint; **or**
2) The school district or charter withheld information from you that it was required to provide to you under Part B of IDEA.

Hearing Rights

34 CFR §300.512

General
You have the right to represent yourself at a due process hearing (including a hearing relating to disciplinary procedures) or an appeal with a hearing to receive additional evidence, as described under the subheading~~,~~ ***Appeal of decisions; impartial review***. In addition, any party to a hearing has the right to:

1) Be accompanied and advised by an attorney and/or persons with special knowledge or training regarding the problems of children with disabilities;
2) Be represented at the hearing by an attorney who is eligible to practice law in Idaho;
3) Present evidence and confront, cross-examine, and require the attendance of witnesses;
4) Prohibit the introduction of any evidence at the hearing that has not been disclosed to the other party at least five business days before the hearing;
5) Obtain a written, or, at your option, electronic, word-for-word record of the hearing; **and**
6) Obtain written, or, at your option, electronic findings of fact and decisions.

Additional disclosure of information
At least five business days prior to a due process hearing, you and the school district or charter

must disclose to each other all evaluations completed by that date and recommendations based on those evaluations that you or the school district or charter intend to use at the hearing.

A hearing officer may prevent any party that fails to comply with this requirement from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party.

Parental rights at hearings
You must be given the right to:

1) Have your child present at the hearing;
2) Open the hearing to the public; **and**
3) Have the record of the hearing, the findings of fact and decisions provided to you at no cost.

Hearing Decisions

34 CFR §300.513

Decision of the hearing officer
A hearing officer's decision on whether your child received a free appropriate public education (FAPE) must be based on evidence and arguments that directly relate to FAPE.

In matters alleging a procedural violation (such as "an incomplete IEP Team"), a hearing officer may find that your child did not receive FAPE only if the procedural violations:

1) Interfered with your child's right to a free appropriate public education (FAPE);
2) Significantly interfered with your opportunity to participate in the decision-making process regarding the provision of a free appropriate public education (FAPE) to your child; **or**
3) Caused your child to be deprived of an educational benefit.

None of the provisions described above can be interpreted to prevent a hearing officer from ordering a school district or charter to comply with the requirements in the procedural safeguards section of the Federal regulations under Part B of IDEA (34 CFR §§300.500 through 300.536).

Separate request for a due process hearing
Nothing in the procedural safeguards section of the Federal regulations under Part B of IDEA (34 CFR §§300.500 through 300.536) can be interpreted to prevent you from filing a separate due process complaint on an issue separate from a due process complaint already filed.

Findings and decision provided to the advisory panel and general public
The State Educational Agency or the school district or charter (whichever was responsible for your hearing), after deleting any personally identifiable information, must:

1) Provide the findings and decisions in the due process hearing or appeal to the State

special education advisory panel; **and**

2) Make those findings and decisions available to the public.

APPEALS

Finality of Decision; Appeal; Impartial Review

34 CFR §300.514

Finality of hearing decision
A decision made in a due process hearing (including a hearing relating to disciplinary procedures) is final, except that any party involved in the hearing (you or the school district or charter) may appeal the decision by bringing a civil action, as described under the heading ***Civil Actions, Including the Time Period in Which to File Those Actions***.

Timelines and Convenience of Hearings and Reviews

34 CFR §300.515

The State Educational Agency must ensure that not later than 45 calendar days after the expiration of the 30-calendar-day period for resolution meetings **or**, as described under the sub-heading ***Adjustments to the 30-calendar-day resolution period,*** not later than 45 calendar days after the expiration of the adjusted time period:

1) A final decision is reached in the hearing; **and**
2) A copy of the decision is mailed to each of the parties.

A hearing officer may grant specific extensions of time beyond the 45-calendar-day time period described above at the request of either party (you or the school district or charter).

Each hearing must be conducted at a time and place that is reasonably convenient to you and your child.

The hearing officer's decision shall be implemented not later than fourteen (14) calendar days from the date of issuance unless a civil action is filed, as discussed below.

Civil Actions, Including the Time Period in Which to File Those Actions

34 CFR §300.516

General
Any party (you or the school district or charter) who does not agree with the findings and decision in the due process hearing (including a hearing relating to disciplinary procedures) has the right to bring a civil action with respect to the matter that was the subject of the due process

hearing. The action may be brought in a State court of competent jurisdiction (a State court that has authority to hear this type of case) or in a district court of the United States without regard to the amount in dispute.

Time limitation
The party (you or the school district or charter) bringing the civil action shall have twenty-eight (28) calendar days from the date of issuance of the hearing officer's decision to file for a state court review, or forty-two (42) calendar days to file in federal district court, from the date of issuance of the hearing officer's decision. ~~the decision of the hearing officer to file a civil action.~~

~~IDAPA 08.02.03.109.05g~~

Additional procedures
Computation of time: In computing any period of time set by the IDEA, the day of the event from which the period of time begins to run shall not be included. The last day of the period shall be included, unless it is a Saturday, Sunday, or legal holiday. The number of days identified shall be calendar days, unless otherwise specified.

In any civil action, the court:

1) Receives the records of the administrative proceedings;
2) Hears additional evidence at your request or at the school district's or charter's request; **and**
3) Bases its decision on the preponderance of the evidence and grants the relief that the court determines to be appropriate.

Under appropriate circumstances, judicial relief may include reimbursement of private school tuition and compensatory education services.

Jurisdiction of district courts
The district courts of the United States have authority to rule on actions brought under Part B of IDEA without regard to the amount in dispute.

Rule of construction
Nothing in Part B of IDEA restricts or limits the rights, procedures, and remedies available under the U.S. Constitution, the Americans with Disabilities Act of 1990, Title V of the Rehabilitation Act of 1973 (Section 504), or other Federal laws protecting the rights of children with disabilities, except that before the filing of a civil action under these laws seeking relief that is also available under Part B of IDEA, the due process procedures described above must be exhausted to the same extent as would be required if the party filed the action under Part B of IDEA. This means that you may have remedies available under other laws that overlap with those available under IDEA, but in general, to obtain relief under those other laws, you must first use the available administrative remedies under IDEA (i.e., the due process complaint; resolution process, including the resolution meeting; and impartial due process hearing procedures) before going directly into court, unless an exception applies.

The Child's Placement While the Due Process Complaint and Hearing are Pending

34 CFR §300.518

Except as provided below under the heading ***PROCEDURES WHEN DISCIPLINING CHILDREN WITH DISABILITIES,*** once a due process complaint is sent to the other party, during the resolution process time period, and while waiting for the decision of any impartial due process hearing or court proceeding, unless you and the State or school district or charter agree otherwise, your child must remain in his or her current educational placement.

If the due process complaint involves an application for initial admission to public school including a charter school, your child, with your consent, must be placed in the ~~regular~~ public school ~~program~~ until the completion of all such proceedings.

If the due process complaint involves an application for initial services under Part B of IDEA for a child who is transitioning from being served under Part C of IDEA to Part B of IDEA and who is no longer eligible for Part C services because the child has turned three, the school district or charter is not required to provide the Part C services that the child has been receiving. If the child is found eligible under Part B of IDEA and you consent for your child to receive special education and related services for the first time, then, pending the outcome of the proceedings, the school district or charter must provide those special education and related services that are not in dispute (those which you and the school district or charter both agree upon).

If a hearing officer in a due process hearing conducted by the State Educational Agency agrees with you that a change of placement is appropriate, that placement must be treated as your child's current educational placement where your child will remain while waiting for the decision of any impartial due process hearing or court proceeding.

Attorneys' Fees

34 CFR §300.517

General

In any civil action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to you, if you prevail (win).

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to a prevailing State Educational Agency or school district or charter, to be paid by your attorney, if the attorney: (a) filed a complaint or court case that the court finds is frivolous, unreasonable, or without foundation; **or** (b) continued to litigate after the litigation clearly became frivolous, unreasonable, or without foundation; **or**

In any action or proceeding brought under Part B of IDEA, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to a prevailing State Educational Agency or school district or charter, to be paid by you or your attorney, if your request for a due process hearing or later court case was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to unnecessarily increase the cost of the action or proceeding (hearing).

Award of fees

A court awards reasonable attorneys' fees as follows:

1) Fees must be based on rates prevailing in the community in which the action or proceeding arose for the kind and quality of services furnished. No bonus or multiplier may be used in calculating the fees awarded.
2) Attorneys' fees may not be awarded and related costs may not be reimbursed in any action or proceeding under Part B of IDEA for services performed after a written offer of settlement is made to you if:
    a) The offer is made within the time prescribed by Rule 68 of the Federal Rules of Civil Procedure or, in the case of a due process hearing or State-level review, at any time more than 10 calendar days before the proceeding begins;
    b) The offer is not accepted within 10 calendar days; **and**
    c) The court or administrative hearing officer finds that the relief finally obtained by you is not more favorable to you than the offer of settlement.

Despite these restrictions, an award of attorneys' fees and related costs may be made to you if you prevail and you were substantially justified in rejecting the settlement offer.

Fees may not be awarded relating to any meeting of the individualized education program (IEP) ~~Team~~ team unless the meeting is held as a result of an administrative proceeding or court action.

Fees also may not be awarded for a mediation as described under the heading ***Mediation***.

A resolution meeting, as described under the heading ***Resolution Process***, is not considered a meeting convened as a result of an administrative hearing or court action, and also is not considered an administrative hearing or court action for purposes of these attorneys' fees provisions.

The court reduces, as appropriate, the amount of the attorneys' fees awarded under Part B of IDEA, if the court finds that:

1) You, or your attorney, during the course of the action or proceeding, unreasonably delayed the final resolution of the dispute;
2) The amount of the attorneys' fees otherwise authorized to be awarded unreasonably exceeds the hourly rate prevailing in the community for similar services by attorneys of reasonably similar skill, reputation, and experience;
3) The time spent and legal services furnished were excessive considering the nature of the action or proceeding; **or**
4) The attorney representing you did not provide to the school district or charter the appropriate information in the due process request notice as described under the heading ***Due Process Complaint***.

However, the court may not reduce fees if the court finds that the State or school district or charter unreasonably delayed the final resolution of the action or proceeding or there was a violation under the procedural safeguards provisions of Part B of IDEA.

PROCEDURES WHEN DISCIPLINING CHILDREN WITH DISABILITIES

Authority of School Personnel

34 CFR §300.530

Case-by-case determination
School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change of placement, made in accordance with the following requirements related to discipline, is appropriate for a child with a disability who violates a school code of student conduct.

General
To the extent that they also take such action for children without disabilities, school personnel may, for not more than **10 school days** in a row, remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension. School personnel may also impose additional removals of the child of not more than **10 school days** in a row in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement (see the heading ***Change of Placement Because of Disciplinary Removals*** for the definition).

Once a child with a disability has been removed from his or her current placement for a total of **10 school days** in the same school year, the school district or charter must, during any subsequent days of removal in that school year, provide services to the extent required below under the sub- heading ***Services***.

Additional authority
If the behavior that violated the student code of conduct was not a manifestation of the child's disability (see the subheading ***Manifestation determination***) and the disciplinary change of placement would exceed **10 school days** in a row, school personnel may apply the disciplinary procedures to that child with a disability in the same manner and for the same duration as it would to children without disabilities, except that the school must provide services to that child as described below under ***Services***. The child's IEP Team determines the interim alternative educational setting for such services.

Services
The school district ~~does not~~ or charter is not required to provide services to a child with a disability or a child without a disability who has been removed from his or her current placement for **10 school days or less** in that school year.

A child with a disability who is removed from the child's current placement for **more than 10 school days** and the behavior is not a manifestation of the child's disability (see subheading, ***Manifestation determination***) or who is removed under special circumstances (see the subheading, ***Special circumstances***) must:

1) Continue to receive educational services (have available a free appropriate public education), so as to enable the child to continue to participate in the general education curriculum, although in another setting (that may be an interim alternative educational setting), and to progress toward meeting the goals set out in the child's IEP; **and**

2) Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not happen again.

After a child with a disability has been removed from his or her current placement for **10 school days** in that same school year, and **if** the current removal is for **10 school days** in a row or less **and** if the removal is not a change of placement (see definition below), **then** school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

If the removal is a change of placement (see the heading, ***Change of Placement Because of Disciplinary Removals***), the child's IEP Team determines the appropriate services to enable the child to continue to participate in the general education curriculum, although in another setting (that may be an interim alternative educational setting), and to progress toward meeting the goals set out in the child's IEP.

Manifestation determination

Within **10 school days** of any decision to change the placement of a child with a disability because of a violation of a code of student conduct (except for a removal that is for **10 school days** in a row or less and not a change of placement), the school district or charter, you, and other relevant members of the IEP Team (as determined by you and the school district or charter) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by you to determine:

1) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; **or**

2) If the conduct in question was the direct result of the school district's or charter's failure to implement the child's IEP.

If the school district~~,~~ or charter, you, and other relevant members of the child's IEP Team determine that either of those conditions was met, the conduct must be determined to be a manifestation of the child's disability.

If the school district~~,~~ or charter, you, and other relevant members of the child's IEP Team determine that the conduct in question was the direct result of the school district's or charter's failure to implement the IEP, the school district or charter must take immediate action to remedy those deficiencies.

Determination that behavior was a manifestation of the child's disability

If the school district~~,~~ or charter, you, and other relevant members of the IEP Team determine that the conduct was a manifestation of the child's disability, the IEP Team must either:

1) Conduct a functional behavioral assessment, unless the school district or charter had conducted a functional behavioral assessment before the behavior that resulted in the

change of placement occurred, and implement a behavioral intervention plan for the child; **or**

2) If a behavioral intervention plan already has been developed, review the behavioral intervention plan~~,~~ and modify it, as necessary, to address the behavior.

Except as described below under the sub-heading **Special circumstances**, the school or charter must return your child to the placement from which your child was removed, unless you and the district or charter agree to a change of placement as part of the modification of the behavioral intervention plan.

Special circumstances
Whether or not the behavior was a manifestation of your child's disability, school personnel may remove a student to an interim alternative educational setting (determined by the child's IEP Team) for not more than 45 school days, if your child:

1) Carries a weapon (see the definition below) to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district or charter;
2) Knowingly has or uses illegal drugs (see the definition below), or sells or solicits the sale of a controlled substance, (see the definition below), while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district or charter; **or**
3) Has inflicted serious bodily injury (see the definition below) upon another person while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a school district or charter.

Definitions
Controlled substance means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. 812(c)).

Illegal drug means a controlled substance; but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.

Serious bodily injury has the meaning given the term ''serious bodily injury'' under paragraph

(3) of subsection (h) of section 1365 of title 18, United States Code.

Weapon has the meaning given the term ''dangerous weapon'' under paragraph (2) of the first subsection (g) of section 930 of title 18, United States Code.

Notification
On the date it makes the decision to make a removal that is a change of placement of your child because of a violation of a code of student conduct, the school district or charter must notify you of that decision and provide you with a procedural safeguards notice.

Change of Placement Because of Disciplinary Removals

34 CFR §300.536

A removal of your child with a disability from your child's current educational placement is a **change of placement** if:

1) The removal is for more than 10 school days in a row; **or**
2) Your child has been subjected to a series of removals that constitute a pattern because:
   a) The series of removals total more than 10 school days in a school year;
   b) Your child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
   c) Of such additional factors as the length of each removal, the total amount of time your child has been removed, and the proximity of the removals to one another.

Whether a pattern of removals constitutes a change of placement is determined on a case-by-case basis by the school district or charter and, if challenged, is subject to review through due process and judicial proceedings.

Determination of Setting

34 CFR §300.531

The individualized education program (IEP) Team determines the interim alternative educational setting for removals that are **changes of placement**, and removals under the subheadings ***Additional authority*** and ***Special circumstances***.

Appeal

34 CFR §300.532

General
You may file a due process complaint (see the heading ***Due Process Complaint Procedures***) to request a due process hearing if you disagree with:

1) Any decision regarding placement made under these discipline provisions; **or**
2) The manifestation determination described above.

The school district or charter may file a due process complaint (see above) to request a due process hearing if it believes that maintaining the current placement of your child is substantially likely to result in injury to your child or to others.

Authority of hearing officer
A hearing officer that meets the requirements described under the subheading ***Impartial hearing officer*** must conduct the due process hearing and make a decision. The hearing officer may:

1) Return your child with a disability to the placement from which your child was removed if the hearing officer determines that the removal was a violation of the requirements described under the heading ***Authority of School Personnel***, or that your child's behavior was a manifestation of your child's disability; **or**
2) Order a change of placement of your child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of your child is substantially likely to result in injury to your child or to others.

These hearing procedures may be repeated, if the school district or charter believes that returning your child to the original placement is substantially likely to result in injury to your child or to others.

Whenever you or a school district or charter files a due process complaint to request such a hearing, a hearing must be held that meets the requirements described under the headings ***Due Process Complaint Procedures, Hearings on Due Process Complaints***, except as follows:

1) The State Educational Agency or school district or charter must arrange for an expedited due process hearing, which must occur within **20** school days of the date the hearing is requested and must result in a determination within **10** school days after the hearing.
2) Unless you and the school district or charter agree in writing to waive the meeting, or agree to use mediation, a resolution meeting must occur within **seven** calendar days of receiving notice of the due process complaint. The hearing may proceed unless the matter has been resolved to the satisfaction of both parties within **15** calendar days of receipt of the due process complaint.
3) A State may establish different procedural rules for expedited due process hearings than it has established for other due process hearings, but except for the timelines, those rules must be consistent with the rules in this document regarding due process hearings.

You or the school district or charter may appeal the decision in an expedited due process hearing in the same way as for decisions in other due process hearings (see the heading ***Appeal***).

Placement During Appeals

34 CFR §300.533

When, as described above, you or the school district or charter file a due process complaint related to disciplinary matters, your child must (unless you and the State Educational Agency or school district or charter agree otherwise) remain in the interim alternative educational setting pending the decision of the hearing officer, or until the expiration of the time period of removal as provided for and described under the heading ***Authority of School Personnel***, whichever occurs first.

Protections for Children Not Yet Eligible for Special Education and Related Services

34 CFR §300.534

General
If your child has not been determined eligible for special education and related services and violates a code of student conduct, but the school district or charter had knowledge (as determined below) before the behavior that brought about the disciplinary action occurred, that your child was a child with a disability, then your child may assert any of the protections described in this notice.

Basis of knowledge for disciplinary matters
A school district or charter will be deemed to have knowledge that your child is a child with a disability if, before the behavior that brought about the disciplinary action occurred:

1) You expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or to your child's teacher that your child is in need of special education and related services;
2) You requested an evaluation related to eligibility for special education and related services under Part B of IDEA; **or**
3) Your child's teacher or other school district or charter personnel expressed specific concerns about a pattern of behavior demonstrated by your child directly to the school district's or charter's director of special education or to other supervisory personnel of the school district or charter.

Exception
A school district or charter would not be deemed to have such knowledge if:

1) You have not allowed an evaluation of your child or have refused special education services; **or**
2) Your child has been evaluated and determined to not be a child with a disability under Part B of IDEA.

Conditions that apply if there is no basis of knowledge
If prior to taking disciplinary measures against your child, a school district or charter does not have knowledge that your child is a child with a disability, as described above under the sub-headings ***Basis of knowledge for disciplinary matters*** and ***Exception***, your child may be subjected to the disciplinary measures that are applied to children without disabilities who engage in comparable behaviors.

However, if a request is made for an evaluation of your child during the time period in which your child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.

Until the evaluation is completed, your child remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

If your child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by the school district or charter, and information provided by you, the school district or charter must provide special education and related services in accordance with Part B of IDEA, including the disciplinary requirements described above.

Referral to and Action by Law Enforcement and Judicial Authorities

34 CFR §300.535

Part B of IDEA does not:

1) Prohibit an agency from reporting a crime committed by a child with a disability to appropriate authorities; **or**
2) Prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

Transmittal of records
If a school district or charter reports a crime committed by a child with a disability, the school district or charter:

1) Must ensure that copies of the child's special education and disciplinary records are transmitted for consideration by the authorities to whom the agency reports the crime; **and**
2) May transmit copies of the child's special education and disciplinary records only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA).

REQUIREMENTS FOR UNILATERAL PLACEMENT BY PARENTS OF CHILDREN IN PRIVATE SCHOOLS AT PUBLIC EXPENSE

General

34 CFR §300.148

Part B of IDEA does not require a school district or charter to pay for the cost of education, including special education and related services, of your child with a disability at a private school or facility if the school district or charter made a free appropriate public education (FAPE) available to your child and you choose to place the child in a private school or facility. However, the school district where the private school is located must include your child in the population whose needs are addressed under the Part B provisions regarding children who have been placed by their parents in a private school under 34 CFR §§300.131 through 300.144.

Reimbursement for private school placement
If your child previously received special education and related services under the authority of a school district or charter, and you choose to enroll your child in a private preschool, elementary school, or secondary school without the consent of or referral by the school district or charter, a court or a hearing officer may require the responsible agency to reimburse you for the cost of that enrollment if the court or hearing officer finds that the agency had not made a free appropriate public education (FAPE) available to your child in a timely manner prior to that enrollment and that the private placement is appropriate. A hearing officer or court may find your placement to be appropriate, even if the placement does not meet the State standards that apply to education provided by the State Educational Agency and school districts or charters.

Limitation on reimbursement
The cost of reimbursement described in the paragraph above may be reduced or denied:

1) If:
   a) At the most recent individualized education program (IEP) meeting that you attended prior to your removal of your child from the public school you did not inform the IEP Team that you were rejecting the placement proposed by the school district or charter to provide FAPE to your child, including stating your concerns and your intent to enroll your child in a private school at public expense; or
   b) At least 10 business days (including any holidays that occur on a business day) prior to your removal of your child from the public school or charter, you did not give written notice to the school district or charter of that information;
2) If, prior to your removal of your child from the public school, the school district or charter provided prior written notice to you of its intent to evaluate your child (including a statement of the purpose of the evaluation that was appropriate and reasonable), but you did not make the child available for the evaluation; **or**
3) Upon a court's finding that your actions were unreasonable.

However, the cost of reimbursement:

1) Must not be reduced or denied for failure to provide the notice if: (a) The school or charter prevented you from providing the notice; (b) You had not received notice of your responsibility to provide the notice described above; or (c) Compliance with the requirements above would likely result in physical harm to your child; **and**
2) May, in the discretion of the court or a hearing officer, not be reduced or denied for your failure to provide the required notice if:
   a) You are not literate or cannot write in English; or
   b) Compliance with the above requirement would likely result in serious emotional harm to your child.

SUBJECT

Proposed Rule – Docket No. 08-0203-2502, Rules Governing Thoroughness

REFERENCE

June 2024	Board approved temporary rule, Docket 08-0203-2402, updating content standard approval dates.
August 2024	Board approved temporary rule, Docket 08-0203-2403, updating Special Education Manual and approval dates.
August 2024	Board Approved Proposed rule, Docket 08-0203-2401, updating incorporated by reference, graduation requirements, and removal of special education sections.
November 2024	Board Approved Pending rule, Docket 08-0203-2401, updating incorporated by reference, graduation requirements, and removal of special education sections.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03, Rules Governing Thoroughness,
Idaho Code, Title 67, Chapter 52, Idaho Administrative Procedures Act

BACKGROUND

Administrative rules promulgated under the Board's authority include IDAPA 08, IDAPA 55, and IDAPA 47.

Executive Order 2020-01, *Zero Based Regulations*, created an ongoing review process for all existing rules as of June 30, 2020. Each rule chapter is required to be reviewed by the agency that promulgated the rule according to a schedule established by the Division of Financial Management (DFM) no later than legislative adjournment *sine die* in 2026. HB563 (2024) amended Section 67-5292, Idaho Code, to establish an ongoing five-year cycle for review of all administrative rules. The Office of the Administrative Rules Coordinator will publish a schedule for rule review prior to the expiration of Executive Order 2020-01.

DISCUSSION

Notice of Intent to Promulgate Rules regarding Docket No. 08-0203-2502,*Rules Governing Thoroughness*, was published in the June 4, 2025 (Vol 25-6) *Idaho Administrative Rules Bulletin.*

The proposed rule changes apply to the Social Studies K–12 content standards, which are incorporated by reference in subsection 004.01.g. These standards will be reviewed again following the 2025 legislative session. The Social Studies standards were reviewed during the 2023-2024 school year and submitted to the Idaho Legislature for final approval during the 2025 session. The Legislature rejected portions of the revised Social Studies standards and would like the

standards reviewed again. Based on the 2025 legislative action, the Idaho Department of Education has facilitated revisions to the Social Studies standards for consideration during the 2026 legislative session.

IMPACT

If the State Board of Education approves the proposed rule, it will be submitted to the Division of Financial Management Office of the Administrative Rules Coordinator and will be published as a proposed rule.

A 21-day public feedback period follows the publication of proposed rules. During this time, stakeholders and members of the public may provide additional feedback on the drafted text. Once approved, pending rules will be submitted for final publication and are then forwarded to the Legislature for consideration. Pending rules become effective at the end of the legislative session in which they are submitted, if they are not rejected by the Legislature.

ATTACHMENTS

Attachment 1 - Notice of Rulemaking, Proposed
Attachment 2 - Proposed Rule Docket No. 08-0203-2502- Rules Governing Thoroughness

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of proposed rule Docket Number 08-0203-2502, as presented in Attachment 2.

BOARD ACTION

I move to approve proposed rule – Docket Number 08-0203-2502 as submitted in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAPA 08 – STATE BOARD OF EDUCATION

08.02.03 – RULES GOVERNING THOROUGHNESS

DOCKET NO. 08-0203-2502

NOTICE OF RULEMAKING - PROPOSED RULE

AUTHORITY: In compliance with Section 67-5221(1), Idaho Code, notice is hereby given that this agency has initiated proposed rulemaking procedures. The action is authorized pursuant to sections 33-105, 33-116, 33-118, and 33-1612, Idaho Code.

PUBLIC HEARING SCHEDULE: Public hearing(s) concerning this rulemaking will be scheduled if requested in writing by twenty-five (25) persons, a political subdivision, or an agency, not later than October 15, 2025.

The hearing site(s) will be accessible to persons with disabilities. Requests for accommodation must be made not later than one (1) day prior to the hearing, to the agency address below.

DESCRIPTIVE SUMMARY: The following is a nontechnical explanation of the substance and purpose of the proposed rulemaking:

The proposed rule changes are to the Social Studies K-12 content standards incorporated by reference document outlined in subsection 004.01.g, will be reviewed following the 2025 legislative session. The Social Studies standards were reviewed during the 2023-2024 school year and submitted to the Idaho legislature for final approval during the 2025 session. The legislature rejected portions of the revised Social Studies standards and would like the standards reviewed again. Based on the 2025 legislative action, revisions to the Social Studies standards have been facilitated by the Idaho Department of Education for legislative consideration during the 2026 session.

FEE SUMMARY: The following is a specific description of the fee or charge imposed or increased: NA

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

NEGOTIATED RULEMAKING: Pursuant to Section 67-5220(1), Idaho Code, negotiated rulemaking was conducted. The Notice of Intent to Promulgate Rules - Negotiated Rulemaking was published in the June 4, 2025 Idaho Administrative Bulletin, Volume 25-6

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

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

DATED this 21st day of August

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

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
AUGUST 20, 2025 ATTACHMENT 2

08.02.03 – RULES GOVERNING THOROUGHNESS

(BREAK IN CONTINUITY OF SECTIONS)

004. INCORPORATION BY REFERENCE.
The following documents are incorporated into this rule: (3-15-22)

01. The Idaho Content Standards. The Idaho Content Standards as adopted by the State Board of Education. Individual subject content standards are adopted in various years in relation to the curricular materials adoption schedule. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. (3-15-22)

a. Arts and Humanities Categories: (3-15-22)

i. Dance, as revised and adopted on June 12, 2024; (7-1-25)

ii. Interdisciplinary Humanities, as revised and adopted on June 12, 2024; (7-1-25)

iii. Media Arts, as adopted on June 12, 2024. (7-1-25)

iv. Music, as revised and adopted on June 12, 2024; (7-1-25)

v. Theater, as revised and adopted on June 12, 2024; (7-1-25)

vi. Visual Arts, as revised and adopted on June 12, 2024; (7-1-25)

vii. World languages, as revised and adopted on June 12, 2024. (7-1-25)

b. Computer Science, adopted on June 12, 2024. (7-1-25)

c. Driver Education, as revised and adopted on June 12, 2024. (7-1-25)

d. Health, as revised and adopted on August 24, 2022. (4-6-23)

e. Information and Communication Technology, as revised and adopted on June 12, 2024. (7-1-25)

f. Physical Education, as revised and adopted on August 24, 2022. (4-6-23)

g. Social Studies, as revised and adopted on ~~June 12, 2024~~August 20, 2025. ~~[*note – Grade 4 Social Studies and Grade 6-12 U.S. World History 1 remain as adopted on November 28, 2016.]~~ ~~(7-1-25)~~( )

h. College and Career Readiness Competencies adopted on June 15, 2017. (3-15-22)

02. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Deaf or Hard of Hearing. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. (3-15-22)

03. The Idaho Standards for Infants, Toddlers, Children, and Youth Who Are Blind or Visually Impaired. As adopted by the State Board of Education on October 11, 2007. Copies of the document can be found

on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. (3-15-22)

04. The Idaho Special Education Manual. The Idaho Special Education Manual as adopted by the State Board of Education on November 21, 2024. Copies of the document can be found on the State Board of Education website at https://boardofed.idaho.gov/board-policies-rules/board-rules/documents-incorporated-by-reference-or-rule/. (7-1-25)

(BREAK IN CONTINUITY OF SECTIONS)

Idaho Content Standards
K-12 Social Studies

IDAHO DEPARTMENT OF EDUCATION
CONTENT AND CURRICULUM | SOCIAL STUDIES

650 W STATE STREET, 2ND FLOOR
BOISE, IDAHO 83702
208 332 6800 OFFICE / 711 TRS
WWW.SDE.IDAHO.GOV

CREATED 04/23/2024
REVISED 07/11/2025

The K-12 social studies standards were up for review in 2023 as per the Idaho code, Board of Education Governing Policies & Procedures, Section IV.C. Section 33-1612; IDAPA 08.02.03.004.01, Idaho Code. The Idaho Department of Education worked with a variety of stakeholders to accept nominations for committee members. The final committee was comprised of twenty-five members representing a cross-section of grade levels and roles. This committee included community members, parents, social studies educators from a variety of grade levels and content areas, and post-secondary content experts. The time and effort they put into this revision was invaluable. Throughout the process of the revision of the standards, the working group received both stakeholder feedback and public comments that the revision committee took into consideration. The committee appreciates those who took the time to share their thoughts on the revisions. We hope that the changes to these standards allow them to be useful for all stakeholders, including educators, families, students, and community members. We hope that they bring Idaho into a new chapter of statewide success in social studies education.

Respectfully,

The Social Studies Standards Revision Committee

Leslie Baker
Matthew Bundy
James Carter
Stacie Christensen
Brendan Earle
Sandra Eaton
Jim Francis
Andrea Fuentes
Perri Gardner
Stewart Gardner
Jason Hanson
Mari Harris
Marta Hernandez
Julie Hurdman
Amber Lewis
Tanya Lilley
Jaime Lower
Casey McLaughlin
Karen Miller
Shaina Nomee
Stacie Pollard
Terry Ryan
Jeff Sorenson
Norm Stewart
Evan Townsend
Susan Whipple

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I. INTRODUCTION

A. What the Idaho Content Standards in Social Studies Do

The standards define what all students are expected to know and be able to do, not how teachers should teach. While the standards focus on what is most essential, they do not describe all that can or should be taught. A great deal is left to the discretion of local school districts, teachers, and curriculum developers. No set of grade-level standards can reflect the great variety of abilities, needs, learning rates, and achievement levels in any given classroom. The standards define neither the support materials that some students may need nor the advanced materials that others may need access to. It is also beyond the scope of the standards to define the full range of support appropriate for English language learners and for students with disabilities. All students must have the opportunity to learn rigorous grade-level standards if they are to access the knowledge and skills that will be necessary in their post-secondary lives.

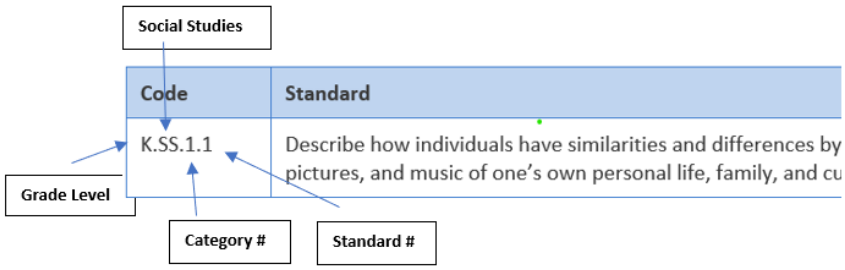
B. Standards vs. Curriculum

No specific curriculum or strategies are required by the State of Idaho to be used to teach the Idaho Content Standards in Social Studies. Local schools and districts make decisions about what resources will be used to teach the standards.

II. ORGANIZATION OF STANDARDS

Each grade band of the K-5 social studies standards is organized into 5 categories: History, Geography, Economics, Civics and Government, and Global Perspectives. The World Geography and Civilizations Grades 6-9 standards are organized into 6 categories: History, Geography, Economics, Civics and Government, Global Perspectives, and Geography or Historical Thinking Skills. United States History I and II, American Government, and Economics are organized by time period or topic.

III. K-5 SOCIAL STUDIES



A. Kindergarten

1. HISTORY

Students will build an understanding of the cultural and social development of the United States.

Code	Standard
K.SS.1.1	Describe how individuals have similarities and differences by sharing stories, pictures, and music of one's own personal life, family, and culture.
K.SS.1.2	Sequence events in the past and present and begin to recognize that things change over time.

2. GEOGRAPHY

Students will analyze the spatial organizations of people, places, and environment on the earth's surface.

Code	Standard
K.SS.2.1	Demonstrate an understanding of maps and globes by: a. identifying the similarities and differences between a map and a globe; b. identifying basic map symbols; c. identifying land and bodies of water in the local community; and

Code	Standard
	d. identifying the geographic location of the United States and Idaho on a map and globe.
K.SS.2.2	Describe the relative location of people, places, and objects by using positional words, including but not limited to near/far, over/under, above/below, left/right, behind/in front, next to, and in between.

3. ECONOMICS

Students will explain basic economic concepts.

Code	Standard
K.SS.3.1	Distinguish between wants and needs.
K.SS.3.2	Explain the benefits of saving money and give examples of how people use money to make purchases.
K.SS.3.3	Recognize and describe different types of jobs, including work done in the home, school, and community.

4. CIVICS AND GOVERNMENT

Students will build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, and that all people in the United States have rights and assume responsibilities.

Code	Standard
K.SS.4.1	Practice citizenship in the classroom by: a) taking responsibility for one's actions; b) practicing honesty and showing kindness to oneself and others; c) recognizing the purpose of rules and practicing self-control; d) caring for one's personal property and respecting other students' property; and e) taking turns, sharing, and working well with others for the good of everyone else.

Code	Standard
K.SS.4.2	Identify symbols of the United States, including but not limited to the flag, Pledge of Allegiance, Bald Eagle, red, white, and blue, and the Statue of Liberty.
K.SS.4.3	Understand the meaning and purpose of the Pledge of Allegiance.
K.SS.4.4	Describe holidays and tell why they are commemorated in the United States~~, including, Indigenous Peoples' Day, Thanksgiving, Martin Luther King, Jr. Day, Independence Day, and Presidents' Day.~~ .

5. GLOBAL PERSPECTIVES

Students will build an understanding of multiple perspectives and global interdependence.

Code	Standard
K.SS.5.1	Name traditions that came to the United States from other parts of the world.

B. Grade 1

1. HISTORY

Students will build an understanding of the cultural and social development of the United States.

Code	Standard
1.SS.1.1	Compare differences in the ways families in the United States live today to how they lived in the past.
1.SS.1.2	Use timelines to show personal or family history.
1.SS.1.3	Compare personal histories, pictures, and music of other selected times and places in America's past.

2. GEOGRAPHY

Students will analyze the spatial organizations of people, places, and environment on the earth's surface and explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.

Code	Standard
1.SS.2.1	Develop geographic skills by: a) using basic map symbols, including references to land, water, cities, and roads; b) using cardinal directions on maps; c) locating Idaho, the United States, continents, and oceans on maps and globes; and d) constructing simple maps and including a title, map legend or key, and compass rose.
1.SS.2.2	Identify ways people adjust to their environment as well as modify their environment.

3. ECONOMICS

Students will explain basic economic concepts and concepts of personal finance.

Code	Standard
1.SS.3.1	Identify ways people meet their needs by sharing, trading, and using money to buy goods and services.
1.SS.3.2	Distinguish between wants and needs and provide examples of each.
1.SS.3.3	Identify ways to save money for future needs and wants

4. CIVICS AND GOVERNMENT

Students will build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, and that all people in the United States have rights and assume responsibilities.

Code	Standard
1.SS.4.1	Define citizenship, and recognize traits of good citizens, such as respecting the rights of others, voting, following laws, etc.

Code	Standard
1.SS.4.2	Explain the importance of patriotic traditions and symbols, including the Pledge of Allegiance and the National Anthem, and respectful behavior during both.
1.SS.4.3	Provide all students the opportunity to be able to recite the Pledge of Allegiance.
1.SS.4.4	Describe holidays and events and tell why they are commemorated in the United States.
1.SS.4.5	Identify individuals who are helpful to people in their everyday lives.
1.SS.4.6	Name some responsibilities that students have at home and school.

5. GLOBAL PERSPECTIVES

Students will build an understanding of multiple perspectives and global interdependence.

Code	Standard
1.SS.5.1	Compare family life, structures, and daily routines of various cultures around the world.
1.SS.5.2	Recognize that each person belongs to many groups such as family, school, friends, and community.

C. Grade 2

1. HISTORY

Students will build an understanding of the cultural and social development of the United States.

Code	Standard
2.SS.1.1	Identify different groups that a person belongs to, such as family and community, and how those roles and/or groups have changed or stayed the same.
2.SS.1.2	Compare the lives and contributions of two of the five federally recognized American Indian tribes in Idaho: the Coeur d'Alene Tribe, Kootenai Tribe of Idaho, Shoshone Bannock Tribes, Nez Perce Tribe, and Shoshone-Paiute Tribes.

Code	Standard
2.SS.1.3	Analyze and interpret events placed chronologically on a timeline.

2. GEOGRAPHY

Students will analyze the spatial organizations of people, places, and environment on the earth's surface and explain how human actions modify the physical environment and how physical systems affect human activity and living conditions.

Code	Standard
2.SS.2.1	Develop geographic mapping skills using maps and globes by a) showing that map elements such as key, legend, and scale show how the map represents natural objects or places; b) applying knowledge of cardinal directions to use a compass rose; c) locating the countries of North America and the bordering oceans; d) Identifying and locating the seven continents and the five oceans; e) identifying major rivers, mountain ranges, lakes, and other physical features; f) identifying boundary lines to separate states; and g) locating man-made features.
2.SS.2.2	Compare how environmental conditions affect living styles and clothing in different parts of the country.
2.SS.2.3	Describe how humans depend on the environment to meet their basic needs.
2.SS.2.4	Define city/suburb/town and urban/rural.

3. ECONOMICS

Students will explain basic economic concepts, identify different influences on economic systems, and explain the concepts of personal finance.

Code	Standard
2.SS.3.1	Differentiate between the wants and needs of families and understand the purpose of a budget.

Code	Standard
2.SS.3.2	Explain what employment means and define income, wages, and salary.
2.SS.3.3	Examine different types of producers and consumers as well as goods and services.
2.SS.3.4	Explain how natural resources affect economic activities in the local community.

4. CIVICS AND GOVERNMENT

Students will build an understanding of the foundational principles of the American political system, the organization, and formation of the American system of government, and the fact that all people in the United States have rights and assume responsibilities.

Code	Standard
2.SS.4.1	Explore the concept of democracy by understanding the role of citizens and the United States government and connecting it to their role as citizens within their community where people can explore issues, create solutions and make decisions together.
2.SS.4.2	Recognize that Idaho has a constitution, which is the basis for our state's laws, and that there are consequences for breaking those laws.
2.SS.4.3	Identify the people or groups that make, apply, and enforce rules and laws at home, school, communities, and our state.
2.SS.4.4	Identify and examine the significance of well-known national symbols and landmarks, including The White House, the flag, the Statue of Liberty, and the bald eagle.
2.SS.4.5	Examine the meaning of keywords in the Pledge of Allegiance.
2.SS.4.6	Identify characteristics of good citizenship, such as courage, honesty, and responsibility, and identify the responsibilities of being a United States citizen.
2.SS.4.7	Identify historical and contemporary people who model characteristics of good citizenship.

5. GLOBAL PERSPECTIVES

Students will identify the importance of respecting multiple perspectives and global interdependence.

Code	Standard
2.SS.5.1	Compare your community with others in various parts of the world.
2.SS.5.2	Compare traditions in your community with those practiced in other parts of the world.

D. Grade 3

1. HISTORY

Students in Grade 3 build an understanding of the cultural and social development of the United States, trace the role of migration and immigration of people in the development of the United States, and examine the various roles American Indians assumed in the development of the United States and discuss the concept of sovereignty and still do today.

Code	Standard
3.SS.1.1	Investigate your community's history and determine the chronological importance of local events.
3.SS.1.2	Analyze distinctive foods, clothing styles, and traditions of various cultural groups within the community, including but not limited to the five federally recognized tribes of Idaho.
3.SS.1.3	Conduct interviews with family members, neighbors, friends, or school staff to discover why they call Idaho home.
3.SS.1.4	Describe how migration and immigration are continuous processes and how they are influenced by voluntary and involuntary movement of people.

2. GEOGRAPHY

Students will analyze the spatial organizations of people, places, and environments on the earth's surface and trace the migration and settlement of human populations on the earth's surface.

Code	Standard
3.SS.2.1	Develop an understanding of map reading by analyzing maps and globes using standard terms, including country, North Pole, Equator, Prime Meridian, hemisphere, region, latitude, South Pole, longitude, and time zones.
3.SS.2.2	Use cardinal directions, map scales, legends, and grids to locate the United States, Washington D.C., Idaho, the state capital, Boise, and their own community on a map.
3.SS.2.3	Analyze past and present settlement patterns of the community in which you live and how geographic features influenced those patterns.
3.SS.2.4	Compare and contrast city/suburb/town and urban/rural farm/factory, as well as agriculture/industry.

3. ECONOMICS

Students will explain basic economic concepts, identify different influences on financial systems, analyze the various types of monetary institutions, and explain the concepts of personal finance.

Code	Standard
3.SS.3.1	Explain the concepts of supply and demand and the role of the consumer and producer.
3.SS.3.2	Explain the difference between public and private property.
3.SS.3.3	Explain how land, natural resources, labor, trade, and/or technology affect economic activities in the local community.
3.SS.3.4	Identify different examples of making an economic choice, including consumption of goods and services, using a bank, investing, and budgeting.

4. CIVICS AND GOVERNMENT

Students will build an understanding of the foundational principles of the American political system, the organization, and formation of the American system of government, and the fact that all people in the United States have rights and assume responsibilities.

Code	Standard
3.SS.4.1	Explain the benefits of following the laws and the consequences of breaking the rules and laws of our local and national communities.
3.SS.4.2	Identify the people or groups that make, apply, and enforce laws in our local and national communities.
3.SS.4.3	Identify and explain the basic functions of local and state governments.
3.SS.4.4	Explain how local government officials are chosen, e.g., election, or appointment.
3.SS.4.5	Describe services commonly and primarily provided by governments for the community.
3.SS.4.6	Identify local government officials.
3.SS.4.7	Identify ways children and adults can participate in their community and/or local governments.
3.SS.4.8	Explain that people in the United States share a national identity through patriotic symbols and holidays.

5. GLOBAL PERSPECTIVES

Students will build an understanding of multiple perspectives and global interdependence.

Code	Standard
3.SS.5.1	Explore connections that the local community has with other communities throughout the world.
3.SS.5.2	Examine the contributions of various cultures from other parts of the world to the development of the community and how they make that community unique.

E. Grade 4

1. HISTORY

Students will build an understanding of the cultural and social development of the United States, trace the role of migration and immigration of people in the development of the United States, and examine the various roles American Indians assumed in the development of the United States, and discuss the concept of sovereignty and how federally recognized tribes exercised their sovereign status throughout the history of the United States, and still do today.

Code	Standard
4.SS.1.1	Identify the contributions of different cultural groups to Idaho (e.g., Basque sheepherders, French Canadian fur trappers, LDS, pioneers, etc.) and describe ways that they have influenced a shared Idaho culture. ~~Identify characteristics of different cultural groups in Idaho and describe ways that they have influenced and impacted each other.~~
4.SS.1.2	Describe the federal policies behind the treaties and executive orders that resulted in the creation of the reservations in Idaho.
4.SS.1.3	4.SS.1.3 Identify the impact on western expansion and the creation of the State of Idaho through contributions of major groups, including but not limited to explorers, missionaries, immigrants, and American Indians. • Lewis and Clark • Sacagawea • David Thompson • Fort Lemhi • Pioneers • Miners • Vaqueros • Emma Yearnian • Railroad workers • William Wallace ~~Identify the major groups, including but not limited to explorers, missionaries, and significant individuals, immigrant experiences, and their impact on western expansion and the creation of the State of Idaho.~~
4.SS.1.4	Describe the historic role of fur trading and the discovery of gold and silver in Idaho.

Code	Standard
4.SS.1.5	Describe the federal policies and the motivations that led to westward expansion and subsequent consequences that impacted American Indian tribes in Idaho. ~~Describe the ideology and federal policies that led to westward expansion and subsequent consequences that impacted American Indian tribes in Idaho.~~
4.SS.1.6	Compare and contrast the historical and current key characteristics of the five federally recognized American Indian tribes in Idaho: Coeur d'Alene Tribe, Kootenai Tribe of Idaho, Shoshone –Bannock Tribes, Nez Perce Tribe, and Shoshone-Paiute Tribes and ceded and current reservation lands.
4.SS.1.7	Describe how tribes in Idaho interacted with and impacted existing and newly arriving people.
4.SS.1.8	Examine the meaning of tribal sovereignty and its relationship at the tribal, local, state, and federal levels of government.
4.SS.1.9	Describe how American Indian tribes maintain resources, including cultural materials, history, language, and culture.

2. GEOGRAPHY

Students will analyze the spatial organizations of people, places, and environments on the earth's surface and trace the migration and settlement of human populations on the earth's surface.

Code	Standard
4.SS.2.1	Use a number/letter coordinate grid to collect, analyze, interpret, and communicate data for finding specific locations on a map of Idaho.
4.SS.2.2	Describe the physical regions of Idaho, identify major natural resources, and explain their impact on settlement.
4.SS.2.3	Describe conflicts resulting from land disputes, including but not limited to the Battle of Four Lakes, Bear River Massacre, Nez Perce Flight of 1877, Bannock War of 1878, and Kootenai War of 1974. ~~Describe the encroachment on tribal lands in Idaho and the resulting conflicts, such as the Battle of Four Lakes, Bear River Massacre, Nez Perce Flight of 1877, Bannock War of 1878, and Kootenai War of 1974.~~

3. ECONOMICS

Students will explain basic economic concepts, identify different influences on economic systems, analyze the different types of economic institutions, and explain the concepts of personal finance.

Code	Standard
4.SS.3.1	Describe and analyze how American Indians and early settlers met their basic needs of food, shelter, and water.
4.SS.3.2	Explain the concepts of supply and demand and scarcity.
4.SS.3.3	Explain the concepts of specialization and division of labor.
4.SS.3.4	Identify goods and services in early Idaho settlements.
4.SS.3.5	Describe examples of historic and current technological innovations in relation to economic growth in Idaho.
4.SS.3.6	Describe how the geographic features of Idaho have determined the economic base of Idaho's regions.
4.SS.3.7	Define entrepreneurship and identify reasons for starting a business.

4. CIVICS AND GOVERNMENT

Students will build an understanding of the foundational principles of the American political system, the organization, and formation of the American system of government, that all people in the United States have rights and assume responsibilities, and the evolution of democracy.

Code	Standard
4.SS.4.1	Identify the people and groups who make, apply, and enforce laws within state, local, and tribal governments how they function, and the relationships between them.
4.SS.4.2	Explain that rules and laws can be used to protect rights, provide benefits, and assign responsibilities.
4.SS.4.3	Explain the significance of Idaho symbols and the unique tribal seal of each federally recognized tribe in Idaho.

Code	Standard
4.SS.4.4	Identify the three branches of state government and explain the major responsibilities of each.
4.SS.4.5	Identify elected officials, how they can be contacted, and how they are responsible to their constituents. ~~Name elected state officials and how they can be contacted.~~
4.SS.4.6	Identify ways to be informed about and participate in state, Tribal, and local governments. ~~Identify ways people can monitor and influence the decisions and actions of their state and tribal governments.~~
4.SS.4.7	Describe the concepts of citizenship, popular sovereignty, respect for the individual, equality of opportunity, and personal liberty.

5. GLOBAL PERSPECTIVES

Students will build an understanding of multiple perspectives and global interdependence.

Code	Standard
4.SS.5.1	Analyze the roles and relationships of groups of people who have impacted the state's history and contributed to Idaho's cultural heritage. ~~Analyze the roles and relationships of diverse groups of people from various parts of the world who have impacted the state's history and contributed to Idaho's cultural heritage.~~
4.SS.5.2	Describe the challenges experienced by people from various cultural, racial, and religious groups that settled in Idaho from various parts of the world.
4.SS.5.3	Identify Idaho's role in the global economy.
4.SS.5.4	Compare the distinct histories, cultures, and ways of life of American Indian tribes in Idaho with those of indigenous peoples around the world. ~~Identify the diversity within American Indian tribes in Idaho and develop an awareness of the similar experiences of indigenous populations in the world.~~

F. Grade 5

1. HISTORY

Students will build an understanding of the cultural and social development of the United States, trace the role of migration and immigration of people in the development of the United States, and examine the various roles American Indians assumed in the development of the United States and discuss the concept of sovereignty and how federally recognized tribes exercised their sovereign status throughout the history of the United States and still do today.

Code	Standard
5.SS.1.1	Describe the interactions between European colonists and established societies in North America.
5.SS.1.2	Identify significant individuals who have been responsible for bringing about cultural and social changes in the United States including the founding fathers and presidents.
5.SS.1.3	Identify and explain influential political and cultural groups and their impact on American history.
5.SS.1.4	Identify different examples of how religion has been an important influence in American history.
5.SS.1.5	Describe how the establishment of the 13 original colonies contributed to the founding of the nation.
5.SS.1.6	Analyze the causes and effects of various compromises and conflicts in American history, including the various events leading to the American Revolution.
5.SS.1.7	Explain the religious, political, and economic motives of immigrants to the United States.
5.SS.1.8	Explain the history of indentured servitude and the slave trade in the United States.
5.SS.1.9	Analyze or distinguish the geographic, economic, and religious motivations that influenced the movement of people.
5.SS.1.10	Review that American Indians were the first inhabitants of the United States and analyze the impact of westward expansion on ~~Indigenous peoples.~~North American tribes.

Code	Standard
5.SS.1.11	Describe the impact of scientific and technological advances on westward expansion including but not limited to the cotton gin, the reaper, the steam engine, and steam locomotive.

2. GEOGRAPHY

Students will analyze the spatial organizations of people, places, and environments on the earth's surface and trace the migration and settlement of human populations on the earth's surface.

Code	Standard
5.SS.2.1	Develop and use different kinds of maps, globes, graphs, charts, databases, and models to display and obtain information.
5.SS.2.2	Identify the regions of the United States and their resources.
5.SS.2.3	Name and locate the 50 States and their Capitals, and United States Territories.
5.SS.2.4	Read, analyze, and interpret maps, including the use of latitude and longitude aerial photography, satellite images, and other geospatial products.

3. ECONOMICS

Students will explain basic economic concepts, identify different influences on economic systems, analyze the different types of economic institutions, and explain the concepts of personal finance.

Code	Standard
5.SS.3.1	Describe examples of improved transportation and communication networks and how they encourage economic growth.
5.SS.3.2	Explain the concepts of tariffs, taxation, and embargo.
5.SS.3.3	Describe the basic characteristics of a market economy.
5.SS.3.4	Explain the economic policies that contributed to rebellion within the North American colonies.
5.SS.3.5	Identify economic incentives and risks of entrepreneurship.
5.SS.3.6	Explain the impact of taxation on personal finance.

4. CIVICS AND GOVERNMENT

Students will build an understanding of the foundational principles of the American political system, the organization and formation of the American system of government, and that all people in the United States have rights and assume responsibilities, and the evolution of democracy.

Code	Standard
5.SS.4.1	Identify the people and groups who make, apply, and enforce laws within federal and tribal governments.
5.SS.4.2	Identify and explain the important concepts in the Declaration of Independence.
5.SS.4.3	Explain the significance of the Articles of Confederation as the transitional form of government.
5.SS.4.4	Identify the basic principles of the United States Constitution and Bill of Rights, including popular sovereignty, limited government, separation of powers, checks and balances, judicial review, and federalism.
5.SS.4.5	Distinguish and compare responsibilities among state, national, and tribal governments in a federal system.
5.SS.4.6	Identify the three branches of government and the functions and powers of each.
5.SS.4.7	Explain the difference between reservations, State public lands, and Federal public lands.
5.SS.4.8	Identify the President and Vice President of the United States and the U.S. Senators and Representatives to Congress from Idaho.
5.SS.4.9	Identify some of the personal responsibilities and basic rights of individual freedoms that belong to American citizens.
5.SS.4.10	Describe ways in which citizens participate in public life.
5.SS.4.11	Explain how the United States is a republic.
5.SS.4.12	State the difference between direct democracy and the constitutional republic of today's United States.

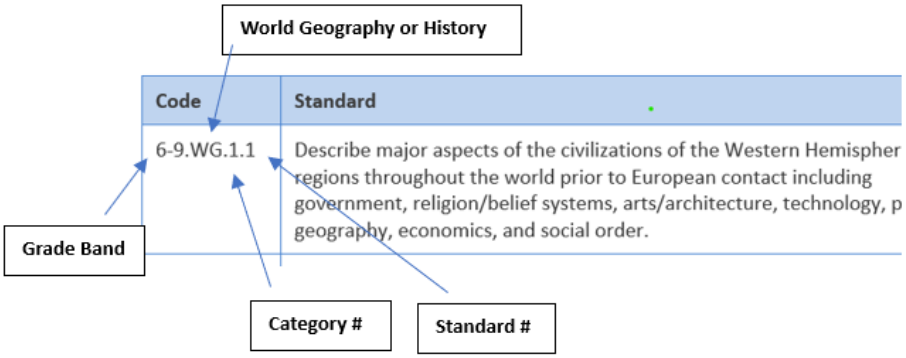
Code	Standard
5.SS.4.13	Explain the concepts of popular sovereignty, majority rule with minority rights, respect for the individual, equality of opportunity, rule of law, and personal liberty.

5. GLOBAL PERSPECTIVES

Students will build an understanding of multiple perspectives and global interdependence.

Code	Standard
5.SS.5.1	Explain how the world is divided into many different countries and each has its own government and how they interact with each other.
5.SS.5.2	Explain how countries try to resolve problems.
5.SS.5.3	Identify the role of the United States in a global economy.

IV. WORLD GEOGRAPHY AND CIVILIZATIONS GRADES 6-9



A. World Geography

1. HISTORY

Students studying World Geography will build an understanding of the cultural and social development of human civilizations.

Code	Standard
6-9.WG.1.1	Describe major aspects of the civilizations in regions throughout the world prior to European contact including government, religion/belief systems, arts/architecture, technology, physical geography, economics, and social order.
6-8.WG.1.2	Examine the impact of Europeans and ~~indigenous~~ native cultures on one another in regions throughout the world.
6-9.WG.1.3	Describe and compare various motivations of European colonization in regions throughout the world.
6-9.WG.1.4	Investigate the historical origins, central beliefs, and spread of major religions and belief systems, including Judaism, Christianity, Islam, Sikhism, Hinduism, Buddhism, and Confucianism and Indigenous knowledge and belief systems.

2. GEOGRAPHY

Students studying World Geography will analyze the spatial organization of people, places, and environment on the earth's surface, explain how human actions modify the physical environment and how physical systems affect human activity and living conditions, trace the migration and settlement of human populations on the earth's surface, analyze the human and physical characteristics of different places and regions, and explain how geography enables people to comprehend the relationships between people, places, and environments over time.

Code	Standard
6-9.WG.2.1	Apply latitude and longitude to locate places on Earth.
6-9.WG.2.2	Describe the uses of technology, such as Global Positioning Systems (GPS) Geographic Information Systems (GIS), and satellite and aerial imaging.
6-9.WG.2.3	Describe the relative location of people, places, and objects by using positional words, including but not limited to cardinal directions and distance.
6-9.WG.2.4	Locate, map, and describe the climate of regions throughout the world and analyze their impact on human activity and living conditions.
6-9.WG.2.5	Identify major biomes and explain ways in which the natural environment and climate of places in regions throughout the world are related to affect settlement patterns and everyday life.
6-9.WG.2.6	Analyze and give examples of the consequences of human impact on the physical environment, including the role of technology.
6-9.WG.2.7	Identify the names and locations of countries and major cities in regions around the world.
6-9.WG.2.8	Describe major physical characteristics of regions throughout the world.
6-9.WG.2.9	Identify patterns of population distribution and growth in regions throughout the world and explain changes in these patterns that have occurred over time.
6-9.WG.2.10	Compare and contrast cultural patterns in regions throughout the world, such as language, religion, and ethnicity.
6-9.WG.2.11	Analyze the locations of the major manufacturing and agricultural areas in regions throughout the world.
6-9.WG.2.12	Analyze the availability of natural resources in regions throughout the world.

Code	Standard
6-9.WG.2.13	Give examples of how both natural and technological hazards have impacted the physical environment and human populations in regions throughout the world.
6-9.WG.2.14	Give examples of how landforms, water, climate, and natural vegetation have influenced historical trends and developments in regions throughout the world.
6-9.WG.2.15	Describe various views that affect environmental issues in regions throughout the world.
6-9.WG.2.16	Explain how human-caused changes in the physical environment in one place can cause changes in another place such as irrigation, air pollution, water pollution, and deforestation.

3. ECONOMICS

Students studying World Geography will explain basic economic concepts and identify different influences on economic systems.

Code	Standard
6-9.WG.3.1	Describe abundance, scarcity, and distribution of resources; explain their impact on decision making such as trade, settlement, stewardship of the natural environment, and development of infrastructure.
6-9.WG.3.2	Describe how different economic systems guide decisions about what to produce, how to produce, and for whom to produce.
6-9.WG.3.3	Compare the standard of living of various regions today using quality of life indicators and discuss their impact on everyday life locally, nationally, and globally.
6-9.WG.3.4	Analyze current economic issues using a variety of sources representing multiple perspectives.
6-9.WG.3.5	Identify economic connections between local, national, and global economies in regions throughout the world.
6-9.WG.3.6	Explain how the demand for important natural resources evolved in regions throughout the world.

Code	Standard
6-9.WG.3.7	Investigate how physical geography, natural resources, specialization, and trade have influenced the way people meet their material needs.

4. CIVICS AND GOVERNMENT

Students studying World Geography will build an understanding of comparative government.

Code	Standard
6-9.WG.4.1	Identify the major forms of government in regions throughout the world and compare them with the government of the United States.

5. GLOBAL PERSPECTIVES

Students studying World Geography will build an understanding of multiple perspectives and global interdependence.

Code	Standard
6-9.WG.5.1	Discuss how social institutions, including the family, religion, and education, influence behavior in different societies in regions throughout the world.
6-9.WG.5.2	Give examples of how language, literature, and the arts shape the development and transmission of culture in regions throughout the world.
6-9.WG.5.3	Analyze how miscommunication or misunderstandings of different cultures can lead to conflict. ~~Define ethnocentrism and give examples of how it can lead to miscommunication and cultural misunderstandings.~~
6-9.WG.5.4	Discuss present conflicts between cultural groups and nation-states in regions throughout the world.
6-9.WG.5.5	Describe the costs and benefits of global connections including trading, seeking solutions to mutual problems, learning from technological advances, acquiring new perspectives, and benefiting from developments in culture.
6-9.WG.5.6	Explain the causes and consequences of current global issues, including the expansion of global markets, the urbanization of the developing world, the consumption of natural resources, and the extinction of species.

6. GEOGRAPHY SKILLS

Students in World Geography will apply the following geography skills.

Code	**Standard**
6-9.WG.6.1	Explain how and why events may be interpreted differently according to the points of view of participants and observers.
6-9.WG.6.2	Explain and use the components of maps, compare different map projections, and explain the appropriate uses for each.
6-9.WG.6.3	Analyze visual and statistical data presented in charts, tables, graphs, maps, and other graphic organizers to assist in interpreting a historical event.

B. World History and Civilizations

1. HISTORY

Students in World History and Civilizations will explain the rise of human civilization, trace how natural resources and technological advances have shaped civilizations, build an understanding of human cultural and social development, and identify the role of religion/belief systems in civilizations over time.

Code	**Standard**
6-9.WH.1.1	Analyze types of evidence used by anthropologists, archaeologists, and other scholars to reconstruct early human and cultural development.
6-9.WH.1.2	Describe the characteristics of early hunter-gatherer communities.
6-9.WH.1.3	Describe how hunter-gatherer communities developed into agricultural sedentary settlements.
6-9.WH.1.4	Analyze the characteristics of early civilizations throughout the world including government, religion/belief systems, arts/architecture, technology, physical geography, economics, and social order.
6-9.WH.1.5	Explain how humans adapted the environment to maintain population growth and develop the first civilizations.
6-9.WH.1.6	Identify the technological advances developed by Ancient, Middle Age, Early-Modern, and Modern societies and civilizations throughout the world.

Code	Standard
6-9.WH.1.7	Identify examples of how writing, art, architecture, mathematics, and science have evolved over time, such as in Ancient, Middle Age, Early-Modern, or Modern societies and civilizations throughout the world.
6-9.WH.1.8	Analyze different social classes and their impact on societies and civilizations throughout the world, including Ancient, Middle Age, Early-Modern, and Modern.
6-9.WH.1.9	Explain the relationship between religion and belief systems and people's understanding of the natural world.
6-9.WH.1.10	Explain how religion and belief systems shaped the development of civilizations.
6-9.WH.1.11	Discuss how religion, belief systems, economics, and politics influenced social behavior and were used to maintain social order.
6-9.WH.1.12	Examine why the diversity of religion and belief systems across cultural, social, political, and economic institutions have been sources of conflict.

2. GEOGRAPHY

Students in World History and Civilization will analyze the spatial organizations of people, places, and environment on the earth's surface, trace the migration and settlement of human populations on the earth's surface, analyze the human and physical characteristics of different places and regions, and explain how geography enables people to comprehend the relationships between people, places, and environments over time.

Code	Standard
6-9.WH.2.1	Develop and interpret different kinds of maps, globes, graphs, charts, databases, and models.
6-9.WH.2.2	Identify the main reasons for major migrations of people.
6-9.WH.2.3	Explain how climate affects human migration and settlement.
6-9.WH.2.4	Describe how physical features, such as mountain ranges, fertile plains, and rivers led to the development of cultural regions.
6-9.WH.2.5	Explain how transportation routes stimulate the growth of cities and the exchange of goods, knowledge, and technology.

Code	Standard
6-9.WH.2.6	Explain the impact of waterways on civilizations.
6-9.WH.2.7	Explain how the resources of an area can be the source of conflict between competing groups.
6-9.WH.2.8	Illustrate how the population growth rate impacts a nation's resources.
6-9.WH.2.9	Explain how the rapid growth of cities can lead to economic, social, political, and technological problems and innovations.
6-9.WH.2.10	Describe why the conservation of resources is necessary to maintain a healthy environment.

3. Economics

Students in World History and Civilization will explain basic economic concepts and identify different influences on economic systems.

Code	Standard
6-9.WH.3.1	Explain how people historically relied on their natural resources to meet their needs.
6-9.WH.3.2	Describe examples that show how economic opportunity and a higher standard of living are important factors in human migration.
6-9.WH.3.3	Analyze the role of money and alternative means of exchange.
6-9.WH.3.4	Analyze the impact of economic growth on society.
6-9.WH.3.5	Identify influential economic thinkers and the impact of their philosophies.

4. CIVICS AND GOVERNMENT

Students in World History and Civilization will build an understanding of the evolution of governmental structures.

Code	Standard
6-9.WH.4.1	Describe the role of government in historical human migration, such as push and pull factors.

Code	Standard
6-9.WH.4.2	Analyze the various political systems that shaped civilizations throughout the world, including the City-State, Monarchy, Republic, Nation-State, or Democracy.
6-9.WH.4.3	Analyze and evaluate the global expansion of liberty and democracy through revolution and reform movements.

5. GLOBAL PERSPECTIVES

Students in World History and Civilization will build an understanding of multiple perspectives and global interdependence.

Code	Standard
6-9.WH.5.1	Explain the political, economic, religious, or cultural causes of conflicts in various civilizations and their consequences.
6-9.WH.5.2	Identify and compare major modern world conflicts and explain their global consequences and impacts including European colonialism, World War I, World War II, the Cold War, and decolonialism movements.
6-9.WH.5.3	Explain why people unite for political, economic, and humanitarian reasons.
6-9.WH.5.4	Analyze the causes, events, and consequences of the Holocaust while exploring the impacts of discrimination and prejudice.

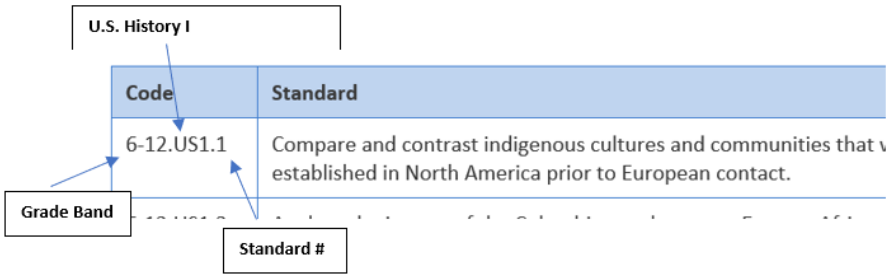
6. HISTORICAL THINKING SKILLS

Students in World History will apply the following historical thinking skills.

Code	Standard
6-9.WH.6.1	Synthesize evidence from information sources including, but not limited to artifacts, primary and secondary sources, charts, graphs, and/ or images to interpret historical events.
6-9.WH.6.2	Determine and explain the cause and effect of historical events or developments.
6-9.WH.6.3	Explain how and why events may be interpreted differently according to the points of view of participants and observers.

Code	Standard
6-9.WH.6.4	Support claim(s) with logical reasoning and relevant, accurate data and evidence that demonstrate an understanding of the topic or text, using credible sources.
6-9.WH.6.5	Analyze the context of historical events to determine the motivations of people in those events.

V. UNITED STATES HISTORY I GRADES 6-12



A. ~~Indigenous~~ American Indian Cultures and Colonization 1491-1754

Code	Standard
6-12.US1.1	Compare and contrast the culture of various American Indian communities that were established in North America prior to European settlement, including but not limited to: • Arctic (Inuit, Aleut) • Subarctic (Cree, Ojibwa) • Northeast (Iroquois, Ottawa) • Southeast (Creek, Seminole, Chickasaw, Choctaw, Cherokee) • Great Plains (Dakota, Blackfoot, Comanche) • Great Basin (Shoshone, Bannock, Ute) • Plateau (Nez Perce, Salish) • Southwest (Pueblo, Apache, Navajo) • Pacific Coast (Mohave, Chinook, Tillamook) • Other Idaho tribes (Coeur d'Alene, Kootenai, Paiute) ~~Compare and contrast Indigenous cultures and communities that were established in North America prior to European contact.~~
6-12.US1.2	Analyze the impact of the Columbian exchange on Europe, Africa, and the Americas, including, but not limited to agriculture, technology, politics, and religion. ~~Analyze the impact of the Columbian exchange on Europe, Africa, and the Americas.~~
6-12.US1.3	Analyze the development of the New England, Mid-Atlantic, and Southern Colonies, including the reasons for the establishment, the economic, political,

Code	Standard
	and social development, and the relationships with ~~Indigenous peoples.~~American Indians.
6-12.US1.4	Explain the differences with economic systems between New England, and the Mid-Atlantic and Southern colonies, including indentured servitude and slavery as labor sources, and the role of the transatlantic slave trade. ~~Explain the difference between indentured servitude and slavery in colonial North America and the role of the transatlantic slave trade.~~
6-12.US1.5	Compare the settlement motivations and impacts of the Spanish, Dutch, French, and English in North America. ~~Explain the social and economic motivations and events surrounding the enslavement of peoples, both Indigenous and African, in the northern and the southern colonies.~~
6-12.US1.6	Compare the settlement motivations and impacts of the Spanish, Dutch, French, and English in North America.
6-12.US1.7	Trace and analyze the colonial social, religious, political, and economic developments that provided context for the American Revolution, including but not limited to discussion of: • Mercantilism • Royal, Joint Stock, and Proprietary Charters • Legislative bodies • Town meetings • Magna Carta and Common Law • Juries • First Great Awakening ~~Analyze the Tribal nations' resistance and adaptations to European colonization and the European attitudes toward the land and the Indigenous peoples of the 17th and 18th centuries.~~

B. American Revolution 1754-1791

Code	Standard
6-12.US1.8	Analyze how the French and Indian War influenced British imperial policies, North American-Indian alliances, and the colonial response to these policies, including, but not limited to: • Mayflower Compact

Code	Standard
	• Mercantilism • Royal Proclamation of 1763 • Sugar Act (1764) • Stamp Act (1765) • Stamp Act Congress (1765) • Declaratory Act (1766) • Townshend Duties (1767) • Tea Act (1773) • Intolerable Acts (1774) • Boston Tea Party (1773) ~~Trace and analyze the colonial social, political, and economic developments, including mercantilism, that provided context for the American Revolution.~~
6-12.US1.9	Identify the impact of multiple intellectual traditions on the American Revolution and the Declaration of Independence, including early modern and Enlightenment thinkers (e.g., Locke and Montesquieu), Greek, Roman and English political history. ~~Analyze how the French and Indian War impacted American-Indian alliances, British colonial policies, and American colonists.~~
6-12.US1.10	Analyze the impact of major military events on the American Revolution, including but not limited to Lexington and Concord, Bunker Hill, Saratoga, Trenton, and Yorktown. ~~Identify the impact of the Enlightenment on the American Revolution particularly the Declaration of Independence.~~
6-12.US1.11	Explain the contributions of leaders throughout the American Revolution, including, but not limited to George Washington, Thomas Paine, Patrick Henry, John Adams, Ben Franklin, and Thomas Jefferson ~~Analyze the impact of major military events and leaders throughout the American Revolution.~~
6-12.US1.12	Explain the contributions of key historical figures during the Revolutionary Period, including, but not limited to: • Molly Pitcher • Betsy Ross • Mercy Otis Warren • Phillis Wheatly • Chief Cornstalk

Code	Standard
	• Joseph Brant • Marquis de Lafayette • Baron Friedrich Von Steuben ~~Compare the roles of Indigenous people, women, African Americans, and immigrants in the Revolution Period.~~

C. Founding a New Government 1776-1791

Code	Standard
6-12.US1.13	Analyze the successes and failures of the Articles of Confederation and the events that led to the Constitutional Convention of 1787. ~~Analyze the successes and failures of the Articles of Confederation.~~
6-12.US1.14	Explain the key concerns and compromises that emerged at the Constitutional Convention of 1787, including arguments over the Bill of Rights and its eventual adoption, including, but not limited to: • New Jersy Plan, Virginia Plan, and the Great Compromise • Compromises regarding representation • Compromises regarding taxation • Compromises regarding slavery • State vs. federal power ~~Explain the key concerns and compromises that emerged at the Constitutional Convention including arguments over the Bill of Rights and its eventual adoption.~~
6-12.US1.15	Analyze the arguments and outcomes of the ratification debate between leading Federalists and Anti-Federalists, including, but not limited to: • Federalists (John Jay, Alexander Hamilton, and James Madison) • Anti-Federalists (Patrick Henry, Sam Adams, Elbridge Gerry, George Mason, Brutus) ~~Analyze the arguments and outcomes of the ratification debate between Federalists and Anti-Federalists.~~
6-12.US1.16	Analyze the original Constitution by comparing the powers of government branches, assessing its response to Revolutionary causes and alignment with Declaration of Independence ideals, and addressing failures of the Articles of Confederation.

D. Early Republic 1787-1825

Code	Standard
6-12.US1.17	Identify the traits, beliefs, and characteristics that united and divided the United States as a nation and a society during this time period.
6-12.US1.18	Compare and contrast the political differences and similarities among early Republic Presidents, including the significance of the Election of 1800 and the Era of Good Feelings. ~~Compare and contrast the political differences and similarities among early Republic Presidents.~~
6-12.US1.19	Explain the social and economic motivations and developments surrounding the enslavement of peoples in the northern and southern states and territories.
6-12.US1.20	Explain the changes in manufacturing, agriculture, transportation, and communication during the First Industrial Revolution.
6-12.US1.21	Explain the causes and effects of the War of 1812, including but not limited to: • British restrictions on trade, and impressment • Embargo Act and Non-Intercourse Act • Major events of the war, including the role of the USS Constitution, invasion of Canada, the burning of the Capitol and the White House, and the Battle of New Orleans, Battle of Tippecanoe and Tecumseh's Confederation • The attack on Fort McHenry, which led to the writing of the Star-Spangled Banner ~~Explain the causes and effects of the War of 1812.~~
6-12.US1.22	Identify and analyze the impact of the foreign policy developments of the period 1787-1825, including but not limited to the Neutrality Acts, the Louisiana Purchase, the Embargo Act, the Adams-Onis Treaty, and the Monroe Doctrine. ~~Analyze how foreign policy at the end of the 18th century and the beginning of the 19th century impacted relations with sovereign powers outside the United States.~~
6-12.US1.~~X~~23	Describe how American westward expansion during the Early Republic affected tribal relations; understand how intertribal relations lead to American alliances with the Muscogee, Choctaw, Cherokee, and Chickasaw and how other tribal confederacies formed to resist American expansion with the support of foreign European powers, including but not limited to discussion of:

Code	Standard
	• Lewis and Clark Expedition • The Northwest Indian War, including St. Clair's Defeat and the Battle of Fallen Timbers • Tecumseh's Rebellion • Creek War • First Seminole War • Cherokee delegation to Washington (1824)

E. Geographic Expansion and Political and Social Changes 1820-1860

Code	Standard
6-12.US1.2~~3~~4	Analyze how economic, political, and social events led to the Civil War, including, but not limited to: • Slavery • Virgina and Kentucky Resolutions • Nullification Crisis • Missouri Compromise • Compromise of 1850 • Publication of Uncle Tom's Cabin • Fugitive Slave Act • Personal Liberty Laws in the North • Kansas-Nebraska Act • Dred Scott Decision • Rise of the Republican Party and the Election of 1856 • John Brown's Raid • Election of 1860 • Crittenden Compromise ~~Analyze how economic, political, and social events, including the election of Abraham Lincoln, led to the Civil War.~~ • ~~Slavery~~ • ~~Nullification Crisis~~ • ~~Missouri Compromise~~ • ~~Compromise of 1850~~ • ~~*Uncle Tom's Cabin*~~ • ~~Fugitive Slave Act~~ • ~~Personal Liberty Laws in the North~~ • ~~Kansas-Nebraska Act~~ • ~~Dred Scott Decision~~ • ~~John Brown's Raid~~

Code	Standard
	~~• Election of 1860~~ • Secession documents
6-12.US1.2~~4~~5	Compare the political differences and similarities among Democratic and Whig presidents from 1825 to 1860, including, but not limited to: • Expansion of voting rights • Rise of the Democratic Party • The Spoils System • Jackson's veto of the National Bank • Tariff of Abominations and Nullification Crisis • Log cabin campaign of William Henry Harrison ~~Compare the political differences and similarities among Jacksonian and Whig presidents of 1825-1860 such as analysis of the effects of the early 19th century expansion of voting rights on presidential campaigns and policies.~~
6-12.US1.2~~5~~6	Analyze the religious, political, and economic motives of immigrants who came to North America between 1820-1860.
6-12.US1.2~~6~~7	Compare and contrast the various manifestations of slavery in this time period, for example, ownership patterns, labor divisions, and geographic differences.
6-12.US1.2~~7~~8	Compare and contrast various defenses of slavery offered by apologists and various anti-slavery movements, including but not limited to discussion of: • American Colonization Society (Henry Clay) • Gradualist abolitionist movements • Radical abolitionist movements • Frederick Douglass • John Brown • Angelina Grimke • William Lloyd Garrison • Sojourner Truth • Harriet Tubman • Theodore Weld ~~Compare and contrast various defenses of slavery offered by apologists and various anti-slavery movements such as the American Colonization Society, the gradualist abolitionist movements, and the radical abolitionist movements.~~

Code	Standard
6-12.US1.2~~8~~9	Analyze the political and individual motivations and the social, political, economic, environmental impacts of individuals who moved West.
6-12.US1.~~X~~30	Describe the impact of westward expansion, treaties, and federal policies on American-tribal relations, including but not limited to discussion of: • Indian Removal Act of 1830 • *Cherokee Nation v. Georgia* • Trail of Tears • Five Civilized Tribes • Establishment of Indian Territory and other reservations • Americanization/assimilation
6-12.US1.~~29~~31	Trace and explain how settlement patterns, federal policies, and treaties impacted American Indians through reservations, removal, and forced assimilation.
6-12-US1.3~~0~~2	Analyze the communication, industrial and agricultural changes and their impact on the social and economic lives of people in the North, South, and West.
6-12.US1.3~~1~~3	Explain how the development of various modes of transportation increased economic prosperity, promoted national unity, and contributed to disunity.
6-12.US1.3~~2~~4	Investigate the Second Great Awakening and various reform movements such as prison, education, and women's rights, as they formed the greater story of the United States in the 19th century.
6-12.US1.3~~3~~5	Describe the policies, motivations, and events, and subsequent policies that led to the westward expansion of the United States from 1820-1860, including, but not limited to: • Manifest Destiny • Texas Revolution and annexation • Mexican American War • Expeditions of John C. Fremont • California Gold Rush • Acquisition of Oregon Territory • Acquisition of Alaska Territory • Oregon, California, Sante Fe, and Mormon Trails ~~Describe the ideology, motivations, and events that led to the westward expansion of the United States from 1820-1860,~~

Code	Standard
	• ~~Texas Revolution~~ • ~~War with Mexico~~ • ~~California Gold Rush~~ • ~~Acquisition of Oregon Territory~~ • ~~Acquisition of Alaska Territory~~
~~6-12.US1.34~~	~~Analyze the political conflicts that arose from the United States' territorial expansion.~~
6-12.US1.3~~5~~6	Analyze how foreign policy during the 1820s to 1860s impacted relations with sovereign powers outside the United States, for example, tariff policies and treaties with European powers and Mexico.
6-12.US1.3~~6~~7	Understand how the interactions between the five federally recognized Idaho Tribal governments of Coeur d'Alene Tribe, Kootenai Tribe of Idaho, Shoshone Bannock Tribes, Nez Perce Tribe, and Shoshone-Paiute Tribes and national, state, and local governments have impacted American Indian Tribal sovereignty over time.

F. Civil War and Reconstruction 1860s-1890

Code	Standard
6-12.US1.3~~7~~8	Trace the evolution of Lincoln's political thought on slavery, equality and rights for blacks, and the meaning of the war from the 1857 Dred Scott decision through the Lincoln Douglas debates, the First Inaugural Address, the Emancipation Proclamation, and the Gettysburg Address to his Second Inaugural Address.
6-12.US1.3~~8~~9	Analyze the impact of major military events in the Civil War, including, but not limited to Fort Sumter, First Bull Run, Antietam, Vicksburg, Fredericksburg, Gettysburg, Sherman's March, and Appomattox. ~~Analyze the impact of major military events and leaders throughout the American Civil War.~~
6-12.US1.~~X~~40	Explain the contributions of key leaders throughout the American Civil War, including, but not limited to: Ulysses S. Grant, Robert E. Lee, William Tecumseh Sherman, Stonewall Jackson, George McClellan, Abraham Lincoln, and Jefferson Davis.
6-12.US1.~~39~~41	Explain the contributions of key historical figures and groups during the Civil War period, including, but not limited to: • Clara Barton • Belle Boyd

Code	Standard
	• Harriet Beecher Stowe • Ely S. Parker • Stand Waite • Thomas Francis Meagher • Patrick Cleburne • 54th Massachusetts Infantry Regiment • German and Irish soldiers in both armies ~~Compare and contrast the social and political roles of Indigenous people, women, African Americans, and immigrants in the Civil War Period.~~
6-12.US1.4~~0~~2	Analyze the outcomes of the American Civil War and the legal, political, and social implications of Reconstruction. • Reconstruction Amendments (13th, 14th, and 15th) • State, local, and federal elections • New political representation • Military presence • American Indian Warrior involvement • 1st and 2nd Indian Home Guard • Emancipation • Freedman's Bureau • Black Codes • Sharecropping • Ku Klux Klan (KKK)
6-12.US1.4~~1~~3	Analyze the context and consequences of The Compromise of 1877 and the end of Federal Reconstruction.
6-12.US1.4~~2~~4	Identify how continued land and natural resource competition affected political, cultural, and economic development of the western United States, including, but not limited to: • Homestead Act of 1862 • Transcontinental Railroad • Fur trade, cattle drives, end of "open range" era, destruction of the bison population • Land Rush of 1889 ~~Identify how natural resource competition affected political, cultural, and economic development.~~
6-12.US1.4~~3~~5	Explain the social and political impacts of the Civil War on Americans during the war and in the immediate aftermath of the war.

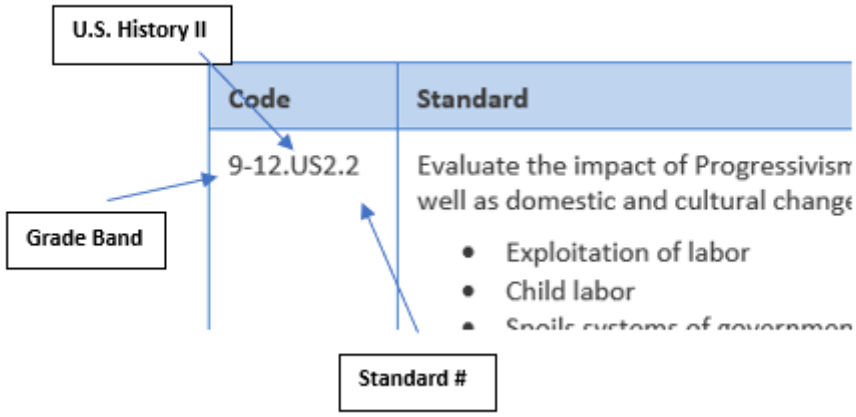
G. Growth of Industrial World 1877-1890 (Bridge with US History II)

Code	Standard
6-12.US1.4~~4~~6	Analyze the religious, political, and economic motives of 19th-century immigrants who came to North America.
6-12.US1.4~~5~~7	Explain the changes in manufacturing, agriculture, transportation, and communication during the Second Industrial Revolution.
6-12.US1.~~X~~48	Describe relations between American Indians and the United States government following the Civil War, including conflict, treaties, containment, reservation, and assimilation.
6-12.US1.4~~6~~9	Evaluate how improved use of resources, new technology and inventions, and transportation networks influenced the growth of industrialization and urbanization.
6-12.US1.~~47~~50	Describe the impact of business leaders, laissez-faire capitalism, and the use of corporations, monopolies, and trusts on the American economy.
6-12.US1.~~48~~51	Evaluate the impact of industrialization and laissez-faire policies on labor.
6-12.US1.~~49~~52	Explain the impact of labor unions and strikes on labor-management relations.
6-12.US1.5~~0~~3	Identify the impact of post-Civil War immigration on urbanization and labor relations.
6-12.US1.5~~1~~4	Describe the impact of geographic expansion during the late 19th century on the political, legal, and social rights of various groups and individuals, including but not limited to: • Women's Suffrage in the West • Buffalo Soldiers • Disenfranchisement in the South • Chinese Railroad Workers • Chinese Exclusion Act, 1882 • Anti-Irish Sentiments ~~Describe the impact of geographic expansion on the political, legal, and social rights of women, African Americans, Asians, Indigenous peoples, and European immigrants.~~

H. Historical Thinking Skills

Code	Standard
6-12.HT1.1	Identify a series of historical events and developments as examples of change and/or continuity over time.
6-12.HT1.2	Explain how events and developments in the past stem from multiple causes and have multiple effects.
6-12.HT1.3	Evaluate historical sources, considering authorship, strengths, limitations, and perspectives, while analyzing primary and secondary sources to understand their collective contribution to historical interpretation. ~~Analyze how people's perspectives influenced the historical sources they created and how people's perspectives may change over time~~
6-12.HT1.4	Construct and/or communicate a historical argument using primary and secondary sources.
6-12.HT1.5	Analyze historical issues by addressing questions that are open-ended and require research, analysis, and interpretation.
6-12.HT1.6	Analyze connections among events and developments in broader historical contexts.
6-12.HT1.7	Analyze, compare, and/or interpret artistic works to understand cultural and historical context and experience.
6-12.HT1.8	Analyze how current interpretations of the past are limited by the extent to which available historical sources represent the perspectives of people at the time. ~~Evaluate sources based on the background of the author, historical context, and purpose of the document.~~
6-12.HT1.9	Evaluate the credibility of sources about a historical event found on the internet by determining (if possible) how and why the sources were created, how they were circulated, their intended audience, and whether the source contains valid citations.

VI. UNITED STATES HISTORY II GRADES 9-12



A. Federal Indian Policy Period, 1879 - Present

Code	Standard
9-12.US2.1	Analyze how federal policies established the relationship between the United States government and American Indian tribes, and the intended and unintended outcomes. • Allocation and Assimilated Period 1879-1934 • Tribal Reorganization Period, 1934-1958 • Termination and Relocation Period, 1953-1971 • Self-Determination Period, 1968-present

B. Progressivism and Imperialism, 1890 - 1920

Code	Standard
9-12.US2.2	Evaluate Progressivism's impact on circumstances and policies. These may include: • Exploitation of labor • Child labor • Spoils systems of government hiring • Machine politics • Corruption • Immigration tension • Women's suffrage • Prohibition

Code	Standard
	• Race relations • Eugenics
9-12.US2.3	Evaluate the impact of racial, economic, moral, political, and strategic motives for the United States becoming an imperialist power.
9-12.US2.4	Analyze the origins and the impacts of the Spanish-American War and American involvement in Latin America, Hawaii, the Philippines, China, and Japan.

C. World War I, 1915-1919

Code	Standard
9-12.US2.5	Explain the factors that led to World War One and describe the factors that were deterring the United States from involvement as well as the driving forces that eventually led to the United States' involvement.
9-12.US2.6	Determine the impact of government mobilization programs, restrictions on civil liberties, and propaganda on the American Homefront.
9-12.US2.7	Explain how new technologies influenced strategies, military tactics, and battle conditions on the Western Front during World War One.
9-12.US2.8	Analyze the goals and effects of the Treaty of Versailles.

D. The Roaring 20s, 1920-1929

Code	Standard
9-12.US2.9	Describe the impacts of economic, demographic, social, and cultural changes during the 1920s.
9-12.US2.10	Evaluate the social tensions of the era, including: • Race • Christian fundamentalism • Labor • Immigration • Changing social values • The Red Scare • Rise of the Ku Klux Klan • Prohibition

Code	Standard
	• Rise of the mob and mafia

E. The Great Depression and the New Deal 1929-1939

Code	Standard
9-12.US2.11	Analyze the causes of the crash of 1929 and the Great Depression.
9-12.US2.12	Analyze the impact of the Great Depression and the Dust Bowl on farmers, businesses, workers, and racial and ethnic minorities.
9-12.US2.13	Evaluate the effectiveness of New Deal programs in addressing economic issues underlying the Great Depression.
9-12.US2.14	Evaluate the social tensions of the era, including: • Race • Labor • Domestic Migration • Changing social values • The Rise of Political Extremism

F. World War II 1939-1945

Code	Standard
9-12.US2.15	Explain the events and actions that led to World War Two, including the rise of fascism and totalitarianism, appeasement, and European and Japanese Imperialism.
9-12.US2.16	Analyze American participation in the international response to the Holocaust.
9-12.US2.17	Describe the strategies, events, and turning points that shaped the outcomes of World War Two.
9-12.US2.18	Compare and contrast the experience of Americans on the Pacific and European battle fronts during World War Two.
9-12.US2.19	Evaluate the factors that influenced the decision to employ atomic weapons against Japan.

Code	Standard
9-12.US2.20	Analyze the impact of events and policies on the Homefront during World War Two.
9-12.US2.21	Evaluate Supreme Court and executive decisions to limit civil liberties and to relocate Japanese Americans and others to internment camps.

G. Affluence, Cold War, and Social Revolutions 1945-1974

Code	Standard
9-12.US2.22	Evaluate the impact of postwar demobilization and the GI Bill on economic growth, culture, and lifestyle.
9-12.US2.23	Describe the ways the United States competed with the Soviet Union culturally, economically, and politically during the Cold War, and how this competition affected postwar military and economic growth.
9-12.US2.24	Analyze various foreign policy events through the lens of the Cold War, military engagements, and covert actions during this period. These may include: • Berlin Blockade • Rise of the Communist regime in China • Korean War • Central Intelligence Agency's support of coups in Iran and Guatemala • Cuban Missile Crisis • U2 incident • Berlin Wall • Vietnam War
9-12.US2.25	Compare various ways the United States and the Soviet Union built and strengthened economic, political, and military alliances with countries during this period. These may include: • Truman Doctrine • Marshall Plan • North Atlantic Treaty Organization (NATO) • Occupation and rebuilding of Japan and West Germany • Warsaw Pact • Occupation and rebuilding of Eastern Europe
9-12.US2.26	Examine the influence of the Cold War on United States politics and society. Including:

Code	Standard
	• The House of Un-American Activities Committee • McCarthyism • The Alger Hiss Case • The Rosenberg Case
9-12.US2.27	Describe the causes and effects on American society and culture of widespread growing affluence in the post-war period, as well as groups and geographic areas that were largely left out of it.
9-12.US2.28	Analyze the American Labor Movement during the post-war period.
9-12.US2.29	Analyze the motives, strategies, methods, organizations, and impacts of various Civil Rights Movements.
9-12.US2.30	Analyze the experiences of American soldiers in Vietnam and their experiences upon returning home including how these experiences compared to previous conflicts.
9-12.US2.31	Describe the relationships between the Vietnam War, the counterculture movement, and the anti-war movement.
9-12.US2.32	Examine the various ways the counterculture critiqued United States society.
9-12.US2.33	Analyze the major features of the Great Society policy. This may include: - War on Poverty - Medicare/Medicaid - Head Start and Education Reform - Urban Renewal - Support for the Arts and Humanities - Immigration Reform - Environmental Initiatives
9-12.US2.34	Examine the causes and consequences of the constitutional crisis that led to the resignation of President Richard Nixon.
9-12.US2.35	Analyze how Vietnam and Watergate reduced American faith in government and the military and led to significant political, constitutional, and legislative reforms.

H. Economic, Political, and Social Reorganization 1974-1992

Code	Standard
9-12.US2.36	Evaluate the causes and impacts on public confidence and trust in the government's ability to solve economic and social problems, such as: • Deindustrialization • Urban decline • Migration • Stagflation • Deficit spending • Energy crisis • Racial tensions
9-12.US2.37	Evaluate the factors that impacted relationships and policies with China, Russia, Latin America, and the Middle East.
9-12.US2.38	Analyze the rise of the New Right and the Reagan Revolution including the social, cultural, and economic policies it advocated for.
9-12.US2.39	Evaluate the factors that contributed to the end of the Cold War. These may include: • American diplomacy • Military build-up • Treaties • Iran-Contra affair • Strategic Defense Initiative (Star Wars) • Support of Afghanistan • Fall of the Berlin Wall • Collapse of the USSR
9-12.US2.40	Explain the causes and consequences of the American response to Iraq's invasion of Kuwait.

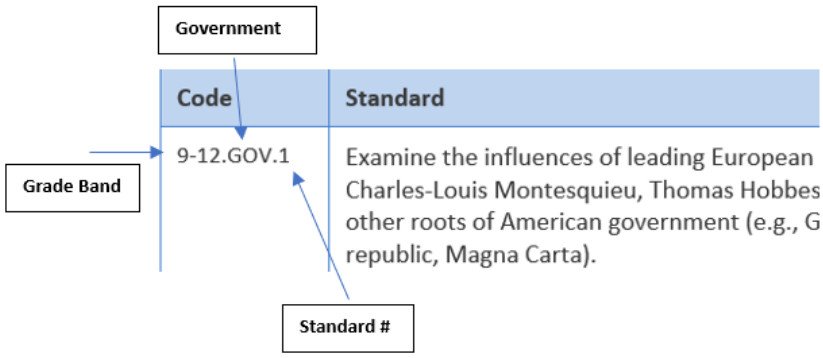
I. Globalization, Information Technology, Terrorism, Political and Social Polarization 1992-Present

Code	Standard
9-12.US2.41	Analyze the effects of globalization, free trade agreements, financial market deregulation, and the computer revolution on the economic boom of the 1990s.
9-12.US2.42	Describe some effects of key changes on United States society and labor. These may include: • Outsourcing • Robotic automation • Income disparities • Shift toward a service-based economy
9-12.US2.43	Evaluate the motivations behind domestic and non-state aligned terrorism, assess governmental responses including those after September 11, 2001, and analyze the causes, progression, and aftermath of the War on Terror in Afghanistan and Iraq.
9-12.US2.44	Evaluate how the rise of alternative media, social media, and technology, including smartphones, have affected United States culture, society, and politics.
9-12.US2.45	Examine United States policy on environmental issues.
9-12.US2.46	Evaluate the progress of civil rights and immigration issues in recent United States history.
9-12.US2.47	Evaluate the causes and consequences of the 2008 financial crisis and Great Recession.
9-12.US2.48	Evaluate the causes and impact of increasing political polarization on American politics.

J. Historical Thinking Skills

Code	Standard
6-12.HT2.1	Evaluate how historical events and developments were shaped by unique circumstances of time and place and broader historical contexts.
6-12.HT2.2	Analyze change and continuity in historical eras.
6-12.HT2.3	Use questions generated about individuals and groups to assess how the significance of their actions changes over time and is shaped by the historical context.
6-12.HT2.4	Analyze complex and interacting factors that influenced the perspectives of people during different historical eras and how those perspectives are reflected throughout history.
6-12.HT2.5	Analyze how current interpretations of the past are limited by the extent to which available historical sources represent the perspectives of people at the time.
6-12.HT2.6	Evaluate historical sources, considering authorship, strengths, limitations, potential biases, and appropriate application, while analyzing primary and secondary sources to understand their collective contribution to historical interpretation.
6-12.HT2.7	Analyze multiple and complex causes and effects of events in the past.
6-12.HT2.8	Construct historical arguments distinguishing the differences between long-term causes and triggering events using evidence from multiple relevant historical sources, perspectives, and interpretations.
6-12.HT2.9	Evaluate the central arguments in secondary works of history on related topics in multiple media in terms of their historical accuracy.

VII. AMERICAN GOVERNMENT GRADES 9-12



A. Foundations of the American Political System

Code	Standard
9-12.GOV.1	Examine the influences of leading European thinkers such as Locke and Montesquieu, as well as the influence of historical institutions such as Greek democracy, Roman republicanism, and the English legal tradition on the American Founding.
9-12.GOV.2	Examine the Declaration of Independence and American grievances against British rule.
9-12.GOV.3	Identify the strengths and weaknesses of the Articles of Confederation.
9-12.GOV.4	Analyze the Constitutional Convention of 1787, including the Great Compromise and the ensuing debate over ratification between the Federalists and Anti-Federalists.
9-12.GOV.5	Evaluate the arguments presented in the Federalist Papers, particularly Essay 10 and Essay 51, and evaluate the arguments in the Anti-Federalist Papers.
9-12.GOV.6	Describe the purposes and functions of government as outlined in the Preamble of the Constitution.
9-12.GOV.7	Describe limited government within the Constitution, including: • Checks and balances • Popular sovereignty • Rule of law • Federalism

Code	Standard
	• Separation of powers • Judicial review • Majority rule and protection of minority rights
9-12.GOV.8	Describe the structure of the Constitution and the process to amend it.
9-12.GOV.9	Analyze how the Bill of Rights limits the powers of the government and ensures individual rights.
9-12.GOV.10	Define the concepts of democracy and republic and examine the relationship between the two.
9-12.GOV.11	Understand the shared values and aspirations of Americans including liberty, egalitarianism, individualism, and laissez-faire government.
9-12.GOV.12	Evaluate the arguments within the Declaration of Independence and its definition of an ideal government.

B. Citizenship and Civic Participation

Code	Standard
9-12.GOV.13	Describe, at the national, state, and local level, what should be reasonably expected from any citizen or resident of the U.S. and explain why it is important for the well-being of the nation, including being informed on civic issues, serving in the military or alternative service, obeying the law, paying taxes, volunteering, and performing public service, respecting the rights of others, serving as a juror, and voting.
9-12.GOV.14	Compare and contrast major American political ideologies.
9-12.GOV.15	Evaluate the roles of the federal and state governments in the Civil Rights Movement.
9-12.GOV.16	Explain the role and evolution of political parties in governing and in the recruitment/election of political candidates and the importance of and difference between primaries, caucuses, and general elections.
9-12.GOV.17	Evaluate the role of the media/social media as a means of communicating information/misinformation and how it influences the importance of issues and public opinion.

Code	Standard
9-12.GOV.18	Describe the means that citizens use to responsibly participate in the political process, including campaigning, petitioning, demonstrating, running for office, lobbying, and voting.
9-12.GOV.19	Explain the requirements to be considered a natural-born U.S. citizen, and describe the process of naturalization, including the knowledge required by the Naturalization Test.
9-12.GOV.20	Explain the history and significance of dual citizenship regarding American Indians.
9-12.GOV.21	Identify and be able to engage with key officials, both elected and appointed, in the legislative, executive, and judicial branches at the federal, state, and local levels.
9-12.GOV.22	Distinguish between civil rights and civil liberties and how they are put into practice in our daily lives.
9-12.GOV.23	Evaluate the Supreme Court's interpretations of the freedoms articulated in the First Amendment, including *Schenck v. United States*, *New York Times v. United States*, *Engel v. Vitale*, *Miller v. California*, *Tinker v. Des Moines*, *Texas v. Johnson*, and *Kennedy v. Bremerton*.
9-12.GOV.24	Evaluate the Supreme Court's interpretations of freedoms in the Fourth through Eighth Amendments, including Mapp v. Ohio, Gideon v. Wainwright, and *Miranda v. Arizona*.
9-12.GOV.25	Evaluate the Supreme Court's interpretations of the freedoms in the 14th Amendment, equal protection, and due process clauses including *Plessy v. Ferguson, Roe v. Wade, Dobbs v. Jackson Women's Health Organization, Gitlow v. New York, Loving v. Virginia, Obergefell v. Hodges, and Brown v. Board of Education, 1954.*

C. Political Economy

Code	Standard
9-12.GOV.26	Explain the government's limited role in free enterprise and how that affects individual economic freedoms.
9-12.GOV.27	Evaluate the government's establishment and maintenance of the rules and institutions in which markets operate, including the establishment and

Code	Standard
	enforcement of property rights, contracts, consumer rights, labor-management relations, environmental protection, and competition in the marketplace.
9-12.GOV.28	Compare the types and purposes of taxation that are used by local, state, and federal governments to pay for services provided by the government.
9-12.GOV.29	Describe how the Federal Reserve can use monetary policy to pursue price stability, full employment, and economic growth with the goal of stabilizing the economy.

D. Function and Structure of the United States Political System

Code	Standard
9-12.GOV.30	Analyze Article I and the 17th Amendment of the Constitution as they relate to the legislative branch, including eligibility for office, roles, duties, casework, length of terms, and election to office for representatives and senators.
9-12.GOV.31	Describe the census and its role in redistricting and reapportionment, including the role of *Baker v. Carr.*
9-12.GOV.32	Identify leadership positions of the legislative branch, including majority and minority leaders, the president pro tempore, the role of the Vice president, and the Speaker of the House.
9-12.GOV.33	Describe the process of how a bill becomes law.
9-12.GOV.34	Describe the powers of United States' Congress, including appropriations, declaration of war, commerce, implied powers, confirmations, necessary and proper clauses, and powers of impeachment and oversight.
9-12.GOV.35	Analyze Article II of the Constitution as it relates to the executive branch, including appointments, oath of office, Commander-in-chief of the military, powers of the president, eligibility for office, succession (25th Amendment), executive orders, treaties, length of term (20th and 22nd Amendments).
9-12.GOV.36	Identify major departments of the executive branch, including cabinet and non-cabinet level departments and agencies, along with the development and growth of federal administrative state.
9-12.GOV.37	Explain the Electoral College system, and how it has evolved over time, and compare arguments for and against it.

Code	Standard
9-12.GOV.38	Analyze Article III of the Constitution as it relates to judicial power, including the length of terms and the jurisdiction of the U.S. Supreme Court.
9-12.GOV.39	Analyze the origin and evolution of the modern federal court structure including the Judiciary Act of 1789.
9-12.GOV.40	Explain the processes of selection and confirmation of Supreme Court justices.
9-12.GOV.41	Describe the Supreme Court's role, established by Marbury vs. Madison, in determining the constitutionality of laws and acts of the legislative and executive branches.
9-12.GOV.42	Compare and contrast different judicial philosophies including activism vs. conservatism, originalism vs. living constitution, and textualism.
9-12.GOV.43	Explain the functions, powers, interactions, and dynamic relationships among federal, state, local, and tribal governments including the roles of the 10th Amendment, *McCulloch vs Maryland*, *Gibbons vs. Ogden*, and evolution from dual federalism to cooperative federalism.
9-12.GOV.44	Analyze and discuss sovereignty and the federal responsibility the United States has with federally recognized American Indian tribes with emphasis on Idaho, such as hunting and fishing rights, and land leasing.
9-12.GOV.45	Explain the organization and powers of state and local government as described in the Constitution of the State of Idaho by analyzing legislative, executive, and judicial branches.
9-12.GOV.46	Compare the lawmaking process at the national, state, and local level.
9-12.GOV.47	Understand the structure, powers, and lawmaking process of local government (county, city, special district) by analyzing the relationships between state and local governments and the roles of regional authorities, governing boards, and commissions.
9-12.GOV.48	Compare partisan and non-partisan offices and elections.

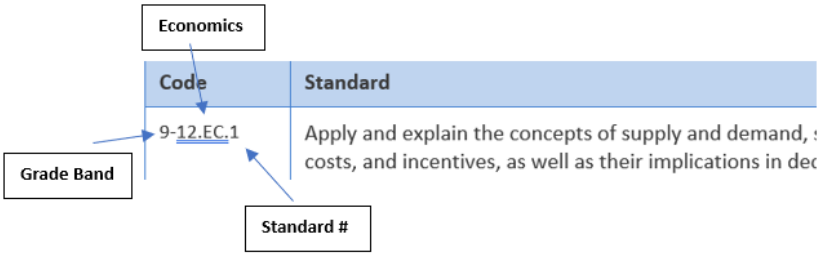
E. The American Electoral System

Code	Standard
9-12.GOV.49	Describe the evolution of voting (methods and process) and enfranchisement including key amendments (15th, 19th, 23rd, 24th, 26th) and laws (1965 Voting Rights Act) that have extended the right to vote to previously disenfranchised Americans.
9-12.GOV.50	Examine campaign finance laws and campaign funding and spending, including the impact of Supreme Court decisions, the nationalization of campaign financing, and the role of interest groups.
9-12.GOV.51	Describe the nomination and election process in American national and state elections, including the Electoral College.
9-12.GOV.52	Analyze the influence of political parties, media coverage, campaign advertising, interest groups, public opinion polls, social media, and digital communications on elections.
9-12.GOV.53	Explain the impact of reapportionment and redistricting on elections and governance.
9-12.GOV.54	Explain the role of state governments in administering elections and compare different state's voting rules and elections laws.
9-12.GOV.55	Evaluate the challenges of the election process.

F. The United States and the International System

Code	Standard
9-12.GOV.56	Compare the different forms of domestic and foreign political systems, electoral systems, economic systems, and civil societies including presidential vs parliamentary, unitary vs federal, and autocracy vs democracy.
9-12.GOV.57	Describe the characteristics of United States foreign policy and how it has been created and implemented over time.
9-12.GOV.58	Identify and evaluate the role of the United States in international organizations, agreements, treaties, and humanitarian relief efforts.
9-12.GOV.59	Evaluate the changing role of the United States in supporting democratic principles and institutions in the international system.

VIII. ECONOMICS GRADES 9-12



A. Fundamental Economic Concepts

Code	Standard
9-12.EC.1	Apply and explain the concepts of supply and demand, scarcity, opportunity costs, and incentives, as well as their implications for decision-making.
9-12.EC.2	Identify ways in which the interaction of all buyers and sellers influences prices.
9-12.EC.3	Identify how incentives determine what is produced and distributed in a competitive market system.
9-12.EC.4	Describe the factors of production.
9-12.EC.5	Analyze the various parts of the business cycle and its effect on the economy.
9-12.EC.6	Compare and contrast the characteristics of different economic systems and economic philosophies.

B. Macroeconomics and International Trade

Code	Standard
9-12.EC.7	Analyze the impact of events such as wars, industrialization, and technological developments on the business cycle.
9-12.EC.8	Explain monetary policy, fiscal policy, and the role of the Federal Reserve.
9-12.EC.9	Examine the economic implications of fiscal policy in the United States including federal taxation, spending, and the national debt.

Code	Standard
9-12.EC.10	Analyze global economic interdependence and competition.
9-12.EC.11	Apply economic concepts to explain the role of imports/exports both nationally and internationally.
9-12.EC.12	Describe the elements of entrepreneurship and successful businesses including comparative advantage, specialization, and trade.
9-12.EC.13	Identify the roles of financial markets and institutions on the economy.

C. Personal Finance

Code	Standard
9-12.EC.14	Demonstrate how to set financial goals and analyze the costs and benefits of spending decisions.
9-12.EC.15	Demonstrate procedures for opening and managing checking and savings accounts, including writing checks, managing virtual accounts, and accessing statements.
9-12.EC.16	Evaluate types of investments to determine how they meet the objectives of a personal financial plan including compound interest over time.
9-12.EC.17	Research and analyze information on credit options available to consumers.
9-12.EC.18	Demonstrate how to use comparison shopping skills to make purchasing decisions, including major purchases and college education.
9-12.EC.19	Research and report on factors that affect creditworthiness and credit scores.
9-12.EC.20	Describe how life, health, home, and auto insurance protects against loss and mitigates financial consequences.
9-12.EC.21	Analyze the federal, state, and local tax systems and how they relate to each citizen and the citizen's income and the society.
9-12.EC.22	Explain how sales and property taxes affect financial decisions in terms of both personal finances and public services provided to citizens.
9-12.EC.23	Build a monthly budget for an individual or a family given their income, savings goals, taxes, and list of fixed and variable expenses.

Code	Standard
9-12.EC.24	Identify and evaluate modern consumer skills, tools, and practices.

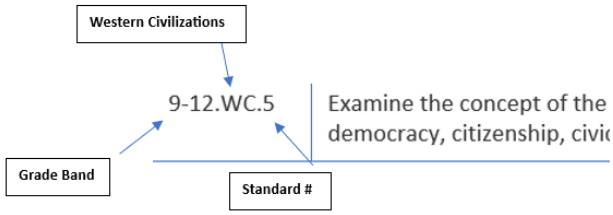
As a part of the revisions to Social Studies, a committee of educators and subject matter experts from across the state came together to create a consistent set of content standards for a course in Western Civilization. These standards are now available for schools and districts that choose to offer it. The standards span from 800 BC to 1815 AD and focus on the foundations of Western Civilization, offering guidance on key ideas, events, and figures that shaped the modern Western world.

Respectfully,

The Foundations of Western Civilization Standards Committee

Scott Arnold
Monica Church
Jim Francis
Ralph Ginorio
Vincent Kane
Samuel Lair
Karen Miller

IX. FOUNDATIONS OF WESTERN CIVILIZATION GRADES 9-12



A. Introduction to Study of Western Civilization

Code	Standard
9-12.WC.1	Explain how geography influenced the development of Western Civilization
9-12.WC.2	Explain how Western civilization is distinct from other cultures and civilizations and arose primarily from a synthesis of cultures, including, but not limited to classical Greco-Roman civilization, Judeo-Christian influence, and the cultures of northern European peoples.

B. Ancient Greece (c. 800 BC – 150 BC)

Code	Standard
9-12.WC.3	Examine the Hellenic concept of the polis in Greek city-states, including, but not limited to the ideas of democracy, citizenship, civic participation, and the rule of law.
9-12.WC.4	Analyze the causes and consequences of the Persian and Peloponnesian Wars.
9-12.WC.5	Analyze the contributions of Alexander the Great and the development of the Hellenistic world.
9-12.WC.6	Explain the significance of ancient Greek literature, including, but not limited to the *Iliad* and the *Odyssey*.
9-12.WC.7	Analyze the ideas of ancient Greek philosophers including but not limited to Socrates, Plato, Aristotle, and their impact on Western thought.

C. Ancient Rome (c. 500 BC – 500 AD)

Code	Standard
9-12.WC.8	Describe the government of the Roman Republic and its contribution to the development of democratic principles including, but not limited to separation of powers, rule of law, representative government, and civic duty.
9-12.WC.9	Describe the class system of ancient Rome, including the role of patricians, plebeians, and slaves in Roman society.
9-12.WC.10	Describe the causes and consequences of the Punic Wars on the development of the Roman Republic.
9-12.WC.11	Describe the fall of the Roman Republic, including, but not limited to, Julius Caesar taking the role of Dictator for Life.
9-12.WC.12	Describe the causes and consequences of the establishment of the Roman Empire by the Julio-Claudians, including, but not limited to the role of Augustus Caesar.
9-12.WC.13	Describe the process of Romanization and explain the characteristics of Pax Romana.
9-12.WC.14	Analyze the reasons for the gradual decline of the Western Roman Empire after the Pax Romana.
9-12.WC.15	Analyze the causes and consequences of Diocletian's reforms and Constantine the Great's establishment of "New Rome" (Constantinople) and the recognition of Christianity as a legal religion.
9-12.WC.16	Analyze the Hebrew tradition and its influence on Western Civilization.
9-12.WC.17	Explain the expulsion of the Jewish people from their homeland and the subsequent Jewish diaspora.
9-12.WC.18	Analyze the Hebrew and Classical origins and central features of early Christianity, including key people, texts, events, and major teachings.
9-12.WC.19	Analyze the impact of Christianity on Classical culture and society and the formation of the Catholic Church.

D. The Middle Ages (c. 330 AD – 1450 AD)

Code	Standard
9-12.WC.20	Identify key figures of the Byzantine Empire, including but not limited to Justinian and Theodora, and explain their contributions to its history and culture.
9-12.WC.21	Describe the orders of medieval social hierarchy, the changing role of the Church, the emergence of feudalism and the development of feudal obligations.
9-12.WC.22	Explain the importance of Christian monasteries and convents as centers of education, missionary activity, economic productivity, and political power, including, but not limited to the contributions of St. Benedict and Pope Gregory the Great.
9-12.WC.23	Identify key figures, artistic and intellectual achievements of the medieval period in Western Europe, (e.g. Thomas Aquinas, Hildegard von Bingen, Dante, Gothic architecture, scholasticism, etc.).
9-12.WC.24	Explain how Charlemagne reshaped and redefined medieval Europe.
9-12.WC.25	Explain the reintroduction of Classical thought from the Islamic World into Christendom.
9-12.WC.26	Analyze the causes and consequences of the Crusades and Reconquista on Christian, Muslim, and Jewish populations.
9-12.WC.27	Describe the emergence, tenets, and expansion of Islamic Civilization under the Caliphates.
9-12.WC.28	Analyze the causes and consequences of the Norman Conquest of England.
9-12.WC.29	Analyze the relationships between the Papacy and the European monarchs.
9-12.WC.30	Explain key developments in medieval English legal and constitutional history, including the impact of the Magna Carta on limiting the monarch's power, the development of a Parliament, establishing the rule of law, and securing the right to trial by jury.

E. The Renaissance and Reformation (c. 1450 AD – 1600 AD)

Code	Standard
9-12.WC.31	Explain humanism and describe how Thomas Aquinas's writings influenced humanistic thought and fostered a balance between reason and faith.
9-12.WC.32	Analyze the ideas of Renaissance and Northern humanism.
9.12.WC.33	Analyze the significance of Renaissance art, including, but not limited to: • Leonardo da Vinci • Michelangelo • Brunelleschi • Raphael
9-12.WC.34	Analyze Johannes Gutenberg's printing press and its effect on society (e.g. growth of literacy and the dissemination of ideas).
9-12.WC.35	Summarize religious reforms associated with key figures and movements, including, but not limited to, Luther, Calvin, Zwingli, Henry VIII, John of Leyden, Ignatius of Loyola (Jesuits), and the Council of Trent, and analyze the effects of the Reformation and Counter-Reformation on Europe.
9-12.WC.36	Analyze the causes and consequences of the fall of Constantinople.

F. The Age of Discovery and Scientific Revolution (c. 1400 AD – 1700 AD)

Code	Standard
9-12.WC.37	Analyze the Golden Age of the Tudor dynasty including, but not limited to Queen Elizabeth I, the works of William Shakespeare, the defeat of the Spanish Armada, and the rise of English power in Europe.
9-12.WC.38	Analyze the causes and consequences of the Thirty Years' War.
9.12.WC.39	Analyze the causes and consequences of the Age of Discovery and the rise of European Empires.
9-12.WC.40	Identify the major contributions of individuals associated with the Scientific Revolution, including, but not limited to Copernicus, Kepler, Galileo, Newton, Bacon, and Descartes.
9-12.WC.41	Analyze the causes and consequences of the English Civil War and the Glorious Revolution.

G. The Enlightenment and the Age of Revolution (c. 1600 AD – 1815 AD)

Code	Standard
9-12.WC.42	Identify the characteristics of Absolutism and Divine Right of Kings (e.g. Louis XIV, James I, Charles I).
9-12.WC.43	Analyze the ideas and effects of the major ideas of Enlightenment philosophers including, but not limited to: • Thomas Hobbes • John Locke • Voltaire • Baron de Montesquieu • Jean-Jacques Rousseau • Adam Smith
9-12.WC.44	Analyze the causes and consequences of the Second Agricultural Revolution and the early Industrial Revolution.
9-12.WC.45	Analyze the extent to which the Enlightenment influenced the American and French Revolutions.
9-12.WC.46	Analyze the major events of the French Revolution (e.g., storming of the Bastille, execution of Louis XVI, reign of terror), and trace the evolution of France's government from constitutional monarchy to democratic despotism.
9-12.WC.47	Analyze the causes and consequences of the Napoleonic Era.
9-12.WC.48	Evaluate the significance of the Congress of Vienna and the Concert of Europe in reshaping Europe after the Napoleonic Wars.
9-12.WC.49	Explain how the American experiment emerged from the traditions of the West.

For Questions Contact
Content and Curriculum
Dr. Scott Thunstrom, Director
Idaho Department of Education
650 W State Street, Boise, ID 83702
208 332 6800 | www.sde.idaho.gov

SUBJECT

Proposed Rule – Docket No. 08-0205-2501, Rules Governing Pay for Success Contracting

REFERENCE

August 2016	Board Approved Proposed rule, Docket 08-0205-1601, outlining the newly established Idaho code 33-125B in rule.
November 2016	Board Approved Pending rule, Docket 08-0205-1601, outlining the newly established Idaho code 33-125B in rule.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-125B
Idaho Administrative Code, IDAPA 08.02.05, Rules Governing Pay for Success Contracting
Idaho Code Title 67, Chapter 52, Idaho Administrative Procedures Act

BACKGROUND

Administrative rules promulgated under the Board's authority include IDAPA 08, IDAPA 55, and IDAPA 47.

Executive Order 2020-01, *Zero Based Regulations*, created an ongoing review process for all existing rules as of June 30, 2020. Each rule chapter is required to be reviewed by the agency that promulgated the rule, according to a schedule established by the Division of Financial Management (DFM), no later than legislative adjournment *sine die* in 2026. HB563 (2024) amended Section 67-5292, Idaho Code to establish an ongoing five-year cycle for review of all administrative rules. The Office of the Administrative Rules Coordinator will publish a schedule for rule review prior to the expiration of Executive Order 2020-01.

DISCUSSION

Notice of Intent to Promulgate Rules regarding Docket No. 08-0205-2501 – IDAPA 08.02.05, *Rules Governing Pay for Success Contracting*, was published in the June 4, 2025 (Vol 25-6) *Idaho Administrative Rules Bulletin*.

The rule was promulgated and structured around statute 33-125B, Idaho Code. 33-125B and the rule have not been utilized by the State Department of Education in recent years, if ever. Additionally, IDAPA 08.02.05 is scheduled for review as part of the *Zero Based Regulation* review process established by Executive Order 2020-21. The process requires a full chapter evaluation to determine how it may be improved, simplified, and streamlined. Any provisions duplicative of statutory language will also be removed. For this reason, this rulemaking action proposes to repeal the rule in its entirety.

Board staff has worked closely with the primary stakeholders to gather feedback on the proposed changes. The proposed amendments, drafted after feedback was gathered, are presented in Attachment 2.

IMPACT

If the State Board of Education approves the proposed rule, it will be submitted to the Division of Financial Management Office of the Administrative Rules Coordinator and will be published as a proposed rule.

A 21-day public feedback period follows the publication of proposed rules. During this time, stakeholders and members of the public may provide additional feedback on the drafted text. Once approved, pending rules will be submitted for final publication and are then forwarded to the Legislature for consideration. Pending rules become effective at the end of the legislative session in which they are submitted if they are not rejected by the Legislature.

ATTACHMENTS

Attachment 1 – Notice of Proposed Rulemaking
Attachment 2 – Proposed Rule Docket No. 08.0205.2501, Rules Governing Pay for Success Contracting

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of proposed rule Docket Number 08.0113.2501, as presented in Attachment 2.

BOARD ACTION

I move to approve proposed rule – Docket Number 08.0205.2501, as submitted in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAPA 08 – STATE BOARD OF EDUCATION

08.02.05 - RULES GOVERNING PAY FOR SUCCESS CONTRACTING

DOCKET NO. 08-0205-2501

NOTICE OF RULEMAKING - PROPOSED RULE

AUTHORITY: In compliance with Section 67-5221(1), Idaho Code, notice is hereby given that this agency has initiated proposed rulemaking procedures. The action is authorized pursuant to section 33-125b, Idaho Code.

PUBLIC HEARING SCHEDULE: Public hearing(s) concerning this rulemaking will be scheduled if requested in writing by twenty-five (25) persons, a political subdivision, or an agency, not later than October 15, 2025.

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

DESCRIPTIVE SUMMARY: The following is a nontechnical explanation of the substance and purpose of the proposed rulemaking:

The rule was promulgated and structured around statute 33-125B, Idaho code. 33-125B and the rule has not been utilized by the State Department of Education in recent years or possibly ever. Additionally, IDAPA 08.02.05 is scheduled for review in reference to the Zero Based Regulation review process brought forth by Executive Order 2020-21. The process requires full chapter evaluation of how it can be improved, simplified, and streamlined. Any provisions duplicative of statutory language will also be removed. For this reason, the action of this rule is to repeal the rule in its entirety.

FEE SUMMARY: The following is a specific description of the fee or charge imposed or increased: NA

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

NEGOTIATED RULEMAKING: Pursuant to Section 67-5220(1), Idaho Code, negotiated rulemaking was conducted. The Notice of Intent to Promulgate Rules - Negotiated Rulemaking was published in the June 4, 2025 Idaho Administrative Bulletin, Volume 25-6

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

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

DATED this 21st day of August

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

08.02.05 – RULES GOVERNING PAY FOR SUCCESS CONTRACTING

000. LEGAL AUTHORITY.

In accordance with Sections 33-125B(8), Idaho Code, the State Board of Education may promulgate rules implementing the provisions of Section 33-125B, Idaho Code. (3-15-22)

001. SCOPE.

These rules constitute the requirements for Pay for Success Contracting. (3-15-22)

002. – 009. (RESERVED)

010. DEFINITIONS.

01. Board. The State Board of Education. (3-15-22)

02. Department. The State Department of Education. (3-15-22)

03. Oversight Committee. Committee formed pursuant to Section 33-125B(6), Idaho Code, to evaluate pay for success contracting proposals. (3-15-22)

04. Pay for Success Contracting. Contracting for services with private entities whereby services are reimbursed based on the achievement of outcomes pursuant to Section 33-125B, Idaho Code. (3-15-22)

011. – 100. (RESERVED)

101. INITIATING CONTRACTING.

01. Two Routes for Initiating Contracting. Contracting may be initiated through two (2) separate routes. (3-15-22)

a. Initiated by Department. The Department may issues a request for information upon identification of a need for a service; or (3-15-22)

b. Initiated by interested party. An interested party or service provider may identify a need for service and submit a proposal to the State Department of Education. Proposals must include a letter of intent to participate in a pay for success contract and must include the following information: (3-15-22)

i. Special service(s) that the service provider will provide; (3-15-22)

ii. How the services will enhance student academic achievement; (3-15-22)

iii. Source of education funding from which savings will be realized; (3-15-22)

iv. Identity of one (1) or more qualified external evaluators; (3-15-22)

v. Provide external evaluator's qualifications and expertise as required pursuant to Section 33-125B, Idaho Code; and (3-15-22)

vi. Identify local education agencies (LEA) that have expressed interest in participating in the service and documentation that LEA meets the requirements pursuant to Section 33-125B, Idaho Code. (3-15-22)

02. Additional Information. As part of the review process, the oversight committee may request additional information. (3-15-22)

03. Format. Proposals may be submitted in electronic or hard copy format. (3-15-22)

~~**102. PROPOSAL EVALUATION.**~~

~~**01. Timeline**. (3-15-22)~~

~~**a.** Within five (5) business days of receipt of the complete proposal, the proposal will be forwarded electronically to the oversight committee. (3-15-22)~~

~~**b.** After receiving the proposal, the oversight committee will determine if additional information is needed to evaluate the proposal. The oversight committee will request additional information from the interested party within thirty (30) days of receiving the initial proposal. (3-15-22)~~

~~**c.** The interested party shall respond to a request for additional information within fifteen (15) days of receiving the request. (3-15-22)~~

~~i. Requests for additional response time may be granted at the discretion of the oversight committee. (3-15-22)~~

~~ii. If the interested party fails to respond or additional information is not received within the specified time, the oversight committee may reject the proposal without further consideration. (3-15-22)~~

~~**d.** The oversight committee shall hold an initial meeting either in person, telephonically, or by other means, to consider the merits of the proposal within forty-five (45) days of receipt of the proposal. (3-15-22)~~

~~**e.** The oversight committee chair shall inform the Department designated staff person, and the interested party, of its decision on a proposal within ninety (90) days of receipt of the complete proposal. (3-15-22)~~

~~**02. Oversight Committee Action**. Following consideration of a proposal, the oversight committee shall take one (1) of the following actions: (3-15-22)~~

~~**a.** Require the Department to start negotiations with the interested party; (3-15-22)~~

~~**b.** Require the Department to start negotiations with the interested party, subject to conditions imposed by the oversight committee; (3-15-22)~~

~~**c.** Reject the proposal with suggestions for improving the proposal prior to considering resubmittal, or; (3-15-22)~~

~~**d.** Reject the proposal. (3-15-22)~~

~~**03. Proposal Resubmittal**. Proposals that have been rejected may be resubmitted for consideration if amendments have been made to the proposal or additional information has been added for the oversight committee's consideration. (3-15-22)~~

~~**103. CONTRACT NEGOTIATIONS.**~~

~~**01. Negotiation Teams**. Contract negotiations for accepted proposals shall involve the following individuals: (3-15-22)~~

~~**a.** The Department chief budget officer or designee; (3-15-22)~~

~~**b.** One (1) or more individuals with a background in complex financial instruments; (3-15-22)~~

~~**c.** One (1) or more individuals with a background in complex financial instruments, at least one (1) of which will be from the state treasurer's office or the state endowment fund board; (3-15-22)~~

~~**d.** One (1) or more financial officers from a local education agency. In the event a local education agency has already been identified to participate in the proposal, the chief financial officer for the local education agency shall participate. (3-15-22)~~

~~**e.** One (1) or more individuals representing the interested party. (3-15-22)~~

~~**02. Negotiation Timeline**. Negotiations shall be completed within ninety (90) days unless extended by the oversight committee. To be extended by the oversight committee, the committee must determine that all parties have made a best effort to negotiate the contract. (3-15-22)~~

~~**03. Negotiation Updates**. The Department shall provide regular contract negotiation updates to the oversight committee, not less than every thirty (30) days during contract negotiations. Failure to negotiate mutually agreeable terms within ninety (90) days shall be reported to the oversight committee. The committee may extend the timeline for negotiations, appoint a new negotiations team or terminate the negotiations. (3-15-22)~~

~~**04. Time Tracking**. State employees' time spent on the evaluation or negotiation shall be tracked and recorded on a per proposal basis and be provided to the oversight committee, or to other interested parties upon request. (3-15-22)~~

~~**104. CONTRACT MONITORING.**~~
~~Contract monitoring reports will be submitted to the oversight committee by the Department in a timeline and format established by the oversight committee. (3-15-22)~~

~~**105. -- 999. (RESERVED)**~~

SUBJECT

Proposed Rule – Docket No. 55-0103-2501 Rules of Career Technical Schools

REFERENCE

August 2023	Board approved proposed rule, Docket 55-0103-2301. Zero-Based Regulations review
November 2023	Board approved proposed rule, Docket 55-0103-2301. Zero-Based Regulations review

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 55.01.03, Rules of Career Technical Schools
Idaho Code Title 67, Chapter 52, Idaho Administrative Procedures Act
Section 33-1002G, Idaho Code and Sections 33-2202 through 33-2205, Idaho Code
Executive Order 2020-01

BACKGROUND

Administrative rules promulgated under the Board's authority include IDAPA 08, IDAPA 55, and IDAPA 47.

Executive Order 2020-01, *Zero Based Regulations*, created an ongoing review process for all existing rules as of June 30, 2020. Each rule chapter is required to be reviewed by the agency that promulgated the rule according to a schedule, established by the Division of Financial Management (DFM), no later than legislative adjournment *sine die* in 2026. HB563 (2024) amended Section 67-5292, Idaho Code to establish an ongoing five-year cycle for review of all administrative rules. The Office of the Administrative Rules Coordinator will publish a schedule for rule review prior to the expiration of Executive Order 2020-01.

DISCUSSION

Notice of Intent to Promulgate Rules regarding Docket No. 55-0103-2501,*Rules of Career Technical Schools*, was published in the June 4, 2025 (Vol 25-6) *Idaho Administrative Rules Bulletin*.

This amendment would remove an unnecessary term that is federally defined as part of the Perkin V program to align with federal changes. The proposed amendment removes the definition of the term "concentrator." and the reference within the definition of "participation." The current methodology references enrolled concentrator students in a capstone course, even though students enrolled in such courses already meet the definition of a concentrator.

IMPACT

If the State Board of Education approves the proposed rule, it will be submitted to the Division of Financial Management Office of the Administrative Rules Coordinator and will be published as a proposed rule.

A 21-day public feedback period follows the publication of proposed rules. During this time, stakeholders and members of the public may provide additional feedback on the drafted text. Once approved, pending rules will be submitted for final publication and are then forwarded to the Legislature for consideration. Pending rules become effective at the end of the legislative session in which they are submitted, if they are not rejected by the Legislature.

ATTACHMENTS

Attachment 1 - Notice of Proposed Rulemaking
Attachment 2 - Proposed Rule Docket 55-0103-2501 Rules of Career Technical Schools

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of proposed rule Docket Number 55-0103-2501, as presented in Attachment 2.

BOARD ACTION

I move to approve proposed rule – Docket Number 55-0103-2501 as submitted in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAPA 55 – DIVISION OF CAREER TECHNICAL EDUCATION

55.01.03 – RULES GOVERNING OF CAREER TECHNICAL CENTERS

DOCKET NO. 55-0103-2501

NOTICE OF RULEMAKING - PROPOSED RULE

AUTHORITY: In compliance with Section 67-5221(1), Idaho Code, notice is hereby given that this agency has initiated proposed rulemaking procedures. The action is authorized pursuant to sections 33-101, 33-105, 33-107, 33-1002G, 33-1629, 33-2202, 33-2207, and 33-2211 in Idaho Code.

PUBLIC HEARING SCHEDULE: Public hearing(s) concerning this rulemaking will be scheduled if requested in writing by twenty-five (25) persons, a political subdivision, or an agency, not later than October 15, 2025.

The hearing site(s) will be accessible to persons with disabilities. Requests for accommodation must be made not later than one (1) day prior to the hearing, to the agency address below.

DESCRIPTIVE SUMMARY: The following is a nontechnical explanation of the substance and purpose of the proposed rulemaking:

This amendment would remove an unnecessary term that is federally defined as part of the Perkin V program to align with federal changes. The proposed amendment removes the definition of the term concentrator and the reference to the term concentrator from the definition of participation. The current methodology references enrolled concentrator students in a capstone course because the students in a capstone course already meet the definition of a concentrator.

FEE SUMMARY: The following is a specific description of the fee or charge imposed or increased: NA

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

NEGOTIATED RULEMAKING: Pursuant to Section 67-5220(1), Idaho Code, negotiated rulemaking was conducted. The Notice of Intent to Promulgate Rules - Negotiated Rulemaking was published in the June 4, 2025 Idaho Administrative Bulletin, Volume 25-6

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

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

DATED this 21st day of August

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

55.01.03 – RULES OF CAREER TECHNICAL CENTERS

000. LEGAL AUTHORITY.
Sections 33-1002G and 33-2202 through 33-2212, Idaho Code. (7-1-24)

001. SCOPE.
These rules serve the administration of Career Technical centers in Idaho and define the duties of the State Division of Career Technical Education. (7-1-24)

002. -- 004. (RESERVED)

005. DEFINITIONS.

01. Administrator. A designated school administrator, holding a career technical education program administrator certificate pursuant to IDAPA 08.02.02, "Rules Governing Uniformity," Subsection 015.04.b., and who oversees and monitors the career technical center programs and is responsible for ensuring the school meets all applicable federal, state, and local school district regulations, rules, and policies. (7-1-24)

02. Capstone Course. A culminating course that requires students to demonstrate the knowledge and skills learned throughout their program of study. (7-1-24)

~~**03. Concentrator Student**. A student enrolled in the career technical education program capstone course.~~ ~~(7-1-24)~~( ) Field Code Changed

043. Division. The Division of Career Technical Education. (7-1-24)

054. Enrollment Units. The total number of individual EDUIDs that are reported as enrolled during the previous academic year in a qualifying capstone course, as determined by the division. (7-1-24)

067. Intermediate Course. A course beyond the introductory level that adds to the technical competencies of pathway students, is intended to serve as a prerequisite for a capstone course and is offered in grades 9 through 12. (7-1-24)

078. Participation ~~Data~~. The number of technical skills assessments taken by enrolled ~~concentrator~~ students as part of each required capstone course during the previous academic year. (7-1-24)

089. Technical Skills Assessment. An assessment given at the culmination of a pathway program during the capstone course and measures a student's understanding of the technical requirements of the occupational pathway. (7-1-24)

109. Work-based Learning Course. A paid or unpaid, internship, clinical, or apprenticeship that is delivered as part of a Career Technical center program of study. This course must be delivered in conjunction with or after completion of a capstone course. Work-based learning courses must be tied to the program of study, and must be formalized through a written agreement between the school, industry partner, parent, and student. (7-1-24)

(BREAK IN CONTINUITY OF SECTIONS)

SUBJECT

2025 Idaho Comprehensive Mathematics Plan

REFERENCE

February 2024	Board received and reviewed the 2023 Math Work Group Report, including the priority recommendation to develop an Idaho Comprehensive Math Plan.

APPLICABLE STATUTE, RULE OR POLICY

Idaho Code § 33-1627

BACKGROUND/DISCUSSION

In February 2024, when the Board reviewed the 2023 Math Work Group Report, the Board supported the work group's priority recommendation to develop an Idaho Comprehensive Math Plan. In October 2024, the Comprehensive Math Plan Work Group (work group) was established to complete this work, with Board Member Cindy Siddoway as Chair of the work group and Dr. Linda Clark (Board President at the time) as an additional member.

The work group includes twenty-eight (28) individuals from across Idaho, including staff from state agencies (State Board of Education, State Department of Education, Division of Career Technical Education, and STEM Action Center), K-12 educators, and higher education mathematics experts (including representation from the Regional Math Centers). When the work group was divided into subgroups focused on specific portions of the plan's development, it was determined that more support would be needed. As a result, thirteen (13) additional representatives from state agencies and higher education were recruited to support the subgroups.

The work group has held eight (8) meetings since November 2024 and has engaged in additional work sessions. The Idaho Comprehensive Math Plan (CMP) has been developed using a collaborative approach: content was outlined and drafted by subgroups, the full work group provided detailed feedback, and Alison Henken, K-12 Accountability and Projects Program Manager at the State Board of Education, served as both editor and final writer.

The work group decided to build the CMP to be consistent with the state's Comprehensive Literacy Plan in organization and layout. Following two sections that provide context and foundational information, the plan focuses on outlining goals and next steps for stakeholder groups to complete to improve mathematical outcomes in Idaho. The goals and next steps are organized into the same four (4) Essential Elements included in the Comprehensive Literacy Plan: Collaborative Leadership, Developing Professional Educators, Assessment and Data, and Effective Instruction and Interventions.

In addition to the CMP, the work group is currently finalizing a companion document, the Idaho Mathematics Instructional Guide, which is designed to

provide educators with a cohesive outline of the state's expectations for evidence-based mathematics instruction and interventions. The Mathematics Instructional Guide will be brought to the Board for review and adoption no later than the Board's December 2025 meeting.

IMPACT

This is the first Idaho Comprehensive Mathematics Plan. The Comprehensive Mathematics Plan is not incorporated by reference in state statute or rule. Approval will establish clear goals and strategies to improve K-12 mathematics outcomes statewide, including responsibilities of the state, school districts, schools, institutions of higher education, and the broader community. To the extent feasible based on available resources, partnering state agencies will be expected to align their work in supporting mathematics to the Comprehensive Mathematics Plan.

ATTACHMENTS

Attachment 1 – Idaho Comprehensive Mathematics Plan, 2025

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The collaborative process used to develop the Idaho Comprehensive Mathematics Plan has resulted in a document that provides strategic guidance to stakeholders in a clear, concise manner. All stakeholders involved have expressed support for the document and intention to immediately integrate it into their work.

State Board and State Department staff will collaboratively ensure the CMP is distributed, and will strongly encourage districts, schools, and other stakeholders to align their efforts with the CMP. The CMP also serves as a foundational document for potential changes to statute or expansion of the Math Initiative should the legislature provide additional funding.

State Board of Education staff are committed to putting the Comprehensive Mathematics Plan on a regular update cycle, with the next version scheduled for 2031, with subsequent versions to be released every five years.

Board staff recommends approval.

BOARD ACTION

I move to adopt the Idaho Comprehensive Mathematics Plan as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Comprehensive Mathematics Plan

Kindergarten through 12th Grade

August 2025





Idaho State Board of Education

P.O. BOX 83720, BOISE, ID 83720-0037
208-334-2270

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Suggested citation:

Henken, A. (2025). *Comprehensive Mathematics Plan: Kindergarten through 12th grade, August 2025*. Idaho State Board of Education.

SECTION I:

INTRODUCTION

IDAHO'S MATH INITIATIVE & THE COMPREHENSIVE MATHEMATICS PLAN

The Goal of Idaho's Math Initiative

The Idaho Math Initiative was established in 2008 in recognition that "mathematical skills are increasingly important to the future academic and career success of students" and improvements in math outcomes are necessary to meet the needs of Idaho's economy.[1] This document aims to expand and modernize the Math Initiative with a renewed focus on a single goal: creating systems and supports to ensure all Idaho students receive high quality math instruction and develop mathematical thinking and proficiency that empowers their future success. The Math Initiative's success will be evidenced by continued growth in meeting the following performance targets:

- The Idaho Consolidated State Plan long-term academic achievement goals for Mathematics (Idaho Standards Achievement Test- ISAT) ; and
- the State Board of Education's Strategic Plan Performance Measures for Mathematics.

Idaho's Math Initiative: Foundational Frameworks

To support the success of Idaho's Math Initiative, the State Board of Education and State Department of Education have identified specific frameworks that are foundational to our work. Together, the Idaho Comprehensive Mathematics Plan and the Idaho Mathematics Instructional Guide are designed to set a vision and direction for the Math Initiative. These documents are complementary and intended to build alignment across our efforts to improve math instruction and student outcomes. Each of the documents has a distinct purpose and intended audience:

Document	Audience(s)	Focus	Purpose
Idaho Comprehensive Mathematics Plan	All stakeholders: state policymakers, state agencies, districts, schools, classrooms, parents/guardians, and the community	Policy & Systems	Align state, district, and local efforts in support of Idaho's Math Initiative.
Idaho Mathematics Instructional Guide	Educators: District and school leaders, instructional coaches, classroom teachers, and paraprofessionals	School-level Instruction & Interventions	Provide clear guidance on the state's expectations for high quality math instruction and interventions.

The Idaho Mathematics Instructional Guide describes the evidence-based teaching strategies in the Idaho Mathematics Instructional Framework. These strategies support students in developing mathematical proficiency. Idaho has adopted the following definition of mathematical proficiency:

> Mathematical proficiency is the ability to productively solve problems through demonstration of five interwoven and interdependent capacities: conceptual understanding, procedural fluency, strategic competence, adaptive reasoning,

[1] Idaho Code Section 33-1627

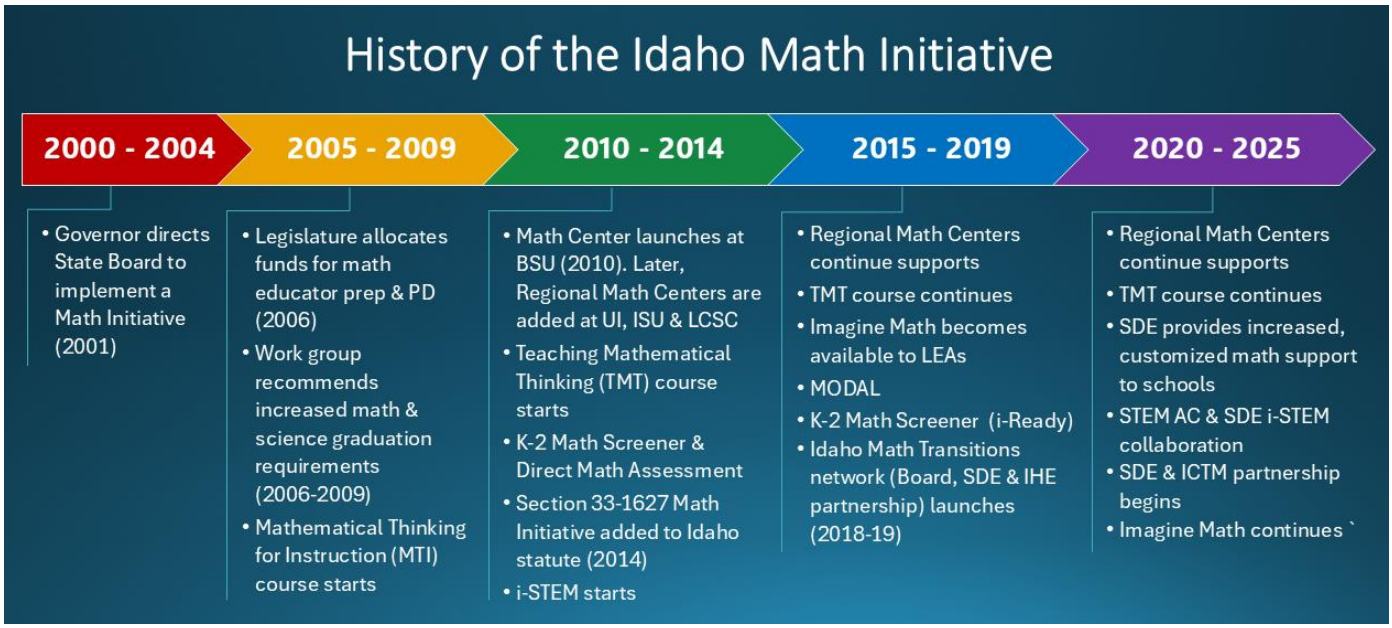
and productive disposition. [2] Students demonstrate their mathematical proficiency by mastering the Idaho State Content Standards in Mathematics.

The mathematics capacities established by the National Research Council as the 5 Mathematical Proficiencies are referred to in this document as strands of the Idaho Math Rope, and are described in detail in *Section II: Developing Mathematical Thinking and Proficiency*. Additionally, while we recognize that "mathematics" is the proper academic terminology, to support concise descriptions and ease of reading, we will be using the terms mathematics and math as direct synonyms in our documents.

Where We Are Now

The Idaho Comprehensive Mathematics Plan represents the culmination of work completed by state agencies, partnering universities and contractors, and advisory groups over the past twenty five years. Our current efforts to improve students' mathematical thinking and proficiency are built upon efforts that began in 2001 and have continued to increase and expand, with particular emphasis given in the last five years as we experienced and came out of the pandemic. The Comprehensive Mathematics Plan and Mathematics Instructional Guide are designed to consolidate the work that has been done, build upon it, and push it into a new phase where all stakeholders push together with a greater intensity. To ensure our plan and efforts remain current and relevant, the State Board of Education has committed to reviewing and updating the Comprehensive Mathematics Plan every five years.

The timeline below represents the history of Idaho's Math Initiative. This timeline highlights the most impactful events, but does not include every action taken.



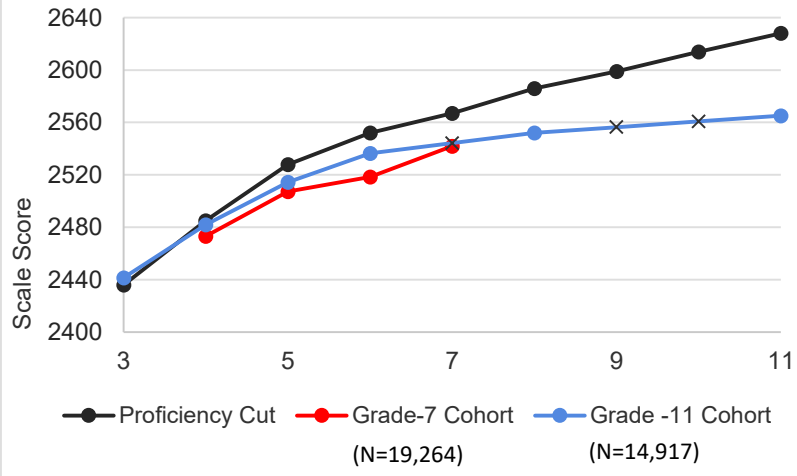
[2] National Research Council, 2001

Need for Focus on Mathematical Teaching and Learning

As demonstrated in *Section IV: Data*, Idaho's current outcomes reveal systemic challenges that must be addressed to ensure all K-12 students acquire the mathematical thinking and proficiency needed to prepare them for college and career success.

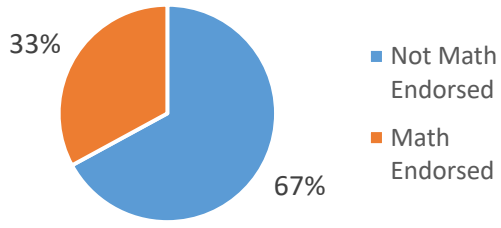
Several data reviews have revealed a troubling trend – as Idaho students progress through our public education system, the percentage scoring proficient in math decreases. Figure 1 illustrates this pattern by comparing the average ISAT Math scale scores of the 2024 Grade 7 and Grade 11 cohorts to the proficiency cut scores by grade. As students move into upper grades, the average scale score continues to diverge from the proficiency cut, indicating that increasing numbers of students are struggling to meet grade level expectations each year.

Figure 1: ISAT Math Average Scale Score vs. Proficiency Cut, by Cohort



This persistent decline underscores the importance of core instruction grounded in evidence-based instructional strategies. Effective core instruction provided by well-prepared teachers is critical for students to develop strong foundational math skills and engage in deeper mathematical thinking. Despite the need for teachers to have specialized math expertise, credentialing data reveals that the majority of teachers providing instruction in grades 6 through 8 are doing so with a K-8 generalist certificate and no mathematics endorsement.

Figure 2: Endorsements of Grade 6-8 Math Teachers



The impacts of the pandemic on student learning remain evident. Even when groups of students have proficiency rates near pre-pandemic levels, a greater proportion of those not proficient are scoring Below Basic – the lowest category – than prior to the pandemic. This shift highlights an urgent need for sustained mathematics support as students progress into higher grades. Unfortunately, the funding available to districts and schools has not kept pace with this growing need. We must renew and expand our efforts to improve mathematics teaching and learning for all students, with an emphasis on interventions for students in need of individualized support. Our goals and next steps are outlined in *Section III: Essential Elements*.

SECTION II:

DEVELOPING MATHEMATICAL THINKING AND PROFICIENCY

Purpose of This Section

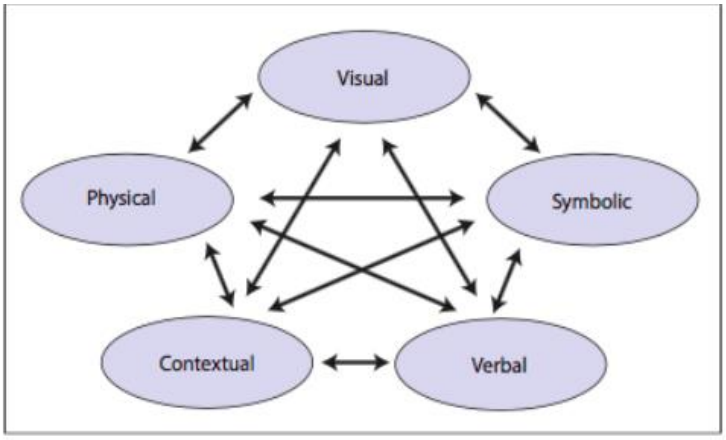
Mathematical thinking and proficiency develop over time, beginning in early childhood and continuing throughout a students' educational journey.

This section grounds the meaning of mathematical proficiency in the Idaho Math Rope and the Idaho Standards for Mathematical Practice. It also provides a high level overview of the typical learning progression of mathematical concepts as students prepare for and move through the K-12 educational system.

THE DEVELOPMENT OF MATHEMATICAL THINKING AND PROFICIENCY

What is Mathematics?

Mathematics is a "way of knowing" that includes reasoning processes and the ability to solve problems.[3] Students can use mathematical models and justifications to understand, question, and critique the world around us.[4]

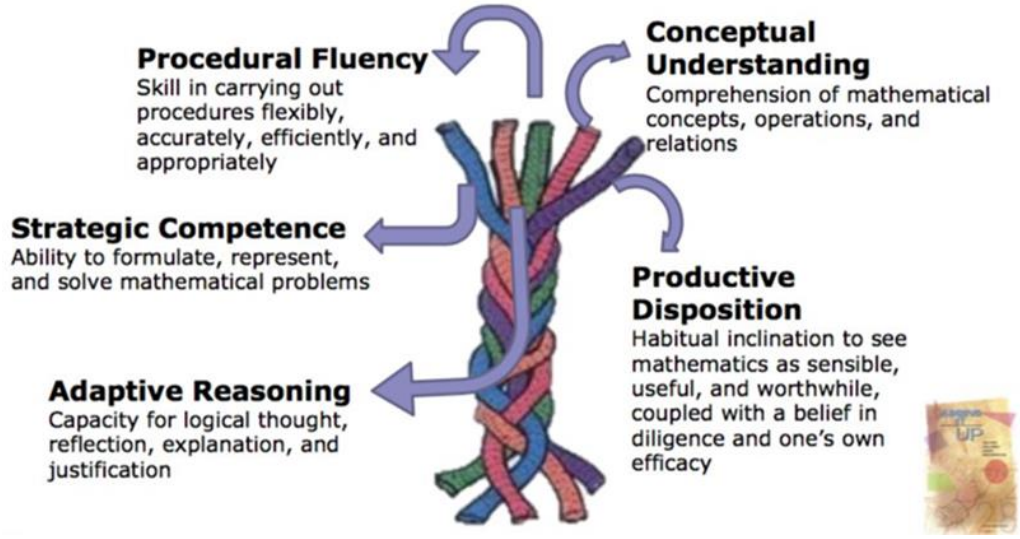


Visual, symbolic, verbal, contextual and physical representations serve as essential tools for students to process, communicate, and connect mathematical ideas.

When students regularly engage in representing their thinking in multiple ways and making connections across those representations, they build deeper conceptual understanding and strengthen their ability to solve complex problems.[5]

THE IDAHO MATH ROPE[6]

In *Adding It Up*, the National Research Council advocates for viewing mathematical proficiency as five interwoven and interdependent strands. Within our Math Initiative documents, we are adopting the 5 Strands of Mathematical Proficiency as the Idaho Math Rope.

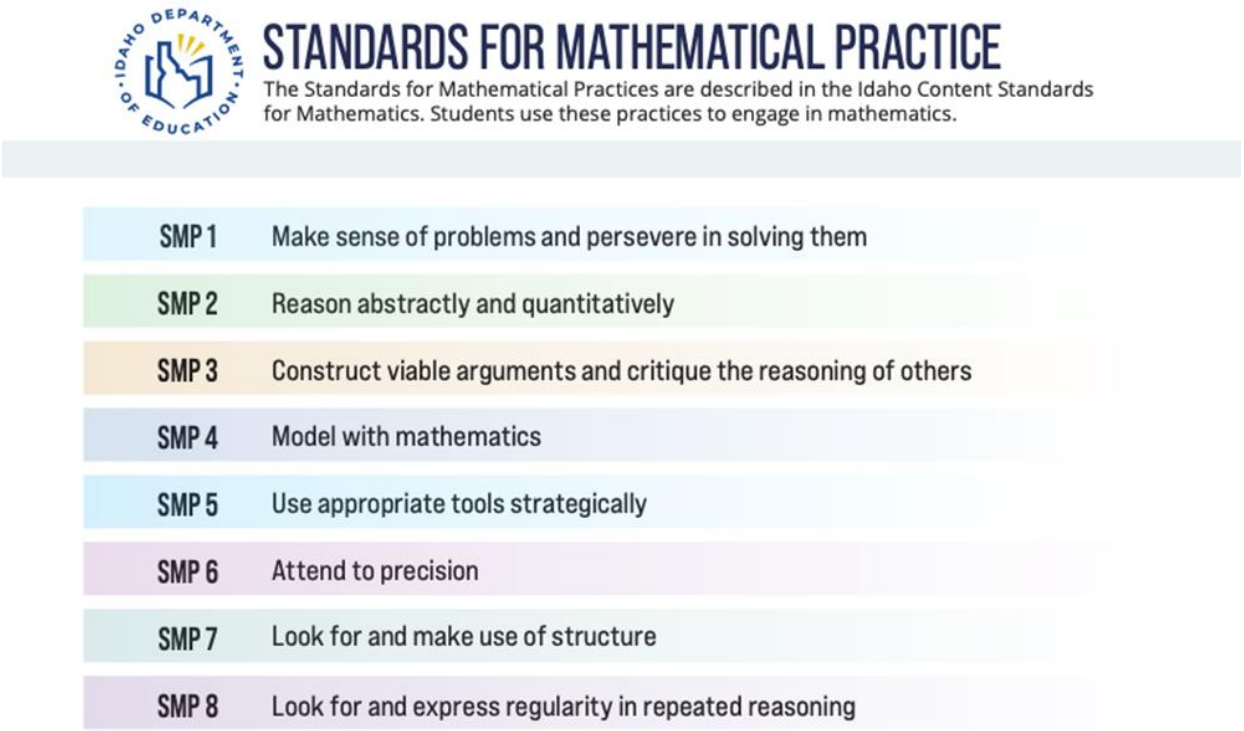


[3] Idaho State Board of Education, 2021
[4] National Council of Teachers of Mathematics, 2020
[5] National Council of Teachers of Mathematics, 2014
[6] National Research Council, 2001

Like Scarborough's Reading Rope, which shows how multiple strands work together for reading proficiency, mathematics learning also involves interwoven strands. But unlike reading, mathematical proficiency is not about a fixed sequence of skills— it's about developing flexible, connected understanding. A deep mathematical understanding allows learners to connect pieces of knowledge and use these connections to productively solve problems. In depth descriptions of each strand of the Idaho Math Rope along with recommended teacher and student actions are provided in the Idaho Mathematics Instructional Guide.

IDAHO STANDARDS FOR MATHEMATICAL PRACTICE FOR STUDENTS[7]

The strands of the Idaho Math Rope are reflected in Idaho's K-12 Content Standards for Mathematics, which specifies what students are expected to know and be able to do at each grade level. The Idaho Standards for Mathematical Practice are a complement to, not separate from, the content standards. The Idaho Standards for Mathematical Practice guide *how* students learn to think about, approach, and apply mathematical concepts, while the Idaho Content Standards for Mathematics guide *which* math concepts students learn in specific grades.



The Standards for Mathematical Practice describe the eight actions students demonstrate as they develop deep understandings of mathematical concepts.[8] Clear explanations of the Idaho Standards for Mathematical Practice, tailored for each grade level from K-8 and high school, are provided in the Idaho Content Standards for Mathematics.

[7] Adopted from National Council of Teachers of Mathematics, 2014
[8] National Council of Teachers of Mathematics, 2014; National Council of Teachers of Mathematics, 2000

PROGRESSION OF CONCEPTS

Learning mathematics begins at an early age with understanding basic patterns, differences, and the ability to communicate about mathematics.[9] Children work with math in a tangible way through touching objects and using age appropriate vocabulary to explain understanding, which lays a foundation for math learning through their school years.[10]

The table below outlines math skills and knowledge typical for students based on their age or grade range. This information is not meant to represent or be used as academic content standards. Educators should deliver instruction based on the Idaho Early Learning Guidelines (for Birth to Age 4) and the Idaho Content Standards for Mathematics (for K-12).

<table>
<tr><th colspan="2">Math Concept and Skills Development</th></tr>
<tr><td colspan="2">Birth to Age 4</td></tr>
<tr><td colspan="2">• Counts out loud to 10
• Recognizes numerals 0 to 10
• Begins to count to 20
• Counts objects by touching one object at a time
• Recognizes and creates groups of two, three, four, or five objects.
• Sorts similar items (e.g. blue toys and red toys)
• Identifies, names, and draws shapes (e.g. circle, triangle, square, and rectangle)
• Uses comparative words (e.g. more / less, bigger/smaller, longer/shorter, heavier/lighter
• Recognizes and creates simple patterns</td></tr>
<tr><td colspan="2">Kindergarten through High School</td></tr>
<tr><td>Arithmetic
Focused on adding, subtracting, multiplying and dividing</td><td>Progression:
• Grades K - 2: Counting, adding small numbers, understanding what numbers, addition, and subtraction mean.
• Grades 3 - 5: Working with larger numbers, learning about the meaning of multiplication and division, fractions, and decimals.
• Grade 6 - High School: Using arithmetic with negative numbers, square roots, and percentages in real-world situations.
🛠 Why It Matters: Strong arithmetic skills are foundational for all areas of math.</td></tr>
<tr><td>Algebra
Teaches us to find unknown values and make conjectures and generalizations.</td><td>Progression:
• Grades K - 5: Recognizing patterns, understanding equal signs, using simple equations like 3 + ___ = 7.
• Grades 6 - 8: Learning about variables (x, y), solving equations (2x + 5 = 11), and working with proportions.
• High School: Graphing equations, working with polynomials, and understanding functions.
🛠 Why It Matters: Algebra is the foundation for advanced math and is used in everything from budgeting to computer science.</td></tr>
</table>

[9] NAEYC & NCTM, 2010
[10] Baroody, 2004; Ginsburg, Lee & Boyd, 2008; Clements & Sarama, 2009

Geometry The study of shapes, angles, and how objects fit together.	Progression: • Grades K - 2: Recognizing basic shapes; understanding bigger / smaller. • Grades 3 - 5: Measuring angles, exploring symmetry, working with 3D shapes. • Grade 6 - High School: Using formulas to find areas and volumes, working with transformations, and proving theorems. 🛠 Why It Matters: Geometry is key for engineering, art, and architecture.
Measurement Focused on determining size, weight, time, and temperature.	Progression: • Grades K - 2: Comparing sizes, learning to tell time, using a ruler. • Grades 3 - 5: Converting between units (inches to feet, minutes to hours), measuring area and volume. • Grade 6 - High School: Using formulas for speed, density, and complex measurements like surface area. 🛠 Why It Matters: Measurement is a life skill used in cooking, construction, and everyday problem-solving.
Data Analysis Helps us organize and interpret information through charts and graphs.	Progression: • Grades K - 2: Sorting objects, making simple bar graphs. • Grades 3 - 5: Reading and creating graphs, understanding averages. • Grade 6 - High School: Using spreadsheets, analyzing trends, and making predictions. 🛠 Why It Matters: Data skills are critical for decision-making in business, healthcare, and technology.
Statistics Helps us analyze data, find patterns, and make informed decisions.	Progression: • Grades K - 5: Collecting and organizing simple data, understanding averages. • Grade 6 - High School: Learning about surveys, interpreting data, and using statistical formulas. 🛠 Why It Matters: Statistics are used in polls, medical studies, and business forecasting.
Probability The math of predicting outcomes and understanding risk.	Progression: • Grades K - 2: Talking about "likely" vs. "unlikely" (e.g., Will it snow in July?). • Grades 3- 5: Learning simple probability (rolling dice, flipping coins). • Middle–High School: Calculating probabilities in real-world situations (weather forecasts, sports odds). 🛠 Why It Matters: Probability is used in everyday decisions, from playing games to buying insurance.
Calculus Used to study motion, growth, and change over time.	Progression: • Grades K - 8: Building the foundation through algebra and functions. • High School: Learning about rates of change, slopes, and areas under curves. 🛠 Why It Matters: Calculus is essential for careers in science, engineering, economics, and medicine.
Number Theory Explores number patterns, prime numbers, and divisibility.	Progression: • Grades K - 5: Learning about odd/even numbers and factors. • Grade 6 - High School: Exploring prime numbers, divisibility rules, and modular arithmetic. 🛠 Why It Matters: Number theory is the foundation of cryptography (used in cybersecurity and digital banking).

SECTION III:

ESSENTIAL ELEMENTS

Purpose of This Section

This section outlines our state's goals for improving mathematical teaching and learning and the next steps Idaho education stakeholders (state, districts, schools, higher education, the community, and home) must corporately and individually take to ensure the goals can be met. The goals and next steps for implementation are categorized into four Essential Elements:

1. Collaborative Leadership
2. Developing Professional Educators
3. Assessment and Data
4. Effective Instruction and Interventions

OVERVIEW

Essential Elements of the Idaho Comprehensive Mathematics Plan



Collaborative Leadership

Effective leaders are critical for successful and sustainable implementation of initiatives to improve mathematics teaching and learning. Collaborative leaders provide strategic guidance, support data-based decision making and distribution of resources, and encourage partnerships for sharing knowledge and best practices.



Developing Professional Educators

Training high-quality educators (including administrators, teachers, and paraprofessionals) is vital for student success. This requires a strategic, long-term approach that connects and aligns pre-service preparation, onboarding and mentoring, and ongoing professional development. An innovative, clear, and shared focus must be integrated to prepare all educators to effectively implement evidence-based instructional practices.



Assessment and Data

A balanced assessment system is essential for all stakeholders to understand student performance and improve math outcomes. Data-based decision-making should occur at every level. Statewide summative assessments inform policymakers and educators about system effectiveness and resource allocation, while interim and formative assessments help educators plan instruction and interventions to meet the unique needs of all students.

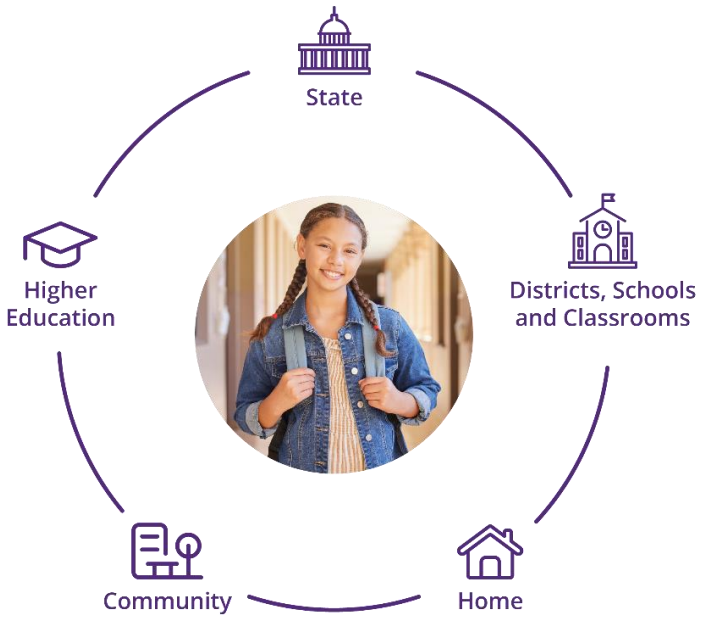


Effective Instruction and Interventions

Exceptional teaching inspires engaged and deep learning. Effective instruction is rooted in implementation of the Idaho Standards for Mathematical Practice for Students in alignment with the Idaho Mathematics Academic Content Standards. When teachers implement evidence-based instructional practices, students at all skill levels benefit. Student outcomes are improved through well-established systems of support for English learners, students with disabilities, and those struggling to develop grade-level math skills.

Organization of the Comprehensive Mathematics Plan

Improving mathematics outcomes is not just the responsibility of schools or classroom teachers; it takes a statewide effort. All stakeholders involved in supporting students must understand their role and ability to contribute to the larger picture, while recognizing that none are in it alone.



The Comprehensive Mathematics Plan highlights the responsibilities each stakeholder group has in promoting the goals of the Essential Elements. While next step actions are identified for specific groups, they should be viewed as interconnected–together they reflect a strategic approach to improving math outcomes in our state. **Thoughtful implementation decisions will require consideration of both the interrelated nature of the actions and the resources available to carry out the work, including federal, state, and local funding.**

State:	Policymakers including the Governor, legislature, Superintendent of Public Instruction, State Board of Education (the Board), State Department of Education (the Department), Division of Career Technical Education and other state agencies involved in education-related work
Districts, Schools, and Classrooms:	All district and school employees and contractors who work to support students, including superintendents, principals, instructional coaches, educators, paraprofessionals, counselors, contractors, and other school staff
Higher Education:	Idaho's public and private institutions of higher learning, including community colleges, universities, and career-technical and certificate programs
Community and Home:	Parents/guardians, libraries, early learning providers (preschools and daycares), out-of-school time program providers, healthcare providers, nonprofits, businesses, and community agencies

COLLABORATIVE LEADERSHIP

Effective leadership is essential for successful implementation of sustainable initiatives to improve math instruction and learning. Our ability to improve mathematics outcomes will be deeply impacted by the culture we create around education.

Collaborative leaders maintain a culture of shared responsibility and respect for new ideas. When we leverage diverse perspectives and joint problem-solving, we expand our capacity to address complex issues. When we are working to improve student outcomes, we must ensure that all voices are valued, from state policymakers to students.



Just as it is easy for silos to emerge within individual organizations, it is common for decisions to be made by our various stakeholder groups with little to no communication or input from other parties. When we break down these divisions and focus on joint accountability, we can cultivate a set of common values and practices- a whole systems view- that will guide our efforts to improve math teaching and learning over time.

COLLABORATIVE LEADERSHIP		
GOAL 1		Communication and partnerships are developed at the local, regional, and statewide levels that result in effective collaboration amongst entities.
Group Responsible		**Next Steps**
STATE	**Governor & Legislature**	➢ Support funding for math initiatives aligned to the Idaho Comprehensive Mathematics Plan and the Idaho Mathematics Instructional Guide.
	Board & Department	➢ Facilitate collaboration amongst entities, including consistent communication and regular convenings of advisory groups to identify effective strategies for improving math outcomes. ➢ Collaborate with the Regional Math Centers to identify a structure and funding that provides long-term sustainability.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Engage in the sharing of best practices through regional partnerships and collaboration. ➢ Emphasize the development of schools with a strong culture of collaboration around the importance of math and establishing a strong "why" for students.
HIGHER EDUCATION	**Higher Education Leaders**	➢ Collaborate with the state, districts, and schools to support the implementation of the Comprehensive Mathematics Plan.
	Educator Preparation Programs	➢ Ensure that administrator preparation programs include content on the importance and impact of collaborative school culture.
COMMUNITY & HOME	**Parents & Guardians**	➢ Engage as active partners with their schools and their children, including recognizing shared responsibility for achieving learning outcomes. ➢ Work to dispel the myth of being "bad at math" and emphasize a productive disposition and growth mindset.
	Community Partners	➢ Collaborate with districts and schools to provide math-focused activities that offer parents/guardians an active way to learn, support, and engage in their children's learning (math nights, STEM camps).

GOAL 2		All education entities work together to make strategic decisions and develop statewide and regional strategies that maximize funding, resources, and student achievement outcomes.
Group Responsible		**Next Steps**
STATE	**Board**	➢ Provides leadership to support evidence-based math initiatives, including forming useful policies and rules, advocating for statutory changes, and facilitating collaboration amongst entities.
	Department	➢ Supports funding to expand regional math supports, emphasizing professional development with effectiveness evidence. ➢ Incorporates training for district and school leaders on how to establish and monitor local district and school math plans.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Create and implement local math plans to improve outcomes and provide professional development to support the plan (with PD aligned to the Comprehensive Mathematics Plan and the Mathematics Instructional Guide). ➢ Support infrastructural modifications aligned to the Comprehensive Mathematics Plan, such as sufficient time for PLCs and other educator collaboration. ➢ Leverage data to allocate resources and develop budgets to ensure math instruction is effective and aligned to the goals the LEA established in their plan to improve mathematical outcomes.
HIGHER EDUCATION	**Higher Education Leaders**	➢ Re-examine how course requirements are established for educator preparation programs.
	Educator Preparation Programs	➢ Participate in efforts to align the strategies, research, and assessment practices taught during educator preparation with those implemented by practicing educators and ensure all implement the Idaho Instructional Framework as outlined in the Mathematics Instructional Guide.
COMMUNITY & HOME	**Parents & Guardians**	➢ Support the development and implementation of their district or school Math Plan and related activities.
	Community Partners	➢ Collaborate with state agencies to expand existing school readiness efforts statewide by building families' knowledge about the importance of engaging in activities that promote early math skills development from birth to age 5.

DEVELOPING PROFESSIONAL EDUCATORS

Mathematics educators need to continually develop their math teaching knowledge and skills throughout their careers. Effective teaching is supported by a well-developed understanding of content, pedagogy, curriculum, and student thinking.[11] The experiences teachers have in the classroom can support general instructional practices, but specialized math content knowledge must be explicitly studied and extends beyond knowledge gained from classroom experiences.[12]

As described in *Section II: Developing Mathematical Thinking and Proficiency*, effective mathematics instruction requires a balanced approach that supports students in developing procedural fluency, conceptual understanding, and mathematical reasoning simultaneously.[13] Students need to develop these components in unison from the earliest years, with a strong emphasis on conceptual understanding. However, many current educators experienced math instruction that heavily emphasized procedural fluency (under the assumption that mastering procedures is necessary to develop conceptual understanding) which limits their ability to effectively support students.

Therefore, effective professional learning must address multiple dimensions of teacher growth. It must support educators in deepening their understanding of essential mathematical concepts, equip them with strategies to meaningfully develop these understandings in students, and ensure they have the procedural and conceptual fluency and flexibility needed to apply mathematical knowledge in diverse contexts.

Supporting Mathematics Educators' Professional Learning

To support mathematics educators in their professional learning, they should be provided with professional development (PD) that aligns with the following key features[14]:

1. **Content Focus:** PD activities that focus on math content and how to use evidence-based practices to support students' learning[15], such as:
    - Cognitively Guided Instruction
    - Professional Noticing
    - 5 Practices for Orchestrating Productive Mathematics Discussions
    - Cognitively Demanding Tasks
2. **Active learning**: PD experiences that provide direct participation with evidence-based practices. For example, observing expert teachers, interactive feedback and discussion, and reviewing student work.

[11] Shulman, 1987
[12] Ball et al., 2008
[13] National Research Council, 2001
[14] Desimone, 2009; Desimone & Pak, 2017
[15] Carpenter et al., 1996; Jacobs et al., 2010; Smith & Stein, 2011; Smith & Stein, 1998

3. **Coherence:** PD that aligns across content and activities, consistent with: school curriculum and goals, educator knowledge and beliefs, the needs of students, and school, district, and state reforms and policies.
4. **Duration:** PD activities of a sufficient duration, including both span of time over which the activity is spread (e.g., one day or one semester) and the number of hours spent engaging in the activity. Research suggests that activities should include a minimum of 20 hours spread over a semester to provide support to educators that results in improved instructional practices.
5. **Collective participation:** PD activities support an interactive learning community where groups of educators from the same grade, subject, or school can collaborate and build a shared understanding.

Professional development experiences should focus on topics designed to equip educators with the knowledge and practices needed to deliver effective mathematics instruction, including: interventions, assessments, evidence-based classroom practices, analyzing student thinking, shifting to a learning-oriented mindset, and Mathematical Knowledge for Teaching (MKT).

Educator Preparation Differences

While educators demonstrate math content knowledge through an assessment to obtain certification, content and pedagogy coursework requirements vary based on certification path. Mathematics educators benefit from intensive professional development in their early years of teaching, and those from alternative routes may need higher levels of support.

Math Preparation for Teachers, by Preparation Type		
Alternative Certification **(Non-Traditional Programs)**	**Traditional Preparation Program** **(ID public higher education institutions)**	**Teacher Leader - Mathematics**
Varies across programs, but often only includes: • 3-credit Teaching Mathematical Thinking (TMT) course as their mathematics-specific preparation.	Varies across institutions, but generally includes: • K-8 Endorsement, including 6 credits of math content and 3 credits of K-8 math pedagogy. • Math Endorsement for 5-9 or 6-12, including 20 or more credits of math content, including coursework in secondary methods of teaching mathematics.	Varies across institutions, but generally requires: • 20 or more additional credits beyond undergraduate preparation. • Strong focus on mathematics content and pedagogy.

Preparation programs should include aligning program outcomes to effective standards in the field of mathematics education, such as: Standards for Preparing Teachers of Mathematics[16] and Principles and Standards for School Mathematics.[17]

[16] Association of Mathematics Teacher Educators, 2020
[17] National Council of Teachers of Mathematics, 2000

DEVELOPING PROFESSIONAL EDUCATORS		
GOAL 1		Develop and implement a systematic approach to building educators' knowledge and skills through educator preparation grounded in research on effective mathematics instruction.
Group Responsible		**Next Steps**
STATE	**Board**	➢ Requires educator preparation program (EPPs) to provide evidence of the integration of evidence-based mathematics instruction (aligned to the Mathematics Instructional Guide) into coursework during the program approval and review process.
	Board & Department	➢ Collaborate with EPPs to review integration of math content into educator preparation including appropriate ways for educators to demonstrate math content and pedagogy knowledge.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Work with EPPs to develop systems and structures to ensure all candidates' field experiences are valuable and effective learning opportunities.
HIGHER EDUCATION	**Educator Preparation Programs**	➢ Ensure course content for math instruction is grounded in research and is aligned to the Mathematics Instructional Guide. ➢ Prepare teacher candidates to meet the needs of all learners, including English Learners and those with learning difficulties. ➢ Provide teacher candidates with effective clinical, field study, and student teaching opportunities early and often.
GOAL 2		Leverage certification policies to ensure K-12 math educators develop and sustain strong knowledge and pedagogical expertise grounded in current research on effective mathematics teaching and aligned with the Idaho Mathematics Instructional Guide.
Group Responsible		**Next Steps**
STATE	**Board**	➢ Adjust recertification expectations to require professional learning in math content and pedagogy (e.g., coursework, micro-credentials, or state-approved PD hours) for school-level administrators and teachers in K-12 math placements. ➢ Encourage K-12 educators from other content areas that include embedded math (e.g. science, CTE, etc.) to participate in PD on math content and pedagogy.
	Department	➢ Collaborates with regional math supports and districts to deliver recertification-eligible, job-embedded PD in math content and pedagogy, including learning communities, micro-credentials, and leadership development.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Provide sustained, job-embedded math professional development aligned with recertification requirements and tailored to different grade bands. ➢ Train educators on how to implement evidence-based instructional practices and provide math interventions in alignment to the Mathematics Instructional Guide. ➢ Equip educators to address the needs of all students, including English Learners and those with learning difficulties.
HIGHER EDUCATION	**Institutions of Higher Education**	➢ Offer graduate certificates or coursework in mathematical knowledge for teaching (MKT) that are eligible for recertification credit and responsive to current classroom demands.

GOAL 3		Ensure educators entering the profession through non-traditional pathways (alternative or emergency certification) receive targeted, mathematics-specific supports to build instructional expertise, confidence, and retention.
Group Responsible		**Next Steps**
STATE	**Board**	➢ Continues to require teachers prepared out of state or through non-traditional routes to complete the Teaching Mathematical Thinking for Instruction course.
	Board & Department	➢ Develop and fund a statewide induction framework for alternatively-certified educators that includes content-focused mentoring and instructional coaching.
	Department	➢ In partnership with regional math supports, implement tailored professional learning cohorts or induction programs specifically for non-traditional pathway teachers, with a focus on content, pedagogy, and classroom routines. ➢ Partner with the Division of Career Technical Education (CTE) to provide cross-training for CTE educators on integrating effective math instruction aligned to industry applications.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Provide alternatively-certified teachers with a math mentor and job-embedded, grade-specific tailored professional development.
HIGHER EDUCATION	**Higher Education Leaders**	➢ Create flexible, practice-embedded coursework or certificate programs that build MKT and are accessible to teachers working full-time on emergency or alternative credentials.
GOAL 4		Ensure all K–12 math educators have Individual Professional Learning Plans (IPLPs) that include meaningful, mathematics-specific goals aligned with student learning needs and state standards.
Group Responsible		**Next Steps**
STATE	**Board**	➢ Incorporates a requirement for math educators' IPLPs to include at least one mathematics-specific goal, informed by student data and aligned with Idaho Content Standards for Mathematics.
	Department	➢ In partnership with regional math supports, provide model IPLP templates and host regional workshops that help in-service educators craft math-specific goals tied to instructional priorities and student learning outcomes.
DISTRICTS, SCHOOLS & CLASSROOMS	**District Leaders**	➢ Provide training and guidance for administrators on how to support educators in setting math-focused IPLP goals that are both ambitious and instructionally relevant.
	School Leaders & Educators	➢ Invite parents to contribute insights into their child's math learning needs; use information to set informed IPLP goals.
HIGHER EDUCATION	**Higher Education Leaders**	➢ Integrate IPLP development and reflective practice into educator preparation coursework and student teaching experiences, with an emphasis on using data-based goal setting.
COMMUNITY AND HOME	**Parents & Guardians**	➢ Engage as partners in their children's education, providing insights into their child's math learning needs.

GOAL 5		Develop and maintain a comprehensive data system that links math-related educator preparation, licensure, professional learning experiences, and classroom assignment with key student outcomes to inform policy, practice, and targeted support.
Group Responsible		**Next Steps**
STATE	**Board**	➢ Develops a data system that integrates educator preparation, certification, professional learning records (including micro-credentials), and student achievement data.
	Department	➢ In partnership with regional math supports, gather and evaluate data on outcomes of professional development, instructional coaching, and school-based math initiatives.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Support participation in data collection and validation efforts, ensuring schools submit accurate data on math teacher assignments, professional development, and student achievement indicators.
HIGHER EDUCATION	**Higher Education Leaders**	➢ Contribute EPP completer and placement data to the statewide data system and collaborate on analyzing the relationship between preparation and student math outcomes.
COMMUNITY AND HOME	**Parents & Guardians**	➢ Participate in opportunities to learn about data findings and provide feedback on strengthening math education across Idaho.

ASSESSMENT AND DATA

A Balanced Assessment System

A balanced assessment system uses a purposeful combination of assessments to support both instruction and accountability in K–12 mathematics. "Assessment" refers both to tools like tests and quizzes and to the process of gathering and interpreting evidence of student learning.

Purposes of Assessment

Assessments typically serve two purposes:

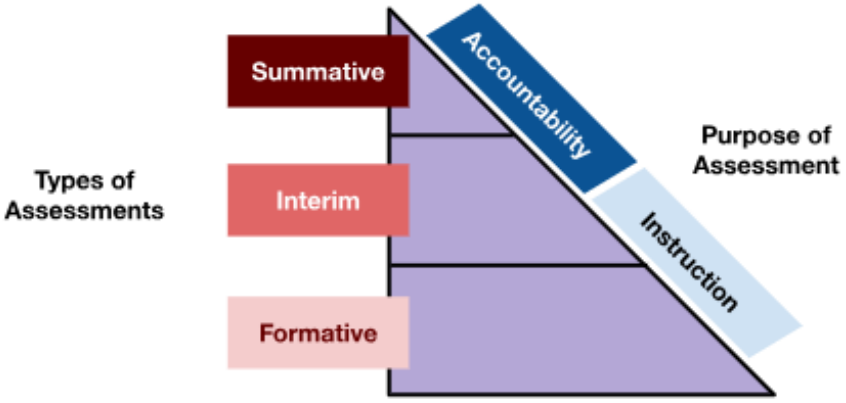
- **Instructional** – to inform teaching and support student learning.
- **Accountability** – to measure student learning for evaluative or reporting purposes.

Understanding the purpose of an assessment is essential. If purpose is unclear or the role of multiple assessments overlaps, leaders should reevaluate their use to protect instructional time.

Types of Assessments[18, 19]

Assessments can be grouped into three main types:

- **Formative assessments** are a part of a planned, ongoing process during instruction to inform teaching. These include observations, class discussions, quizzes, and student self-assessments aimed at checking understanding in real-time.
- **Interim assessments** are given periodically to monitor progress. While often used for accountability, they can support instruction if educators can access and analyze test items aligned to standards.
- **Summative assessments** evaluate learning at a specified endpoint, such as an instructional unit, course, or year (e.g., final exams, state tests). These are typically used for grading and accountability.



Adapted from Perie, Marion, Gong, and Wurtzel (2007) and the Connecticut State Dept of Education.

[18] Evans & Thompson, 2022; Michigan Assessment Consortium, 2024
[19] Image: Perie et al, 2007

Instructional Usefulness

To be instructionally useful, assessments must be embedded in daily instruction and inform real-time decisions. For example, a short activity at the end of a lesson may provide better information about student's learning on a concept than a weekly quiz. A mid-unit quiz can become a learning tool if educators analyze errors and reteach concepts before grading.

When an assessment is intended to result in immediate instructional changes, access to assessment items is crucial. Without seeing test questions or student work, educators cannot effectively interpret results. Educator-created assessments often offer more value than commercial ones by revealing how students think—not just whether they're correct—allowing for more targeted support.

Idaho's Assessment System

Idaho provides a suite of assessments aligned to the state content standards to support both instruction and accountability.

- The Idaho Standards Achievement Test (ISAT) summative assessment in Math is given in grades 3–8 and 11 each spring. The test measures grade-level proficiency and meets federal and state reporting requirements. ISAT Math Data is used by various stakeholders to inform decisions regarding instructional systems and policies.
- Interim Assessments, including comprehensive and shorter block options, are available for educators to incorporate throughout the year. The Idaho assessment system includes both pre-created interim assessments and an item system that allows educators to create their own. These help educators monitor progress and adjust instruction.
- Tools for Teachers, embedded in our state assessment portal, is an online resource that supports daily instruction with formative assessment strategies, lesson plans, and standards-aligned tasks.

ASSESSMENT AND DATA		
GOAL 1		Implement a balanced assessment system aligned with the Idaho Content Standards for Mathematics to generate meaningful math data for instruction, intervention, and evaluation. This includes: • ensuring appropriate use of assessment data • deepening educators' understanding of instructionally useful assessments • integrating assessment into instruction • minimizing administration of unnecessary assessments
Group Responsible		**Next Steps**
STATE	**Board & Department**	➢ Communicate expectations for balanced assessment practices aligned to the Content Standards for Mathematics, including reducing or eliminating redundant or low-value testing. ➢ Ensure access to high-quality math assessment tools and formative resources.
	Department	➢ Maintains a list of available early math screeners and progress monitoring assessments. ➢ In partnership with regional math supports, offer in-service educators job-embedded professional development around high-impact math assessment practices. ➢ Work with PD providers to develop and implement research-practice partnerships to support evaluation of district and school assessment systems and practices.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Conduct audits of current math assessment practices to identify gaps and eliminate unnecessary or duplicative assessments. ➢ Train educators on assessment data interpretation and use with a focus on informing instruction and intervention. ➢ Establish assessment routines that align with curricular goals and support student learning, not just evaluation.
	Educators	➢ Embed formative assessment strategies into daily instruction across all math classrooms. ➢ Support parents/guardians in understanding the tests their children take and how the data can be used to support learning at school and home.
HIGHER EDUCATION	**Educator Preparation Programs**	➢ Ensure pre-service and graduate coursework equips educators to analyze student thinking through formative practices rather than relying on traditional math tests.
COMMUNITY AND HOME	**Parents & Guardians**	➢ Engage with their children's student learning data through parent-teacher conferences and student-led discussions. ➢ Support a growth mindset at home by focusing on learning progress rather than test scores alone.

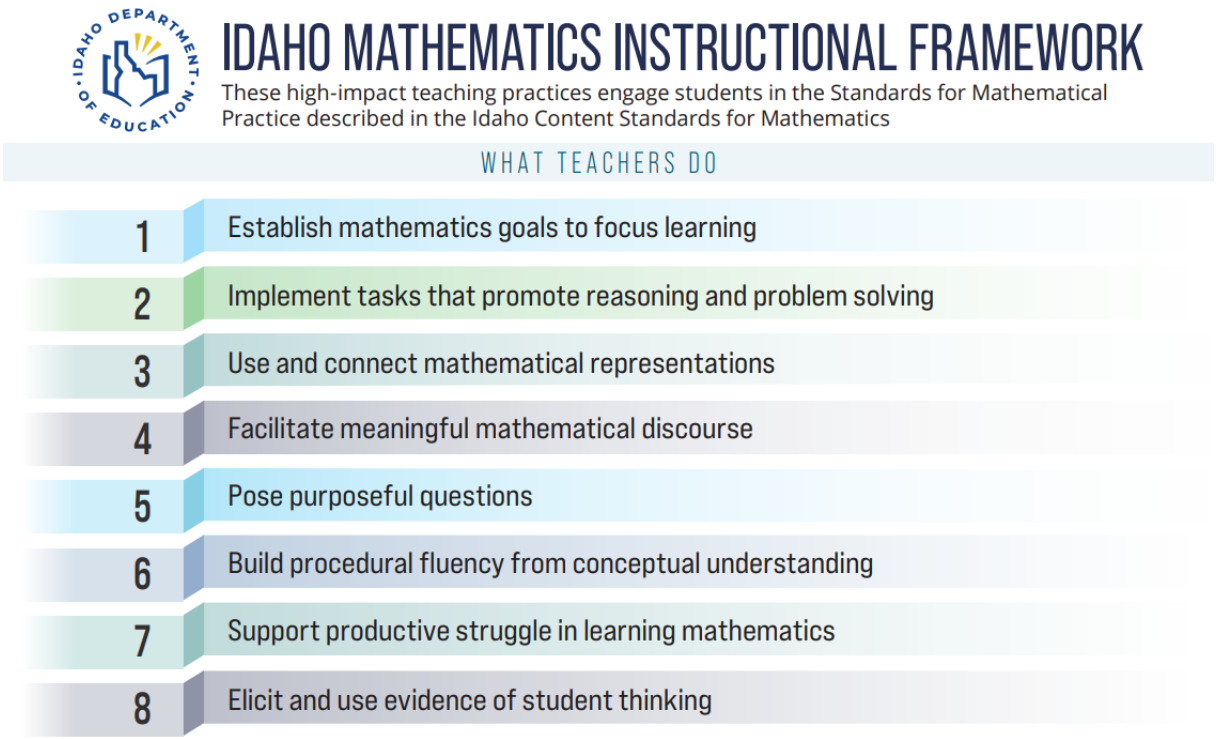
GOAL 2		Educators receive high-quality professional development on math assessment and data use, focusing on instructional usefulness, student engagement in analyzing assessment results, flexible grading practices, and appropriate interpretation and use of assessment data.
Group Responsible		**Next Steps**
STATE	**Governor & Legislature**	➢ Support funding for professional development focused on assessment literacy and instructional use of data.
	Board & Department	➢ Encourage coordination between state agencies and professional development providers (e.g., Regional Math Centers) to align training and reduce duplication.
	Department	➢ Outlines recommendations for flexible, standards-based grading and student-involved assessment practices. ➢ Collaborates with regional math supports and districts to co-design professional learning on using student data to inform instruction and interventions.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Prioritize PD time for training in formative assessment strategies, data interpretation, and student reflection practices.
	Districts	➢ Implement grading policies that allow for reassessment, flexible deadlines, and focus on learning progression rather than point accumulation.
	School Leaders	➢ Create collaborative spaces (e.g., PLCs, data teams) for educators to analyze assessment results and refine instruction.
	Educators	➢ Involve students in interpreting their assessment results to build metacognitive skills and ownership of learning.
HIGHER EDUCATION	**Higher Education Leaders**	➢ Offer educators professional learning opportunities focused on instructional uses of assessment data and equitable grading practices in math classrooms.
	Educator Preparation Programs	➢ Integrate content into educator preparation coursework on differences between various grading approaches and use of data to understand students' knowledge and skills.
GOAL 3		Educators develop expertise in qualitative analysis of student mathematical work to assess mathematical understanding, to inform instruction and improve learning outcomes.
Group Responsible		**Next Steps**
STATE	**Board & Department**	➢ Ensure state-released policy and practice guidance encourages instructional and assessment practices grounded in analysis of student thinking.
	Department	➢ Using a Board-adopted assessment literacy framework, provides professional development and assessment literacy resources that emphasize analyzing student work for evidence of conceptual understanding. ➢ Develops and releases exemplar tasks and annotated student work samples to model qualitative analysis across grade levels. ➢ Gathers and analyzes data from PD providers and districts on educators' implementation of student work analysis and shares promising practices.

DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Guide educators to move beyond correctness toward depth of mathematical thinking.
	School Leaders	➢ Facilitate collaborative analysis of student work during PLCs, grade-level team meetings, or instructional rounds.
	Educators	➢ Use student work protocols to systematically examine and discuss evidence of understanding and misconceptions. ➢ Integrate student voice and analysis of student reasoning into lesson planning and reteaching strategies. ➢ Guide parents/guardians to value students' math reasoning and provide them with tools to facilitate productive math conversations at home.
HIGHER EDUCATION	**Educator Preparation Programs**	➢ Incorporate analysis of student mathematical thinking and work into educator preparation and graduate coursework.
COMMUNITY AND HOME	**Parents & Guardians**	➢ Engage their children in reflection conversations at home where students explain their thinking and problem-solving approaches. ➢ Participate in conferences with educators and utilize resources provided by the school to support their children's learning.

EFFECTIVE INSTRUCTION AND INTERVENTIONS

Effective instruction and interventions are critical in supporting students' development of mathematical thinking and proficiency. Educators need to be knowledgeable and able to implement evidence-based instructional and intervention strategies to provide effective support to all students, especially those from diverse backgrounds and those who struggle to develop grade-level skills. As outlined in *Section II: Developing Mathematical Thinking and Proficiency*, Idaho's expectations for student learning in mathematics are grounded in the Idaho Math Rope and the Idaho Standards for Mathematical Practice for Students.

The Idaho Mathematics Instructional Framework[20] for teachers outlines the teaching strategies educators need to implement effectively in their classrooms to promote deep mathematical learning.



Additional guidance for educators on implementing effective mathematics instruction can be found in the Idaho Mathematics Instructional Guide.

[20] Adopted from National Council of Teachers of Mathematics, 2014

EFFECTIVE INSTRUCTION AND INTERVENTIONS		
GOAL 1		Educators provide effective core instruction that builds students' mathematical thinking and proficiency by implementing the teaching practices outlined in the Idaho Mathematics Instructional Framework and the Idaho Mathematics Instructional Guide.
Group Responsible		**Next Steps**
STATE	**Legislature**	➢ Provides funding for districts and charter schools to purchase and implement high-quality, research-aligned curriculum and materials for core mathematics instruction.
	Board	➢ Establishes minimum minutes for math core instruction.
	Board & Department	➢ Support laws, policies, and structures that promote implementation of the Idaho Mathematics Instructional Framework as outlined in the Mathematics Instructional Guide.
	Department	➢ Releases appropriate resources (guides, etc.) aligned to the Comprehensive Mathematics Plan and the Mathematics Instructional Guide. ➢ Provides support to districts for the selection of high quality curricular materials. ➢ Partner with regional math supports to provide practicing educators with professional learning on evidence-based instructional and intervention practices (in alignment with the Mathematics Instructional Guide).
DISTRICTS, SCHOOLS & CLASSROOMS	**District Leaders**	➢ Establish and implement curriculum adoption processes that ensure programs and materials align to the Idaho Content Standards for Mathematics and the Mathematics Instructional Guide.
	District & School Leaders	➢ Understand the Idaho Mathematics Instructional Guide, stay current on research, and demonstrate a willingness to adjust school structures to apply best practices and encourage innovation.
	Educators	➢ Provide systematic, explicit core instruction grounded in the Idaho Instructional Framework for Teachers (as outlined in the Mathematics Instructional Guide) to ensure all students gain grade-level math knowledge and skills. ➢ Inform parents/guardians about how to support their children's mathematical development at home.
HIGHER EDUCATION	**Educator Preparation Programs**	➢ Prepare teacher candidates to implement the Idaho Instructional Framework for Teachers in their classrooms to support all students in developing mathematical thinking and mastering the Idaho Content Standards for Mathematics. ➢ Integrate the use of research methods to support administrator and teacher candidates in developing the ability to identify and implement evidence-based teaching practices.
COMMUNITY AND HOME	**Community Partners**	➢ Work with early learning providers to increase use of the Idaho Early Learning Guidelines statewide.

GOAL 2		Develop and implement a coherent system of instruction across grades and support programs to ensure consistency and enhance student learning.
Group Responsible		**Next Steps**
STATE	**Board & Department**	➢ Develop and release guidance to improve consistency and communications related to grade and transcript practices (while still giving flexibility for local decision-making) to support parents/guardians and students in managing transitions.
	Department	➢ In partnership with regional math supports, provides professional development regarding how educators can work together across grades and support programs to provide consistent math supports to individual students.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Implement coherent systems of instruction including consistent curricula and clear learning outcomes that provide consistency for students and educators and maximize learning. ➢ Provide educators with guidance and examples of math integration into other content areas and CTE pathways.
	Educators	➢ Engage in meaningful transition planning within and between grade levels to ensure educators are fully informed of students' current learning status and individual instructional needs.
HIGHER EDUCATION	**Educator Preparation Programs**	➢ Prepare teacher candidates to create and use a variety of formative assessment strategies to support instruction. ➢ Ensure administrator and teacher candidate familiarity with the Idaho Content Standards in Mathematics, the Idaho Comprehensive Mathematics Plan, and the Mathematics Instructional Guide.
COMMUNITY AND HOME	**Community Partners**	➢ Build relationships with districts and schools to facilitate sharing of information regarding students and how they learn in order to aid in improved preschool to kindergarten transitions.
GOAL 3		Educators implement a focused, multi-tiered system of supports (MTSS) that identifies and supports struggling and advanced students. • Provide struggling students with targeted interventions aligned to the Idaho Mathematics Instructional Guide. • Offer extension of the standards and enrichment for advanced students.
Group Responsible		**Next Steps**
STATE	**Legislature & Board & Department**	➢ Prioritize funding to districts to support implementation of MTSS for targeted intervention, including evidence-based intervention programs, curricula, and materials.
	Board & Department	➢ Establish guidance on creating school schedules that include focused intervention time (through all grade levels).
	Department	➢ Provides training and an MTSS exemplar for identifying both students with signs of math learning difficulties and advanced students in need of extension. ➢ Expands training on strategies to close math achievement gaps, with a focus on English Learners, students with disabilities, and students from low socioeconomic backgrounds.

DISTRICTS, SCHOOLS & CLASSROOMS	**Districts & Schools**	➢ Implement systems of intervention and extension aligned to grade level standards, based on students' needs, and consistent with evidence-based practices in the Mathematics Instructional Guide.
	District & School Leaders	➢ Provide professional development on designing and providing high-quality mathematics intervention and enrichment.
	Educators	➢ Work with struggling students' parents/guardians to develop individual math intervention plans and monitor for effective implementation. ➢ Inform parents/guardians when their children may benefit from extension/enrichment and involve them in decision-making.
HIGHER EDUCATION	**Educator Preparation Programs**	➢ Integrate content regarding effective implementation of MTSS into administrator preparation coursework. ➢ Prepare teacher candidates to provide differentiated instruction and interventions in alignment with the Idaho Mathematics Instructional Framework and Mathematics Instructional Guide.
COMMUNITY AND HOME	**Parents & Guardians**	➢ Collaborate with their children's school and teacher(s) to create intervention or extension plans based on their children's needs.
GOAL 4		Educators across all content areas (including non-math teachers and career technical educators) ensure students receiving special education services are supported through strategically selected accommodations tailored to their specific learning needs, including: • equitable access to high-quality, on-grade-level math instruction; and • inclusion-based instruction alongside grade-level peers (as much as possible).
Group Responsible		**Next Steps**
STATE	**Department**	➢ In partnership with SESTA, provides guidance and training on designing and implementing inclusive math instruction practices aligned to students' individual education plans (IEPs). ➢ In partnership with SESTA and regional math supports, develops and disseminates a toolkit of evidence-based accommodations specific to math learning. ➢ Monitors and reports equity of access and outcomes for students with disabilities in mathematics.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Use data to identify gaps in access to grade-level math instruction. ➢ Provide teachers and paraprofessionals with training on evidence-based math interventions and accommodations in alignment with the Mathematics Instructional Guide. ➢ Ensure IEP teams include mathematics-specific instructional considerations. ➢ Implement co-teaching models and inclusive scheduling practices.
	Educators	➢ Offer opportunities for parents to become educated on their children's rights to inclusive instruction and accommodations.

HIGHER EDUCATION	**Educator Preparation Programs**	➢ Embed inclusive mathematics education strategies into their methods and math education coursework. ➢ Integrate course content on differentiating math instruction and understanding disabilities in math learning. ➢ Partner with districts and schools to offer clinical and practicum experiences in inclusive math classrooms.
COMMUNITY AND HOME	**Parents & Guardians**	➢ Participate in IEP / 504 meetings (as applicable), provide information on their children's interests and needs, and support high expectations for learning and inclusion.
GOAL 5		Educators have a strong understanding of how to provide explicit instruction on mathematical vocabulary in core instruction, connected to the corresponding symbolic notation, to support the learning of all students, including those with language-based disabilities and English Learners.
Group Responsible		**Next Steps**
STATE	**Legislature & Board & Department**	➢ Continue to provide support and resources to districts for English Learner programs.
	Board	➢ Ensures that the English Language Development Standards are appropriate and adopts updates to the standards as necessary.
	Department	➢ Provides professional development on connections between the English Language Development Standards and the Idaho Content Standards for Mathematics.
DISTRICTS, SCHOOLS & CLASSROOMS	**District & School Leaders**	➢ Provide educators with guidance and PD opportunities to expand their understanding of connections between the English Language Development Standards and the Idaho Content Standards for Mathematics. ➢ Provide guidance to classroom educators on recognizing and supporting students' language development processes in the context of mathematical sense making.
	Educators	➢ Provide targeted support to English Learners using knowledge Mathematical Language Routines (MLRs). ➢ Inform parents/guardians of English Learners on how to promote positive math growth mindsets at home.
HIGHER EDUCATION	**Educator Preparation Programs**	➢ Prepare candidates to integrate the English Language Development Standards into their instructional practice. ➢ Ensure teacher candidates are equipped to support English Learners in building a solid foundation of math vocabulary, including mastering vocabulary in their dominant (first) language.
COMMUNITY AND HOME	**Community Partners**	➢ Implement activities focused on reaching English Learners and their families, and promote the development of strong mathematical concepts and procedural skills, including mastering these skills in their dominant (first) language.

SECTION IV:

DATA

Purpose of This Section

This section provides information regarding the endorsements of middle grades math teachers and performance of Idaho students on standardized assessments in mathematics. It includes graphical representations of student performance, as well as brief data analysis.

IDAHO STANDARDS ACHIEVEMENT TEST (ISAT), MATHEMATICS[21]

The Idaho Standards Achievement Test (ISAT) in Mathematics (Math) is administered to students in grades 3-8 and 11 to evaluate students' math knowledge and skills. [22] The ISAT is a criterion-referenced assessment designed to measure students mastery of the Idaho State Content Standards in Mathematics. These tests are administered from March to May of each year to provide annual monitoring of individual, school, district, and state progress. The ISAT Math is comprised of two components: a computer-adaptive test and a performance task. Student scores are reported in four categories: below basic (1), basic (2), proficient (3), and advanced (4).

Student performance on the ISAT Math is reported across multiple levels- individual, class, school, district, and state- and covers various categories, including mathematical concepts and procedures, problem solving and data analysis, and communicating mathematically.

Please note: the ISAT Math graphs display student data from before and after 2020, highlighting the impact of the pandemic, which disrupted instruction and halted assessments.

Some graphs span multiple years, while others, due to space constraints, focus on recent years but include data from the 2018-2019 school year for a pre- and post-pandemic comparison.

Figure 3: ISAT Math, All Students, All Grades, 2015-2024

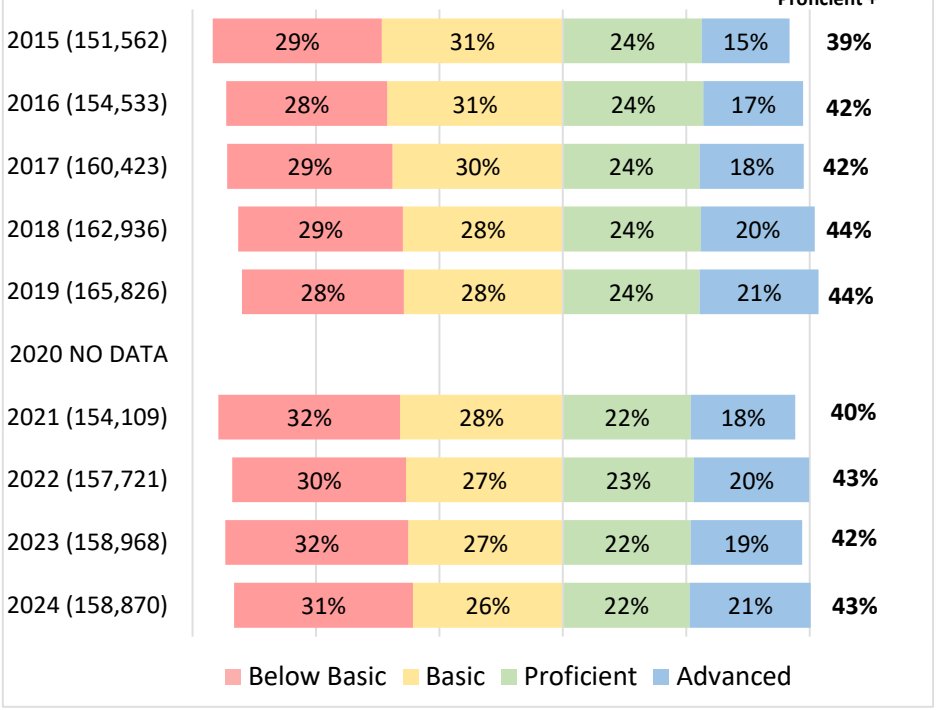


Figure 3 Analysis

- The 2024 ISAT Math proficiency rate for all students (all grades 3-8 and 11) was just 1 percentage point lower in 2024 than 2019.
- The percentage of students scoring in the Below Basic category has been 2 to 4 percentage points higher since the pandemic.

[21] Idaho State Board of Education, Accountability Oversight Committee, 2025

[22] Beginning in School Year 2022-23, high school students are expected to take the ISAT designed for students in grade 11. The majority of Idaho students take the high school ISAT while enrolled in grade 11; however, students may take the Math assessments in 10th grade, or rarely 9th grade, after completing instruction on all high school standards.

Figure 4: ISAT Math, All Students, by Grade

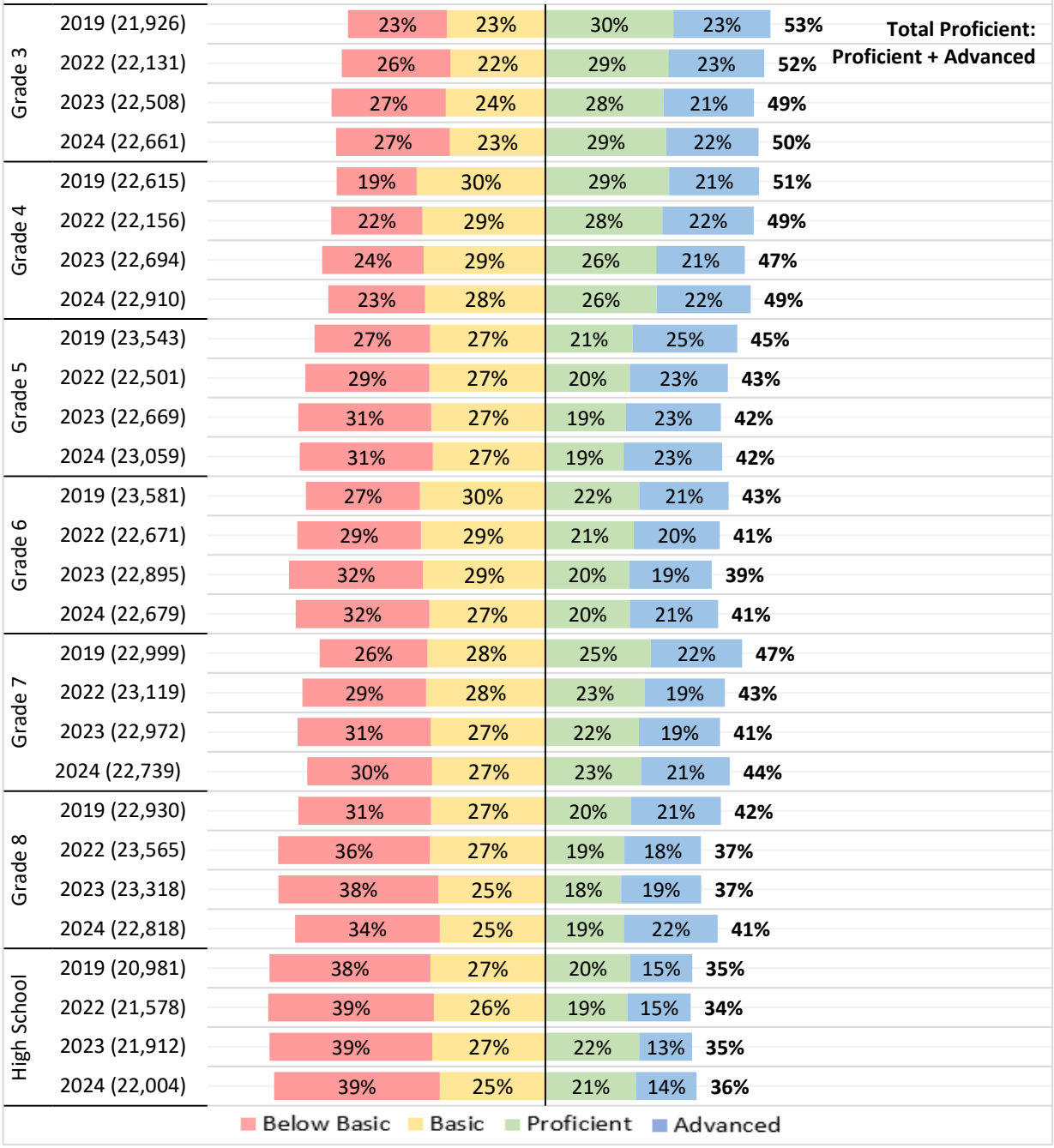


Figure 4 Analysis

- In comparison to 2019 (pre-pandemic), total proficiency rates by grade range from 1 percentage point lower (grade 8 and HS) to 3 points lower (grades 3, 5, 7).
- Idaho's long-term trend (pre- and post- pandemic) demonstrates that the percentage of students who score proficient or advanced is highest for grade 3 and decreases as students matriculate to higher grades.

Figure 5: ISAT Math, All Grades, by Race-Ethnicity

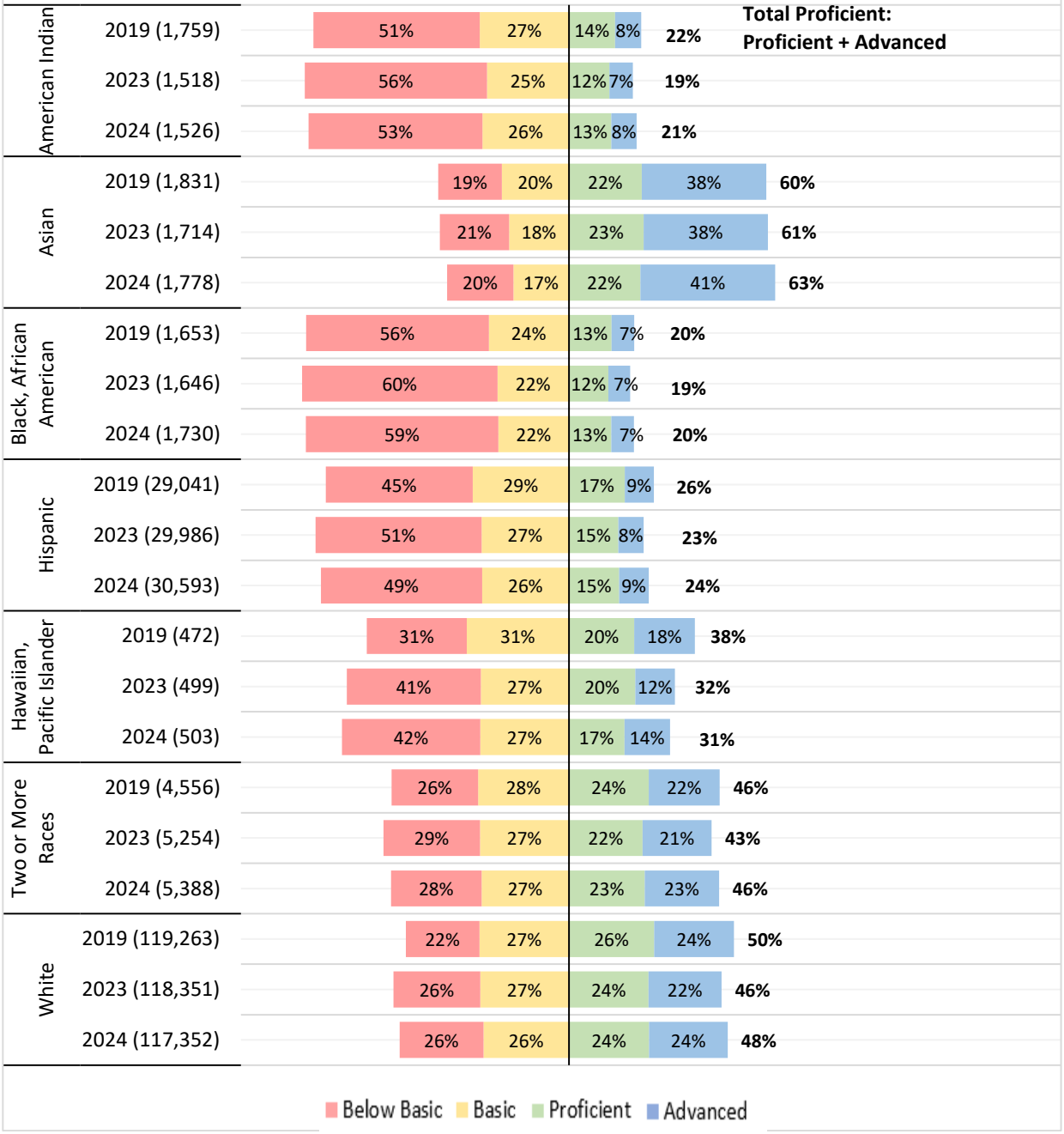


Figure 5 Analysis

- The majority of racial/ethnic subgroups have recovered to within 1 percentage point of their 2019 (pre-pandemic) performance. Exceptions: White, Hawaiian / Pacific Islander, and Hispanic.
- Gaps between racial / ethnic groups remain, with the Asian, White, and Two or More Races groups consistently having higher total proficiency rates than other subgroups.

Figure 6: ISAT Math Performance by Student Group

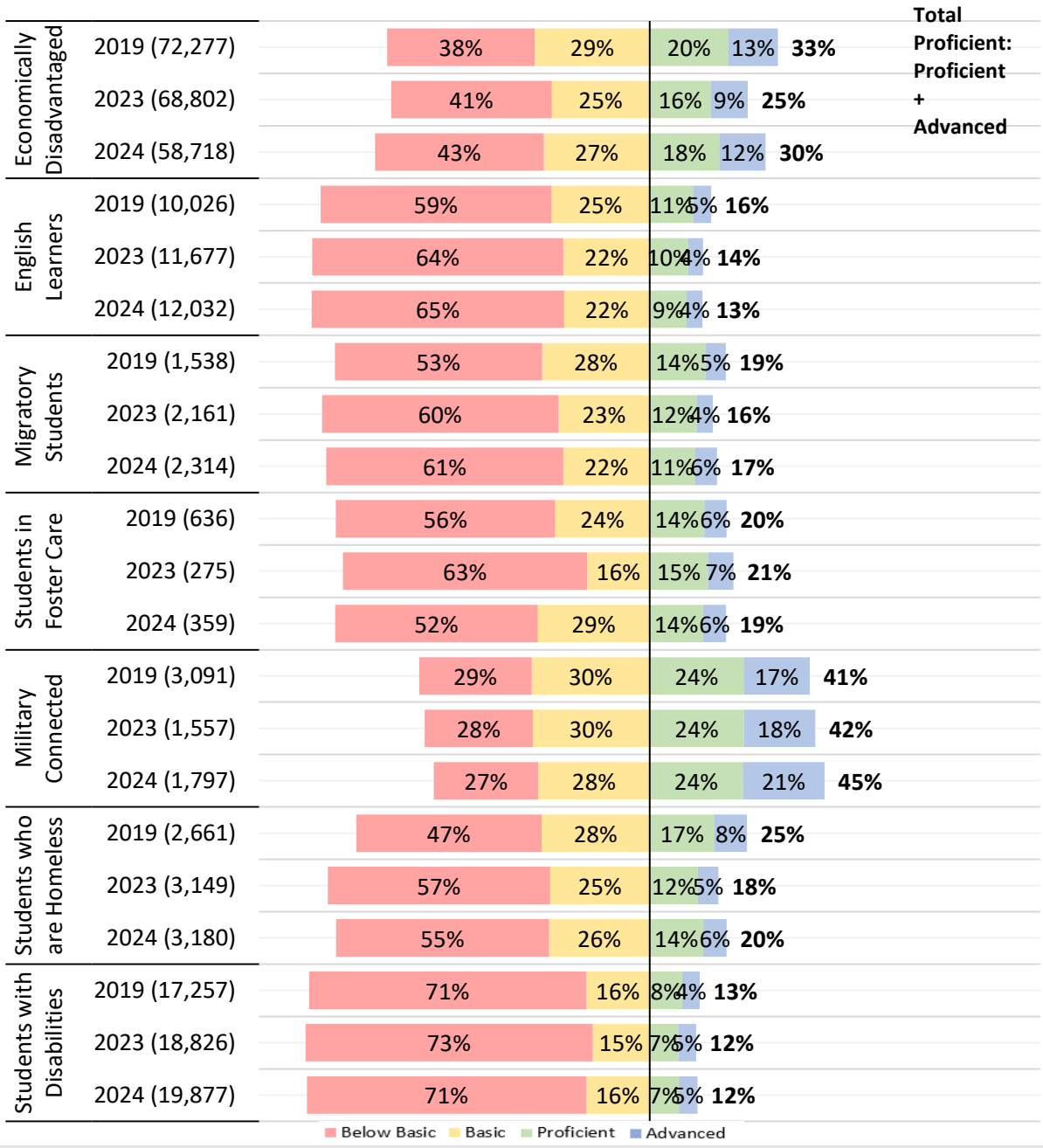


Figure 6 Analysis

- Students identified as economically disadvantaged had a 5 percentage point gain in total proficiency from 2023 to 2024.
- Only Military Connected students had a 2024 total proficiency rate (45%) near or higher than the All Students group (44%).
- Most groups have not recovered from Covid-related proficiency decreases.

Figure 7: ISAT Math Average Scale Score vs. Proficiency Cut, by Cohort

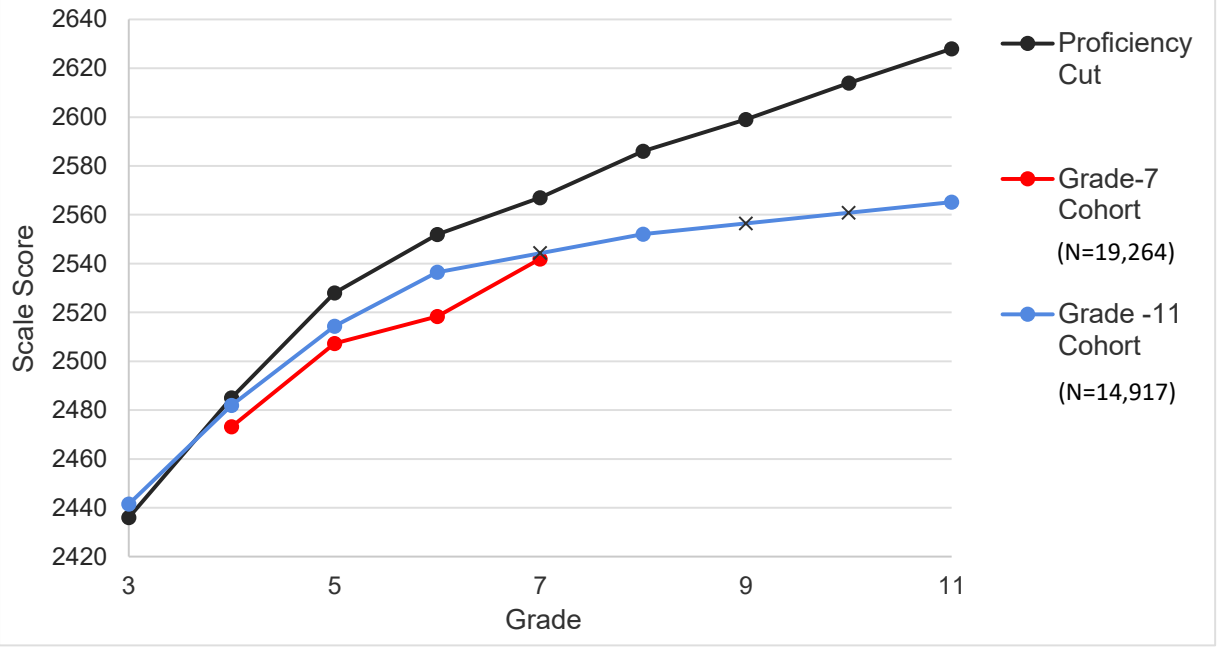


Figure 7 Analysis

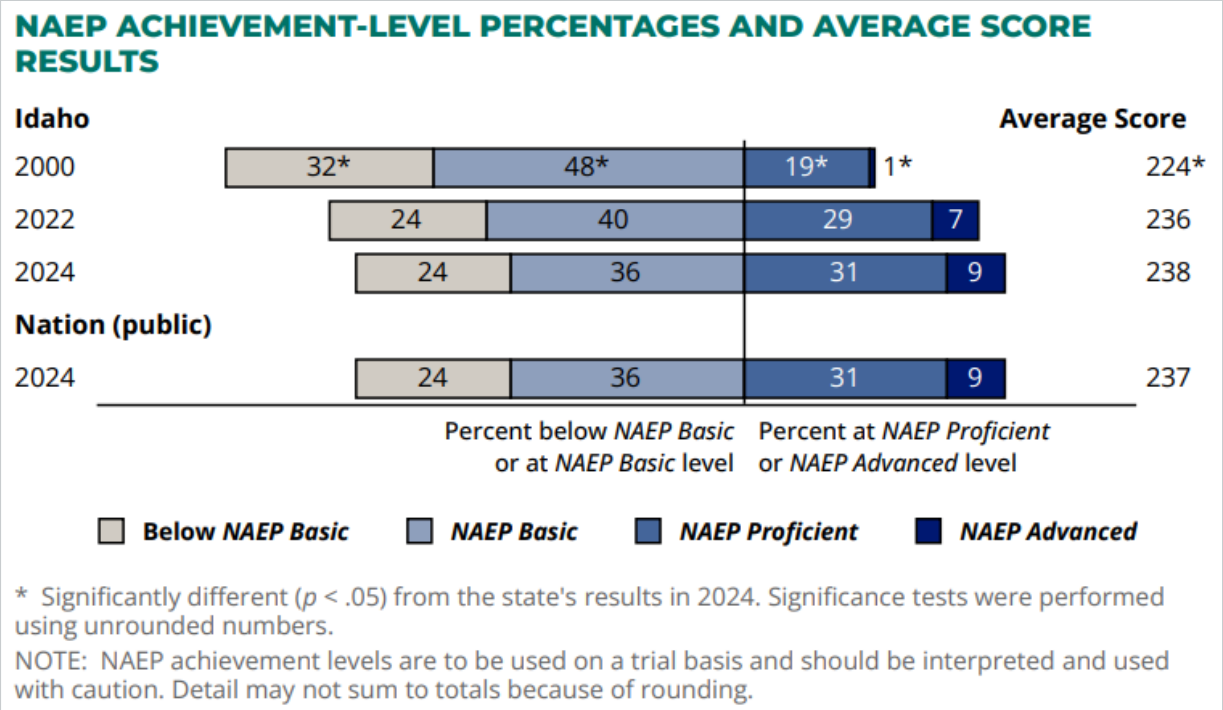
- Figure 5 shows long-term performance of two cohorts of students – those in grade 7 and grade 11 in 2024. This data includes scores from students who remained in their cohort.
- Both cohorts had average scale scores near the proficiency cut score in grade 3 and grade 4. The groups' average scale scores begin falling and flattening as they move through the K-12 system, with the largest difference between average scale score and the proficiency cut occurring in each cohort's highest grade (7 and 11).

NATIONAL ASSESSMENT OF EDUCATIONAL PROGRESS (NAEP)[23]

The National Assessment of Educational Progress (NAEP) is administered in grades 4 and 8. The assessment is administered to a randomly-selected sample of students of a wide variety of demographics including those from different racial/ethnic backgrounds, students with disabilities (SD), English learners (EL), and those from economically disadvantaged backgrounds (who qualify for the National School Lunch Program). The NAEP incorporates essential inclusive policies and practices into every aspect of the assessment to ensure an assessment that yields meaningful NAEP results for all students. National data, including comparisons between subgroups of students can be found on the National Assessment Governing Board website.

Grade 4 Mathematics

Figure 8: NAEP Grade 4 Math, Average Scores, Idaho and National, 2000, 2022, 2024



NAEP Grade 4 Math Analysis (Figures 8 - 10)

- Idaho's 2024 Grade 4 NAEP Math performance (Figure 8 above) was the same as national averages and statistically significantly higher than the state's 2000 NAEP performance.
- The long-term Grade 4 NAEP performance trend is provided in Figure 9 (following page). Idaho's performance was highest in 2005 and 2019, and a pandemic impact is apparent.
- Figure 10 (following page) is similar to other Idaho data that demonstrates gaps in performance between racial / ethnic subgroups and based on socioeconomic status.

[23] National Center for Education Statistics, n.d.

Figure 9: NAEP Grade 4 Math, Averages Scores, Idaho and National, 2000-2024

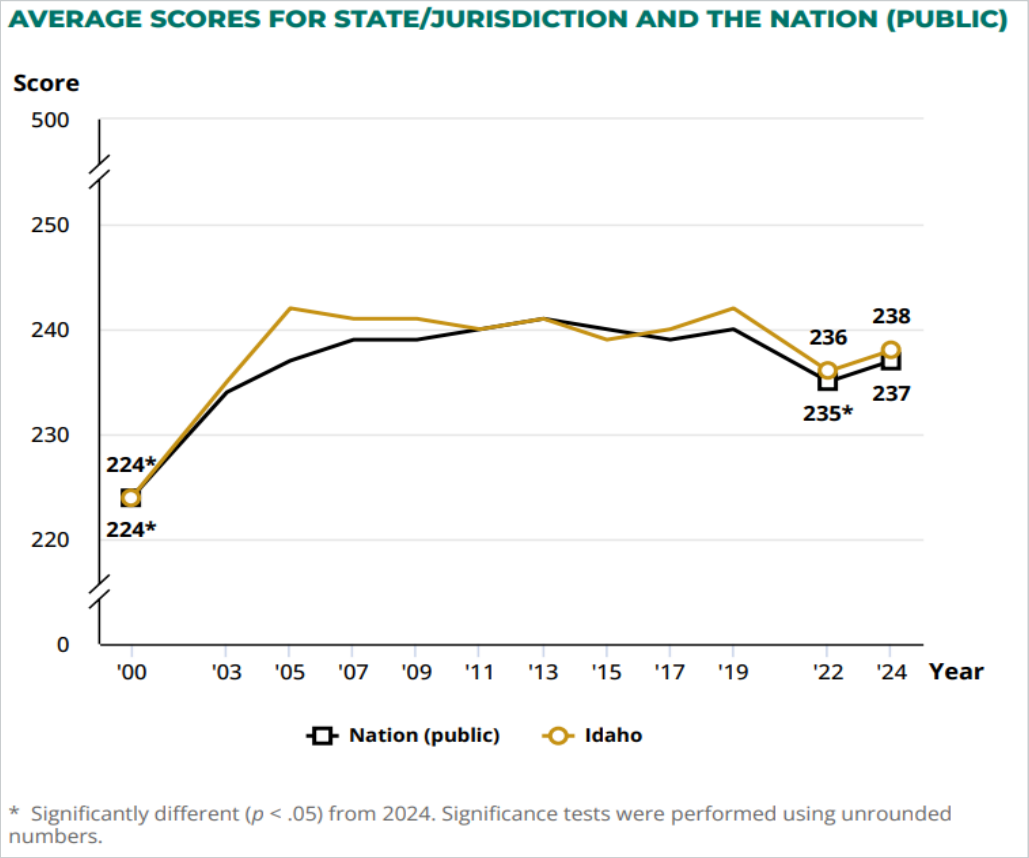


Figure 10: NAEP Grade 4 Math, Averages Scores, Idaho Student Groups, 2024

RESULTS FOR STUDENT GROUPS IN 2024

REPORTING GROUPS	PERCENTAGE OF STUDENTS	AVG. SCORE	PERCENTAGE AT OR ABOVE *NAEP* *BASIC*	*PROFICIENT*	PERCENTAGE AT *NAEP* *ADVANCED*
Race/ethnicity					
American Indian/Alaska Native	1	‡	‡	‡	‡
Asian	1	‡	‡	‡	‡
Black	1	‡	‡	‡	‡
Hispanic	21	223	64	24	3
Native Hawaiian/Pacific Islander	#	‡	‡	‡	‡
Two or More Races	3	244	80	46	17
White	72	243	81	46	11
Gender					
Male	51	242	79	46	12
Female	49	235	74	36	6
Economically disadvantaged status					
Economically disadvantaged	41	226	64	26	4
Not economically disadvantaged	57	248	85	51	13

Rounds to zero.
‡ Reporting standards not met.
NOTE: Detail may not sum to totals because of rounding, and because the "Information not available" category for the Economically Disadvantaged Status is not displayed. Black includes African American and Hispanic includes Latino. Race categories exclude Hispanic origin.

Grade 8 Mathematics

Figure 11: NAEP Grade 8 Math, Average Scores, Idaho and National, 2000, 2022, 2024

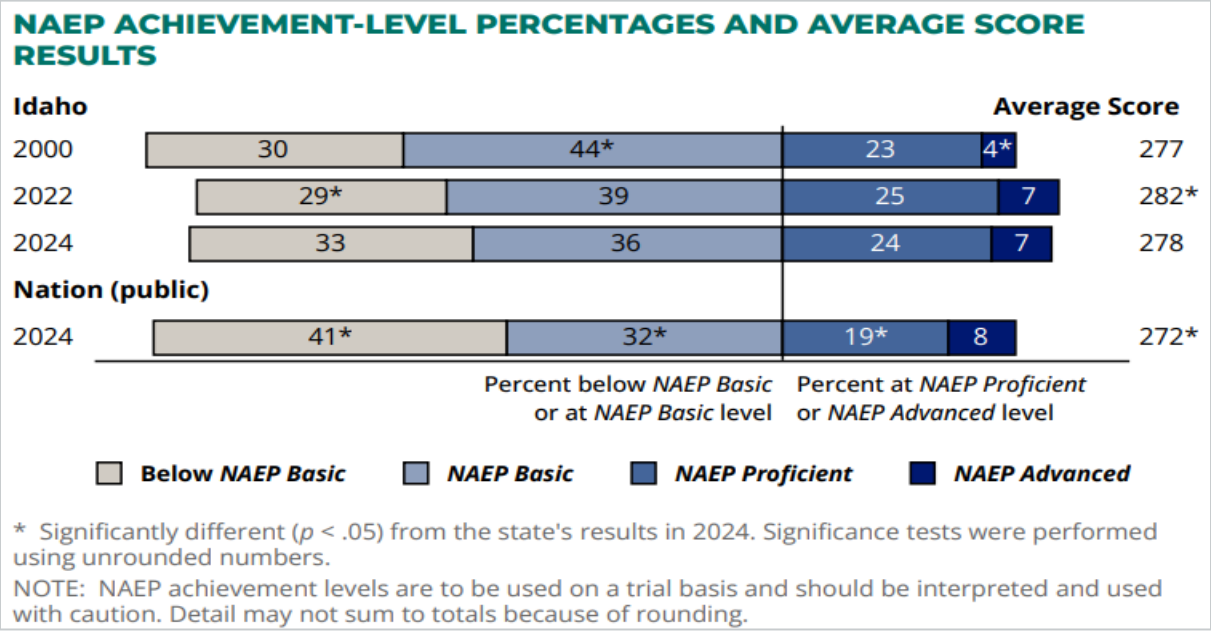


Figure 12: NAEP Grade 8 Math, Averages Scores, Idaho and National, 2000-2024

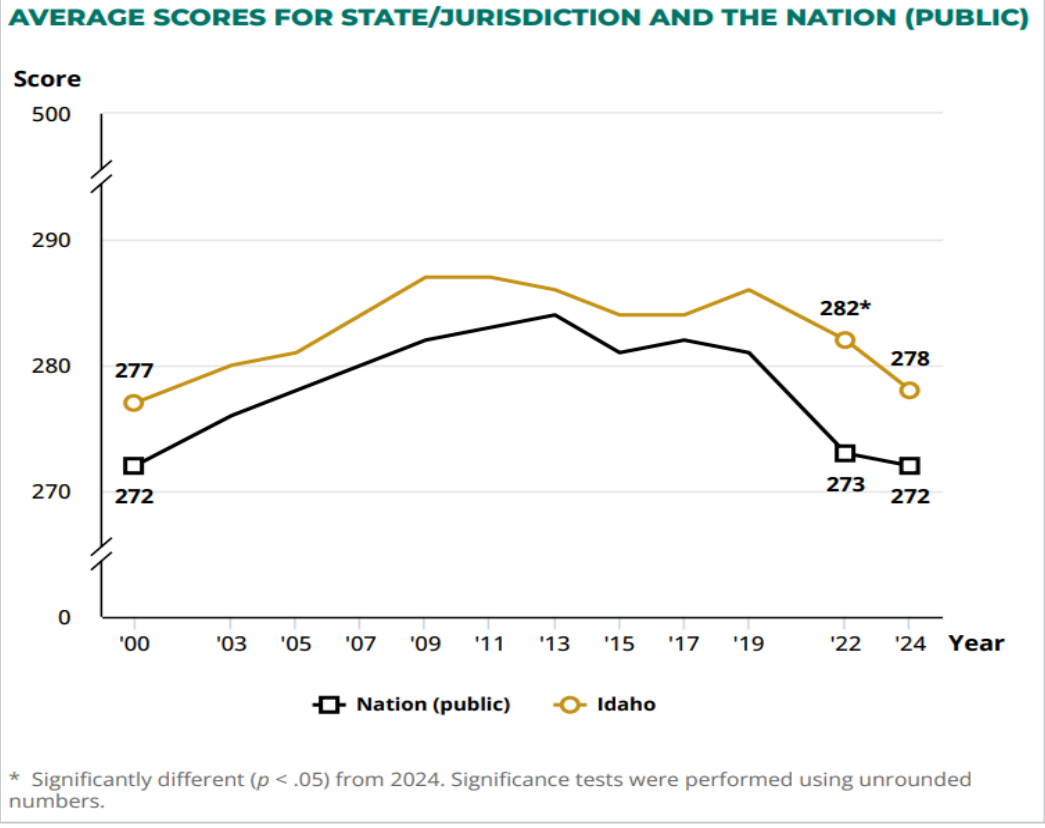


Figure 13: NAEP Grade 8 Math, Averages Scores, Idaho Student Groups, 2024

RESULTS FOR STUDENT GROUPS IN 2024

REPORTING GROUPS	PERCENTAGE OF STUDENTS	AVG. SCORE	PERCENTAGE AT OR ABOVE *NAEP* *BASIC*	*PROFICIENT*	PERCENTAGE AT *NAEP* *ADVANCED*
Race/ethnicity					
American Indian/Alaska Native	1	‡	‡	‡	‡
Asian	1	‡	‡	‡	‡
Black	1	‡	‡	‡	‡
Hispanic	20	256	44	13	1
Native Hawaiian/Pacific Islander	#	‡	‡	‡	‡
Two or More Races	3	‡	‡	‡	‡
White	74	284	74	35	8
Gender					
Male	51	279	67	33	8
Female	49	277	66	28	6
Economically disadvantaged status					
Economically disadvantaged	33	261	50	15	2
Not economically disadvantaged	66	287	75	39	10

Rounds to zero.
‡ Reporting standards not met.
NOTE: Detail may not sum to totals because of rounding, and because the "Information not available" category for the Economically Disadvantaged Status is not displayed. Black includes African American and Hispanic includes Latino. Race categories exclude Hispanic origin.

NAEP Grade 8 Math Analysis (Figures 11 - 13)

- As shown in Figure 11 (previous page), Idaho's Grade 8 2024 NAEP performance was higher than the national averages, but lower than the state's 2022 performance.
- Figure 12 (previous page) shows that Idaho has long outperformed national averages in 8th grade NAEP Math performance, but the pandemic had notable, negative impact.

IDAHO MATH EDUCATOR DATA

The data on the following page provides some information regarding the level of math expertise of Idaho teachers who provided mathematics instruction to middle grades students during the 2024-25 school year. Notably, this data separates teachers by those with mathematics specific endorsements and those without such endorsement.

At this time, Idaho does not track mathematics professional development or graduate level coursework completed that does not result in an endorsement. Thus, state staff and work group members recognize that this analysis does not account for all mathematics specific training completed by teachers. The 2023 Math Work Group and the 2025 Comprehensive Math Plan Work Group have both recommended the state develop a system to track non-endorsement math coursework (perhaps using a micro-credentialing approach).

The data gathered for this review included teachers in mathematics placements with students in grades 6 through 9. Teachers providing instruction to grade 9 in high school settings were removed from the data.

Figure 14: Endorsements of Grade 6-8 Math Teachers

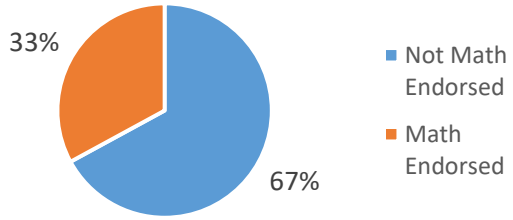


Figure 15: Endorsements of MS & Jr. High Math Teachers

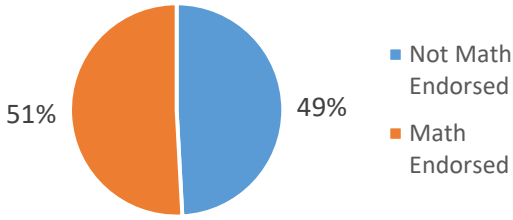
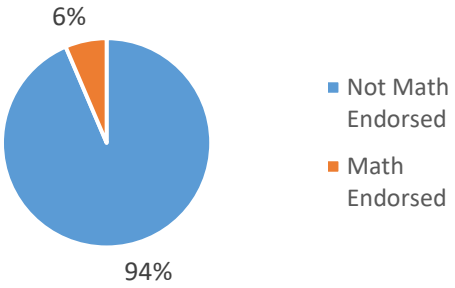


Figure 16: Endorsements of Grade 6 Elementary Teachers



Educator Endorsements Data Analysis (Figures 14 - 16)

- Only 33% of math teachers providing instruction to grades 6 through 8 (in elementary, middle school, and junior high placements) have a math specific endorsement.
- 51% of teachers in middle school and junior high placements have a math endorsement.
- 6% of 6th grade teachers in elementary placements have a math specific endorsement.
- While a figure is not included here, a very high percentage of 9th grade teachers in junior high settings have a math endorsement, as it is required to provide high school mathematics instruction.

SECTION V:

CONCLUSION

COORDINATED ACTION TO ADVANCE MATH OUTCOMES

As technology continues to reshape the global economy, the ability to apply strong mathematical thinking is becoming increasingly essential for Idaho's citizens. Prior to the pandemic, Idaho's math outcomes were gradually but consistently improving. Although elementary math performance is similar to pre-pandemic levels, students whose foundational math instruction was disrupted still require targeted support.

To measurably improve K-12 math outcomes, Idaho must intensify and expand our math initiative, with a focus on improving teaching and learning and delivering effective, individualized interventions to students. This plan must be implemented with an emphasis on removing barriers to student success. We must deepen our efforts to identify and address challenges faced by vulnerable and underserved students, such as English Learners, students receiving special education services, and those facing economic hardship.

The Idaho Comprehensive Mathematics Plan and complementary Mathematics Instructional Guide are designed to set the priorities for the next phase of our K-12 Math Initiative implementation strategy and approach. This call to action requires coordinated efforts from all stakeholders – policymakers, educators, families, and the community. The goals and next steps outlined in this plan require recognition of our shared responsibility and commitment to investing time and resources.

GLOSSARY

Accommodations: Changes in the curriculum, instruction, or testing format or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities.[24]

Assessment Types- Formative, Interim, Summative[25]

- Formative Assessments: Measures used during instruction as a planned, ongoing process to inform teaching. Can include: observations, class discussions, quizzes, student self-assessments, and other teacher-created metrics.
- Interim Assessments: Measures given periodically to monitor student progress toward learning expectations. Often used for accountability, but can support instruction if educators have access to analyze test items and standards.
- Summative Assessments: Tests designed to evaluate learning at a specified endpoint, such as an instructional unit, course, or year (e.g. final exams, state standardized tests). These are typically used for grading and accountability.

Balanced assessment system: A system of assessments that includes both assessment for learning (formative assessments) and assessment of learning (interim and summative assessments).[26]

Comprehensive data system: A system for collecting data on large groups (i.e. students), typically at a district, state, or federal level. A comprehensive data system encompasses a wide range of data points that can be analyzed for research or evaluative purposes, and may include some or all of the following: student information, staff information, curriculum or instructional data, assessment data, financial data, communication data.[27]

Computer adaptive: An assessment designed using an algorithm that presents questions to students based on their performance on previous questions, allowing for a more precise determination of the student's performance on the assessment.[26]

Core instruction: Instruction routinely provided to all students in a general education setting. This is the foundation of learning that all students receive every year, emphasizing grade level content standards.[28]

[24] Idaho State Department of Education, 2024
[25] Evans & Thompson, 2022; Michigan Assessment Consortium, 2024
[26] Michigan Assessment Consortium, 2024
[27] School Analytix, n.d.
[28] Branching Minds, n.d.

Criterion-referenced vs. Norm-referenced scoring[29]

- Criterion-referenced: Compare a student's score to a pre-established standard based on the content the assessment is measuring. Idaho Example: the Idaho Standards Achievement Test (ISAT), which measures student's knowledge and skills as compared to the Idaho Academic Content Standards
- Norm-referenced: Compare a student's score to other students who took the same test (often across a state or the nation). Idaho Example: The Idaho Reading Indicator (IRI) by Istation (used 2017-18 to 2024-25) compared Idaho students' scores to those of all students who took the Istation across the United States and assigned the student a percentile ranking that then placed them within a scoring category.

Early learning providers: Agencies and individuals that provide preschool, prekindergarten, or daycare services.

English learners (ELs): Students who are unable to communicate fluently or learn effectively in English, who often come from non-English-speaking homes and backgrounds, and who typically require specialized or modified instruction in both the English language and in their academic courses.[30]

Evidence-based (teaching strategies, practices, interventions): Any of a wide number of discrete skills, techniques, or strategies which have been demonstrated through experimental research or large-scale field studies to be effective.[31]

Flexible grading practices: Grading practices that offer educators more flexibility in communicating students' progress toward learning expectations. Also referred to as alternative grading systems or approaches, and can include standards-based grading, specifications grading, contract grading, mastery grading, ungrading / student self-grading, and more.[32]

Growth mindset: A learner's belief that their intelligence can expand and develop with effort and learning.[33]

Inclusion: Providing all students, including those with disabilities, with the opportunity to receive instruction in age-appropriate general education classrooms. Inclusion related practices (inclusive instructional practices, inclusive scheduling, etc.) are intentional decisions and strategies that support inclusion-based instruction for students with disabilities to the highest extent possible.[34]

Job-embedded professional development: Teacher learning that is grounded in day-to-day teaching practice and is designed to enhance teachers' content-specific instructional practices with the intent of improving student learning. It is typically school-day or classroom based and is

[29] Assessment Learning Network, 2019
[30] Glossary of Education Reform, n.d.
[31] IRIS Center, n.d.
[32] Mendez-Padilla, 2025; Townsley & Buckmiller, 2020
[33] Dweck, et al, 2014
[34] Francisco et al, 2020

integrated into the workday, consisting of teachers assessing and finding solutions for authentic and immediate problems of practice as part of continuous improvement.[35]

Onboarding: Is the act of bringing new employees up to speed on the organization's goals, strategies, rules, internal processes, expectations, and culture.[36]

Out-of-school time providers: An agency that provides a supervised program when school is not in session. This can include before- and after- school programs on a school campus or at separate facilities.[37]

Mathematics (math): a "way of knowing" that includes reasoning processes and the ability to solve problems. Students can use mathematical models and justifications to understand, question, and critique the world around us. [38, 39]

Mathematical Language Routines (MLRs): Structured but adaptable formats for amplifying, assessing, and developing students' language in math class. These routines emphasize meaningful and purposeful language use, rather than just getting right answers.[40]

Mathematical Proficiency: The ability to productively solve problems through demonstration of five interwoven and interdependent capacities: conceptual understanding, procedural fluency, strategic competence, adaptive reasoning, and productive disposition. [41] Students demonstrate their mathematical proficiency by mastering the Idaho State Content Standards in Mathematics.

Mathematical proficiency strands of the Idaho Math Rope (as adopted based on the Five Strands of Mathematical Proficiency)[31]:

- Conceptual understanding: Comprehension of mathematical concepts, operations, and relations.
- Procedural fluency: Skill in carrying out procedures flexibly, accurately, efficiently, and appropriately.
- Strategic competence: Ability to formulate, represent, and solve mathematical problems.
- Adaptive reasoning: Capacity for logical thought, reflection, explanation, and justification.
- Productive disposition: Habitual inclination to see mathematics as sensible, useful, and worthwhile, coupled with a belief in diligence and one's own efficacy.

Mathematical Reasoning: The process of manipulating and analyzing objects, representations, diagrams, symbols, or statements to draw conclusions based on evidence or assumptions.

[35] Croft et al, 2010
[36] Douglas, 2011
[37] CDC Healthy Schools, n.d.
[38] Idaho State Board of Education, 2021
[39] National Council of Teachers of Mathematics, 2020
[40] Illustrative Mathematics, n.d.
[41] National Research Council, 2001

Multi-tiered system of supports (MTSS): Idaho Multi-Tiered System of Support (MTSS) is a prevention-based framework of team-driven, data-based decision -making for improving outcomes for all students. The five essential components of Idaho's MTSS include; leadership, assessment, data-based decision making, multi-tiered instruction, and family and community engagement.

Pedagogy: The study of optimal frameworks and techniques for teaching and learning, including both the methods teachers use to guide students' learning and the theoretical principals and practical strategies that underpin effective instruction.[42]

Professional learning communities (PLCs): Teacher learning that is grounded in collaborative cycles of inquiry and action research, operating under the assumption that key to improved learning for students is continuous job-embedded learning for educators. Professional learning communities include the cyclical process of gathering evidence of learning, developing strategies based on those conclusions, implementing the strategies, analyzing the impact, and applying new knowledge.[43]

Reflective practice: An intentional process of systematic inquiry through which teachers collect evidence and reflect on and analyze their teaching practice (including planning, teaching methods, behavior management, communication, etc.) with the intention of improving their teaching.[44]

Sustained professional development: Sustained professional development takes place over an extended period of time, rather than as a short, one-time event or workshop. It typically involves multiple touch points and a significant number of hours. Research suggests that teachers need 50 hours or more of professional development in a subject to "improve their skills and their students' learning."[45]

Systematic, explicit instruction: A structured, systematic, and effective methodology for teaching academic skills.[46] Explicit instruction happens when a teacher intentionally covers academic material, scaffolding on previous knowledge and ensuring students grasp new material.

[42] Djoub, 2024
[43] Dufour et al, 2013
[44] Attwell & Millis, 2024; Suphasri & Chinokul, 2021
[45] Darling-Hammond et al, 2009
[46] Archer & Hughes, 2011

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RESOURCES

Resources Linked in the Plan

- Idaho Consolidated State Plan
- Idaho Early Learning Guidelines
- Idaho State Board of Education Strategic Plan
- Idaho State Content Standards

Additional Resources

Mathematics Instructional Resources:

- Idaho State Department of Education - Mathematics
- Idaho Regional Math Centers: Boise State University RMC; Idaho State University RMC; Lewis Clark State College RMC; University of Idaho RMC
- National Council of Teachers of Mathematics
- Center on Multi-tiered System of Supports (MTSS)

Assessment Literacy Resources:

- Michigan Assessment Consortium Assessment Literacy Standards

Data on Idaho districts, schools, and students:

- Idaho Report Card
- National Assessment of Educational Progress (NAEP); NAEP Idaho Profile

Early learning resources:

- Idaho Early Learning Collaboratives
- Idaho Commission for Libraries

Other Resources:

- Idaho State Department of Education - School Improvement & Support
- Idaho Mentor Standards

IDAHO DIVISION OF CAREER TECHNICAL EDUCATION

SUBJECT

Board Policy VII.C. Career Technical Educator Certification – First Reading

REFERENCE

August 26, 2021	Board approved first reading of proposed amendments to Board Policy IV.E. updating career technical educator endorsement provisions.
October 21, 2021	Board approved second reading of proposed amendments to Board policy IV.E.
June 14, 2023	Board approved first reading of proposed amendments to Board policy IV.E. moving the policies regarding the Division to Section VII and repealing Board policy IV.E.
August 23, 2023	Board approved second reading of proposed amendments, repealing Board Policy IV.E. and establishing Board Policy Section VII for Division of CTE policies.
June 13, 2024	Board approved first reading of proposed amendments to Board policy VII.E. creating new endorsements for cybersecurity and aircraft maintenance and updating language regarding small engine repair and outdoor power equipment.
August 21, 2024	Board approved second reading of proposed policy amendments adding two new endorsement areas.

APPLICABLE STATUTE, RULE, OR POLICY

State Board of Education Policy VII.C.
Section 33-2201, 33-2203, and 33-2205, Idaho Code.

BACKGROUND/DISCUSSION

Pursuant to Section 33-2203, Idaho Code, the State Board for Career Technical Education is authorized "to prescribe qualifications for teachers, directors and supervisors for such subjects, and to have full authority to provide for the certification for such" educators. The Division is responsible for managing the process and issuing career technical secondary and postsecondary educator certificates. The minimum requirements for issuing career technical certificates are established in Section 33-2205, Idaho Code, while the program area endorsement requirements are contained in Board policy VII.C.

As the Division works through the annual process of updating existing standards or creating standards for emerging career technical education programs it also triggers a review of any impacted certificate endorsement areas. This year one new endorsement area has been identified as well as minor technical corrections.

The proposed amendment creates a new endorsement for aviation. Additional technical corrections include adding a Board Policy reference to the computer science and engineering endorsement language for the respective degree-based Career technical certificate endorsements.

The Forestry endorsement, for the new Forestry pathway area is scheduled to come before the Board in the next update cycle.

IMPACT

The proposed amendments will add an endorsement area for the new aviation pathway and make technical corrections.

ATTACHMENTS

Attachment 1 – Board Policy VII.C. First Reading

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

I move to approve the first reading of Board Policy VII.C. Career Technical Educator Certification as provided in attachment 1

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: VII. DIVISION OF CAREER TECHNCIAL EDUCATION
Subsection: C. Career Technical Educator Certification ~~August 2024~~October 2025

~~Occupational Specialist Certificate Endorsements, effective July 1, 2020.~~ Pursuant to Section 33-1201, Idaho Code, every person employed in an elementary or secondary school in the capacity of a teacher must have a certificate issued under the authority of the State Board of Education. Certification requirements are established in IDAPA 08.02.02. Each certificate must have one or more endorsements indicating the occupational area the teacher is qualified to provide instruction in. Endorsement eligibility is determined by the Idaho Division of Career Technical Education as applicable to the type of career technical education certification, and industry experience. Career technical education certificate endorsements consist of the following:

1. Endorsements A-C
   a. Administrative Services (6-12). Industry experience that indicates applied competence in the majority of the following areas: proficiency in word processing, spreadsheet, database, presentation, and technology media applications; accounting functions; legal and ethical issues that impact business; customer relations; business communication; and business office operations.
   b. Agribusiness (6-12). Industry experience that indicates applied competence in the majority of the following areas: plant and animal science; agricultural economic principles; business planning and entrepreneurship; agriculture business financial concepts and recordkeeping systems; risk management in agriculture; laws related to agriculture and landowners; marketing and sales plans; and sales.
   c. Agriculture Food Science and Processing Technologies (6-12). Industry experience that indicates applied competence in the majority of the following areas: properties of food; principles of processing; post-processing operations; safety practices; and equipment and tools used in food processing.
   d. Agriculture Leadership and Communications (6-12). Industry experience that indicates applied competence in the majority of the following areas: applied communications and leadership through agricultural education; supervised agricultural experience; career opportunities in agricultural science, communications, and leadership; agriculture's impact on society; agricultural science principles; agricultural communication principles; and agricultural leadership principles.
   e. Agriculture Mechanics and Power Systems (6-12). Industry experience that indicates applied competence in the majority of the following areas: safety practices; tools and hardware; metal technology; power systems; electricity; mathematical applications; insulation; and careers in agricultural mechanics and powers systems.
   f. Aircraft Maintenance (6-12). Industry experience that indicates applied competence in the majority of the following areas: aviation safety regulations, aviation industry trends; aviation career paths, skills, and qualifications; knowledge of aircraft systems including electrical, hydraulic, pneumatic, avionics, and

propulsion systems, and other components; aircraft maintenance principles and practices; maintenance tools and equipment; experience in inspecting, troubleshooting, and diagnosing issues with aircrafts; composite repair techniques, and preventative and structural maintenance.

g. Animal Science (6-12). Industry experience that indicates applied competence in the majority of the following areas: animal agricultural industries; nutritional requirements for livestock; livestock reproductive systems; principles of evaluation for animal selection; animal welfare, handling, and quality assurance; medication and care; disease transmission and care; harvesting and processing of animal products; and animal science risk management.

h. Apparel/Textiles (6-12). Industry experience that indicates applied competence in the majority of the following areas: fashion trends; design sketches; color and fabric selection; production of clothing and accessories; and enhancement of function and safety.

i. Applied Accounting (6-12). Industry experience that indicates applied competence in the majority of the following areas: accounting functions; accounting ethics; software application packages; financial statements; asset protection and internal controls; inventory records; long-term assets; and payroll procedures.

j. Automated Manufacturing (6-12). Industry experience that indicates applied competence in the majority of the following areas: lab organization and safety practices, blueprint reading, measuring, computer-aided design (CAD); computer-aided manufacturing (CAM), computer numeric control (CNC), fundamental power system principles, manufacturing processes, electronic and instrumentation principles, machining, robotics and materials-handling systems, and additive (3D) printing.

k. Automotive Collision Repair (6-12). Industry experience that indicates applied competence in the majority of the following areas: auto body collision-repair practices; tools; trade skills in refinishing, welding, and painting.

l. Automotive Maintenance and Light Repair (6-12). Industry experience that indicates applied competence in the majority of the following areas: service, maintenance, and repair practices for a wide variety of vehicles; and diagnosing, adjusting, repairing, and replacing individual vehicle components and systems.

m. Aviation (6-12). Industry experience that indicates applied competence in the majority of the following areas: aviation careers/career planning; engineering design; forces of flight; aircraft classifications; aircraft systems and design; aircraft performance; unmanned aircraft systems; aviation weather theory and services; airspace and navigation reviews; flight planning; flight instruments; aircraft documents and regulations; airport operations; pilot responsibilities; and aeromedical factors.

~~m.~~n. Business Digital Communications (6-12). Industry experience that indicates applied competence in the majority of the following areas: elements and principles of design and visual communications; professional communication skills; editing and proofreading; copyright and intellectual property law; portfolio development; content development strategy; branding and corporate identity; graphic communication production; video editing; web page development; web page design and layout; and web-related planning and organizational standards.

~~n.~~o. Business Management (6-12). Industry experience that indicates applied competence in the majority of the following areas: planning and organizing; directing, controlling and evaluating goals and accomplishments; financial decision-making; competitive analysis and marketing strategies; human resource management; customer relations; technology; project management; operations and inventory; and social responsibility.

~~o.~~p. Cabinetmaking and Bench Carpentry (6-12). Industry experience that indicates applied competence in the majority of the following areas: cabinetmaking and millwork production; cutting, refinishing, installing, and shaping of various materials; knowledge of industry standards and construction applications; hardware; and blueprint reading.

~~p.~~q. Certified Welding (6-12). Industry experience that indicates applied competence in the majority of the following areas: fundamental print reading; measurement and layout/fit-up techniques; properties of metals; shielded metal arc welding (SMAW); gas metal arc welding (GMAW and GMAW-S); flux cored arc welding (FCAW-G); gas tungsten arc welding (GTAW); thermal cutting processes; welding codes; inspection and testing principles; and fabrication techniques.

~~q.~~r. Child Development and Services (6-12). Industry experience that indicates applied competence in the majority of the following areas: early childhood-education career paths and opportunities for employment; ethical conduct; advocacy for children; child/human development and learning; family and community relations; child observation, documentation, and assessment; positive relationships and supportive interaction; and approaches, strategies, and tools for early childhood education.

~~r.~~s. Commercial Photography (6-12). Industry experience that indicates applied competence in the majority of the following areas: ethics in photography, elements and principles of design composition, cameras and lenses, exposure settings, light sources, digital workflow, presentation techniques and portfolios, and production using industry standard software.

~~s.~~t. Computer Support (6-12). Industry experience that indicates applied competence in the majority of the following areas: basic network technologies, laptop support, PC support, printer support, operating systems, security, mobile device support, troubleshooting techniques, and trends in the industry.

~~t.~~u. Construction Trades Technology (6-12). Industry experience that indicates applied competence in the majority of the following areas: comprehensive knowledge of structural systems and processes, classical and contemporary construction elements, knowledge of industry standards, knowledge of architecture, basic cabinetry and millwork, and blueprint reading.

~~u.~~v. Cosmetology (6-12). Industry experience that indicates applied competence in the majority of the following areas: hair design; skincare; nail care; industry guidelines and procedures; entrepreneurship; and communications. Instructor must hold a current and valid Idaho license or certificate as a cosmetologist.

~~v.~~w. Culinary Arts (6-12). Industry experience that indicates applied competence in the majority of the following areas: experience as a chef in a full-service restaurant; business operations experience in the culinary/catering industry; communication and organization skills with customers and vendors; industry-

recognized food safety and sanitation certification; knowledge of proper food handling, ingredients, food quality and control practices; culinary tools and equipment; cooking methods; meal preparation; menu planning principles and industry trends and career options.

~~w.~~x. Cybersecurity (6-12). Industry experience that indicates applied competence in the majority of the following areas: fundamentals of cybersecurity, cyber operations, offensive security, defense security, forensics, incident response, networking, risk management, cyber systems thinking, and advanced topics in cybersecurity

2. Endorsements D-N
   a. Dental Assisting (6-12). Industry experience that indicates applied competence in the majority of the following areas: dental professions pathways; ethics in dental practice; nutrition as related to oral health; infection control; occupational safety; dental-related anatomy and pathology; dental anesthesia; dental assisting skills; dental materials; and dental radiology. Instructor must hold a current and valid Idaho license or certificate as a dental assistant, dental hygienist, or dentist.
   b. Digital Media Production (6-12). Industry experience that indicates applied competence in the majority of the following areas: graphic design industry structure; elements and principles of design composition; visual communication; industry-standard software production; ethics and graphic design; digital portfolios; mathematical skills as related to design; communication skills; editing and proofreading; video editing; digital media and production; dissemination techniques and methods; broadcasting equipment, camera, and lens operations; light sources; presentation techniques; public speaking; and writing skills.
   c. Drafting and Design (6-12). Industry experience that indicates applied competence in the majority of the following areas: technical drawings, scale drawings, architectural drafting, mechanical drafting, orthographic projection, two- and three-dimensional drawings, manual drafting, and computer aided design.
   d. Ecology and Natural Resource Management (6-12). Industry experience that indicates applied competence in the majority of the following areas: ecological concepts and scientific principles related to natural resource systems; forest types; forest management components and practices; fire ecology and management; importance and application of GPS/GIS in natural resource management; fish and wildlife ecology; and mineral and energy resources management.
   e. Electrical Technology (6-12). Industry experience that indicates applied competence in the majority of the following areas: digital and solid-state circuits, DC principles, AC concepts, soldering techniques, circuits, and electrician-associated electronic components and tools. Instructor must hold a current and valid Idaho license or certificate as an electrician.
   f. Electronics Technology (6-12). Industry experience that indicates applied competence in the majority of the following areas: digital and solid-state circuits; DC principles; AC principles; soldering techniques; circuits; digital electronics; electronic circuits; electronic devices; and electronic digital circuitry simulations and associated electronic components and tools.

g. Emergency Medical Technician (EMT) (6-12). Industry experience that indicates applied competence in the majority of the following areas: fundamental knowledge of the emergency management services (EMS) system; medical and legal/ethical issues in the provision of emergency care; EMS systems workforce safety and wellness; documentation; EMS system communication; therapeutic communication; anatomy and physiology; medical terminology; pathophysiology; and lifespan development (per the EMR and EMT sections of the Idaho EMS Education Standards located on the Idaho Department of Health and Welfare website). Instructor must have passed the National Registry exam. Instructor must hold a current and valid Idaho EMS license or certificate and be certified as an EMT instructor through Idaho EMS.
h. Firefighting (6-12). Industry experience that indicates applied competence in the majority of the following areas: knowledge of local, state, and federal laws and regulations; firefighting procedures; firefighting tactics; firefighting equipment and vehicles; EMT basic training; first aid and CPR training; and reporting requirements under Idaho criminal code. Instructor must hold a current and valid Idaho license or certificate as an EMT and firefighter.
i. Graphic Design (6-12). Industry experience that indicates applied competence in the majority of the following areas: the graphic design industry; elements and principles of design and visual communication; production using industry standard software; branding and corporate identity; ethical and legal issues related to graphic design; portfolio development and evaluation; mathematics for visual communications; communication; editing and proofreading; graphic design in digital media; and applied art.
j. HVAC Technology (6-12). Industry experience that indicates applied competence in technical subjects and skills related to the HVAC trade as approved by the Idaho HVAC Board and the Idaho State Board for Career Technical Education: installing, altering, repairing, and maintaining HVAC systems and equipment including air conditioners, venting or gas supply systems, ductwork, and boilers. Instructor must hold a current and valid Idaho license or certificate as an HVAC Technician.
k. Heavy Duty Truck and Equipment (6-12). Industry experience that indicates applied competence in the majority of the following areas: knowledge of diesel engine service; preliminary inspection; identification and repair of vehicle components; preventative maintenance; and heavy equipment applications.
l. Hospitality Management (6-12). Industry experience that indicates applied competence in the majority of the following areas: business structures; economics; human resources; sales and marketing; finance and budgeting; safety and security; legal and ethical considerations; event planning and management; teamwork; communication skills; lodging operations; and food and beverage operations.
m. Hospitality Services (6-12). Industry experience that indicates applied competence in the majority of the following areas: careers in the hospitality and tourism industry; customer service; event planning implementation; procedures applied to safety, security, and environmental issues; practices and skills involved in lodging occupations and travel-related services; and facilities management.

n. Industrial Mechanics (6-12). Industry experience that indicates applied competence in the majority of the following areas: industrial mechanics knowledge; shop skills; diagnostic and repair techniques; welding; hydraulic; electronic systems; and maintenance and preventative maintenance.
o. Journalism (6-12). Industry experience that indicates applied competence in the majority of the following areas: legal and ethical issues related to journalism and photojournalism, principles and techniques of media design, design formats, journalistic writing, social media and digital citizenship, and media leadership.
p. Law Enforcement (6-12). Industry experience that indicates applied competence in the majority of the following areas: knowledge of local, state, and federal laws and regulations; defensive strategies; investigative strategies; search principles and strategies; tactical procedures; vehicle operations; knowledge of weapons and use where appropriate; first aid and CPR training; social and psychological sciences; and identification systems.
q. Marketing (6-12). Industry experience that indicates applied competence in the majority of the following areas: economic systems; international marketing and trade; ethics; external factors to business; product/service management; pricing; distribution channels; advertising; sales promotion; public relations; retail management; market research and characteristics; digital marketing; and financing and financial analysis.
r. Medical Assisting (6-12). Industry experience that indicates applied competence in the majority of the following areas: human anatomy, physiology and pathology, medical terminology, pharmacology, clinical and diagnostic procedures, medication administration, patient relations, medical law and ethics, scheduling, records management, and health insurance. Instructor must hold a current and valid medical assistant certification as evidenced in the national registry.
s. Networking Support (6-12). Industry experience that indicates applied competence in the majority of the following areas: PC hardware configuration, fundamental networking technologies, operating systems, basic networking, basic security, and basic network configurations.
t. Nursing Assistant (6-12). Industry experience that indicates applied competence in the majority of the following areas: scope of practice; ethics and legal issues; communication and interpersonal relationships; documentation; care practices; infection prevention; human anatomy and physiology; medical terminology; personal care procedures; physiological measurements; nutritional requirements and techniques; procedures and processes related to elimination; quality patient environment; patient mobility; admission, transfer, and discharge procedures; care of residents with complex needs; and safety and emergency. Instructor must hold a current and valid Idaho registered nursing license and be approved as a certified CNA primary instructor through Idaho Department of Health and Welfare.

3. Endorsements O-Z
   a. Ornamental Horticulture (6-12). Industry experience that indicates applied competence in the majority of the following areas: safety practices; plant anatomy; plant physiology; plants identification skills; growing media; plant nutrition; integrated pest management; plant propagation; ornamental horticulture crops;

business concepts; plant technologies; ornamental design standards; and career opportunities in ornamental horticulture.

b. Pharmacy Technician (6-12). Industry experience that indicates applied competence in the majority of the following areas: patient profile establishment and maintenance; insurance claim preparation; third-party insurance provider correspondence; prescription and over-the-counter medications stocking and inventorying; equipment and supplies maintenance and cleaning; and cash register operation. Instructor must be a pharmacist, registered nurse, or pharmacy technician holding a current and valid Idaho license or certification.
c. Plant and Soil (6-12). Industry experience that indicates applied competence in the majority of the following areas: plant anatomy and identification; plant processes, growth, and development; soil and water; plant nutrition; integrated pest management; careers and technology; and safety.
d. Plumbing Technology (6-12). Industry experience that indicates applied competence in technical subjects and skills related to the plumbing trade as approved by the Idaho Plumbing Board and the Idaho Board for Career Technical Education: repairing, installing, altering, and maintaining plumbing systems and fixtures including interconnecting system pipes and traps, water drainage, water supply systems, and liquid waste/sewer facilities. Instructor must hold a current and valid Idaho license or certificate as a plumber.
e. Powersports and Outdoor Power Equipment (6-12). Industry experience that indicates applied competence in the majority of the following areas: workplace safety; tools and equipment; precision measuring instruments and fasteners; unit, equipment, and component identification; engine repair, lubrication, and cooling; electrical/electronic systems; fuel, ignition, and engine management systems; drives, clutches, axles, and transmission systems; wheels, tires and brake systems; chassis, suspension, and steering systems; and hydraulic systems.
f. Pre-Engineering Technology (6-12). Industry experience that indicates applied competence in the majority of the following areas: lab safety; impacts of engineering; ethics of engineering; design process; documentation; technical drawing; 3D modeling; material science; power systems; basic energy principles; statistics; and kinematic principles.
g. Precision Machining (6-12). Industry experience applied the majority of the following areas: precision machining practices; tools used to shape parts for machines; industrial mechanics; shop skills; safety in practice; blueprint reading; and diagnostic and repair techniques.
h. Programming and Software Development (6-12). Industry experience that indicates applied competence in the majority of the following areas: basic programming principles; problem solving; programming logic; validation; repetition; programming classes;, exceptions, events, and functionality; arrays and structure; design principles; system analysis; and implementation and support.
i. Rehabilitation Services (6-12). Industry experience that indicates applied competence in the majority of the following areas: ethical, legal, and professional responsibilities; medical terminology; anatomy and physiology; roles and responsibilities of the rehabilitation team; patient care skills; therapeutic

interventions; and common pathologies. Instructor must be a health professional holding a current and valid Idaho license or certificate in his/her field of study.

j. Small Engine Repair (6-12). Industry experience that indicates applied competence in the majority of the following areas: small gasoline engine construction and performance; industry-related resources; equipment used to diagnose and troubleshoot issues; repair; entrepreneurship; and customer service.

k. Web Design and Development (6-12). Industry experience that indicates applied competence in the majority of the following areas: web page development, web page design and layout, integration of web pages, web planning and organizational standards, and web marketing.

l. Work-Based Learning Coordinator (6-12). Educators assigned to coordinate approved work-based experiences must hold this endorsement. Applicants must hold an occupational endorsement on the Degree Based Career Technical Certificate or Occupational Specialist Certificate, and complete coursework in coordination of work-based learning programs.

4. Degree Based Career Technical Certificate Endorsements:

a. Agricultural Science and Technology (6-12). Thirty (30) semester credit hours to include coursework in methods of teaching agricultural science and technology, agriculture education, agriculture mechanics, agriculture business management, soil science, animal science, plant science, and horticulture.

b. Business Technology Education (6-12). Twenty (20) semester credit hours to include coursework in methods of teaching business technology education, accounting, computer and technical applications in business, economics, business communication/writing, finance, marketing, business management, and office procedures. Additional coursework may include entrepreneurship or business law.

c. Computer Science (6-12). Successful attainment of an institutional recommendation for the Computer Science (6-12) endorsement on a Standard Instructional Certificate~~,~~ and completion of coursework satisfying ~~IDAPA 08.02.02.015.04.a.~~IV.D.2.k, Computer Science (6-12).

d. Cybersecurity Technology Education (6-12). Twenty (20) semester credit hours to include coursework or entry-level cybersecurity certifications in methods of teaching cybersecurity, fundamentals of cybersecurity, cyberoperations, offensive security, defense security, forensics, incident response, networking, risk management, cyber-systems thinking, and advanced topics in cybersecurity

e. Engineering (6-12). Successful attainment of an institutional recommendation for the Engineering (6-12) endorsement on a Standard Instructional Certificate~~,~~ and completion of coursework satisfying ~~IDAPA 08.02.02.015.04.a.~~ IV.D.2.q, Engineering (6-12).

f. Family and Consumer Sciences (6-12). Thirty (30) semester credit hours to include coursework in methods of teaching family and consumer sciences; foundations of family and consumer sciences; consumer economics and family resources; child/human development; early childhood laboratory or practicum teaching

experience; family and interpersonal relationships; food safety; the science of food preparation or culinary arts; lifespan nutrition and wellness; living environments and interior design; and apparel and textiles. Additional coursework may include hospitality and tourism, and entrepreneurship.

g. Marketing Technology Education (6-12). Twenty (20) semester credit hours to include coursework in methods of teaching marketing technology education, marketing, business management, economics, merchandising/retailing, finance, and accounting. Additional coursework may include entrepreneurship.
h. Technology Education (6-12). Twenty (20) semester credit hours to include coursework in methods of teaching technology education; communication technology; computer applications; construction technology; electronics technology; manufacturing technology; power, energy, and transportation; principles of engineering design; and other relevant emerging technologies.

5. The following career technical education endorsements awarded prior to July 1, 2020 shall be grandfathered and shall not be awarded after July 1, 2020:

a. Agricultural Business Management (6-12)
b. Agricultural Power Machinery (6-12)
c. Agricultural Production (6-12)
d. Animal Health and Veterinary Science (6-12)
e. Aquaculture (6-12)
f. Business Management/Finance (6-12)
g. Child Development Care and Guidance (6-12)
h. Culinary Arts (6-12)
i. Dietitian (6-12)
j. Farm and Ranch Management (6-12)
k. Fashion and Interiors (6-12)
l. Food Service (6-12)
m. Forestry (6-12)
n. Horticulture (6-12)
o. Information/Communication Technology (6-12)
p. Microcomputer Applications (6-12)
q. Natural Resource Management (6-12)
r. Networking and Computer Support (6-12)
s. Orientation to Health Professions (6-12)
t. Programming and Web Design (6-12)

6. The review and approval of professional development courses subject to the provisions of Section 33-1614, Idaho Code, will be evaluated and approved by the Division.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
AUGUST 20, 2025

TAB	DESCRIPTION	ACTION
1	**BOARD POLICY III.G. POSTSECONDARY PROGRAM REVIEW AND APPROVAL – SECOND READING**	Action Item
2	**UPDATE ON ACADEMIC PROGRAM EXEMPTIONS – IDAHO CODE § 67-5909D**	Information Item
3	**UNIVERSITY OF IDAHO – DIRECT-ENTRY MASTER OF SCIENCE IN NURSING**	Action Item
4	**THREE-YEAR PROGRAM PLAN**	Action Item
5	**PROGRAM PROGRESS REPORTS**	Action Item
6	**GME/UME (MEDICAL EDUCATION) UPDATE/DISCUSSION**	Information Item

SUBJECT

Board Policy III.G., Postsecondary Program Review and Approval – Second Reading

REFERENCE

Oct/Dec 2019	The Board approved the first and second readings of proposed amendments, which add baccalaureate degree programs to the list of programs reviewed by the Board and changes requirements for new academic program proposals that consist of new state appropriations.
June 10, 2020	The Board approved a one-year, partial waiver of the requirement for full proposals in Board Policy III.G.3.d and 4.d for modifications to academic programs, career technical programs and instructional and administrative units.
June 16, 2021	The Board approved an extension of the partial waiver of the requirement for full proposals in Board Policy III.G.3.d. and 4.d for modifications to academic programs, career technical programs and instructional and administrative units.
June/Aug 2021	The Board approved the first and second readings of proposed amendments to Board Policy III.G, which reorganizes and streamlines proposal requirements and provides flexibility to the Executive Director to delegate authority to designees for the approval of academic and career technical program changes.
Dec 2021/Feb 2022	The Board approved the first and second readings of proposed amendments to Board Policy III.G., correcting duplicative language and aligning approval roles.
April/June 2024	The Board approved the first and second readings of proposed amendments to Board Policy III.G., which clearly articulated the differential roles and responsibilities of the Board's executive director and the Idaho Division of Career Technical Education state administrator in program review and approval.
June 18, 2025	The Board approved the first reading of proposed amendments to Board Policy III.G, which further articulated the responsibilities of the Executive Director's delegated authority for program review and approval, clarified that any relevant contracts must be included with an academic program proposal, and also explained the program exemption process pursuant to Section 67-5909D, Idaho Code.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G.
Section 33-2107A, 33-2202, 33-2205, Idaho Code

BACKGROUND/DISCUSSION

Board Policy III.G. outlines procedures for developing, approving, and discontinuing academic and career technical programs at Idaho's public institutions. The revised policy clarifies financial and credit hour thresholds for full proposals, short proposals, and letters of notification. A new provision aligns program exemption requests with Section 66-5909D, Idaho Code, using a timeline and template set by the Executive Director or designee. Other amendments clarify that "financial impact" refers to annual expenditures and revise procedures for converting program options to emphases or specializations, requiring full proposals for such changes (excluding doctoral programs). Career Technical Program approval procedures were also reorganized for clarity.

IMPACT

These amendments are intended to enhance clarity, improve consistency across institutions, and ensure appropriate oversight based on program scope and fiscal impact.

ATTACHMENTS

Attachment 1 – Board Policy III.G. Postsecondary Program Review and Approval – Second Reading

BOARD STAFF COMMENTS AND RECOMMENDATIONS

No comments were received after the first reading of Board Policy III.G. Board staff recommends approval of these amendments.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy III.G., Postsecondary Program Review and Approval, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
SUBSECTION: G. Postsecondary Program Review and Approval ~~June 2024~~August 2025

This subsection shall apply to the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, North Idaho College, College of Eastern Idaho, College of Southern Idaho, and College of Western Idaho.

1. Classifications and Definitions

   a. Academic Program shall mean a postsecondary educational program offered by an institution of higher education that leads to an academic or professional degree, certificate, or other recognized educational credential as defined in Board Policy Section III.E.

   b. Academic Program Components shall include options, minors, emphases, tracks, concentrations, specializations, and cognates as defined by each institution. For the purposes of this policy, a certificate is not an academic program component.

   c. Administrative Unit shall mean offices, centers, bureaus, or institutes that are responsible for carrying out administrative functions, research, or public service as their primary purpose, and are not responsible for academic or career technical programs.

   d. Career Technical Program shall mean a sequence or aggregation of competencies that are derived from industry-endorsed outcome standards and directly related to preparation for employment in occupations requiring a career technical certificate or degree as defined in Board Policy Section III.E. These programs must include competency-based applied learning that contributes to an individual's technical skills, academic knowledge, higher-order reasoning, and problem-solving skills.

   e. Financial Impact shall mean the total annual financial expenditures regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of establishing, modifying, or discontinuing a new instructional program, instructional unit, or administrative unit.

   f. Full Proposal shall mean a document submitted to the Board Office or Idaho Division of Career Technical Education (IDCTE) that contains details about substantive changes to academic or career technical education programming or administration that require review and approval by the full Board, the Board's Executive Director, the IDCTE State Administrator (State Administrator), or designee, as specified in this policy. The Full Proposal template is developed and maintained by the Board Office in collaboration with IDCTE as appropriate.

g. Instructional Unit shall mean departments, institutes, centers, divisions, schools, colleges, campuses, branch campuses, and research units (e.g. extension centers) that are responsible for academic programs or career technical programs.

h. Letter of Notification shall mean a letter from the institution to the Executive Director, State Administrator or designee, notifying the Board Office or IDCTE as appropriate of changes to academic or career technical education programming or administration that do not require advanced approval by the Board, Executive Director, State Administrator, or designee, as specified in this policy.

i. Major shall mean a principal field of academic specialization that usually accounts for 25 to 50 percent of the total degree requirements. The concentration of coursework in a subject matter major serves to distinguish one program from others leading to the same or a similar degree.

j. Short Proposal shall mean a document submitted to the Board Office or IDCTE that contains details about non-substantive changes to academic or career technical education programming or administration that require review and approval by the Executive Director, State Administrator, or designee, as specified in this policy. The Short Proposal template is developed and maintained by the Board Office in collaboration with IDCTE as appropriate.

2. Roles and Responsibilities

Program planning, review, and approval shall be a collaborative process which includes the Board, Board office staff, IDCTE staff, the institutions, faculty, external advisory groups, regional and specialized accreditation bodies, and other stakeholders pursuant to Board Policy III.Z.

a. Each institution shall establish and maintain policies and procedures for evaluating existing programs and developing new program proposals. This evaluation process should be an integral component of the institution's academic and career technical education planning and budgeting processes.

b. The Council on Academic Affairs and Programs (CAAP) shall review new program proposals and discontinuation requests~~)~~. CAAP shall make recommendations to the Instruction, Research, and Student Affairs (IRSA) committee on instructional programmatic matters and related policy issues.

c. The State Administrator shall approve academic microcredentials developed by the institutions, in consultation with Board Staff, in addition to career technical microcredentials. The State Administrator shall review and make recommendations as appropriate to the IRSA Committee and/or the Board on instructional programmatic matters and policy issues related to IDCTE's roles and responsibilities.

3. Procedures for Review and Approval of Changes to Academic Programming and Administration

Proposed changes to academic programs and administration at the institutions shall be submitted to the Board for one of three levels of review: a Full Proposal, a Short Proposal, or a Letter of Notification. Institution staff shall consult with Board staff to determine the appropriate level of review before submitting proposed changes to the Board office.

a. Actions Requiring a Full Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, actions related to academic programs or units identified in this subsection require approval by the Board or the Executive Director or designee as indicated and shall be submitted by the institution as a Full Proposal. There are three different types of Full Proposal forms: a form for ~~a~~ discontinuation of a program, a form for new instructional/administrative units, and a form for all other actions requiring a Full Proposal.

i. The following actions require approval by the Board:

1) Establishment of a new branch campus or change in location geographically apart from the main campus, regardless of financial impact. A location of an institution that is geographically apart and independent of the main campus is permanent in nature; offers at least 50% of the courses of an educational program leading to a degree, certificate, or other educational credential; has its own faculty and administrative organization; and has its own budgetary and hiring authority. Subsection 3.a.i.1 does not apply to community colleges.

2) Establishment of any new academic undergraduate or graduate program with a financial impact of $250,000 or more per fiscal year.

a) All doctoral program proposals shall require an external peer review, regardless of financial impact. The external peer-review panel shall consist of at least two (2) members and will be selected by the Executive Director or designee and the requesting institution's Chief Academic Officer. Board staff shall notify the institution in writing whether it may proceed with the external peer-review process. External reviewers shall not be affiliated with a public Idaho institution. The review shall consist of a paper and on-site peer review, followed by the issuance of a report and recommendations by the panel. Each institution shall provide the panel with a template developed by the Executive Director or designee. The peer reviewer report and recommendations shall be a significant factor in the Board's evaluation of the program.

i. For programs that require specialized accreditation, external review for the accreditation process may supplant standard external peer review as described in this paragraph and may occur after approval of the program by the Board, if and only if receipt of initial accreditation is required before any student enrolls in the program. Institutions must receive from the Executive Director or designee approval to supplant external peer review with specialized accreditation review prior to submitting a doctoral program proposal. Institutions shall submit a copy of the specialized accreditation report to the Board Office within 30 days of completion of the review.

b) New educator preparation programs must utilize the Board approved new education preparation program approval process and require submission of a Full Proposal to the Executive Director or designee regardless of financial impact. The new education preparation program approval process ensures programs meet the Idaho standards for educator certification. The Executive Director or designee ensures the program proposal is consistent with the program approval process and meets the standards approved by the Board and pursuant to Section 33-1254 Idaho Code.

3) Establishment by a community college of any new applied baccalaureate program, pursuant to Section 33-2107A, Idaho Code.
4) Establishment of any new program with academic program fees as defined in Board Policy Section V.R.
5) Adding program fees to existing programs requires full Board approval consistent with Board Policy Section V.R; however, such changes do not require submission of a Full Proposal.
~~5)~~6) Any contracts associated with this proposal must be included with the proposal and require full Board approval consistent with Board Policy Section V.N Grants and Contracts.

ii. The following actions require approval by the Executive Director or designee:

1) Establishment of any new academic undergraduate or graduate program with a financial impact of less than $250,000 per fiscal year.
2) Discontinuation of an academic undergraduate or graduate program or instructional or administrative unit.
3) Establishment of any new instructional or administrative unit.
4) Establishment of any new or discontinuation of any existing academic undergraduate, ~~and~~ graduate, or specialized certificates ~~consisting of more than 30 credits and~~ with a financial impact of $250,000 or more per fiscal year.

5) Expansion of an existing program outside an institution's Designated Service Region, with the exception of programs for which institutions have statewide program responsibilities as defined in Board Policy III.Z.
6) Conversion of a program option into a stand-alone program with a financial impact of $250,000 or more per fiscal year.
7) Consolidation of two or more undergraduate programs into one undergraduate program with a financial impact of $250,000 or more per fiscal year.
8) Consolidation of two or more graduate programs into one program.
9) Splitting of a graduate program into two or more programs.
~~10) Addition of an academic undergraduate, graduate, or specialized certificate to an existing program with a financial impact of $250,000 or more per fiscal year.~~

Each Full Proposal shall be reviewed by CAAP within thirty (30) days of submission to the Board Office. At the sole discretion of the Executive Director or designee, any Full Proposal may be referred to the full Board for review and approval. The Executive Director or designee shall develop and publish a timeline for review of full proposals for timely inclusion on the agendas of regularly scheduled board meetings.

b. Actions Requiring a Short Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, the following actions related to academic programs or units require approval by the Executive Director or designee and shall be submitted by the institution as a Short Proposal:

i. Establishment of a new or discontinuation of any existing academic undergraduate, ~~or~~ graduate, or specialized certificate (whether stand-alone or as an addition to an existing program) consisting of more than 30 credits with a financial impact of less than $250,000 per fiscal year.
~~ii. Addition of an academic undergraduate, graduate, or specialized certificate consisting of fewer than 30 credits to an existing program with a financial impact of less than $250,000 per fiscal year.~~
~~iii.~~ii. Splitting of an undergraduate program into two or more undergraduate programs.
~~iv.~~iii. Consolidation of two or more undergraduate programs into one undergraduate program with a financial impact of less than $250,000 per fiscal year.
~~v.~~iv. Conversion of one or more program options, emphases~~is~~, or specializations~~,~~ into a stand-alone program with a financial impact of less than $250,000 per fiscal year. This provision does not apply to doctoral programs for which~~and must submit~~ a full proposal must be submitted as provided in subsection 3.a.~~.~~
~~vi.~~v. Conversion or transition of a degree type (e.g., Bachelor of Arts to Bachelor of Science).

~~vii.~~vi. Conversion or transition of a certificate type (e.g., Technical Certificate of Completion to Basic Technical Certificate).
~~viii.~~vii. Deviation from certificate or degree program credit definitions as provided in Board Policy III.E.
~~ix.~~viii. Changes to program names or degree titles related to Statewide Program Responsibilities as defined in Policy III.Z (requires full board approval).
~~x.~~ix. Establishment of new programs consisting of multiple certificates with similar coursework.
~~xi.~~x. Establishment of a dual degree from existing programs with a financial impact of less than $250,000 per fiscal year.
~~xii.~~xi. Modification to existing academic instructional or administrative units to include consolidation of existing units and of splitting existing units.

At the sole discretion of the Executive Director or designee, institutions may be required to submit a Full Proposal for any action identified in this subsection.

c. Actions Requiring a Letter of Notification

Subsequent to institutional review and consistent with institutional policies, and at least 30 days before implementation, institutions shall notify the Executive Director or designee of the following actions related to academic programs or units via a Letter of Notification:

i. Establishment of a new, modification to, or discontinuation of an academic program component.
ii. Establishment of a new or discontinuation of any existing academic undergraduate, ~~or~~ graduate, or specialized certificate (whether stand-alone or as an addition to an existing program) consisting of fewer than thirty (30) credits~~.~~ with a financial impact of less than $250,000 per fiscal year.
iii. Expansion of an existing program within an institution's Service Region as defined in Board Policy III.Z.
iv. Expansion of an existing statewide program offered by an institution with Statewide Program Responsibilities as defined in Board Policy III.Z.
v. Addition of an online option to an existing academic program.
vi. Transition of an academic program with less than fifty percent (50%) of courses offered online exclusively to fifty percent (50%) or more of courses offered online exclusively.
vii. Transition of an academic program to an exclusively online format.
viii. Addition or removal of courses that represent a significant departure from existing academic program offerings or method of delivery.
ix. A change in name or title of any academic program or instructional or administrative unit.
x. A change of Classification of Instructional Program (CIP) code for any academic program.
xi. A change to the total number of credits required to earn a certificate or degree to an existing academic program.

At the sole discretion of the Executive Director or designee, institutions may be required to submit a Short Proposal or Full Proposal for any action identified in this subsection.

d. Other minor content changes to curriculum, descriptions of individual courses, or catalog listings do not require notification to or approval by the Board or the Executive Director or designee.

e. Requests to establish, modify, or discontinue a microcredential, as defined in Board Policy III.E, require approval by the State Administrator or shall be submitted by the institution in accordance with a templated developed by IDCTE.

4. Career Technical Program Proposal Submission and Approval

a. Actions Requiring a Full Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, actions related requests for changes to career technical programs or units identified in this subsection require approval by the Board or the State Administrator or designee as indicated and shall be submitted by the institution as a Full Proposal.

i. The following actions require approval by the Board:

1) New career technical programs or certificates with a financial impact of $250,000 or more per fiscal year require approval by the full Board.

i. ii. The following actions require approval by the State Administrator or designee:

1) Establishment of a new career technical education program or certificate with a financial impact of less than $250,000 per fiscal year.

iii. New career technical programs or certificates with a financial impact of $250,000 or more per fiscal year require approval by the full Board.

iv. 2) Discontinuation of career technical programs.

v. 3) Establishment of new career technical administrative or instructional units.

vi. 4) Expansion of a career technical program outside an institution's Designated Service Region as defined in Board Policy III.Z.

vii. 5) Consolidation of two or more career technical programs into one career technical program with a financial impact of $250,000 or more per fiscal year.

viii. 6) Conversion of one certificate or degree option within a career technical program into a stand-alone career technical program with a financial impact of $250,000 or more per fiscal year.

ix. 7) Addition of career technical certificates or degrees to existing career technical programs with a financial impact of $250,000 or more per fiscal year.

For new or modified career technical programs or certificates, a Program Profile is required. Each Full Proposal shall be reviewed by CAAP within 30 days of

submission to IDCTE. At the sole discretion of the State Administrator or designee, any Full Proposal may be referred to the Board for review and approval. The State Administrator shall develop and publish a timeline for review of full proposals for timely inclusion on the agendas of regularly scheduled board meetings.

b. Actions Requiring a Short Proposal

Subsequent to institutional review and consistent with institutional policies, but prior to implementation, requests for changes in career technical programs or units identified in this subsection require approval by the State Administrator or designee and shall be submitted by the institution as a Short Proposal.

i. Splitting of a career technical program into two or more career technical programs.
ii. Consolidation of two or more career technical programs into one career technical program with a financial impact of less than $250,000 per fiscal year.
iii. Conversion of one certificate or degree option within a career technical program into a stand-alone career technical program with a financial impact of less than $250,000 per fiscal year.
iv. Addition of career technical certificates, specialized certificates, or degrees to existing career technical programs with a financial impact of less than $250,000 per fiscal year.
v. Inactivation of a career technical program (refer to paragraph 8 of this policy).
vi. Addition or removal of courses that represent a significant departure from existing career technical program offerings or method of delivery.
vii. Modification to existing career technical instructional or administrative units.
viii. Conversion or transition of one career technical program degree or certificate level to another degree or certificate level.
ix. Transition of a career technical program to an exclusively online format.
x. Addition of an online option to an existing career technical program.
xi. Transition of a career technical program with less than fifty percent (50%) of courses offered online exclusively to fifty percent (50%) or more of courses offered online exclusively.

For the addition or modification of career technical programs or certificates, a Program Profile is required. Upon the recommendation of the State Administrator or at the discretion of the Executive Director or designee, institutions may be required to submit a Full Proposal for any action identified in this subsection.

c. Actions Requiring a Letter of Notification

Subsequent to institutional review and consistent with institutional policies, and within 30 days before implementation, institutions shall notify the State Administrator or designee of the following changes to career technical programs or units via a Letter of Notification and Program Profile as appropriate:

i. Career technical program expansion within an institution's Designated Service Region as defined in Board policy III.Z.
ii. Re-activation of a career technical program within three years from inactivation.
iii. A change from clock hours to credit hours for a career technical program.
iv. A change in the name or title of any career technical program or instructional or administrative unit.
v. A change of Classification of Instructional Program (CIP) code for any career technical program.
vi. A change to the total number of credits required to earn a certificate or degree to an existing career technical program.
vii. Minor changes to career technical courses.

Upon the recommendation of the State Administrator or designee, institutions may be required to submit a Short Proposal or Full Proposal for any action identified in this subsection.

d. Requests to establish, modify, or discontinue a microcredential, as defined in Board Policy III.E, require approval by the State Administrator or shall be submitted by the institution in accordance with a template developed by IDCTE.

e. Requests requiring new state appropriations shall be included in the annual budget request of IDCTE for Board approval.

5. Sunset Clause for Academic and Career Technical Program Approval

Academic and career technical programs approved by the Board, Executive Director, or State Administrator must be implemented within five years. A program not implemented within five years from the approval date requires submission for approval of an updated proposal. Institutions shall notify the Executive Director, State Administrator, or designee in writing when an approved program has not been officially implemented within the sunset timeframe. Institutions may request a change in the sunset timeframe indicated in the program proposal if a program's implementation is delayed.

6. Academic and Career Technical Program Proposal Review Timeline and Denial Procedures

a. The Executive Director, State Administrator, or designees shall act on any Full Proposal or Short Proposal within forty-five (45) days from proposal submission

b. If the Executive Director or designee denies a proposal, he/she shall provide specific reasons in writing to the institution. The institution shall have thirty (30) days in which to address the issue(s) for denial of the proposal. The Executive Director or designee shall have ten (10) working days after the receipt of the institution's response to re-consider the denial. If the Executive Director or designee denies the request after re-consideration, the institution may send its

request and the supporting documents related to the denial to the Board for final reconsideration.

7. Program Discontinuance

The primary considerations for program discontinuance are whether the program is an effective use of the institution's resources, no longer serves student or industry needs, or when programs no longer have sufficient students to warrant allocation of resources. This policy does not apply to programs that are discontinued as a result of financial exigency as defined in Board Policy Section II.N.

a. Institutions shall develop policies, in accordance with the Northwest Commission on Colleges and Universities Accreditation Handbook, which requires institutions to make appropriate arrangements for enrolled students to complete affected programs in a timely manner with minimum interruptions.

b. Any faculty or staff members whose employment the institution seeks to terminate due to the discontinuance of a program based upon Board Policy Section III.G. shall be entitled to the following procedures:

i. Non-classified contract employees, including non-tenured faculty, may be dismissed or have their contracts terminated or non-renewed in accordance with Board and institutional policies.

ii. State of Idaho classified employees shall be subject to layoff as provided in the rules of the Division of Human Resources. Classified employees of the University of Idaho shall be subject to layoff as provided in the policies of the University of Idaho.

iii. Tenured faculty will be notified in writing that the institution intends to dismiss them as a result of program discontinuance. This notice shall be given at least twelve (12) months prior to the effective date of termination.

iv. An employee who receives a notice of termination as a result of program discontinuance is entitled to use the internal grievance procedures of the institution. The sole basis to contest a dismissal following a program closure is in compliance with these policies.

8. Career Technical Program Reduction, Termination, Prioritization, and Inactivation

For the reduction or termination of career technical programs, institutions shall adhere to criteria set forth by IDCTE.

a. Conditions for Reduction or Termination
A program is subject to reduction or termination when two or more of the following conditions exist. Standards for the metrics listed below will be predetermined at

the local level according to the institution's program health metrics for each category.

i. Inadequate Job Opportunities
ii. Inadequate Student Enrollment
iii. Inadequate Positive Placement
iv. Inadequate Completion Rate
v. Inadequate Finances

b. Inactivation allows program re-evaluation and assessment in response to rapid changes in industry for up to three years. If industry demand for the program does not resume within three years following approved inactivation, the institution shall submit a discontinuation full proposal pursuant to paragraph 4 of this policy.

c. Notice to Employees

The institution must give notice in writing to employees who are affected by a program reduction or termination in accordance with Board and institutional policies.

9. Program Exemption Process
Institutions seeking Board exemption for programs pursuant to Section 67-5909D, Idaho Code, must submit programs in accordance with a timeframe and template developed by the Executive Director or designee.

~~9.~~10. Reporting

a. Semi-annually all approved program changes shall be reported to the Board.

b. All baccalaureate and graduate level programs approved by the Board require a report on the program's progress in accordance with a timeframe and template developed by the Executive Director or designee.

SUBJECT

Update on Academic Program Exemptions (Idaho Code § 67-5909D)

REFERENCE

June 2025	The Board was provided with an update on academic program exemptions guidance and procedures.

APPLICABLE STATUTE, RULE OR POLICY

Idaho Code § 67-5909D

Idaho State Board of Education Policy III.G. Instructional Program Review and Approval

BACKGROUND/DISCUSSION

During the 2025 legislative session, Senate Bill 1198, Freedom of Inquiry in Higher Education was passed and codified as Idaho Code § 67-5909D. This law prohibits state education institutions to include four-year institutions, community colleges, career technical schools and private universities/colleges that receive state-appropriated funding from engaging in certain “diversity, equity, and inclusion” activities.

In light of the law's effective date and its potential impact on summer session curricula, Board staff—with the support of the Board—issued a guidance memorandum to institutions. The memorandum outlines an interim process through which institutions may request exemptions for certain academic program requirements that may constitute focus on racial, ethnic, or gender studies.

Board staff will provide an update on progress regarding the program exemption process, requests from institutions, and approvals.

IMPACT

Continued guidance and direction from the Board and staff will ensure that institutions of higher education are aligned with the requirements in Idaho Code § 67-5909D.

ATTACHMENTS

Attachment 1 – Approved Program Exemptions by Institution

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Over the summer, Boise State University, Idaho State University, Lewis-Clark State College and University of Idaho conducted reviews of their existing offerings and submitted a list of programs and courses that required exemption for summer and fall sessions. In accordance with the interim process, those requests were approved. Additionally, an addendum to the guidance memorandum was provided for Idaho’s community colleges that will aid in determining whether an institution needs to submit a program or course for exemption.

BOARD ACTION

This item is for informational purposes.

Approved Program Exemption Requests

Instit.	Program Name	Brief Explanation	Course Prefix	Course Number	Course Title	Number of Credits	Timeframe
BSU	Critical Theory Minor	This minor requires GENDER 200 course, which examines how concepts of gender shape lives, personal relationships, and social institutions. Gender issues studied from a multicultural perspective across lines of class, race, and ethnicity.	GENDER	200	Intro to Gender Studies	3	Summer 2025
BSU	Gender Studies Minor	This minor requires GENDER 200 course, which examines how concepts of gender shape lives, personal relationships, and social institutions. Gender issues studied from a multicultural perspective across lines of class, race, and ethnicity.	GENDER	200	Intro to Gender Studies	3	Summer 2025
BSU	Bachelor of Social Work (BSW and BSW Online)	This bachelor's program requires SOCWRK 101, which is a survey and critical analysis of contemporary social welfare policies and programs, their historical development, underlying philosophy, and the need for social services in modern society.	SOCWRK	101	Introduction to Social Welfare	3	Summer 2025
		This bachelor's program requires SOCWRK 201, which is an overview of the generalist intervention model with a focus on strengths, perspectives, dimensions of poverty, cultural humility, values and ethics.	SOCWRK	201	Foundations of Social Work	3	Summer 2025
		This bachelor's program requires SOCWRK 320 that provides knowledge of empirically based theories that focus on the interactions between and among individuals, families, groups, communities, institutions, and societies. This course explores the role of cultural identity in human development, utilizing theory to better understand experiences of disadvantage and inequity across the life course. This information is professionally necessary to be able to practice in any state in the United States, and contibutes greatly to the value of the degree.	SOCWRK	320	Human Behavior and the Social Environment I	3	Fall 2025
		This bachelor's program requires SOCWRK 355, which introduces concepts related to power, privilege, and oppression in society and the role these play in the lives of clients, communities, and society as a whole. This course examines the role of implicit and explicit bias in society, and ways to use self-awareness to monitor and address personal biases, and explores the concept of a human rights approach in social work practice. This information is professionally necessary to be able to practice in any state in the United States, and contibutes greatly to the value of the degree.	SOCWRK	355	Diversity and Social Justice in Social Work Practice	3	Fall 2025
		This bachelor's program requires SOCWRK 420, which is the second course in the Human Behavior and the Social Environment (HBSE) sequence. Drawing on traditional and alternative/conflict theoretical perspectives and the role of systemic oppression and discrimination, course examines how experiences differ across factors such as race/ethnicity, gender, sexual orientation, ability, social and economic status, and religiosity/spirituality, and examines strategies designed to eliminate oppressive structural barriers. This information is professionally necessary to be able to practice in any state in the United States, and contibutes greatly to the value of the degree.	SOCWRK	420	Human Behavior and the Social Environment II	3	Fall 2025
BSU	Master of Social Work (MSW, MSW Online and MSW Advanced Standing)	MSW program requires SOCWRK 512, which explores the role of cultural identity in human development, utilizing theory to better understand experiences of disadvantage and inequity across the life course.	SOCWRK	512	HBSE I Human Development through the Life Cycle	3	Summer 2025
		MSW Advanced Standing program requires SOCWRK 514, which fouses on exploration of power, privilege, and oppression experienced by identity-based groups and communities.	SOCWRK	514	Navigating Identity in Social Work	3	Summer 2025

Approved Program Exemption Requests

Instit.	Program Name	Brief Explanation	Course Prefix	Course Number	Course Title	Number of Credits	Timeframe
		MSW program requires SOCWRK 513, which fouses on understanding of the social work profession's commitment to practice grounded in equity and social justice.	SOCWRK	513	Advanced Issues in Human Diversity	3	Summer 2025
		MSW programs require SOCWRK 505, which critically examines welfare policies that affect wellbeing, human rights, service delivery, and access to social services in the context of U.S. Emphasis is placed on examination of policies for effectiveness, equity, and access to basic social and economic security, particularly for vulnerable populations. This information is professionally necessary to be able to practice in any state in the United States, and contibutes greatly to the value of the degree.	SOCWRK	505	Foundation of Social Welfare Policy	3	Fall 2025
		MSW programs require SOCWRK 521, which examines strategies designed to eliminate oppressive structural barriers and ensure human rights are protected. This course draws on traditional and alternative/conflict	SOCWRK	521	HBSE II Social Dimensions of Human Behavior	3	Fall 2025
BSU	Ethnic Studies BS	This bachelor's program requires ETHNIC 230 (also listed as SOC 230) course, which examines concepts such as majority and minority relations, societal problems (including racism, prejudice, etc.), questions of economic and political power, the distribution of the power, and American society's institutional role in maintaining and perpetuating systematic inequality.	ETHNIC (cross-listed as SOC)	230	Introduction to Ethnic Studies	3	Fall 2025
		This bachelor's program requires SOC 305 course, which provides a comparative study of inter-ethnic relations, and examines problems and possibilities of genocide, oppression, integration, pluralism and equality.	SOC	305	Racial and Cultural Minorities	3	Fall 2025
BSU	Ethnic Studies Minor	This minor requires ETHNIC 230 (also listed as SOC 230) course, which examines concepts such as majority and minority relations, societal problems (including racism, prejudice, etc.), questions of economic and political power, the distribution of the power, and American society's institutional role in maintaining and perpetuating systematic inequality.	ETHNIC (cross-listed as SOC)	230	Introduction to Ethnic Studies	3	Fall 2025
		This minor requires SOC 305 course, which provides a comparative study of inter-ethnic relations, and examines problems and possibilities of genocide, oppression, integration, pluralism and equality.	SOC	305	Racial and Cultural Minorities	3	Fall 2025
BSU	Mexican American Studies Minor	This minor requires ETHNIC 230 (also listed as SOC 230) course, which examines concepts such as majority and minority relations, societal problems (including racism, prejudice, etc.), questions of economic and political power, the distribution of the power, and American society's institutional role in maintaining and perpetuating systematic inequality.	ETHNIC (cross-listed as SOC)	230	Introduction to Ethnic Studies	3	Fall 2025
		Comparative analysis of contemporary socioeconomic and political issues confronting Mexican Americans in U.S. society. Topics include study of community, gender, labor, immigration, heterogeneous identity, environmental justice, and social change. Special attention given to comparing the Mexican American experience with other racial-ethnic groups. Institutional and social responses to contemporary issues will also be examined.	SOC	333	Contemporary Chicanx Issues	3	Fall 2025
BSU	MA in Counseling	This master's program requires COUN509 course, which is a theoretical course with an experiential component to develop awareness, knowledge, and skills for counselors-in-training preparing to work in a pluralistic society. This information is professionally necessary to be able to practice in any state in the United States, and contibutes greatly to the value of the degree.	COUN	509	Culturally Aware Counseling	3	Fall 2025

Approved Program Exemption Requests

Instit.	Program Name	Brief Explanation	Course Prefix	Course Number	Course Title	Number of Credits	Timeframe
BSU	PhD in Counselor Education and Supervision	This PhD program requires COUN 609 course, which explores advocacy models and current multicultural issues as they relate to social change theories. Student learn about models, leadership roles, and strategies for responding to community, national, and international crisis and disasters, as well as understand current topical and political issues in counseling. This information is professionally necessary to be able to practice in any state in the United States, and contibutes greatly to the value of the degree.	COUN	609	Advanced Culturally Aware Counseling	3	Fall 2025
ISU	Gender and Sexuality Studies -- Minor	This course will examine gender and sexuality from a sociological perspective. It will focus on the socio-cultural meanings of femininity and masculinity and how these intersect with race, ethnicity, class, sexuality, age and other aspects of identity. This course will also consider how incorporating the concept of gender into theories of human life can help explain broader social processes, and the ways in which our social conceptualization of gender change over time.	SOC	2201	Introduction to Gender and Sexuality Studies	3	Summer 2025
ISU	Social Work -- Bachelor of Arts in Social Work	This course will examine gender and sexuality from a sociological perspective. It will focus on the socio-cultural meanings of femininity and masculinity and how these intersect with race, ethnicity, class, sexuality, age and other aspects of identity. This course will also consider how incorporating the concept of gender into theories of human life can help explain broader social processes, and the ways in which our social conceptualization of gender change over time.	SOC	2201	Introduction to Gender and Sexuality Studies	3	Summer 2025
ISU	Social Work -- Master of Social Work (Standard Admissions and Advanced Standing Admissions)	This course is designed to familiarize students with the ways in which diversity impacts social work practice. Course content will focus on increasing students' knowledge of the lived experiences of diverse populations, awareness of theoretical frameworks regarding privilege, oppression, and perception of others, and increased knowledge of contemporary social issues related to diversity. Students will explore their personal positionality and learn to identify the ways in which this can shape their practice with diverse populations. This class will emphasize cultural humility and examine how this can be practically applied in a social work setting.	SOWK	6635	Diversity in Social Work Practice	3	Summer 2025
ISU	Master of Counseling (all areas)	In this course, students will explore issues of diversity, social justice, and multiculturalism including race/ethnicity, gender, sexual orientation and other cultural factors, and participate in experiential activities relevant to culturally responsive counseling. This course builds core competency in counselor populations so that they can deliver responsive care with improved outcomes for various human populations.	COUN	6624	Cultural Counseling	3	Fall 2025
ISU	Doctor of Philosophy in Counselor Education and Counseling	In this course, students will explore issues of diversity, social justice, and multiculturalism including race/ethnicity, gender, sexual orientation and other cultural factors, and participate in experiential activities relevant to culturally responsive counseling. These trainings build core competency in counselor populations so that they can deliver responsive care with improved outcomes for different human populations. Pedagogy relevant to current social and cultural issues is engaged in, as well. The role of diversity issues in counselor education, supervision, and counseling are also examined. This course builds core competency in counselor and counselor educator populations so that they can deliver responsive education for counselors in training as well as care with improved outcomes for various human populations.	COUN	7724	Advanced Diversity Issues	3	Fall 2025
ISU	Doctor of Philosophy in Clinical Psychology	This course focuses on the critical evaluation of scholarship on and social representations of cultural diversity and individual differences. It includes a review of current theory, research, assessment, and intervention practices with diverse populations. It facilitates an understanding of and skill in working with diverse populations when seeking psychological care.	PSYC	6634	Cultural Diversity and Individual Difference	3	Fall 2025

Approved Program Exemption Requests

Instit.	Program Name	Brief Explanation	Course Prefix	Course Number	Course Title	Number of Credits	Timeframe
LCSC	Social Work BSN	Students who complete a minimum of 3 credit hours in accredited social work courses that integrate cultural competency, anti oppressive frameworks, and ethical mandates	SW	340	Social Work Policy	3	Summer 2025
		Students who complete a minimum of 3 credit hours in accredited social work courses that integrate cultural competency, anti oppressive frameworks, and ethical mandates	SW	343	Social Work Practice with Families	3	Summer 2025
		Students who complete a minimum of 3 credit hours in accredited social work courses that integrate cultural competency, anti oppressive frameworks, and ethical mandates	SW	364	Social Work Children/Adolescents	3	Summer 2025
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	140	Intro/Social Work	3	Fall 2025
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	241	Social Work Practice Foundations	3	Fall 2025
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	321	Human Behavior/Social Envir I	3	Fall 2025
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	322	Human Behavior/Social Envir II	3	Fall 2025
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	340	Social Work Policy	3	Fall 2025
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	341	Practice/Individuals	3	Fall 2025
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	355	Self-Care	3	Fall 2025
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	386	Social Work Research	3	Fall 2025
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	407	Treatment/Complex/Trauma	3	Fall 2025

Approved Program Exemption Requests

Instit.	Program Name	Brief Explanation	Course Prefix	Course Number	Course Title	Number of Credits	Timeframe
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	410	Dialectic/Behavioral Therapy	3	Fall 2025
		DEI exemption request for the Social Work program, which is required to teach non-ideological professional competencies—such as understanding and serving diverse populations across race, gender, age, ability, and socioeconomic status—that are essential for licensure and ethical practice.	SW	480	Diversity Awareness	3	Fall 2025
LCSC	Women & Gender Studies Minor	Disciplinary standards require content and approaches that necessitate an exemption.	SS	200	Intro/Women's Studies	3	Summer 2025
		Disciplinary standards require content and approaches that necessitate an exemption.	ID	300F	Gender/Culture	3	Fall 2025
		Disciplinary standards require content and approaches that necessitate an exemption.	ID	300U	Women/20th Century	3	Fall 2025
		Disciplinary standards require content and approaches that necessitate an exemption.	JS/SOC	422	Race/Class/Gender/Justice	3	Fall 2025
UI	Women's, Gender, and Sexuality Studies Minor	This minor requires one course with > 90% DEI content, SOC 2010. This course introduces sociological lenses for analyzing inequitiy and justice. It includes the following DEI concepts: social justice, intersectionality, racial/white privilege, heteronormativity, settler colonialism, implicit bias, racism, systemic oppression, and microagressions.	SOC	SOC 2010	Introduction to Inequity and Justice	3	Summer 2025
		This minor requires one course with > 90% DEI content, SOC 2010. This course introduces sociological lenses for analyzing inequitiy and justice. It includes the following DEI concepts: social justice, intersectionality, racial/white privilege, heteronormativity, settler colonialism, implicit bias, racism, systemic oppression, and microagressions.	SOC	SOC 2010	Introduction to Inequity and Justice	3	Fall 2025
UI	Equity and Justice Academic Certificate	This certificate program requires one course with > 90% DEI content, SOC 2010. This course introduces sociological lenses for analyzing inequitiy and justice. It includes the following DEI concepts: social justice, intersectionality, racial/white privilege, heteronormativity, settler colonialism, implicit bias, racism, systemic oppression, and microagressions.	SOC	SOC 2010	Introduction to Inequity and Justice	3	Fall 2025
UI	Sociology/Anthropology Teaching Minor	This certificate program requires one course with > 90% DEI content, SOC 2010. This course introduces sociological lenses for analyzing inequitiy and justice. It includes the following DEI concepts: social justice, intersectionality, racial/white privilege, heteronormativity, settler colonialism, implicit bias, racism, systemic oppression, and microagressions.	SOC	SOC 2010	Introduction to Inequity and Justice	3	Fall 2025
UI	Human Development and Family Studies (BS)	This degree program requires one course with > 90% DEI content, SOC 2010. This course introduces sociological lenses for analyzing inequitiy and justice. It includes the following DEI concepts: social justice, intersectionality, racial/white privilege, heteronormativity, settler colonialism, implicit bias, racism, systemic oppression, and microagressions.	SOC	SOC 2010	Introduction to Inequity and Justice	3	Fall 2025
UI	Disability and Inclusive Human Services Undergraduate Academic Certificate	This certificate program includes one course with > 90% DEI content, SOC 2010. This course introduces sociological lenses for analyzing inequitiy and justice. It includes the following DEI concepts: social justice, intersectionality, racial/white privilege, heteronormativity, settler colonialism, implicit bias, racism, systemic oppression, and microagressions.	SOC	SOC 2010	Introduction to Inequity and Justice	3	Fall 2025

Approved Program Exemption Requests

Instit.	Program Name	Brief Explanation	Course Prefix	Course Number	Course Title	Number of Credits	Timeframe
UI	Sociology (BA or BS)	This degree program requires one course with > 90% DEI content, SOC 2010. Thits course introduces sociological lenses for analyzing inequitiy and justice. It includes the following DEI concepts: social justice, intersectionality, racial/white privilege, heteronormativity, settler colonialism, implicit bias, racism, systemic oppression, and microagressions.	SOC	SOC 2010	Introduction to Inequity and Justice	3	Fall 2025

UNIVERSITY OF IDAHO

SUBJECT

Direct-Entry Master of Science in Nursing (MSN)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections III.G., and III.Z.
Idaho Code § 33-113

BACKGROUND/DISCUSSION

The University of Idaho (UI) proposes to establish a Direct-Entry Master of Science in Nursing (MSN) in the School of Health and Medical Professions in the College of Graduate Studies. This degree program will be offered collaboratively with North Idaho College (NIC) in Coeur d'Alene in a hybrid format. An attached letter to State Board of Education members outlines the NIC-UI collaboration plan. To offer this program, UI will leverage existing faculty expertise. This Direct-Entry MSN prepares graduates for positions as Registered Nurses equipped to improve clinical outcomes by implementing evidence-based practices in varied settings, such as hospitals, health department, clinics, and other practice areas.

Currently, there is one other planned direct-entry Master of Science in Nursing (MSN) in Idaho, namely LCSC's newly approved program, and only 41 programs of this type in the nation. Idaho students who have already obtained a bachelor's degree in a non-nursing field must complete a second bachelor's degree or leave the state if they want to enter the nursing profession. This is an inefficient use of human resources and an obstacle that keeps many nontraditional students from entering the nursing field. The proposed Direct Entry (aka Entry-to-Practice) MSN program fills this educational gap for Idaho. The proposed MSN Direct Entry program is a full-time accelerated nursing program that prepares students of all academic backgrounds who have a degree in a field other than nursing to become practicing nurses. Upon graduation, students will be prepared to take the nursing licensure exam NCLEX-RN to be licensed as an RN.

IMPACT

Idaho's population has been growing at an exceptional rate for five consecutive years, surpassing the national growth rate by a substantial margin. This population surge has strained the state's healthcare system, underscoring the necessity for expanding healthcare services within Idaho. It is quite evident that we simply do not have enough healthcare workers to take care of us, and the situation could get worse if we do not act.

The MSN will provide the citizens of the State of Idaho an opportunity to fill a critical workforce shortage in healthcare. Rural areas are struggling to find adequate numbers of nurses, and data shows that there has been a profound urban shift in practicing registered nurses. In 2005, 17% of registered nurses worked in rural

areas, but that number dropped to 14.4% by 2018. In 2005, 16.4% of nurses worked in rural hospitals, but in 2018, that figure dropped to 13.4%. The percentage of registered nurses working at rural critical access hospitals in 2018 was 38.5%, but the Covid-19 pandemic accelerated retirement of many older nurses, and rural facilities with tight budgets could not compete with better-funded urban healthcare centers. As a result, the rural nursing workforce dropped even further. Although efforts to train and recruit more nurses are ongoing, Idaho has remained below the national average of 10.6 RNs per 1,000 population (Idaho is at 7.06 employed RNs per 1,000 population), and Idaho healthcare agencies continue to report average monthly nursing vacancies of 750-1,000 nurses.

Research shows that graduate-level direct-entry nursing students demonstrate discipline and independent learning skills that transfer well to nursing and outperform younger nursing students. With an average age of 26, direct-entry graduate students are motivated, engaged learners who demonstrate emotional maturity well-suited for healthcare employment (Everrett et al., 2013). A direct-entry nursing education program addresses unmet needs for both an able student population and a rural nursing workforce by delivering an innovative education that harness technology to transform curricular offerings (Thompson, 2016).

Healthcare jobs in Idaho are projected to be the fastest growing professions this decade, with nearly 10,000 new jobs being projected, according to the Idaho Department of Labor. The population that the MSN program will serve encompasses a broad demographic from the classroom to the bedside, by training a healthcare workforce who will in turn provide essential healthcare services to the people of Idaho.

Based on this important need, we propose to create the MSN degree to fill this critical workforce shortage. The areas of justification include the following:

- Critical Workforce Shortage
- Enhancing Access to Care
- Addressing Rural Healthcare Need
- Future Demand

To offer this program, we will assess a professional fee in accordance with Board Policy V.R.3.b.iii. A professional fee may be charged for an academic professional program if graduates of the program obtain a specialized higher education certificate or degree that qualifies them to practice a professional service involving expert and specialized knowledge for which credentialing or licensing may be required. As stated above, upon graduation, students will be prepared to take the nursing licensure exam NCLEX-RN to be licensed as an RN.

The professional fee for this program will be $15,032 per year. The estimated tuition costs for Direct-Entry Nursing students will be approximately $23,792 per year for in-state students and $43,028 per year for out of state students (Note:

Mandatory fee revenue is excluded from the budget and costs as it is not available to cover program costs). The Direct-Entry MSN program is not a self-support program.

The program will utilize existing resources and facilities under the newly established School of Health and Medical Professions that houses the WWAMI medical education program, athletic training programs, and two other new graduate programs. The proposed program will also utilize other classroom and lab space in the College of Education, Health and Human Services. With the anticipated completion of the expansion to the medical education building this fall, the program will have access to an additional classroom, group learning rooms, new offices and storage to support the program.

Over a four-year period, total expenditures are projected to range between $1,273,042 and $1,540,986. This includes a one-time university commitment of $212,400 in FY26 to support the program's initial year. Upon program approval, approximately 5.5 full-time equivalent (FTE) positions will be hired to support implementation, with associated annual personnel costs estimated at $837,145.

In summary, if this request is granted, the primary beneficiaries will be the individuals and communities to be served by future nurses. In addition, Idahoans who desire to pursue this MSN Direct Entry degree will be able to remain in the state for their training, increasing the likelihood they will practice in Idaho.

ATTACHMENTS

Attachment 1 – Direct-Entry Master of Science in Nursing Program Proposal
Attachment 2 – NIC-UI Collaboration Letter July 2025
Attachment 3 – ISU-UI MOU July 2024
Attachment 4 – LCSC-UI Collaboration Plan July 2024

BOARD STAFF COMMENTS AND RECOMMENDATIONS

At the June Board meeting, the State Board of Education considered a proposal from Lewis-Clark State College to offer a new Direct-Entry Master of Science in Nursing program. During the review process of LC's proposal, no concerns were raised by the participating institutions; however, the University of Idaho reiterated its continued interest in collaborating to address Idaho's critical nursing shortage. Following further deliberation and conversation for collaboration between the institutions, the Board approved LC State's Direct-Entry MSN proposal and directed LC State to convene a meeting with the other four-year institutions to develop a coordinated plan for collaboration on nursing education. This plan was to include, but not be limited to, the sharing of faculty, facilities, and curriculum.

A meeting was held on July 21, 2025, resulting in the development of a collaborative framework based on those discussions. The plan begins by identifying a potential area for future statewide collaboration among all institutions, with a pilot initiative focused on northern institutions as an early proof of concept

for nursing education. It then outlines a more specific collaboration with North Idaho College to include several major components around joint curriculum development and instruction, clinical faculty recruitment, advanced faculty training opportunities, space and equipment, clinical placement coordination, transfer pathways, and co-branded nursing marketing campaign. The plan also includes proposed timelines for each. As detailed in the plan, this collaborative approach aims to benefit students, enhance operational efficiencies, and deepen partnerships with North Idaho regional healthcare organizations. Institution representatives and Board staff will provide an overview of the proposed framework for the Board's consideration. Additionally, a memorandum of understanding is included with agenda materials to articulate Idaho State University's awareness of the U of I's proposed Direct-Entry MSN given the statewide program responsibility for Nursing at the Master's level. Additionally, a document is provided articulating the collaborative plans for Master of Science in Nursing efforts between Lewis-Clark State College and University of Idaho.

The proposed program plans to enroll 15 students initially, increasing to 25 by the fifth year, with an expected graduation of 12 students beginning in the second year. Enrollment projections are based on approximately 43 students who have indicated an interest in nursing through a designated "pre-nursing" cohort code in the UI VandalStar system, as the university does not offer a formal "pre-nursing" major. This data informed the projected cohort size of 25 students by year five. The program established a minimum enrollment threshold of 10 students per cohort, or 20 students in total, to ensure financial sustainability. Should enrollment fall below these levels for three consecutive years, the program will undergo evaluation. If enrollment deficiencies persist for a fourth consecutive year, the program will be discontinued. A teach-out plan will be implemented for currently enrolled students, and no new cohorts will be admitted.

The proposed program is consistent with the University of Idaho's Service Region Program Responsibilities and their current institution plan for Delivery of Academic Programs in Region II. In accordance with State Board Policy III.Z program responsibilities, Idaho State University has statewide program responsibility for the Master of Science in Nursing and shares responsibility with Boise State University in Region III. As provided in Board Policy III.Z.4.b.i, University of Idaho and Lewis-Clark State College are the Service Region Designated Institutions responsible for providing undergraduate and graduate programs within Region II.

As provided above, currently, there is one Direct-Entry MSN program in the state to be offered by Lewis-Clark State College starting in Spring 2026. The chart below represents the status of graduate nursing program offerings.

Instit.	Program	Degree	Location	Responsibility	Method of Delivery
BSU	Nursing (suspended)	MN/MSN	Boise	Regional	Online
ISU	Nursing: Education Option	MS Option	Online	Regional	Online

LCSC	Nursing Leadership in Healthcare	MSN	Online	Regional	Online
LCSC	Nursing, Direct-Entry	MSN	Lewiston	Regional	In-person

Idaho State University offers an MSN Education option. This program's admission requirements indicate that applicants must have an undergraduate degree in nursing. Similarly, Lewis-Clark State College offers a Nursing Leadership in Healthcare Master's program that also requires applicants to have an undergraduate degree in nursing.

University of Idaho also requests approval to assess a professional program fee of $15,032 per year for the Direct-Entry MSN program. Based on the information provided in the proposal, the program aligns with Board Policy V.R.3.b.ii for the application of the professional fee, considering the program's focus on licensure based professional practice. The projected student costs, program revenue, and operational structure appear well developed. The total expenditure provides consistent annual investment in the program's scale, scope, and growth over the four-year period.

The proposal completed the program review process initially in March 2024 and was shared with the Council on Academic Affairs and Programs on March 28, 2024 and Instruction, Research, and Student Affairs on April 4, 2024. The proposal was scheduled for the June 2024 Board meeting where it was pulled from the agenda pending further discussion. Since that time, University of Idaho submitted a revised proposal in late July and was shared with the Council on Academic Affairs and Programs on July 31, 2025 and with the Instruction, Research and Student Affairs on August 7, 2025.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to create a Direct-Entry Master of Science in Nursing, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by the University of Idaho to charge a professional fee of $15,032 per year in addition to standard graduate tuition and fees for the Direct-Entry Master of Science in Nursing, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Institutional Tracking No. _____

Idaho State Board of Education

FULL PROPOSAL FORM

Academic Programs

Date of Proposal Submission:	July 2025 (Rev. 7.25.25)				
Institution Submitting Proposal:	University of Idaho				
Name of College, School, or Division:	College of Graduate Studies				
Name of Department(s) or Area(s):	School of Health & Medical Professions (SHAMP)				
Official Name of the Program:	Direct-Entry Master of Science in Nursing (MSN)				
Degree Information:	Degree Level: Graduate		Degree Type: MSN		
CIP code or Modification of CIP Code (consult IR /Registrar):	51.3801				
Method of Delivery: Indicate percentage of face-to-face, hybrid, distance delivery, etc.	80% Hybrid				
Implementation Date:	Fall 2026				
Geographical Delivery:	Location(s)	Coeur d'Alene	Region(s)	2	
Indicate (X) if the program is/has: (Consistent with Board Policy V.R.)		Self-Support fee	x	Professional Fee	Online Program Fee
Indicate (X) if the program is: (Consistent with Board Policy III.Z.)	x	Regional Program Responsibility		Statewide Program Responsibility	

Indicate those that apply to this request:

- [ ] Undergraduate Program
- [x] Graduate Program
- [ ] Undergraduate Certificate (30 credits or more)
- [ ] Graduate Certificate (30 credits or more)
- [ ] Specialized Certificate (above $250k/FY)

Proposed Action

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

College Dean	Date 7/16/25	Vice President for Research (as applicable)	Date
Graduate Dean/other (as applicable)	Date 7/17/25	Academic Affairs Program Manager, OSBE	Date
FVP/Chief Fiscal Officer	Date 07/16/25	Chief Financial Officer, OSBE	Date
Provost/VP for Instruction	Date 07/16/25	Chief Academic Officer, OSBE	Date
President	Date	SBOE/Executive Director or Designee Approval	Date

Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance. This proposal form must be completed for the creation or expansion of each new program. All questions must be answered.

Rationale for Creation or Modification of the Program

1. **Describe the request and give an overview of the changes that will result.** What type of substantive change are you requesting? Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace. If this is an Associate degree, please describe transferability.

   The Direct-Entry Master of Science in Nursing is a newly proposed graduate program designed to prepare students to become Registered Nurses. The MSN program is an independent program and will be housed in the School of Medical and Health Professions at the University of Idaho and offered jointly in Coeur d'Alene with North Idaho College (NIC).

2. **Need for the Program**. Describe evidence of the student, regional, and statewide needs that will be addressed by this proposal to include student clientele to be served and address the ways in which the proposed program will meet those needs.

   a. **Workforce and economic need:** Provide verification of state workforce needs that will be met by this program. *Include job titles and cite the data source.* Describe how the proposed program will stimulate the state economy by advancing the field, providing research results, etc.

   The need for nursing professionals is seeing a significant surge and is anticipated to grow even more. As the older generation from the baby boomer era steps into retirement and healthcare necessities expand, especially with an older population and the rise in long-term diseases, the urgency for nurses becomes paramount. Data from the US Bureau of Labor Statistics for the period 2016-2026 highlights that Registered Nursing will be among the leading professions in terms of employment growth up to 2026. It is predicted that the RN workforce will see a growth from 2.9 million in 2016 to 3.4 million by 2026, marking a 15% increase. More recent projections indicate a continued 6% increase in the RN workforce nationally through 2033.

   By June 2022, Idaho faced a shortage of over 2,000 registered nurses. Reports from the Idaho Center for Nursing indicate that the weekly average of travel nurse deployments in healthcare facilities throughout the state surpassed 1,500. This comes with a substantial financial burden in both populated and remote areas. Relying heavily on travel nurses is a costly approach and doesn't cater to the essential requirement of nurturing a proficient nursing workforce within Idaho.

   Data from the Idaho Department of Labor in 2022 reveals that there were 8,922 job openings for Registered Nurses, anticipating a growth rate of 19.9% from 2020 to 2030. Further, the 2024 Idaho Nursing Workforce Report noted that nearly 7% of Idaho nurses are older than 67, that Idaho remained below the national average of 10.6 RNs per 1,000 population (Idaho is at 7.06 employed RNs per 1,000 population), and Idaho healthcare

agencies continue to report an average monthly nursing vacancies of 750-1,000 nurses.

Annually, Idaho's nursing educational institutions produce between 750 and 825 graduates. This figure falls short in addressing the escalating demand for RNs. By 2022, hospitals in Idaho felt the pinch, with only 41% of RNs working there, a drop from the 60% seen in 2018, as per the Idaho Center for Nursing. Healthcare leaders in Idaho label the shortage of nurses as reaching a "critical stage," impacting patient care, hiring and retaining staff, and the overall well-being of individuals and communities. The challenge of preparing for the upcoming nursing workforce is intensified by the projected one-third reduction in presently licensed nurses in Idaho, attributed to retirements.

Nevertheless, nursing institutions in Idaho are gearing up to boost their intake and provide quality education to RNs, leveraging expanded collaborations and introducing novel clinical training methods.

Rural areas struggle to find adequate numbers of nurses, and data shows that there has been a profound urban shift in practicing registered nurses. In 2005, 17% of registered nurses worked in rural areas, but that number had dropped to 14.4% by 2018. In 2005, 16.4% of nurses worked in rural hospitals, but in 2018, that figure had dropped to 13.4%.

The percentage of registered nurses working at rural critical access hospitals in 2018 was 38.5%, but the Covid-19 pandemic accelerated retirement of many older nurses. Rural facilities with tight budgets could not compete with better-funded urban healthcare centers, and the rural nursing workforce dropped even further. Although efforts to train and recruit more nurses are ongoing and projections show enough new nurses to replace retiring baby boomer registered nurses, the replacement distribution is expected to be uneven, with urban locales attracting more new nurses than rural regions (National Academies Press, 2021).

Research shows that graduate level direct-entry nursing students demonstrate discipline and independent learning skills that transfer well to nursing and outperform younger nursing students. With an average age of 26, direct-entry graduate students are motivated, engaged learners who demonstrate emotional maturity well-suited for healthcare employment (Everrett et al., 2013). With calls for educational leadership that meets actual needs by delivering innovative educational programs that harness technology to transform curricular offerings (Thompson, 2016), a direct-entry nursing education program addresses unmet needs for both an able student population and a struggling rural workforce. Further, our industry partners (e.g., Kootenai Health, St. Jospeh Regional Medical Center, etc.) continue to stress the need for expanded training of RNs in Idaho, with an emphasis on needing to train them in North Idaho and with master’s degree level training.

Lewis-Clark State University (LCSC) has recently been approved to offer a Direct-Entry Master of Science in Nursing (MSN), and there are no existing direct-entry MSN programs in Idaho. In fact, only 41 programs of this type exist in the nation. Idaho students who have already obtained a bachelor’s degree in a non-nursing field must complete a second bachelor’s degree or leave the state if they want to enter the nursing profession. This is an inefficient use of human resources and an obstacle that keeps many nontraditional students from entering the nursing field. The proposed Direct Entry (aka Entry to Practice) MSN program fills this need.

b. Student demand. What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). *Provide evidence of student demand/ interest from inside and outside of the institution.*

Idaho has a significant need for nurses, and the currently existing RN programs require students to earn a bachelor's degree (or second bachelor's degree in the case of a career change). This need to earn a second baccalaureate degree limits the option for financial aid for students who have already earned a bachelor's degree and want to pursue a career in nursing; further, it is likely to be more appealing for students to earn a graduate degree in nursing instead of a second bachelor's degree as seen in many states across the country where direct-entry MSNs have been created. The only other in-state direct-entry MSN program within the region is LCSC's newly approved program, which has a limited number of seats. The significant need for nurses, the desire for many working professionals to transition to a nursing career, and the limited number of available nursing seats in North Idaho provide a substantial base for student demand. Further, many surrounding states have nursing programs with applications exceeding demand. The opportunity for out-of-state students to attend a direct-entry MSN at the University of Idaho will likely lead to a meaningful pool of applicants who are from outside of Idaho. Training these students in Idaho increases the odds that we may be able to retain these future RNs in Idaho.

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

Rural areas struggle to find adequate numbers of nurses, and data shows there has been a profound urban shift in practicing registered nurses. In 2005, 17% of registered nurses worked in rural areas, but that number had dropped to 14.4% by 2018. In 2005, 16.4% of nurses worked in rural hospitals, but in 2018, that figure had dropped to 13.4%.

The percentage of registered nurses working at rural critical access hospitals in 2018 was 38.5%, but the Covid-19 pandemic accelerated retirement of many older nurses. Rural facilities with tight budgets could not compete with better funded urban healthcare centers, and the rural nursing workforce dropped even further. Although efforts to train and recruit more nurses are ongoing and projections show enough new nurses to replace retiring baby boomer registered nurses, the replacement distribution is expected to be uneven, with urban locales attracting more new nurses than rural regions (National Academies Press, 2021).

Direct-entry Master of Science Nursing programs provide one important way to meet the need for more nurses. Research shows graduate level direct-entry nursing students demonstrate discipline and independent learning skills that transfer well to nursing and outperform younger nursing students. With an average age of 26, direct-entry graduate students are motivated, engaged learners who demonstrate emotional maturity well-suited for healthcare employment (Everrett et al., 2013).

A direct-entry nursing education program addresses unmet needs for both an able student population and a rural nursing workforce by delivering an innovative education that harness technology to transform curricular offerings (Thompson, 2016),

Currently, there is one other planned direct-entry Master of Science in Nursing (MSN) in Idaho, namely LCSC's newly approved program, which will offer a limited number of seats. Absent a direct-entry MSN program, Idaho students who have already obtained a

bachelor's degree in a non-nursing field must complete a second bachelor's degree or leave the state if they want to enter the nursing profession. This is an inefficient use of human resources and an obstacle that keeps many nontraditional students from entering the nursing field. The proposed Direct Entry (aka Entry to Practice) MSN program fills this need.

Feedback from Idaho's nursing workforce data and industry partners (e.g., Kootenai Health and others) indicates there is a specific industry need to establish this program at the University of Idaho. The demand for nurses in north Idaho is so high that no single institution alone could meet it. To help do so, UI will build on strong existing partnerships and expertise, thus fulfilling our regional responsibility to serve north Idaho. Because our proposed program will complement LCSC's newly approved Direct-Entry MSN, it takes a particularly effective approach to addressing Idaho's nursing shortage. The new LCSC program will produce MSN graduates prepared to move into leadership roles. Our proposed program will produce MSN graduates prepared to continuously assess and improve clinical practices. Both sets of expertise are important for north Idaho and for the state. Together, LCSC's and UI's Direct-Entry MSN programs will serve the region and Idaho better than either could alone. Further, UI's direct-entry MSN will leverage important NIC strengths, from state-of-the-art educational facilities to strong clinical training relationships with regional healthcare providers.

3. Program Prioritization

Is the proposed new program a result of program prioritization?

Yes_____ No_X____

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

4. Credit for Prior Learning

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

Not Applicable

5. Affordability Opportunities

Describe any program-specific steps taken to maximize affordability, such as: textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

Our institution is deeply committed to ensuring that students pursuing the Master of Science in Nursing (MSN) degree have access to an affordable, high-quality education. The currently proposed program has total costs significantly lower than those of existing direct-entry MSN programs at other universities in the Pacific Northwest to which Idaho residents currently apply. To keep costs low, we have implemented several measures aimed at maximizing affordability for our students:

1. **Open Educational Resources (OER) for Textbooks:** Recognizing the high cost of textbooks, our faculty have made a concerted effort to adopt Open Educational Resources wherever possible. These OER materials are freely accessible, openly licensed, and can be used, reused, or adapted, thus significantly reducing or even eliminating the cost of textbooks for our students.

2. **Online Delivery Methods:** We offer a majority of our MSN courses hybrid-online, providing students the flexibility to learn from anywhere and reducing the need for physical attendance. This can lead to savings in terms of transportation, accommodation, and other related expenses.

3. **Reduced Fees:** We have worked diligently to minimize additional fees associated with the program.

4. **Compressed Course Scheduling:** Our MSN program offers a compressed course schedule that allows students to complete their degree in a shorter time frame. This schedule not only gets them into the workforce faster but also reduces the overall cost of their education in terms of time and associated living expenses.

5. **Cost-effective Clinical Placements:** We coordinate with local healthcare providers to ensure that clinical placements are within reasonable commuting distances for students, minimizing travel-related expenses.

6. **Digital Resources and Libraries:** Our digital library resources are extensive, reducing the need for students to purchase additional materials or subscriptions. Students have access to a wide range of e-journals, e-books, and databases relevant to nursing.

Enrollments and Graduates

6. Existing similar programs at Idaho Public Institutions. Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions for the most past four years.

As noted above, LCSC recently gained State Board approval to offer a Direct-Entry MSN program, but because the program is still being launched, there are no enrollments yet. Further, the direct-entry MSNs at LCSC and UI will offer master's degree training with

different expertise/focus areas (i.e., leadership vs. quality improvement research).

Instit.	Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
		FY__	FY__	FY__	FY__ (most recent)	FY__	FY__	FY__	FY__ (most recent)

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

Our proposed MSN degree is a "direct-entry" master's degree in nursing. Currently, there is one other planned direct-entry MSN degree program in Idaho, namely, LCSC's newly approved program. These two programs, LCSC's and UI's, have distinct – and complementary – focus areas. To address the need for nurses prepared to move into managerial and executive roles, LCSC's program focuses on leadership. To address the need for continuous improvement of clinical practice, UI's program focuses on 1) earlier and increased clinical practice experience and 2) evidence-based practice and research on issues such as quality improvement, rural healthcare, and effective implementation of research-based approaches in clinical settings.

There are two other graduate-level nursing degrees in Idaho.

- **Boise State University:** BSU offers an Adult-Gerontology Nurse Practitioner program at the master's level. This program's admission requirements indicate that applicants require an undergraduate degree in nursing and an RN license. https://www.boisestate.edu/nursing-agnp/agnp-master-nursing/admission/#application-requirements

- **Idaho State University:** ISU offers an MSN graduate degree in nursing as well. This program's admission requirements indicate that applicants must have an undergraduate degree in nursing. https://www.isu.edu/nursing/programs/master-of-science-in-nursing-msn/

How these differ from the proposed direct entry MSN: In Idaho, students with a non-nursing bachelor's degree and who desire to become a nurse must enroll in a nursing program to obtain a second bachelor's degree. Each year there are students who graduate and then decide later to pursue nursing. Our premise is that having a direct-

entry MSN would increase the number of individuals deciding to pursue nursing because it supports career progression for applicants who already have a bachelor's degree. The existing master's programs available at other state institutions currently require applicants to have a prior degree in nursing, typically a BS in nursing (i.e., BSN). However, the direct entry MSN program is suitable for individuals who already hold a bachelor's degree in another non-nursing field and are committed to transitioning into a nursing career. The proposed program would be the second direct- entry master's in nursing degree in Idaho.

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

Proposed Program: Projected Enrollments and Graduates First Five Years											
Projected Fall Term Headcount Enrollment in Program						**Projected Annual Number of Graduates from Program**					
FY26 (1st year)	FY27	FY28	FY29	FY30		FY26 (1st year)	FY27	FY28	FY29	FY30	
15	31	37	38	40		0	12	17	18	20	

*Projected graduation based on 85% graduation rate

9. **Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 "Need for the Program" above.
What is the capacity for the program? Describe your recruitment efforts. How did you determine the projected numbers above?

Research shows that graduate level direct-entry nursing students demonstrate discipline and independent learning skills that transfer well to nursing and outperform younger nursing students. With an average age of 26, direct-entry graduate students are motivated, engaged learners who demonstrate emotional maturity well-suited for healthcare employment (Everrett et al., 2013). With calls for educational leadership that meets actual needs by delivering innovative educational programs that harness technology to transform curricular offerings (Thompson, 2016), a direct-entry nursing education program addresses unmet needs for both an able student population and a struggling rural workforce.

Currently, one other institution in Idaho, Lewis-Clark State College, will soon offer a Direct Entry Master of Science in Nursing (MSN), and there are only 41 programs of this type in the nation. Idaho students who have already obtained a bachelor's degree in a non-nursing field must complete a second bachelor's degree or leave the state if they want to enter the nursing profession. This is an inefficient use of human resources and an obstacle that keeps many nontraditional students from entering the nursing field. The proposed Direct-Entry (aka Entry to Practice) MSN program fills this need.

Recruitment efforts include internal institutional recruiting and regional recruiting. There are currently 43 students identified as "pre-nursing" in the UI VandalStar system. As there is no "pre-nursing" major, students can declare their professional interest/intent through a "pre-nursing" cohort code. Of these 43, there may be students who are working on prerequisites at UI with the intent to transfer to a school of nursing before completing their degree at UI, students who intend to finish their degree at UI before matriculating to another institution to complete a second undergraduate degree in nursing, and/or students who intend to finish their degree at UI before matriculating to another institution to complete a master's degree in nursing. We used this internal information to project a cohort of 25 students in the fifth year of program delivery. Our model begins at 15 per cohort and grows every two years for the first 4 years. This stepwise growth is intentional as our model allows a measured increase in clinical rotations over time. Other recruitment efforts will be incorporated into the recruitment efforts for the health professions programs in the School of Health and Medical Professions at UI (SHAMP). While many graduates of NIC's Associate of Science in Nursing (ASN) program will likely pursue LCSC's BSN, the NIC-UI collaboration will allow those who are interested to explore other health professions degree programs, such as UI's existing Bachelor of Science Exercise, Sports, and Health Sciences or Bachelor of Science Medical Sciences. These degree programs prepare students for graduate training, such as the Master of Science in Athletic Training and medical education programs, with potential to continue into the Doctor of Anatomical Sciences or Doctor of Athletic Training.

10. Minimum Enrollments and Graduates.

a. What are the minimums that the program will need to meet in order to be continued, and what is the logical basis for those minimums?

The minimum class size is 10 students per cohort or 20 students overall. These minimums are based on revenues needed to sustain program delivery.

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

In the event enrollment minimums are not met, the program will undergo evaluation after three years of concurrent enrollment deficiencies. The program will be sunsetted following four years of enrollment deficiency. Teach-outs will occur for matriculating students, and a new cohort will not be filled.

11. Assurance of Quality. Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

The program will undergo program prioritization as part of the University of Idaho quality improvement plan (https://www.uidaho.edu/provost/ir/assessment-evaluation/program-review.) The assessment plan for the program will also include the faculty establishing program learning outcomes and benchmarks, with annual assessment of benchmarks being met. The assessment process will inform program outcome changes, benchmark modifications, or assessment process modifications as a process of continuous improvement to ensure students are meeting necessary benchmarks. Benchmarks or

program outcomes that may be assessed include program completion rates, board exam pass rates, licensure rates, graduate employment data, student satisfaction surveys, and alumni surveys. The program will also undergo external accreditation through the Commission on Collegiate Nursing Education (CCNE).

12. **In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.** Attach the peer review report as **Appendix A**. With prior approval from the Board's Executive Director or designee, for programs that require specialized accreditation, external review for the accreditation process may supplant standard external peer review as provided in Board Policy III.G.[1]

    Not applicable to this program.

13. **Educator Endorsement/Certification Programs**. All new initial educator preparation programs that lead to an Idaho educator endorsement/certification require review and recommendation facilitated by the Office of the State Board of Education and approval from the Idaho State Board of Education.

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

    Yes ____ No X

    If yes, on what date was the new program application endorsement/certification submitted to the Office of the State Board of Education (Educator Effectiveness Program Manager)?

    Date _____

    All new program applications for endorsement/certification are submitted via CANVAS by the educator preparation provider dean, assistant dean, or director.

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

    Yes X No ____

    If yes, proceed to question 15. If no:

[1] For programs that require specialized accreditation, external review for the accreditation process may supplant standard external peer review as in Board Policy III.G.a.i (2) a.i and may occur after approval of the program by the Board, if and only if receipt of initial accreditation is required before any student enrolls in the program. Institutions must receive from the Executive Director or designee approval to supplant external peer review with specialized accreditation review prior to submitting a doctoral program proposal. Institutions shall submit a copy of the specialized accreditation report to the Board Office within 30 days of completion of the review.

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

Indicate (X) by each applicable statement:

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

b. Provide an explanation for all statements you selected.

Not applicable

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

15. Curriculum. Provide descriptive information of the educational offering.

a. Summary of requirements. Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	67
Credit hours in required courses offered by other departments.	0
Credit hours in institutional general education curriculum.	0
Credit hours in free electives	0
Total credit hours required for degree program	67

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

The Direct Entry MSN Nursing Curriculum is an accelerated program that requires 67 credit hours of training. Coursework is designed to build knowledge and skills in a stepwise manner in context of patient care. Hybrid mode of course delivery with in-person and online didactic instruction followed by in-person skills labs and clinical immersion experiences.

Semester One

Course	Description	Credits
MSN 506	Foundations of Nursing Practice	3
MSN 507	Health Assessment	2
MSN 508	Health Assessment lab	1
MSN 509	Pathophysiology	3
MSN 510	Integrated Clinical Management 1: concepts and interventions to promote mental health	3
MSN 511	Integrated Clinical Management 1: concepts and interventions to promote mental health clinical	2
MSN 512	Pharmacotherapeutics	3
Total credits		17

Semester Two

Course	Description	Credits
MSN 513	Nursing Fundamentals and Professional Practices	3
MSN 514	Theoretical Foundations for Nursing Practice	3
MSN 515	Integrated Clinical Management 2: adult and gerontological chronic health alterations	3
MSN 516	Integrated Clinical Management 2: adult and Gerontological Chronic Health Alterations clinical	2
MSN 517	Ethics, Policy, and Health Care Advocacy	3
MSN 518	Health Promotion and Risk Reduction Across the Lifespan	3
Total credits		17

Semester Three

Course	Description	Credits
MSN 519	Healthcare Research and Evidence-based Practice	3
MSN 520	Interprofessional Collaboration and Population Health	3
MSN 521	Quality and Patient Safety in Health Care	3
MSN 522	Integrated Clinical Management 3: adult and gerontological acute health alterations	3
MSN 523	Integrated Clinical Management 3: adult and Gerontological Acute Health Alterations clinical	2
MSN 524	Informatics, Technology, and Professional Issues	3
Total credits		17

Semester Four

Course	Description	Credits
MSN 525	Healthcare Organizational and Systems Leadership	3
MSN 526	Integrated Clinical Management 4: Pediatric, Obstetric, and Women's Health	3
MSN 527	Integrated Clinical Management 4: Pediatric, Obstetric, and Women's Health clinical	2
MSN 528	Professional Nursing Practice Capstone Experience	5
MSN 529	Emerging Topics and Transition to Nursing Practice	3
Total credits		16

c. Additional requirements. Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

MSN students will complete 8 credits of practicum as part of the clinical learning curriculum. Courses include:

- Integrated Clinical Management 1: Concepts and Interventions to Promote Mental Health Clinical,
- Integrated Clinical Management 2: Adult and Gerontological Chronic Health Alterations Clinical,
- Integrated Clinical Management 3: Adult and Gerontological Acute Health Alterations Clinical,
- Integrated Clinical Management 4: Pediatric, Obstetric, and Women's Health clinical.

Students will also complete a capstone research project relevant to creating changes or improvement in the health system (e.g., quality improvement project, etc.) or advancing knowledge (e.g., bioinformatics research).

16. Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.

a. Intended Learning Outcomes. List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do, and value or appreciate as a result of completing the program.

The Essentials: Competencies for Nursing Education 2021.

The Competencies for nursing education include competencies and student learning outcomes required for successful program accreditation by the Commission on the Collegiate Nursing Education (CCNE)

These learning outcomes also prepare students for the national board examination for nursing practice (National Council Licensure Examination).

Student Learning Outcomes:
Intended Learning Outcomes for the Nursing Program Component:

1. Knowledge Acquisition and Application: Upon completion of the program component, students will demonstrate a comprehensive understanding of core nursing concepts, theories, and evidence-based practices. They will be able to apply this knowledge to solve complex healthcare challenges.

2. Clinical Competence: Students will develop clinical competence in patient care, including assessment, planning, implementation, and evaluation of nursing interventions. They will be capable of delivering safe and effective nursing care across diverse healthcare settings.

3. Demonstrate holistic nursing care: Perform comprehensive, safe, holistic nursing care, integrating physical, psychological, social, spiritual, and cultural dimensions of health.

4. Critical Thinking and Problem-Solving: Graduates will possess strong critical thinking skills, enabling them to analyze clinical situations, identify potential problems, and make informed decisions to optimize patient outcomes.

5. Implement Evidence-Based Practices: Utilize evidence-based practices to provide high-quality care, particularly in resource-limited settings, ensuring interventions are grounded in the latest research and contextualized to meet local needs.

6. Communication and Interpersonal Skills: Students will exhibit effective communication and interpersonal skills, fostering therapeutic relationships with patients, families, and the healthcare team.

7. Foster Community Engagement and Population Health: Collaborate with community stakeholders to identify, design, and implement population health initiatives that consider geographic location, geopolitical influences, and community specific needs to improve healthcare delivery and outcomes.

8. Professionalism and Ethical Practice: Graduates will uphold the highest standards of professionalism and ethics, adhering to legal and ethical guidelines while demonstrating cultural competence, empathy, and respect for patient autonomy. Graduates will apply ethical principles and legal standards to complex healthcare scenarios, respecting patient autonomy and rights in all settings, including those with limited resources.

9. Leadership and Collaboration: Students will acquire leadership and collaboration skills, enabling them to work effectively within interdisciplinary healthcare teams, advocate for patients, and contribute to improving healthcare systems. Students will lead and collaborate with interprofessional healthcare teams to coordinate comprehensive care for diverse populations, emphasizing person-centered and holistic approaches.

10. Deliver Person-Centered, Culturally Competent Care: Engage in shared decision-making to provide culturally sensitive, inclusive care that honors individual preferences, values, and needs with dignity and respect, while addressing the unique challenges of diverse populations to enhance patient outcomes.

11. Integrate Informatics and Technology in Patient Care: Effectively use health informatics and telehealth technologies to deliver and improve patient care, especially in underserved and rural communities.

12. Engage in Lifelong Learning and Reflective Practice: Commit to lifelong learning and self-reflection, continuously improving professional practice to meet evolving healthcare needs and standards.

17. Assessment plans.

a. Assessment Process. Describe the assessment plan for student learning outcomes that will be used to evaluate student achievement and how the results will be used to improve the program.

Assessment Process

To evaluate how well students are achieving the intended learning outcomes, the following assessment processes will be employed:

1. Examinations and Quizzes: Regular assessments will include written examinations and quizzes to evaluate knowledge acquisition and critical thinking skills.

2. Clinical Skills Assessment: Clinical skills will be assessed through direct observation, practical examinations, and skills checklists during clinical rotations.

3. Case Studies and Care Plans: Students will complete case studies and care plans to demonstrate their ability to apply theoretical knowledge to real-world patient care scenarios.

4. Reflective Journals and Portfolios: Students will maintain reflective journals and e-portfolios, providing insights into their personal and professional growth.

5. Peer and Self-Assessment: Peer evaluations and self-assessments will be incorporated for group projects and personal reflection on skills development.

Using Assessment Findings for Program Improvement

Assessment findings will be used for continuous program improvement through the following mechanisms:

1. Faculty Meetings: Regular faculty meetings will involve discussions of assessment results, with a focus on identifying areas of improvement and refining teaching methods and curriculum.

2. Curriculum Review: Assessment data will inform curriculum revisions, ensuring alignment with current healthcare trends and best practices.

3. Faculty Development: Faculty will receive training and support to enhance assessment techniques and teaching strategies, addressing areas were student performance needs improvement.

4. Feedback Loops: Continuous feedback loops will be established with students, incorporating their input to make program enhancements.

5. Benchmark Assessment: assessment of relevant benchmark data (e.g., program completion rates, NCLEX Practice Exam pass rates, student surveys, alumni surveys, employer surveys, etc.) will provide data for program assessment and modification for improvement.

Assessment Activity Timing

Assessment activities will occur throughout the program at various frequencies:

- Formative assessments (quizzes, in-class discussions) will be ongoing throughout each semester.

- Summative assessments (midterm, final examinations) will occur at the end of relevant courses and following year one and year two. Alumni and industry surveys will be completed two years following graduation.

- Clinical skills assessments and evaluations will be conducted during clinical rotations.

- Case studies, care plans, and projects will be assigned periodically.

Resources Required for Implementation – fiscal impact and budget.
Organizational arrangements required within the institution to accommodate the change including administrative, staff, and faculty hires, facilities, student services, library; etc.[2]

18. **Physical Facilities and Equipment:** Describe the provision for physical facilities and equipment.

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

The Meyer Health and Sciences Building on NIC's campus houses the college's Health Professions and Nursing Division and its Natural Sciences Division. Its ample spaces include laboratories, classrooms, and study areas. The facility's state-of-the-art simulation equipment, anatomy labs, and other health professions training resources will provide an ideal learning environment for MSN students.

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

The Meyer Health and Science Building facilities are available for use by the UI MSN program during times when they're not being utilized by existing NIC programs. To ensure that the MSN program has no negative impact on students in existing programs, NIC and UI will schedule the MSN program's use of the facilities at times that do not conflict.

    c. **Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

On occasion, UI will assist in updating simulation training equipment, which is essential to nursing education and which must be replaced or upgraded periodically. Over time, resources will be needed for upgrades and replacements. There are four types of simulation training:

- Manikin-Based Simulation
- Skills-Training Simulation
- Tissue-based Simulation
- Virtual Reality Simulation
- Standardized Patient Simulation

Because NIC will allow UI to use its simulation equipment for the MSN program, UI will not need to purchase simulation equipment to launch the program. Therefore, UI will not

[2] 2 Financial Impact shall mean the total financial expenditures, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of establishing, modifying, or discontinuing a new instructional program, instructional unit, or administrative unit. *Revised per Board Policy III.G, June 2024.*

make a request for a legislative appropriation of funds for this purpose, as previously planned. Thus, the NIC-UI collaboration is effectively stewarding Idaho resources.

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

a. **Existing resources and impact of new program**. Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

The University of Idaho houses the largest library in the state of Idaho servicing students and faculty on our campuses and virtually in all 44 counties. Students on campus or attending online will have access to needed search databases, journals, and scholarly works related to medicine and healthcare. It is not expected that the direct-entry MSN program will have a noticeable impact on library usage. Library resources for students and faculty attending online https://www.lib.uidaho.edu/services/distance.html

b. **Needed resources**. What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

SHAMP currently supports Library resources at UI for health and medical professions students, including those in WWAMI and athletic training programs, which will also benefit MSN students. In addition to our existing support, we are planning a modest increase in resources dedicated specifically to enhancing the MSN program. Funding for these resources is integrated into the proposed budget in the already provided in ongoing university support and will include resources such as journal subscriptions specific to nursing.

20. Faculty/Personnel resources

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

The direct-entry MSN program will be adding 67 credits in 24 new courses (see course information). Instructional capacity includes the proposed 5.5 FTE (Faculty, Directors/Administrators, and Administrative Support Personnel) who would be hired with program approval. The program has been allocated financial resources to support the hiring of faculty and staff for the program, which are presented in the budget proposal (e.g., on-going institutional funds, etc.).

b. Existing resources. Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

The School of Health and Medical Professions currently has administrative staff who will help support this program.

c. Impact on existing programs. What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

This program will have minimal impact on existing NIC and UI programs. While it can operate with existing SHAMP faculty and adjuncts, additional hires will be made to support the program given the resources already allocated for nursing education in SHAMP. The program will undergo annual program review as part of the University of Idaho quality improvement plan https://www.uidaho.edu/provost/ir/assessment-evaluation/program-review.

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

MSN will require 5.5FTE, which includes the following personnel: Faculty, Directors/Administrators, and Administrative Support Personnel.

21. Revenue Sources

a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

Not applicable

b) **New appropriation**. If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

A request to fund the new program was submitted to the State of Idaho for FY25 and was approved.

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

Not applicable

ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

Not applicable

d) **Student Fees**:

i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R.,3.b.

Not applicable

ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

This program will assess a professional fee in accordance with Board Policy V.R.3.b.iii. A professional fee may be charged for an academic professional program if graduates of the program obtain a specialized higher education certificate or degree that qualifies them to practice a professional service involving expert and specialized knowledge for which credentialing or licensing may be required. The professional fee for this program will be $15,032 per year. The estimated tuition costs for Direct-Entry Nursing students will be approximately $23,792 per year for in-state students and $43,028 per year for out of state students (Note: Mandatory fee revenue is excluded from the budget and costs as it is not available to cover program costs). The Direct-Entry MSN program is not a self-support program.

*This program is defined as a professional fee program in accordance with the policies set forth in Sections V.R.3.b.iii of the Idaho State Board of Education Governing Policies and Procedures.

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

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

ATTACHMENT 1

Program Resource Requirements.

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

I. PLANNED STUDENT ENROLLMENT

	FY 26		FY 27		FY 28		FY 29	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments		15		18		20		20
B. Shifting enrollments				13		17		18
Total Enrollment	0	15	0	31	0	37	0	38

II. REVENUE

	FY 26		FY 27		FY 28		FY 29	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Reques	$0.00	$0.00						
2. Institution Funds	$417,600.00	$212,400.00	$417,600.00		$417,600.00		$417,600.00	
3. Federal	$0.00		$0.00		$0.00		$0.00	
4. New Tuition Revenues from Increased Enrollments	$217,962.00		$450,454.80		$537,639.60		$552,170.40	
5. Student Fees	$225,480.00		$465,992.00		$556,184.00		$571,216.00	
6. Other (i.e., Gifts)								
Total Revenue	$861,042	$212,400	$1,334,047	$0	$1,511,424	$0	$1,540,986	$0

Ongoing is defined as ongoing operating budget for the program which will become part of the base.
One-time is defined as one-time funding in a fiscal year and not part of the base.

		FY26	FY27	FY28	FY29
Resident		70.0%	70.0%	70.0%	70.0%
Non-Resident		30.0%	30.0%	30.0%	30.0%
HC FT Enrollment		15	31	37	38
Student Credit Hours PT Enrollment		180	372	444	456
Rates:					
Res Tuition - FT	$ 8,760	$ 91,980	$ 190,092	$ 226,884	$ 233,016
NR Tuition - FT	$ 27,996	$ 125,982	$ 260,363	$ 310,756	$ 319,154
Fees - FT	$ 2,372	$ 35,580	$ 73,532	$ 87,764	$ 90,136
Summer Tuition - PT	$ -	$ -	$ -	$ -	$ -
Summer Fees - PT	$ -	$ -	$ -	$ -	$ -
Profession Fee - Annual	$ 15,032	$ 225,480	$ 465,992	$ 556,184	$ 571,216
		$ 479,022	$ 989,979	$ 1,181,588	$ 1,213,522
TUITION		$ 217,962	$ 450,455	$ 537,640	$ 552,170
PROF FEES		$ 225,480	$ 465,992	$ 556,184	$ 571,216
MAND FEES		$ 35,580	$ 73,532	$ 87,764	$ 90,136
		$ 479,022	$ 989,979	$ 1,181,588	$ 1,213,522
from template		$443,442	$916,447	$1,093,824	$1,123,386

III. EXPENDITURES

	FY 26		FY 27		FY 28		FY 29	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	5.5		5.5		5.5		5.5	
2. Faculty	$315,000.00		$315,000.00		$315,000.00		$315,000.00	
3. Adjunct Faculty								
4. Graduate/Undergrad Assistants								
5. Research Personnel								
6. Directors/Administrators	200,000		200,000		200,000		200,000	
7. Administrative Support Personnel	115,000		115,000		115,000		115,000	
8. Fringe Benefits	207,145		207,145		207,145		207,145	
9. Other:								
Total Personnel and Costs	$837,145	$0	$837,145	$0	$837,145	$0	$837,145	$0

ATTACHMENT 1

	FY 26		FY 27		FY 28		FY 29	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel	$25,000.00		$25,000.00		$25,000.00		$25,000.00	
2. Professional Services	$50,000.00		$50,000.00		$50,000.00		$50,000.00	
3. Other Services	$5,000.00		$5,000.00		$5,000.00		$5,000.00	
4. Communications	$20,000.00		$20,000.00		$20,000.00		$20,000.00	
5. Materials and Supplies	$62,855.00		$62,855.00		$62,855.00		$62,855.00	
6. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous	$5,000.00		$5,000.00		$5,000.00		$5,000.00	
Total Operating Expenditures	$167,855	$0	$167,855	$0	$167,855	$0	$167,855	$0

	FY 26		FY 27		FY 28		FY 29	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources								
2. Equipment		$200,000.00						
Total Capital Outlay	$0	$200,000	$0	$0	$0	$0	$0	$0

	FY		FY		FY		FY	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
D. Capital Facilities Construction or Major Renovation								
E. Other Costs								
Utilites								
Maintenance & Repairs								
Other								
Total Other Costs	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL EXPENDITURES:	$1,005,000	$200,000	$1,005,000	$0	$1,005,000	$0	$1,005,000	$0
Net Income (Deficit)	-$143,958	$12,400	$329,047	$0	$506,424	$0	$535,986	$0

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

II.2	Request for $417,600 to support the new Masters of Nursing program was approved and will provide on-going isntitutional support for the MSN program. Institutional funds $212,400 will be provided for the first year of the program.
II.4 & 5	Line 4 represents standard graduate tuition rates. Line 5 represents professional fee revenue. Mandatory fee revenue is excluded from the budget as it is not available to cover program costs. The estimated costs for Direct Entry Nursing Students is broken down as follows: •Resident: $8,760 + $15,032 professional fee = $23,792 / year (shifting enrollment is divided 70/30 with instate and out of state numbers each year) •Non-Resident: $27,996 + $15,032 professional fee = $43,028 / year
III. A	Personnel - 5.5 FTE (Faculty, Administration and Staff)
C.1	Journal subscriptions and reference management support
C.2	Simulation and laboratory equipment
II.	
	Please see attached Master's of Science – Nursing Budget Addendum

North Idaho College University of Idaho

July 25, 2025

Dear State Board of Education Members:

We're writing to provide a collaboration plan for the University of Idaho's (UI's) proposed Direct-Entry Master of Science in Nursing (DE-MSN). This plan first outlines a potential area for future statewide collaboration among all institutions, using north Idaho as an early proof-of-concept pilot for nursing education. Then, it outlines plans for collaboration with North Idaho College (NIC). As explained below, the planned NIC-UI collaboration will benefit students, increase efficiencies, and strengthen partnerships with north Idaho healthcare organizations. Finally, two appendices explain briefly why collaboration plans explored with Lewis-Clark State College (LCSC) were not viable and the process by which UI received a legislative appropriation to fund the DE-MSN.

Collaborative Framework

Based on a review of other states' nursing collaborations, Idaho public institutions of higher education may have a promising opportunity to collaborate under the leadership of Idaho State University (ISU) to offer even higher-quality nursing education that more effectively addresses Idaho's severe shortage of trained nurses. For example, state-level collaborations on nursing education in Oregon (Oregon Consortium of Nursing Education) and Indiana show that it is possible to coordinate nursing education across state institutions to use a single, unified system of clinical placements (Oregon and Indiana) and a shared curriculum (Oregon). This coordination could include Associate of Science in Nursing (ASN), Bachelor of Science in Nursing (BSN), and DE-MSN degrees offered by ISU, LCSC, and UI.

Because ISU has statewide responsibility and extensive expertise in nursing education, it could lead the collaboration. Dr. Sue Anderson, the new associate dean and director of ISU's School of Nursing, participated in statewide coordination of clinical nursing placements in the State of Indiana. Before leaving UI for ISU, she expressed interest in leading similar efforts in Idaho. If the board approves the collaboration plan with NIC outlined below, this collaboration could serve as a pilot for such statewide coordination. If so, while continuing to explore this opportunity with State Board leadership and the other institutions, we will also work to expand nursing education and strengthen the nursing student pipeline and workforce in North Idaho.

Planned NIC-UI Collaboration

Because the collaboration will clearly benefit each institution's students and programs, concrete steps and a viable plan emerged readily. These steps will benefit students and north Idaho residents served by the healthcare professionals who will graduate from the programs mentioned below. Further, they arise from established strengths, including well-developed collaborative projects involving NIC and UI's Coeur d'Alene Center, projects such as the Center for Intelligent Industrial Robotics. These efforts have built a track record of problem solving and effective communication. The following collaboration plan includes several major components, on the timeline noted for each:

1. Faculty Collaboration. This initiative will engage faculty in three significant ways:
    a. Joint Curriculum Development and Instruction. NIC and UI nursing faculty will co-develop and co-deliver the DE-MSN curriculum, including interdisciplinary projects. This approach will foster deeper collaboration across UI's School of Health and Medical Professions (SHAMP) with NIC and promote innovation in evidence-based nursing and health sciences education. *Implementation date: Fall 2026.*
    b. Clinical Faculty Recruitment. The university will recruit practicing registered nurses from Kootenai Health and other local healthcare organizations to serve as clinical faculty. The proximity of NIC's facilities and a planned space-sharing agreement make this approach feasible. Students will benefit significantly from instruction provided by these practicing nurses. *Implementation date: Fall 2026.*
    c. Advanced faculty training opportunities. This collaboration will provide the increase in clinically focused master's-level nurses needed to grow NIC's ASN program and will provide NIC faculty with opportunities to pursue advanced UI degrees such as:
        i. Doctor of Anatomical Sciences (DAS) – addressing the national shortage of qualified anatomy educators. Students in the DAS program could teach anatomy at NIC to support both NIC and UI nursing students.
        ii. Master of Science (MS) Gerontology – meeting the growing need for expertise in geriatric care.
        iii. Doctor of Athletic Training (DAT).

    Further, UI will offer tuition discounts to a limited number of NIC and LCSC faculty for SHAMP graduate degrees. *Implementation date: Fall 2026*
2. Shared Space and Equipment. NIC will provide access to its high-quality nursing facilities in the Meyer Health Sciences Building, eliminating the need for UI to build or lease new space. NIC and UI will pool resources to ensure students from both institutions benefit from advanced training equipment without duplicating purchases. This efficient use of funds will enhance the learning environment while reducing costs. *Implementation date: Fall 2026.*
3. Curriculum and Clinical Placement Coordination. While supporting broader statewide clinical coordination efforts, this collaboration will focus on expanding clinical rotations in the Coeur d'Alene area through joint engagement with key healthcare partners. This approach supports UI's growing suite of health professions programs and enhances opportunities for NIC students. Programs benefiting include:
    a. DAS
    b. Doctor of Clinical Psychology (PsyD)
    c. Master of Science Athletic Training (MSAT)
    d. DAT
    e. MS Gerontology
    f. Idaho's segment of the Washington, Wyoming, Alaska, Montana, and Idaho (WWAMI) medical education program.

This approach will also reduce competition for clinical placements in Lewiston, preserving capacity for LCSC programs while strengthening north Idaho clinical networks.

4. **Transfer Pathways:** This collaboration will strengthen and streamline transfer pathways for graduates for multiple NIC degree programs:
    a. **Nursing.** While many NIC ASN graduates will likely pursue LCSC's BSN, the NIC-UI collaboration will allow those who are interested to explore other health professions degree programs, such as UI's existing Bachelor of Science Exercise, Sports, and Health Sciences (BS ESHS) degree or Bachelor of Science (BS) Medical Science. These degree programs prepare students for graduate training, such as the MSAT and medical education programs, with potential to continue to the DAS or DAT programs, at UI. *Implementation: Fall 2026.*
    b. **Physical Education and Pre-Physical Therapy.** These NIC Associate of Science (AS) degrees can feed directly into UI's BS ESHS and MSAT degree programs. Students could complete their BS and MSAT degrees in three years (Instead of four), accelerating entry into the workforce. *Implementation date: Fall 2026.*
    c. **Healthcare Administration.** Graduates of NIC's Applied Associate of Science (AAS) Medical Administrative Assistant program could continue into UI's planned BS Healthcare Administration and then into our planned Master of Health Administration (MHA), both of which we hope to present to the board for consideration in the next two years. With NIC, we will build an accelerated pathway into the MHA, enabling AAS graduates to complete both the BS Healthcare Administration and the MHA in three years instead of four. *Implementation: Fall 2027.*
5. **Co-Branded Nursing Marketing Campaign.** Finally, UI has proposed a collaborative north Idaho nursing marketing campaign to help maintain strong LCSC BSN enrollment, ensure that both LCSC's and UI's DE-MSN programs are fully enrolled, and promote NIC's ASN. This campaign will increase the institutions' collective ability to meet the region's healthcare workforce needs. To develop billboard advertisements and plans for direct outreach to prospective students, UI will collaborate with both LCSC and NIC and will fund the effort for two years.

Expected Impact

This collaboration will significantly enhance health professions education across north Idaho. Specifically, it will:

1. **Expand faculty expertise** through shared instruction and advanced degree opportunities.
2. **Maximize resources** by sharing facilities and equipment.
3. **Increase clinical placements** while minimizing regional competition.
4. **Improve student pathways** into high-demand careers.
5. **Enhance healthcare quality** by strengthening the pipeline of well-trained professionals.

These changes will reduce north Idaho healthcare providers' reliance on costly traveling nurses and out-of-state training programs by increasing the number of Idaho-educated healthcare professionals. By expanding these professionals' opportunities for advanced graduate training, the changes will also improve the quality and scope of regional healthcare. Therefore, this partnership will help both NIC and UI to fulfill their missions and improve the quality of life for north Idaho residents.

Thank you in advance for considering this collaboration plan.

Sincerely,

Nick Swayne, Ph.D.
President, North Idaho College

C. Scott Green
President, University of Idaho

Cc: President Robert Wagner, ISU
Provost Adam Bradford, ISU
Vice President and Senior Vice Provost Rex Force, ISU
Associate Dean and Director Sue Anderson, School of Nursing, ISU
President Cynthia Pemberton, LCSC
Provost Fred Chilson, LCSC
Interim Dean Krista Harwick, School of Professional Studies/Nursing & Health Sciences, LCSC

Appendix #1: Potential LCSC-UI Collaboration

In developing our DE-MSN proposal, UI discussed potential collaboration with LCSC at several points. Despite mutual interest, collaboration was deemed not feasible, largely due to the success of LCSC's existing Bachelor of Science in Nursing (BSN), which demands all of LCSC's relevant resources. Potential collaborations were discussed for each of the following topics and ultimately judged impractical for the reasons explained below:

1. **Faculty:** Joint faculty appointments were considered to enable LCSC faculty to teach in UI's DE-MSN program, with salary enhancements. However, it was concluded that LCSC faculty responsibilities to LCSC's programs are too demanding for them to contribute to a UI program.
2. **Space Sharing:** Because LCSC has a well-designed simulation center needed to train nursing students, use of this center for UI nursing students was discussed. However, this center is so heavily utilized by LCSC students that it cannot be made available to UI students.
3. **Curriculum:** The possibility of sharing courses was explored. However, LCSC's planned DE-MSN curriculum makes significant use of its undergraduate courses and focuses its graduate-level courses on nursing leadership, an important area of specialization. In contrast, UI's planned curriculum includes a higher proportion of graduate level courses and focuses on evidence-based practice and research, for

instance, on rural healthcare, quality improvement, and effective implementation of new approaches, another important area of specialization. Graduates of LCSC's program will be prepared to move quickly and successfully into nursing leadership roles. Graduates of UI's program will be prepared to promote continuous improvement of care in a wide range of healthcare settings. These complementary approaches will serve north Idaho residents well because both are much needed.

Due to the factors listed above, collaboration between LCSC and UI on the DE-MSN degree was not feasible. However, as explained above, NIC and UI have developed plans for a productive collaboration on this degree program. This collaboration builds on the strong existing partnership between NIC and UI across multiple projects and degree programs.

Appendix #2: Background on the U of I's Direct-Entry MSN Appropriation

Given concerns expressed regarding the process by which UI garnered a legislative appropriation, key points in this process are listed below:

1. On September 1, 2023, the university submitted a request to fund a nursing program in north Idaho for inclusion in the Governor's FY25 budget, consistent with Idaho State Board of Education policy.
2. Both Caroline Nilsson Troy, UI's special assistant to the president, and Sunny Wallace, the president's chief of staff, discussed this request with the SBOE's then-Executive Director. At no time was the university discouraged from pursuing this opportunity to meet the critical need to graduate more nurses in Idaho.
3. Notably, in a deviation from typical practice and due extenuating factors, the State Board office did not require institutions to present FY25 budget proposals at a board meeting prior to the 2024 legislative session. As a result, no higher education budget requests were formally reviewed by the Board that year. This approach was a departure from SBOE's typical budget planning and approval processes.
4. The Governor accepted the University of Idaho's budget request through the standard process, which includes a three-month window for vetting between the September 1 submission deadline and the release of the publicly available Executive Budget.
5. The state legislature's Joint Finance and Appropriations Committee (JFAC) funded the request in early 2024 with language stating that the funds allocated must not be used to start an undergraduate nursing program.

MEMORANDUM OF UNDERSTANDING

between

UNIVERSITY OF IDAHO
875 Perimeter Dr, Moscow, ID 83844

and

IDAHO STATE UNIVERSITY
921 S. 8th Ave., Pocatello, ID 83209

Related to

Direct Entry Master of Science in Nursing Program

The purpose of this Memorandum of Understanding (MOU) is to articulate Idaho State University's awareness of the intention of University of Idaho to develop a Direct Entry Master of Science in Nursing Program. Pursuant to Idaho State Board of Education Policy III.Z, subsection 2.b.v, 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." Idaho State University currently holds statewide responsibility for the Master of Science in Nursing degree, therefore, in accordance with the above referenced policy, we, the undersigned, agree to the below:

Be it hereby understood by both parties entering into this MOU that:

- University of Idaho intends to inaugurate a Direct Entry Master of Science in Nursing program and Idaho State University lodges no objections to their intent.
- University of Idaho has the facilities, faculty, financial resources and expertise to deliver the curriculum associated with this program.
- Idaho State University is willing to offer collaborative counsel on the design or execution of any aspect of the proposed program should University of Idaho require it.
- University of Idaho agrees to make a good faith effort towards collaborative engagement with Lewis-Clark State College related to the design and execution of its program in order to mitigate wasteful duplication of programming and resources in the region.

Signatures of participating institutions:

Idaho State University

Dr. Adam Bradford, Interim Provost and Vice President of Academic Affairs

7/11/2024
Date

University of Idaho

Dr. Torrey Lawrence, Provost and Vice President for Academic Affairs

7/16/2024
Date

University of Idaho/Lewis Clark State College Collaboration Plans
Master of Science in Nursing (MSN)

1. Simulation Training for Nursing Students: Utilize the LCSC simulation center for training UI nursing students, enhancing their practical skills and readiness for clinical environments.

2. Anatomy Training: Conduct anatomy training sessions at UI's state-of-the-art anatomy facility for LCSC nursing students and faculty, leveraging UI resources to benefit both institutions.

3. Sharing of Faculty Expertise: Facilitate the sharing of faculty expertise across both institutions. This could include guest lectures, joint research projects, and collaborative teaching efforts.

4. Inter-Professional Education: Develop inter-professional education (IPE) programs that bring together students from various health-related disciplines to learn from and with each other, fostering a collaborative approach to healthcare. The UI would utilize its north Idaho Area health education office to provide IPE experiences.

5. Clinical Site Development in North Idaho: Partner in developing and expanding clinical sites in North Idaho, providing more opportunities for both LCSC and UI students to gain hands-on experience in diverse healthcare settings.

6. Faculty Sharing with Salary Enhancements: Explore opportunities for faculty sharing, with the potential for salary enhancements when LCSC faculty teach in UI's direct-entry MSN program. This could provide financial incentives and professional growth for faculty members.

7. Faculty Development and Continuing Education: Collaborate on faculty development initiatives and offer free continuing education through UI Extension for Community Health Outcomes (ECHO) program offerings. This would support the professional growth of nursing faculty and ensure they remain at the forefront of their field.

8. Interested LCSC nursing students could dual enroll in UI's Master of Science in Gerontology.

From: Gorzelsky, Gwen (gwen@uidaho.edu)
To: Fredrick M. Chilson; Lawrence, Torrey (tlawrence@uidaho.edu); Adam Bradford
Cc: prov-response@uidaho.edu
Subject: Re: Response to Idea about PA/MSN
Date: Friday, July 19, 2024 12:48:38 PM
Attachments: image003.png
University of Idaho.Lewis Clark State College Collaboration Plans.docx

Hi Fred,

Great, your solution works from our perspective. Leadership here has agreed that UI will not oppose LC's upcoming MSN proposal and that we'll collaborate to offer the MSN as discussed. We've sent SBOE the attached statement of collaboration, which lists the items in your message below in a Word document. (The only changes were to replace pronouns, usually "our," by listing the institution to clarify who's doing what.) Patty S. confirmed that the document will be included in the materials for the August board meeting.

Apologies for my delayed reply. Because Scott and Torrey are both traveling, it took some time to ensure that everyone is on the same page.

Of course, please let me know if you have any questions or concerns. Glad to chat if helpful.

Thank you very much for working out a solution that's a fit for all concerned. Enjoy the weekend!

Best,
Gwen

From: Fredrick M. Chilson <fmchilson@lcsc.edu>
Sent: Wednesday, July 17, 2024 12:46 PM
To: Gorzelsky, Gwen (gwen@uidaho.edu) <gwen@uidaho.edu>; Lawrence, Torrey (tlawrence@uidaho.edu) <tlawrence@uidaho.edu>; Adam Bradford <adambradford@isu.edu>
Cc: prov-response@uidaho.edu <prov-response@uidaho.edu>
Subject: Re: Response to Idea about PA/MSN

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Good afternoon Gwen,
Thank you for reaching out!
I did have an opportunity to meet with our team and believe we have come up with a solution that incorporates your proposal and will help support the continual nursing shortage within the region and state.

We would like to propose that both UofI and LC State create parallel programs for the MSN Direct entry degree (our proposal has been on our 3 year plan) and will move to the SBOE early fall. We would like to collaborate utilizing UofI's proposal (below), which we believe would help eliminate duplication of state expenses, while expanding opportunity for nursing education. The collaboration piece would include:

1. Simulation Training for Nursing Students:
- Utilize the LCSC simulation center for training our UI nursing students, enhancing their practical skills and readiness for clinical environments.

2. Anatomy Training:
- Conduct anatomy training sessions at UI's state-of-the-art anatomy facility for LCSC nursing students and faculty, leveraging our resources to benefit both institutions.

3. Sharing of Faculty Expertise:
- Facilitate the sharing of faculty expertise across both institutions. This could include guest lectures, joint research projects, and collaborative teaching efforts.

4. Inter-Professional Education:
- Develop inter-professional education (IPE) programs that bring together students from various health-related disciplines to learn from and with each other, fostering a collaborative approach to healthcare. The UI would utilize our north Idaho Area health education office to provide IPE experiences.

5. Clinical Site Development in North Idaho:
- Partner in developing and expanding clinical sites in North Idaho, providing more opportunities for our students to gain hands-on experience in diverse healthcare settings.

6. Faculty Sharing with Salary Enhancements:
- Explore opportunities for faculty sharing, with the potential for salary enhancements when LCSC faculty teach in UI's direct-entry MSN program. This could provide financial incentives and professional growth for our faculty members.

7. Faculty Development and Continuing Education:
- Collaborate on faculty development initiatives and offer free continuing education through our ECHO program offerings. This would support the professional growth of nursing faculty and ensure they remain at the forefront of their field.

8. Interested LCSC nursing students could dual enroll in UI's Gerontology MS or certificate.

Please let me know if you have any questions!

Best Wishes,

Fred

Fredrick M. Chilson, Ph.D.
Provost/Vice President for Academic Affairs
Administration Building 209
Lewis-Clark State College
500 8th Avenue / Lewiston, ID 83501
208-792-2213 / fmchilson@lcsc.edu

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From: Gorzelsky, Gwen (gwen@uidaho.edu) <gwen@uidaho.edu>
Date: Wednesday, July 17, 2024 at 10:03 AM
To: Fredrick M. Chilson <fmchilson@lcsc.edu>, Lawrence, Torrey (tlawrence@uidaho.edu) <tlawrence@uidaho.edu>, Adam Bradford <adambradford@isu.edu>
Cc: prov-response@uidaho.edu <prov-response@uidaho.edu>
Subject: Re: Response to Idea about PA/MSN

Hi Fred,

I know you all are reviewing, so I'm writing just to keep today's due date on the radar.

Glad to chat if that would be helpful.

Thanks,
Gwen

From: Gorzelsky, Gwen (gwen@uidaho.edu) <gwen@uidaho.edu>
Sent: Monday, July 15, 2024 7:22 AM
To: Fredrick M. Chilson <fmchilson@lcsc.edu>; Lawrence, Torrey (tlawrence@uidaho.edu) <tlawrence@uidaho.edu>; Adam Bradford <adambradford@isu.edu>
Cc: prov-response@uidaho.edu <prov-response@uidaho.edu>
Subject: Re: Response to Idea about PA/MSN

Thanks so much, Fred – really appreciate it!

Best,
Gwen

From: Fredrick M. Chilson <fmchilson@lcsc.edu>
Sent: Monday, July 15, 2024 7:21 AM
To: Gorzelsky, Gwen (gwen@uidaho.edu) <gwen@uidaho.edu>; Lawrence, Torrey (tlawrence@uidaho.edu) <tlawrence@uidaho.edu>; Adam Bradford <adambradford@isu.edu>
Cc: prov-response@uidaho.edu <prov-response@uidaho.edu>
Subject: Re: Response to Idea about PA/MSN

Thanks Gwen!
I will get with our team right away, and if in agreement we can expedite for you. Thank you for work on this!
Best,
Fc

Fredrick M. Chilson, Ph.D.
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From: Gorzelsky, Gwen (gwen@uidaho.edu) <gwen@uidaho.edu>
Date: Monday, July 15, 2024 at 7:05 AM
To: Fredrick M. Chilson <fmchilson@lcsc.edu>, Lawrence, Torrey (tlawrence@uidaho.edu) <tlawrence@uidaho.edu>, Adam Bradford <adambradford@isu.edu>
Cc: prov-response@uidaho.edu <prov-response@uidaho.edu>
Subject: Re: Response to Idea about PA/MSN

Hi Fred,

Below this message are ideas from Jeff S. and his team for possible collaboration between LCSC and UI on MSN. Jeff suggested that it may be helpful for Krista H. to meet with Sue Anderson, who will lead UI's nursing efforts, to discuss. Please let me know what you think. I'll be glad to put them in touch if that seems like the right next step.

Because the agenda materials due date for the August board meeting is this Wednesday, I imagine it may be difficult for Krista and Sue to talk before then. Once you and Krista have a chance to review the list below this message, could you let me know if you'd be comfortable with my submitting it as an addendum to our MSN proposal if I use both a watermark and title to indicate that it's a draft?

Of course, please let me know if you have any questions or concerns. Very glad to chat if that would be helpful.

Thanks,
Gwen

> Subject: Proposal for Collaborative Initiatives Between the University of Idaho and Lewis-Clark State College
>
> I am writing to propose several areas of collaboration between the University of Idaho (UI) and Lewis-Clark State College (LCSC) that can enhance our educational offerings and strengthen our institutions.
>
> We believe that by working together, we can provide enriched learning experiences for our students and professional development opportunities for our faculty. Here are some specific areas where we can collaborate:
>
> 1. Simulation Training for Nursing Students:
> - Utilize the LCSC simulation center for training our UI nursing students, enhancing their practical skills and readiness for clinical environments.
>
> 2. Anatomy Training:
> - Conduct anatomy training sessions at UI's state-of-the-art anatomy facility for LCSC nursing students and faculty, leveraging our resources to benefit both institutions.
>
> 3. Sharing of Faculty Expertise:
> - Facilitate the sharing of faculty expertise across both institutions. This could include guest lectures, joint research projects, and collaborative teaching efforts.
>
> 4. Inter-Professional Education:

- Develop inter-professional education (IPE) programs that bring together students from various health-related disciplines to learn from and with each other, fostering a collaborative approach to healthcare. The UI would utilize our north Idaho Area health education office to provide IPE experiences.

5. Clinical Site Development in North Idaho:
- Partner in developing and expanding clinical sites in North Idaho, providing more opportunities for our students to gain hands-on experience in diverse healthcare settings.

6. Faculty Sharing with Salary Enhancements:
- Explore opportunities for faculty sharing, with the potential for salary enhancements when LCSC faculty teach in UI's direct-entry MSN program. This could provide financial incentives and professional growth for our faculty members.

7. Faculty Development and Continuing Education:
- Collaborate on faculty development initiatives and offer free continuing education through our ECHO program offerings. This would support the professional growth of nursing faculty and ensure they remain at the forefront of their field.

8. Interested LCSC nursing students could dual enroll in UI's Gerontology MS or certificate.

We are excited about the potential these collaborations hold and are eager to discuss these ideas further. Please let us know a convenient time to arrange a meeting where we can explore these opportunities in more detail.

Thank you for considering these proposals. We look forward to the possibility of working together to achieve our shared goals of excellence in education and healthcare.

From: Gorzelsky, Gwen (gwen@uidaho.edu) <gwen@uidaho.edu>
Sent: Friday, July 12, 2024 1:10 PM
To: Fredrick M. Chilson <fmchilson@lcsc.edu>; Lawrence, Torrey (tlawrence@uidaho.edu) <tlawrence@uidaho.edu>; Adam Bradford <adambradford@isu.edu>
Cc: prov-response@uidaho.edu <prov-response@uidaho.edu>
Subject: Re: Response to Idea about PA/MSN

Hi Fred,

Really appreciate the outreach. We're working on ideas for collaborating with LC on the direct-

entry MSN and will be in touch very soon.

Thanks for your message!

Best,
Gwen

From: Fredrick M. Chilson <fmchilson@lcsc.edu>
Sent: Tuesday, July 9, 2024 7:51 AM
To: Lawrence, Torrey (tlawrence@uidaho.edu) <tlawrence@uidaho.edu>; Adam Bradford <adambradford@isu.edu>
Cc: Gorzelsky, Gwen (gwen@uidaho.edu) <gwen@uidaho.edu>; prov-response@uidaho.edu <prov-response@uidaho.edu>
Subject: Re: Response to Idea about PA/MSN

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Good morning Torrey,
I hope you all had a great 4th!

I am reaching out to see if you and your team have come up with any collaborative opportunities for us to work together on the Direct Entry MSN? I know we are on a short time table for you and would like to get a plan in place if that is how you would like to move forward.
Best,
Fred

Fredrick M. Chilson, Ph.D.
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Lewis-Clark State College
500 8th Avenue / Lewiston, ID 83501
208-792-2213 / fmchilson@lcsc.edu

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From: Fredrick M. Chilson <fmchilson@lcsc.edu>
Date: Monday, June 24, 2024 at 11:52 AM
To: Lawrence, Torrey (tlawrence@uidaho.edu) <tlawrence@uidaho.edu>, Adam Bradford <adambradford@isu.edu>
Cc: Gorzelsky, Gwen (gwen@uidaho.edu) <gwen@uidaho.edu>, prov-response@uidaho.edu <prov-response@uidaho.edu>
Subject: Re: Response to Idea about PA/MSN

Good morning Torrey,
Thank you for your response last week.
Again, I wanted to make sure we are on the same page with my proposal, as I had not put it in writing previously (below).

I understand UofI is wanting to continue to move forward with their MSN direct-entry proposal, however I do want to ensure you are aware of the potential direct impact to LC State, should we not be able to come to some sort of collaboration that *equally* makes sense for both institutions, as well as the state taxpayers.

1. LC State would walk away from the PA program allowing UofI and ISU to collaborate exclusively if:
    1. UofI would pull their current program request for MSN direct-entry and allow LC State to continue to be the nursing education provider for the region(s) as it has been for over 60 years. LC State has the resources and infrastructure to expand rapidly.
    2. LC State would agree to not propose or request additional graduate healthcare programs after the approval of the direct-entry MSN already on our 3 year plan.
    3. UofI would/could work with ISU to provide additional advanced degree areas in nursing specialty areas.

Direct Impact to LC State should UofI offer a MSN direct-entry program:

- Up to 20% of LC State's pre-licensure BSN program students have previously earned a non-nursing baccalaureate degree. The proposed Direct-Entry MSN program by UofI specifically targets this population. If this program is approved, will have a negative impact to future enrollment numbers in LC State's pre-licensure nursing program, thus potentially impacting future funding for the institution.
- LC State currently holds the expertise (Doctorally qualified faculty), technology and infrastructure for nursing expansion at an almost unlimited capacity at both the **undergraduate** and **graduate** level, as well as long standing successful accreditation

compliance. Additionally, LC State has been approved to offer a MSN by the State Board of Education, as well as NWCCU.

- The UofI direct-entry MSN proposal would require duplicate educational funds paid by Idaho taxpayers (both upstart and long-term).
- Will cause additional competition for qualified nursing faculty, with the potential to significantly impact LC State's BSN/MSN program offerings.
- Will have a direct impact on clinical placement opportunities with healthcare partners in the region(s), of which LC State currently competes for time and space (this also includes several Washington nursing programs in the region).
- As you are aware, LC State has also developed a Direct-Entry MSN program (on our 3 year plan) to meet the needs of Regions 1 & Region 2. LC State is in a positive position to be able to offer programming much sooner, addressing the vast number of severe nursing shortages that UofI promotes.

Additionally, LC State is approved to offer graduate programs by the State Board of Education as well as NWCCU.

Please let me know if you have any questions,
Best,
Fred

Fredrick M. Chilson, Ph.D.
Provost/Vice President for Academic Affairs
Administration Building 209
Lewis-Clark State College
500 8th Avenue / Lewiston, ID 83501
208-792-2213 / fmchilson@lcsc.edu

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From: Lawrence, Torrey (tlawrence@uidaho.edu) <tlawrence@uidaho.edu>
Date: Wednesday, June 19, 2024 at 9:18 AM
To: Adam Bradford <adambradford@isu.edu>, Fredrick M. Chilson <fmchilson@lcsc.edu>

Cc: Gorzelsky, Gwen (gwen@uidaho.edu) <gwen@uidaho.edu>, prov-response@uidaho.edu <prov-response@uidaho.edu>
Subject: Response to Idea about PA/MSN

Adam and Fred,

Thank you for the discussion yesterday regarding both PA and MSN programming. Fred suggested an idea of UI walking away from MSN and LC walking away from PA, allowing both schools to focus on one program.

Our team met yesterday and again this morning. We really appreciate the creative idea, but we are not willing to walk away from our MSN proposal. Three areas of discussion for us are 1) UI holds the responsibility for graduate education in regions 1 and 2; and 2) we recently received state funding for this program; and 3) the nursing needs for the state are just too great. That being said, we do see opportunities to collaborate on nursing and want to have further discussion about those opportunities.

As for PA, the idea of a "summit" has come up to work out details and clarify the verbal agreements made between presidents Wagner and Green. We hope it can happen as soon as possible, probably via Zoom, so that we can keep moving forward for the August SBOE meeting.

Thanks again for your time yesterday. We look forward to further discussions about both programs.

Torrey

TORREY LAWRENCE, D.M.A.
Provost & Executive Vice President and Professor of Music
Administration Building 105 | tlawrence@uidaho.edu | 208-885-6448

University of Idaho

SUBJECT

Three-Year Program Plan

REFERENCE

August 2017	The Board approved the Five-Year Program Plan update to Board Policy III.Z.
February 2018	The Board approved amendments to Policy III.Z. that changed the planning period from five years to three years.
August 2018	The Board approved the first iteration of the Three-Year Program Plan.
August 2019	The Board approved the Three-Year Program Plan update.
June 2020	The Board approved a waiver of Board Policy III.Z.2.a.i., which required the Board review and approve the three-year plan at the August 2020 Board meeting.
August 2021	The Board approved the Three-Year Program Plan update.
August 2022	The Board approved the Three-Year Program Plan update.
August 2023	The Board approved the Three-Year Program Plan update.
August 2024	The Board approved the Three-Year Program Plan update

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.Z. Planning and Delivery of Postsecondary Programs and Courses
Idaho Code § 33-113

BACKGROUND/DISCUSSION

Idaho Code § 33-113 requires the Board, in the interest of efficiency, to define instructional scope at all publicly funded institutions and to limit wasteful duplication when possible and practical. Board Policy III.Z. establishes the process by which the Board limits or evaluates the need for program duplication and assigns program responsibilities for assessing the statewide educational and workforce needs.

Consistent with Board Policy III.Z.2.a.ii, institutions developed program plans aligned with their Statewide and Service Region Program responsibilities. These plans outline proposed programs to be offered over a three-year period starting with the 2026-2027 academic year and include an inventory of currently offered programs. A new template introduced this year requires more detailed information, including student demand, related occupations for graduates of the projected program, industry partner support, and anticipated resource needs (faculty,

facilities, and potential legislative funding). The template also now includes sections for institutions to identify certificates and degrees they plan to discontinue in the next few years and for reporting on recently approved programs, which will be presented to the Board under a separate agenda item.

Board staff reviews institution plans for alignment with policy requirements, program responsibilities, and identification of any duplication of programs across institutions. The updated Three-Year Program Plan represents proposed programs for Academic Years 2026-2027, 2027-2028, and 2028-2029.

The provosts reviewed their respective institution plans at the Council on Academic Affairs and Programs meeting held on May 29, 2025 and discussed statewide needs and opportunities for partnership or collaboration that are either in discussion or exploration stages.

IMPACT

The Three-Year Program Plan provides a comprehensive, system-wide picture of anticipated academic and career technical program development across institutions. The Plan serves as a foundation to guide the Board in coordinating the efficient delivery of educational programs throughout the state and provides the Board with a systemwide picture of programs that institutions plan to be developed and propose over the three-year period. Approval of the Plan will provide the institutions with the option to proceed with developing program proposals that will be submitted to the Board for approval and implementation as appropriate.

ATTACHMENTS

Attachment 1 – Three-Year Program Plan
Attachment 2 – Three-Year Program Plan PowerPoint

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Each institution submitted an institution plan representing program projections for Academic Years 2026-2027, 2027-2028, and 2028-2029. Some institutions have not yet identified programs for 2026-2027.

On June 18, 2025, Board staff coordinated a work group session and shared institution plans with the Instruction, Research and Student Affairs (IRSA) committee. This included an overview of individual institution plans, potential collaborations, areas of focus, and the outcomes of the evaluation process. This is a shift from the traditional work session held with the institutions and Idaho Division of Career Technical Education representatives. The purpose of this change was to allow IRSA additional time to review the plans outside of a regular meeting setting and to create more opportunities for in-depth discussion. This approach is intended to facilitate the development of questions and insights in advance of the August 7, 2025 meeting, during which the plans will be discussed in greater detail. The following are highlights of the three-year planning discussion.

Program Areas of Focus
Beginning in the 2026–2027 academic year, many institutions identified a growing need for additional health professions and health-related programs within their designated service regions. This includes some certificate programs projected to be offered outside of primary service areas. This represents the most significant area of focus for the 2026-27 academic year, with approximately 20 academic and career technical degrees or certificates anticipated in the healthcare field.

Other key areas of projected program development include approximately 16 academic and career technical degrees or certificates in the arts and sciences, 14 in engineering, and 11 in education. Additional programs are expected in business, computer information systems, homeland security and protective services, law, agriculture, natural resources, architecture, and interdisciplinary fields.

Applied Baccalaureate Degrees by Community Colleges
College of Eastern Idaho is exploring the potential for a new Healthcare Management, Bachelor of Applied Science degree for Region VI. This is a carryover from last year's planning cycle. College of Western Idaho is exploring a new Nursing, RN to BSN online program, also a carryover from last year and added a Cyber/AI/IT, Bachelor of Applied Science for Region III.

Potential Collaborations

Idaho State University
- Clinical Psychology, PsyD program with Boise State University
- Master of Science in Nursing with University of Idaho and Lewis-Clark State College (ongoing discussion)
- Collaborative pathways with College of Eastern Idaho and College of Southern Idaho in areas such as education, engineering, and healthcare.
- Physician Assistant Studies, MPAS with Lewis-Clark State College

College of Eastern Idaho
- Create articulation pathways between College of Eastern Idaho's proposed Agriculture programs and University of Idaho's Agriculture programs.
- Develop transfer pathways specifically for RN students, Health Sciences bachelor's program, computer science engineering, education, and offering more business programs.

College of Southern Idaho
- Develop pathways for agricultural education, Spanish for healthcare, nutrition and dietetics, and education pathways to certify teachers with Idaho State University.

Boise State University

- Forensic Science, BS (Idaho State University interested in future conversations)
- Interdisciplinary Public Health/Social Work, PhD (future conversations Idaho State University)
- Joint JD/Master of Business Administration programs with University of Idaho

College of Western Idaho

- Partnerships with geological and mining engineering, and agriculture offerings with University of Idaho (future conversations).

Lewis-Clark State College

- Partnerships with Idaho State University to include Physician Assistant Studies, MPAS; Nursing: education option, MSN; Doctor of Physical Therapy; and Master of Occupational Therapy.

University of Idaho

- Develop Agriculture pathways with the four community colleges.

North Idaho College

- At present, North Idaho College is focusing on creating 2+2 partnerships with sister institutions and is currently working on several areas with University of Idaho.

Planned Discontinuation

All eight institutions have identified plans to discontinue certificates and/or degrees between summer 2025 and fall 2026. This includes two doctoral degrees, two master's degrees, nine baccalaureate degrees, six associate degrees, eleven associate of applied science degrees, five undergraduate/graduate certificates, twenty-one career technical certificates, two minors, four program emphases, and one endorsement.

The Instruction, Research, and Student Affairs committee reviewed the three-year plan on August 7, 2025.

BOARD ACTION

I move to approve the Three-Year Program Plan as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

State of Idaho
Board of Education

Three-Year Program Plan
Delivery of Postsecondary Programs and Courses

Prepared by
The Office of the State Board of Education

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Three-Year Plan - Proposed Programs

University of Idaho

Idaho State University

Boise State University

Lewis-Clark State College

College of Eastern Idaho

College of Southern Idaho

College of Western Idaho

North Idaho College

Instructional Program Inventory

Three-Year Plan
Planning and Delivery of Postsecondary Programs

The State Board of Education established in alignment with Board Policy III.Z., a comprehensive process for the planning and delivery of postsecondary education. Consistent with this policy, institutions create an institution plan that describes all current programs and proposed programs to be offered in alignment with each institution's Statewide and Service Region Program Responsibilities. The process requires that institutions provide a level of programmatic information for each current program being offered and for each proposed program as part of the three-year plan development. The Plan also includes a section for planned program discontinuation, changes in method of delivery, and review of recently approved programs.

Statewide Program Responsibility
In accordance with Board Policy III.Z.2.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.

Service Region Program Responsibility
In accordance with Board Policy III.Z.2.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 .Service Region Program Responsibilities are assigned to the Designated Institution in each service region but may be offered and delivered by Non-designated Institutions in accordance with the procedures outlined in this policy.

The Three-Year Plan consists of proposed programs institutions have identified they will pursue over a three-year period. As proposed programs are developed, institutions must follow the program review process and procedures provided in Board Policy III.G, Instructional Program Review and Approval to acquire appropriate approvals prior to implementation of programs.

The Plan also consists of a complete program inventory of programs currently being offered by Idaho's public postsecondary institutions. Programs are listed by CIP code and then alphabetically by institution. The list includes programs, options, and degrees offered through various departments and colleges.

Consistent with Board Policy III.Z., the Plan is updated on an annual basis. It is intended that the Three-Year Plan will provide guidance to the State Board of Education in its planning and coordination of educational programs.

Delivery of Programs

Consistent with Board Policy III.Z "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." The statewide program list is evaluated by the Board every two years.

Boise State University

Boise State University must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Public Policy and Administration**	M.S., Ph.D.
Community & Regional Planning*	*M.C.R.P., Ph.D.
Social Work (Region V-VI —shared with ISU)	M.S.W.
Social Work	Ph.D.

*Updated and approved by the Board December 2013
**Updated and approved by the Board December 2016

Idaho State University

Idaho State University must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Audiology	*Au.D., Ph.D.
Physical Therapy	*D.P.T., Ph.D.
Occupational Therapy	M.O.T.
Pharmaceutical Science	M.S., Ph.D.
Pharmacy Practice	Pharm.D.
Nursing (Region III shared w/ BSU)	M.S., *D.N.P.
Nursing	Ph.D.
Physician Assistant	M.P.A.S.
Speech Pathology	M.S.
Deaf Education	M.S.
Sign Language Interpreting**	B.S.
Health Education	M.H.E.
Public Health	M.P.H.
Health Physics*	B.S., M.S., Ph.D.*
Dental Hygiene	B.S., M.S.
Medical Lab Science*	B.S., M.S.
Clinical Psychology*	Ph.D.

*Updated and approved by the Board December 2013
**Updated and approved by the Board December 2016

University of Idaho
University of Idaho must assess the need for and, when determined necessary by the assessment, ensure the statewide delivery of all educational programs in the following degree program areas:

Program Name	Degrees
Law	J.D.
Architecture*	B.S. Arch., M. Arch.
Integrated Architecture & Design*	M.S.
Environmental Design**	B.S.E.D.
Landscape Architecture**	M.L.A.
Interior Design	B.I.D., M.S.
Animal & Veterinary Science*	B.S.A.V.S.
Animal Science	M.S.
Veterinary Science	D.V.M.
Plant Science	M.S., Ph.D.
Agricultural Economics	B.S.Ag.Econ
Applied Economics (Agricultural)*	M.S.
Food Science	B.S.F.S., M.S., Ph.D.
Forestry*	B.S.Forestry
Renewable Materials	B.S.Renew.Mat..
Wildlife Sciences ***	B.S.Wildl.Sci.
Fisheries Sciences ***	B.S.Fish.Sci.
Natural Resource Conservation	B.S.Nat.Resc.Consv.
Rangeland Ecology & Management	B.S.Rangeland.Ecol.Mgmt.
Fire Ecology & Management	B.S.Fire.Ecol.Mgt.
Natural Resource concentrations in: • Forestry** • Renewable Materials* • Wildlife Resources* • Fishery Resources* • Natural Resource Conservation* • Rangeland Ecology & Management* • Fire Ecology & Management*	M.S., M.N.R., Ph.D.*

*Updated and approved by the Board December 2013
**Updated and approved by the Board December 2016
***Updated and approved by the Board April 2022
***Corrected 8/31/22-only the BS Landscape Architecture changed

Three-Year Institution Plans

In accordance with Board Policy III.Z, Board staff is responsible for developing and maintaining a rolling three-year plan based on institutional plans submitted by the state's eight public postsecondary institutions. This plan includes all current and proposed academic and career technical programs and is submitted annually to the Board for review and approval. However, approval of the three-year plan does not equate to approval of the individual programs or program modifications. Institutions must follow the standard program review and approval process outlined in Board Policy III.G.

Three-Year Institutional Program Plans are accessible here:

University of Idaho - Three-Year Institutional Plan

Idaho State University - Three-Year Institutional Plan

Boise State University - Three-Year Institutional Plan

Lewis-Clark State College - Three-Year Institutional Plan

College of Eastern Idaho - Three-Year Institutional Plan

College of Southern Idaho - Three-Year Institutional Plan

College of Western Idaho - Three-Year Institutional Plan

North Idaho College - Three-Year Institutional Plan

Instructional Program Inventory

In accordance with policy III.Z requirements, institutions provide an inventory of their existing programs offered by location, region, and method of delivery. The inventory is maintained by the Office of the State Board of Education.

Board staff, in collaboration with CTE staff, is finalizing a comprehensive review of the program inventory to ensure accuracy. Staff anticipates that the program inventory review will be complete within the next few months and will provide Board members with a link to the inventory at that time.

Three-Year Planning

Statutory Responsibility

Section 33-113, Idaho Code requires the Board, in the interest of efficiency, **to define the limits of instruction at all publicly funded institutions, and to limit unnecessary duplication to the extent practicable.**

Idaho State Board of Education

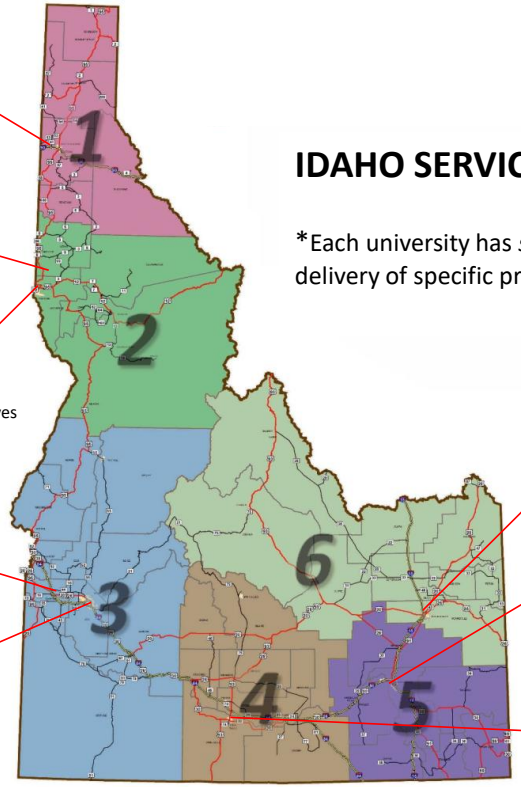
Board Policy III.Z

- Board Policy III.Z. Planning and Delivery of Postsecondary Programs
- Institution Plans
- Educational and Workforce needs
- Regional and Statewide Program Responsibilities

Idaho State Board of Education

IDAHO SERVICE REGION DELIVERY MAP

*Each university has *statewide program* responsibility for the delivery of specific programs.



North Idaho College
Serves undergraduate and applied baccalaureate needs for Region 1. Serves CTE program needs for Region 1.

University of Idaho
Serves undergraduate and graduate education needs for Regions 1 and 2.

Lewis-Clark State College
Serves undergraduate, graduate, and applied baccalaureate needs for Regions 1 and 2. Serves CTE program needs for Region 2.

College of Western Idaho
Serves undergraduate and applied baccalaureate needs for Region 3. Serves CTE program needs for Region 3.

Boise State University
Serves undergraduate, graduate, and applied baccalaureate education needs for Region 3.

College of Eastern Idaho
Serves undergraduate and applied baccalaureate needs for Region 6. Serves CTE program needs in Region 6.

Idaho State University
Serves undergraduate, graduate, and applied baccalaureate needs in Regions 5 and 6. Also provides applied baccalaureate needs for Region 4 and undergraduate/graduate education programs in Region 4 with the exception of Business programs. Serves CTE program needs for Region 5.

College of Southern Idaho
Serves undergraduate and applied baccalaureate needs for Region 4. Serves CTE program needs for Region 4.

Statewide Program Responsibilities

University of Idaho

Program Name	Degrees
Law	J.D.
Architecture*	B.S. Arch., M. Arch.
Integrated Architecture & Design*	M.S.
Environmental Design**	B.S.E.D.
Landscape Architecture**	M.L.A.
Interior Design	B.I.D., M.S.
Animal & Veterinary Science*	B.S.A.V.S.
Animal Science	M.S.
Veterinary Science	D.V.M.
Plant Science	M.S., Ph.D.
Agricultural Economics	B.S.Ag.Econ
Applied Economics (Agricultural)*	M.S.
Food Science	B.S.F.S., M.S., Ph.D.
Forestry *	B.S.Forestry
Renewable Materials	B.S.Renew.Mat..
Wildlife Sciences ***	B.S.Wildl.Sci.
Fisheries Sciences ***	B.S.Fish.Sci.
Natural Resource Conservation	B.S.Nat.Resc.Consv.
Rangeland Ecology & Management	B.S.Rangeland.Ecol.Mgmt.
Fire Ecology & Management	B.S.Fire.Ecol.Mgt.
Natural Resource concentrations in: • Forestry** • Renewable Materials* • Wildlife Resources* • Fishery Resources* • Natural Resource Conservation* • Rangeland Ecology & Management* • Fire Ecology & Management*	M.S., M.N.R., Ph.D.*

* Updated and approved by the Board December 2013
**Updated and approved by the Board December 2016
***Updated and approved by the Board April 2022
**Corrected 8/31/22-only the BS Landscape Architecture changed

Idaho State University

Program Name	Degrees
Audiology	*Au.D., Ph.D.
Physical Therapy	*D.P.T., Ph.D.
Occupational Therapy	M.O.T.
Pharmaceutical Science	M.S., Ph.D.
Pharmacy Practice	Pharm.D.
Nursing (Region III shared w/ BSU)	M.S., *D.N.P.
Nursing	Ph.D.
Physician Assistant	M.P.A.S.
Speech Pathology	M.S.
Deaf Education	M.S.
Sign Language Interpreting**	B.S.
Health Education	M.H.E.
Public Health	M.P.H.
Health Physics*	B.S., M.S., Ph.D.*
Dental Hygiene	B.S., M.S.
Medical Lab Science*	B.S., M.S.
Clinical Psychology	Ph.D.

* Updated and approved by the Board December 2013
**Updated and approved by the Board December 2016

Boise State University

Program Name	Degrees
Public Policy and Administration**	M.S., Ph.D.
Community & Regional Planning*	*M.C.R.P., Ph.D.
Social Work (Region V-VI —shared with ISU)	M.S.W.
Social Work	Ph.D.

* Updated and approved by the Board December 2013
**Updated and approved by the Board December 2016

Year One

Academic and Career Technical Degrees or Certificates Projections

- Health Sciences (20)
- Arts and Sciences (16)
- Engineering (14)
- Education (11)
- Multi-interdisciplinary (8)
- Computer information Systems (6)
- Business (5)
- Homeland Security and Protective Services (4)
- Agriculture (4)
- Architecture (2)
- Communication (2)
- Career Technical (1)
- Law (4)
- Natural Resources (1)
- Arts and Sciences (16)

Idaho State Board of Education

Three-Year Plan Overview Year One

Health Sciences

BSU	Sport Management and Leadership	BS	Region 3
BSU	Interdisciplinary Health	PhD	Region 3
ISU	Addiction Studies	MA	Online
ISU	Dental Hygiene (expansion to Meridian campus)	BS	Region 3
ISU	Registered Nursing	AAS	Online
ISU	Respiratory Therapy	AAS	Region 5
ISU	Advanced Respiratory Care: Adult Focus	Specialized Certificate	Online
ISU	Advanced Respiratory Care: Pediatric Focus	Specialized Certificate	Online
ISU	Family Nurse Practitioner	Graduate Certificate	Regions 3 and 5
ISU	Grief and Loss	Certificate	Region 3
ISU	Magnetic Resonance Imagining	Certificate	Regions 5 and 6
ISU	Mammography	Certificate	Regions 5 and 6
LCSC	Nursing, Direct-Entry	MSN	Region 2
LCSC	Radiographic Science	AAS	Region 2
LCSC	Medical Diagnostic Imaging: Ultrasound	BA/BS	Region 2
LCSC	Nursing: Nursing Education (partnership w/ISU)	MS	Regions 1 and 2
NIC	Limited Scope Radiography Technician	BTC	Region 1
NIC	Radiography Technology, Mammography	BTC	Region 1
NIC	Medical Assistant to Practical Nurse	ITC	Region 1
ISU	Injectables	Undergraduate Certificate	Region 5

Three-Year Plan Overview Year One

Arts and Sciences

BSU	Technical Communication	Graduate Certificate	Online
CEI	STEM	Undergraduate Certificate	Region 6
CEI	English and Literature	Undergraduate Certificate	Region 6
CSI	Spanish for Health Professions	AA	Region 4
CSI	Spanish for Heritage Speakers	Certificate Microcredential	Region 4
ISU	Athlete Counseling	Certificate	Regions 3 and 5
ISU	Clinical Psychopharmacology	Graduate Certificate	Online
ISU	Interactive Media Design	AAS	Region 5
ISU	Interactive Media Design	BTC, ITC	Region 5
NIC	Professional Writing	Certificate	Region 1
UI	American Indian Studies	PhD	Region 2
UI	Bioinformatics and Computational Biology	MS	Online
UI	Climate Change and Solutions	MS	Online
UI	Data Science	BS	Region 2
UI	Creative Placemaking	Professional?	Region 2
BSU	Program Assessment	Graduate Certificate	Region 3

Idaho State Board of Education

Three-Year Plan Overview Year One

Engineering

BSU	Environmental Engineering	MS	Region 3
CEI	Associate of Engineering	AE	Region 6
ISU	Automation Engineering Technology	AAS	Region 5
ISU	Industrial Cybersecurity	Graduate Certificate	Region 5
ISU	Nuclear Materials Engineering	Graduate Certificate	Regions 5 and 6
ISU	Robotics Engineering	Certificate	Regions 5 and 6
ISU	Building Automation	Specialized Certificate	Online
ISU	Industrial Controls	Specialized Certificate	Region 5
UI	Energy Literacy	Undergraduate Certificate	Region 2
UI	Industrial and Systems Engineering	BS, MS	Region 1 and 2
UI	Industrial and Systems Engineering	M.Engr	Region 1 and 2
UI	Geological and Mining Engineering	BS	Region 1 and 2
UI	Sustainable Agriculture for Engineers	Undergraduate Certificate	Region 2
UI	Robotics, Automation, and Controls	Undergraduate/Graduate Certificate	Region 1 and 2

Idaho State Board of Education

Three-Year Plan Overview Year One

Education

BSU	Teach Next Year (2+1)	BA	Online
BSU	Fundraising and Philanthropy	MA	Online
BSU	CTE Teacher Certification	Undergraduate Certificate	Region 3
BSU	Dyslexia	Undergraduate Certificate	Region 3
ISU	Literacy	M.Ed.	Online
ISU	Early Literacy	Post-Bacc Cert	Online
ISU	Teacher to New Endorsement- All Subjects K-8	Post-Bacc Cert	Online
UI	School Counseling	MA	Online
UI	Teacher -to-New Endorsement	Undergraduate Certificate	Region 2
UI	School Psychology	Ed.S.	Online
BSU	Outdoor Leadership in Education	BA	Region 3

Multi-Interdisciplinary

BSU	Sustainability	BA and Master's	Region 3
BSU	Digital Innovation and Design	BAS	Region 3
BSU	Innovation and Design	Graduate Certificate	Region 3
CSI	Sustainability	Certificate Microcredential	Region 4
ISU	Accounting Analytics	Graduate emphasis	Region 5
ISU	Accounting Analytics	Undergraduate Certificate	Region 5
ISU	Data Science	Undergraduate Certificate	Region 5 and 6
BSU	Digital Detox	Undergraduate Certificate	Online

Three-Year Plan Overview Year One

Business

BSU	Project Management	Master's	Online
CWI	Business Basics	Certificate	Online
NIC	Mobile Food Truck Management	ITC	Region 1
UI	Quantitative Business Management	Graduate Certificate	Online
UI	Hospitality	Undergraduate Certificate	Region 2

Computer Information Systems

BSU	Software Development	BA	Region 3
CWI	Game Development and Esports Management	AAS	Region 3
ISU	Artificial Intelligence Sciences	BS	Region 5 and 6
ISU	Applied Artificial Intelligence	Specialized Certificate	Online
UI	Cybersecurity (expansion to Idaho Falls)	PhD	Region 5
UI	AI for Everyone	Certificate	Regions 1 and 2

Homeland Security and Protective Services

BSU	Emergency Management	BAS	Online
ISU	Cybersecurity	PhD	Online
ISU	Cybersecurity Strategy and Leadership	MS	Region 5
ISU	Cybersecurity Strategy and Leadership	Graduate Certificate	Online

Board of Education

Three-Year Plan Overview Year One

Other key areas

UI	Soil and Natural Conservation	Undergraduate Certificate	Region 2	Agricultural
UI	Food Service Management	Undergraduate Certificate	Region 2	Agricultural
UI	Plant Pathology	PhD	Region 2	Agricultural
UI	Reproductive Physiology	Undergraduate Certificate	Region 2	Agricultural
UI	Planning	Undergraduate/Graduate Certificate	Region 2	Architecture
UI	Construction Management and the Built Environment	BS	Region 2	Architecture
LCSC	Auto Mechanics Technology	AAS, BTC, ITC, ATC	Region 2	Career Technical
CSI	Intercultural	Certificate Microcredential	Region 4	Communication
CSI	Interpersonal	Certificate Microcredential	Region 4	Communication
UI	Law	BA/BS	Region 2	Law
UI	Business Law	Graduate Certificate	Region 2 and 3	Law
UI	Native American Law	Graduate Certificate	Region 2 and 3	Law
UI	Intellectual Property Law	Graduate Certificate	Region 2 and 3	Law
UI	Sustainable Forest Products	Undergraduate Certificate	Region 1 and 2	Natural Resources

Idaho State Board of Education

Other Three-Year Plan Highlights

(AY 2027-2028)

- ISU, Accelerated BA Elementary Education or BA Secondary Education to MS Deaf Education (Teaching Endorsement) BA/MS (planning)
- ISU, Applied Behavioral Analysis, MS (planning)
- ISU, Artificial Intelligence Sciences, MS (planning)
- ISU, Culinary Arts, AAS (planning)
- ISU, 3+4 BS-DO degree with ICOM, BS (planning)
- ISU, Artificial Intelligence Applications, Certificate (planning/exploring)
- BSU, Sociology, Master's (planning)
- BSU, Sports Studies, UG (planning)
- LCSC, Physician Assistant Studies, MPAS (Partnership w/ISU) (planning)
- LCSC, Education Content Specialist-Secondary/K-12, BA/BS (planning)
- UI, Creative Writing, BFA (planning)
- UI, Artificial Intelligence and Machine Learning, BS, MS, PhD (planning)
- UI, Apparel, Textiles, & Design, MS (planning)
- UI, Doctor of Health Science, DHSc (planning)
- UI, Clinical Research, MS (planning)
- UI, Health Administration, MHA (planning)
- UI, Healthcare Administration, BSHA (planning)
- UI, Healthcare Leadership, Certificate (planning)
- UI, Gerontology, Certificate (planning)
- UI, Medical Sciences, Certificate (planning)

Idaho State Board of Education

Other Three-Year Plan Highlights

(AY 2028-2029)

- ISU, Midwifery DNP and MS (planning) (online, Regions III and V)
- ISU, Occupational Therapy, MOT with University of Alaska (planning/exploring)
- ISU, Physician Assistant Studies, MPAS expansion w/LCSC (planning)
- BSU, Organization and Learning Sciences, PhD (planning)
- BSU, Professional Sales, BBA (planning)
- LCSC, Surgical Technology, AAS (planning)

Idaho State Board of Education

Planned Discontinuation

Doctoral	2
Master's	3
Baccalaureate	9
Associate's (academic)	6
Associate of Applied Science	11
Undergraduate/Graduate Certificates	5
CTE Certificates	21
Minors	2
Program emphases	4
Endorsement	1

Certificates and degrees scheduled for discontinuation in summer 2025, fall 2025, summer 2026, and fall 2026 respectively.

Idaho State Board of Education

List of Discontinuations by Institution

- ISU-Art, MFA - June 2025
- ISU-Cloud Computing, BTC – Fall 2025
- ISU-Dance minor - Spring 2025
- ISU-Deaf Education, Minor – Fall 2025
- ISU-Deaf / Hard-of-Hearing Teaching Endorsement – Fall 2025
- ISU-General Business, BS online completion – Fall 2026
- ISU-Health Care Administration (HCA) emphasis – Fall 2026
- ISU-Health Informatics, MS – Fall 2025
- ISU-Industrial Controls, AAS – Fall 2026
- ISU-Pharmaceutical Sciences (PPRA) PhD, MS – Spring 2025
- ISU-Pharmacy (3rd and 4th years) PharmD – Spring 2025
- ISU-Pharmacy Technology Certificate – Spring 2025
- ISU-Pharmacy Technology, ATC – Fall 2026
- ISU-Registered Nursing, AS – Fall 2026
- ISU-Respiratory Therapy, AS – Fall 2026
- ISU-Unmanned Aerial Systems, AAS, BAS, ITC, BTC – Fall 2025
- CEI-Light-Duty Diesel, AAS and ITC – Summer 2026
- CSI-Anthropology, AA - summer 2025
- CSI-Communication, AA - summer 2025
- CSI-American Sign Language, AA - summer 2025
- CSI-Water Resource Management, ITC - summer 2025
- CSI-Renewable Energy, AAS - spring 2025
- BSU-Leadership and Human Relations, UG - Fall 2026
- CWI-Business Analytics, Academic Certificate - Summer 2025
- LCSC-Auto Mechanics Technology-B, ITC – Summer 2026
- LCSC-Legal Practice Assistant, AAS – Summer 2026
- LCSC-Bookkeeping/Accounting, ITC – Summer 2026
- LCSC-CNC Machining Technology, ATC – Summer 2026
- LCSC-Early Childhood Development, ITC/ATC – Summer 2026
- LCSC-Engineering Technology-GIS, AAS – Summer 2026
- LCSC-Food/Beverage Management, ITC – Summer 2026
- LCSC-Hospitality Management, ATC – Summer 2026
- LCSC-Industrial Electronics Technology, AAS/ATC – Summer 2026
- LCSC-Web Design, ITC – Summer 2026
- LCSC-Computer Information Technology & Security, AAS – Summer 2026
- LCSC-Computer Information Technology & Security, ATC, BTC, ITC – Summer 2026
- LCSC-Fire Service Technology, ITC – Summer 2026
- LCSC-Collision Repair Technology, AAS, ATC, ITC – Summer 2026
- LCSC-Electrical Apprenticeship, AAS – Summer 2026
- LCSC-Plumbing Apprenticeship, AAS – Summer 2026
- LCSC-Entrepreneurship Certificate – Summer 2026
- LCSC-Marketing Management Certificate – Summer 2026

Idaho State Board of Education

List of Discontinuations - continued

- LCSC-Communication Arts: Secondary Education, BA/BS – Summer 2026
- LCSC-Earth Science: Secondary Education, BA/BS – Summer 2026
- LCSC-Natural Science: Secondary Education, BA/BS – Summer 2026
- LCSC-Chemistry: Secondary Education, BA/BS – Summer 2026
- LCSC-Psychology: Secondary Education, BA/BS – Summer 2026
- LCSC-Mathematics: Secondary Education, BA/BS – Summer 2026
- LCSC-General Studies: Education: Early Childhood Education, BA/BS – Summer 2026
- LCSC-Radiographic Sciences, AS - Fall 2026
- Business Analytics, J.D. emphasis - Fall 2026
- Native American Law, J.D. emphasis - Fall 2026
- Natural Resources and Environmental Law, J.D. emphasis - Fall 2026
- NIC- Wastewater Treatment Plan Technology, AAS - Spring 2028

Idaho State Board of Education

Questions?

Idaho State Board of Education

Idaho State University Plan Overview

Year One (AY 2026-2027)

- Addiction Studies, MA (planning)
- Artificial Intelligence, BS (planning)
- Automation Engineering Technology, AAS (planning)
- Cybersecurity, PhD (planning/exploring)
- Cybersecurity Strategy and Leadership, MS (planning)
- Dental Hygiene, BS to Meridian
- Interactive Media Design, AAS (planning)
- Literacy, MEd (planning)
- Registered Nursing, AAS (planning)
- Respiratory Therapy, AAS (planning)

Legend:
Undergraduate Certificate – UG
Graduate Certificate – GR
Specialized Certificate – SC
Basic Technical Certificate – BTC
Intermediate Technical Certificate – ITC

- Accounting Analytics, Graduate emphasis
- Accounting Analytics, UG
- Advanced Respiratory Care: Adult Focus or Pediatric Focus, SC (academic)
- Applied Artificial Intelligence, SC (CTE)
- Athlete Counseling, UG (Region III and V)
- Building Automation, SC (CTE)
- Clinical Psychopharmacology, GR
- Cybersecurity Strategy and Leadership, GR
- Data Science, UG
- Early Literacy, Post-Bacc Certificate
- Family Nurse Practitioner, GR (Region III and V)
- Grief and Loss, Certificate (Region III)
- Industrial Controls, SC (CTE)
- Industrial Cybersecurity, GR
- Injectables, UG
- Interactive Media Design, BTC, ITC
- Magnetic Resonance Imaging, Certificate
- Mammography, Certificate
- Nuclear Materials Engineering, GR
- Robotics Engineering, Certificate
- Teacher to New Endorsement – All K-8 subjects, Post-Bacc Certificate (Regions IV, V, VI)

Idaho State University Plan Overview - continued

Year Two AY 2027-2028

- Accelerated BA Elementary Education or BA Secondary Education to MS Deaf Education (Teaching Endorsement) BA/MS (planning)
- Applied Behavioral Analysis, MS (planning)
- Applied Health Research and Evaluation, DrPH or PhD
- Artificial Intelligence Sciences, MS (planning)
- Culinary Arts, AAS (planning)
- 3+4 BS-DO degree with ICOM, BS (planning)
- Artificial Intelligence Applications, Certificate (planning/exploring)
- Culinary Arts, BTC and ITC
- Skin Care Specialist, SC (CTE)

Year Three AY 2028-2027

- Medical Science in Sports Medicine, DmSc
- Midwifery DNP and MS (planning) (online, Regions III and V)
- Occupational Therapy, MOT with University of Alaska (planning/exploring)
- Pharmacy Leadership Administration, MS
- Physician Assistant Studies, MPAS expansion with LC State (planning)
- Court Reporting and Captioning, SC (CTE)

Planned Discontinuations

- Art, MFA - June 2025
- Cloud Computing, BTC – Fall 2025
- Dance minor - Spring 2025
- Deaf Education, Minor – Fall 2025
- Deaf / Hard-of-Hearing Teaching Endorsement – Fall 2025
- General Business, BS online completion – Fall 2026
- Health Care Administration (HCA) emphasis – Fall 2026
- Health Informatics, MS – Fall 2025
- Industrial Controls, AAS – Fall 2026
- Pharmaceutical Sciences (PPRA) PhD, MS – Spring 2025
- Pharmacy (3rd and 4th years) PharmD – Spring 2025
- Pharmacy Technology Certificate – Spring 2025
- Pharmacy Technology, ATC – Fall 2026
- Registered Nursing, AS – Fall 2026
- Respiratory Therapy, AS – Fall 2026
- Unmanned Aerial Systems, AAS, BAS, ITC, BTC – Fall 2025
- Other program emphases and options

Legend:
Undergraduate Certificate – UG
Graduate Certificate – GR
Specialized Certificate – SC
Basic Technical Certificate – BTC
Intermediate Technical Certificate – ITC

Idaho State Board of Education

Idaho State University Plan Overview - continued

Potential Collaborations

- Physician Assistant Studies, MPAS with LCSC
  - ISU has statewide program responsibility for the MPAS
- Nuclear Materials Engineering, Graduate Certificate
  - Regions V, VI (hybrid)
  - Possible MOU with UI – was listed last year research/exploration stage
  - Projected for Fall 2026
- Robotics (now Robotics Engineering) Certificate
  - Regions V, VI (hybrid)
  - Possible MOU with UI – was listed last year research/exploration stage
  - Projected for Fall 2026

Other

- Clinical Psychology, PsyD program with Boise State
- Master of Science in Nursing with UI and LC (ongoing discussion)
- Collaborative pathways with CEI and CSI around education, engineering, and healthcare programs.
- Transfer pathways for RN students, Health Sciences bachelor's program, computer science engineering, education, and offering more business programs with CEI.
- Pathways for agricultural education, Spanish for healthcare, nutrition and dietetics, and education pathways to certify teachers with CSI.

Idaho State Board of Education

College of Eastern Idaho Plan Overview

Year One (AY 2026-2027)

- Engineering, AS (planning)
- STEM, Undergraduate Certificate (planning)
- English and Literature, UG (planning)

Year Two (AY 2027-2028)

- Agriculture, AAS or AS/AA
- Agriculture, ATC
- Computer Science, AS
- Math, Undergraduate Certificate
- Art, Undergraduate Certificate
- Chemistry, Undergraduate Certificate
- Physical Therapy Aide, ITC
- History, Undergraduate Certificate

Legend:
Bachelor of Applied Science – BAS
Undergraduate Certificate – UG
Associate of Applied Science – AAS
Basic Technical Certificate – BTC
Intermediate Technical Certificate – ITC
Advanced Technical Certificate - ATC

Year Three (AY 2028-2029)

- Medical Informatics, AAS
- Nuclear Power Technologist, AAS
- Radiography, AAS
- Healthcare Management, BAS
- Ultrasound Technician, AAS
- Hospitality Administration/Management, AAS
- Accounting, AAS
- Medical Equipment Repair, ITC
- Medical Records Specialist, ITC
- Engineering, UG
- Microbiology, UG
- Philosophy, UG
- Physics, UG
- Psychology, UG
- Sociology, UG
- Spanish, UG
- Political Science, UG
- Welding Fabrication, ITC

Idaho State Board of Education

College of Eastern Idaho Plan Overview - continued

Planned Discontinuations

- Light-Duty Diesel, AAS and ITC – Summer 2026

Potential Collaborations

- Create articulation pathways between CEI's proposed Agriculture programs and UI Agriculture programs.
- Create collaborative pathways around education, engineering, and healthcare programs with ISU.

Idaho State Board of Education

College of Southern Idaho Plan Overview

Year One (AY 2026-2027)

- Spanish for Health Professions, AA (planning)
- Sustainability Certificate (Microcredential)
- Interpersonal Certificate (Microcredential)
- Intercultural Certificate (Microcredential)
- Spanish for Heritage Speakers (Microcredential)

Year Two (AY 2027-2028)

- Community Emergency Medical Services, AAS
- Civil Engineering Technician, AAS/ITC/BTC
- Chemical Technician, AAS/ITC/BTC
- Geospatial Technology, AS
- Public Speaking Certificate (Microcredential)
- Critical Thinking Certificate (Microcredential)
- Media Literacy Certificate (Microcredential)
- American Literature Certificate (Microcredential)
- British Literature Certificate (Microcredential)
- World Literature Certificate (Microcredential)
- English Literature Certificate (Microcredential)

Year Three (AY 2028-2029)

- Extended Reality (XR) Design, AS/AAS
- Echocardiography Technician, AAS
- Digital Music Production, AAS/AA
- Spanish for Healthcare (Microcredential)
- Spanish for First Responders (Microcredential)

Legend:
Associate of Applied Science – AAS
Basic Technical Certificate – BTC
Intermediate Technical Certificate – ITC

College of Southern Idaho Plan Overview - continued

Planned Discontinuations

- Anthropology, AA - summer 2025
- Communication, AA - summer 2025
- American Sign Language, AA - summer 2025
- Water Resource Management, ITC - summer 2025
- Renewable Energy, AAS - spring 2025

Modality Changes

- Food Processing Technology, AAS, BTC
  - Offers face-to-face and now hybrid

Potential Collaborations

- Collaborative pathways with ISU around education, engineering, and healthcare programs.
- Pathways for agricultural education, Spanish for healthcare, nutrition and dietetics, and education pathways to certify teachers with ISU.

Idaho State Board of Education

Boise State University Plan Overview

Year One (AY2026-2027)

- Emergency Management, BAS (planning)
- Sustainability, BA and Master's (planning)
- Project Management, Master's (planning)
- Teach Next Year (2+1), BA (planning)
- Outdoor Leadership in Education, BA (planning)
- Fundraising and Philanthropy, MA (planning)
- Environmental Engineering, MS
- Software Development, BA
- Interdisciplinary Health, PhD (planning)
- Sport Management and Leadership, BS (planning)
- Digital Innovation and Design, BAS (planning)
- Technical Communication, GR
- Program Assessment, GR (planning)
- CTE Teacher Certification, UG (planning)
- Dyslexia, UG (planning)
- Digital Detox, UG (planning)
- Innovation and Design, GR (planning)

Year Two (AY2027-2028)

- Conference and Event Management, BA
- Sociology, Master's (planning)
- Forensic Science, BS
- Poetics, PhD
- Environment and Society, PhD
- Environmental Humanities, BA
- Environmental Engineering, BS
- Radiologic Sciences, MS
- Teaching Government & Social Studies, BS
- Fermentation and Wine Science, BA/BS
- Conference and Event Management, UG
- Critical Minerals, UG
- Data Visualization and Communication, UG
- Foundations of Trauma Informed Care , UG
- Advanced Trauma Informed Care, GR
- Sports Studies, UG (planning)
- Marker Graduate Certificate

Legend:
Bachelor of Applied Science - BAS
Undergraduate Certificate – UG
Graduate Certificate – GR

Boise State University Plan Overview - continued

Year Three (AY2028-2029)

- Psychology, BA and MS
- Information Science or Library and Information Sciences, MS
- Organization and Learning Sciences, PhD (planning)
- Higher Education Leadership, M.Ed and Ed.D.
- Cybersecurity, BS
- Executive, PhD
- Professional Sales, BBA (planning)
- Professional Criminal Justice, BA
- Interdisciplinary Social Work and Public Health, PhD
- Historic Preservation and Cultural Resource Management, GR
- Board Certified Behavior Analyst Teacher Leader, GR
- Advanced User Experience Design, UG
- Teacher Leader, GR
- Advanced User Experience Design, UG

Legend:
Undergraduate Certificate – UG
Graduate Certificate – GR

Planned Discontinuation

- Leadership and Human Relations, UG - Fall 2026

Potential Collaboration

- Forensic Science, BS (future conversations)
- Interdisciplinary Public Health/Social Work, PhD (future conversations)
- Clinical Psychology, PsyD with Idaho State
- Joint JD/MBA programs with University of Idaho

Idaho State Board of Education

College of Western Idaho Plan Overview

Year One (AY2026-2027)
- Game Development and Esports Management, AAS
- Business Basics, BTC (planning)

Year Two (AY2027-2028)
- Dental Hygiene, AAS
- Aviation Maintenance Technician, AAS

Year Three (AY2028-2029)
- Cyber/AI/IT, BAS
- Nursing – RN to BSN

Legend:
Bachelor of Applied Science (BAS)
Associate of Applied Science (AAS)
Basic Technical Certificate – BTC

Planned Discontinuation
- Business Analytics, Academic Certificate - Summer 2025

Possible Collaboration
- Partnerships with geological and mining engineering, and agriculture offerings with UI (future conversations)

Idaho State Board of Education

Lewis-Clark State College Plan Overview

Year One (AY2026-2027)

- Direct-Entry Master of Science in Nursing (in progress)
- Medical Diagnostic Imaging: Ultrasound, BA/BS (planning)
- Radiographic Science, AAS
- Nursing Education, MS (Partnership with ISU)
- Auto Mechanics Technology, BTC, ITC, ATC, AAS

Year Two (AY2027-2028)

- Respiratory Therapy, AAS
- Occupational Therapy Assistant, AAS
- Physician Assistant Studies, MPAS (Partnership with ISU) (planning)
- Master of Social Work (ISU/BSU share statewide program responsibility)
- Trades, AAS
- Health Studies, AAS
- Education Content Specialist-Secondary/K-12, BA/BS (planning)

Year Three (AY2028-2029)

- Surgical Technology, AAS (planning)
- Occupational Therapy, MOT (Partnership with ISU)
- Physical Therapy, DPT (Partnership with ISU)

Legend:
Undergraduate Certificate – UG
Graduate Certificate – GR
Specialized Certificate – SC
Basic Technical Certificate – BTC
Intermediate Technical Certificate – ITC

Idaho State Board of Education

Lewis-Clark State College Plan Overview - continued

Planned Discontinuations – Summer 2026

- Auto Mechanics Technology-B, ITC
- Legal Practice Assistant, AAS
- Bookkeeping/Accounting, ITC
- CNC Machining Technology, ATC
- Early Childhood Development, ITC/ATC
- Engineering Technology-GIS, AAS
- Food/Beverage Management, ITC
- Hospitality Management, ATC
- Industrial Electronics Technology, AAS/ATC
- Web Design, ITC
- Computer Information Technology & Security, AAS
- Computer Information Technology & Security, ATC, BTC, ITC
- Fire Service Technology, ITC
- Collision Repair Technology, AAS, ATC, ITC
- Electrical Apprenticeship, AAS
- Plumbing Apprenticeship, AAS
- Entrepreneurship Certificate
- Marketing Management Certificate
- Communication Arts: Secondary Education, BA/BS
- Earth Science: Secondary Education, BA/BS
- Natural Science: Secondary Education, BA/BS
- Chemistry: Secondary Education, BA/BS
- Psychology: Secondary Education, BA/BS
- Mathematics: Secondary Education, BA/BS
- General Studies: Education: Early Childhood Education, BA/BS
- Radiographic Sciences, AS (Fall 2026)

Collaborations

- Physician Assistant Studies program; MSN Nursing: Education option; Physical Therapy, DPT; and Occupational Therapy, MOT with ISU

Idaho State Board of Education

University of Idaho Plan Overview

Year One (AY2026-2027)

- American Indian Studies, PhD (planning)
- Construction Management and Built Environment, BS (planning)
- Data Science, BS
- Law, BA/BS (planning)
- Industrial and System Engineering, BS/MS/M.Engr
- Geological and Mining Engineering, BS (planning)
- Cybersecurity, PhD (Expansion to Idaho Falls) (planning)
- Aerospace Engineering, Minor
- Bioinformatics and Computational Biology, MS
- Climate Change and Solutions, MS (proposal pending)
- School Psychology, Ed.S. (planning)
- School Counseling, MA
- Plant Pathology, PhD (planning)
- Energy Literacy, UG (planning)
- Creative Placemaking, Professional (planning)
- Foodservice Management, UG (planning)
- Soil and Natural Conservation, UG (planning)
- Sustainable Agriculture for Engineers, UG
- Quantitative Business Management, GR (planning)
- Teacher-to-New Endorsement, UG
- Hospitality, UG (planning)
- Business Law, Certificate
- Native American Law, GR
- Intellectual Property Law, GR
- Planning, UG/GR/Professional
- Robotics, Automation & Controls, UG (planning)
- Robotics, Automation & Controls, GR (planning)
- Reproductive Physiology, UG
- AI For Everyone, UG
- Sustainable Forest Products, UG (planning)

Legend:
Undergraduate Certificate – UG
Graduate Certificate – GR

Idaho State Board of Education

University of Idaho Plan Overview - continued

Year Two (AY2027-2028)

- Creative Writing, BFA (planning)
- Industrial and System Engineering, PhD
- Artificial Intelligence and Machine Learning, BS, MS, PhD (planning)
- Leadership, Minor
- Criminal Justice & Law Concurrent Degree, JD/MA(with BSU)
- Political Science & Law Concurrent Degree, MA/JD (with BSU)
- Public Administration & Law Concurrent Degree, MPA/JD (with BSU)
- Public Administration & Law Concurrent Degree PhD/JD (with BSU)
- Environmental Management & Law Concurrent Degree JD/MNR (with BSU)
- Apparel, Textiles, & Design, MS (planning)
- Doctor of Health Science, DHSc (planning)
- Clinical Research, MS (planning)
- Health Administration, MHA (planning)
- Healthcare Administration, BSHA (planning)
- Fine Arts, UG
- Healthcare Leadership, certificate (planning)
- Gerontology, certificate (planning)
- Medical Sciences, certificate (planning)
- Digital Twins, UG

Planned Discontinuation

- Business Analytics, J.D. emphasis - Fall 2026
- Native American Law, J.D. emphasis - Fall 2026
- Natural Resources and Environmental Law, J.D. emphasis - Fall 2026

Modality Changes

- Kinesiology, MS
  - To include online and hybrid

Collaboration

- Agriculture pathways with CEI, CSI, CWI, and NIC
- JD and BSU program concurrent degree offerings

Idaho State Board of Education

North Idaho College Plan Overview

Year Two (AY2027-2028)

- Certified Occupational Therapy Assistant, AAS
- Emergency Medical Services, AAS
- Respiratory Therapy, AAS
- Mobile Food Truck Management, ITC
- Professional Writing, Academic Certificate (planning)
- Limited Scope Radiography, BTC (planning)
- Radiography Technology: Mammography, BTC (planning)
- Medical Assistant to Practical Nurse, ITC

Year Three (AY 2028-2029)

- Airline Pilot, AAS
- Music Technology, Academic Certificate
- Radiological Technology MRI, BTC (planning)

Planned Discontinuations

- Wastewater Treatment Plan Technology, AAS - Spring 2028
- Pharmacy Technology, ITC
  - (Suspended in 2020 to determine if the program should shift to non-credit workforce training. Anticipate Fall 2025)

Collaboration

- Focusing on creating 2+2 partnerships with sister institutions. Currently working with UI in several areas.
- Occupational Therapy and Respiratory Therapy programs – ISU offered to consult with NIC on articulation to baccalaureate degrees.

Legend:
Basic Technical Certificate – BTC
Intermediate Technical Certificate – ITC

Idaho State Board of Education

Questions?

SUBJECT

Program Progress Reports

REFERENCE

December 2013	The Board approved amendments to Policy III.G. that require institutions to provide a report on graduate programs approved by the Board.
October 2019	The Board approved a first reading of proposed amendments to Policy III.G. requiring review of all new baccalaureate degree programs at all public postsecondary institutions.
December 2019	The Board approved a second reading of proposed amendments.
April 2021	The Board was presented with program progress reports for baccalaureate and graduate programs offered by Idaho public institutions.
April 2022	The Board was presented with program progress reports for baccalaureate and graduate programs offered by Idaho public institutions.
April 2023	The Board was provided with program progress reports for baccalaureate and graduate programs offered by Idaho public institutions.
April 2024	The Board was provided with program progress reports for baccalaureate and graduate programs offered by Idaho public institutions.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G.9, Postsecondary Program Review and Approval

BACKGROUND/DISCUSSION

Board Policy III.G.9. requires all institutions to submit an initial progress report on new graduate and baccalaureate programs approved by the Board. This provision was added in response to Board member inquiries regarding the status of new programs and whether institutions achieved the projections provided in their initial proposals. This report is provided to help Board members evaluate whether programs are meeting expectations for sustained student interest and long-term viability.

A new template was introduced this year that aligns program process reporting with the three-year planning process. This integrated approach gives the Board a broader view, showing how institutions are progressing with newly-approved programs as well as what programs are in the planning stages to meet educational and workforce needs in the state at the same time providing insight into progress for programs the Board has recently approved.

The template requires institutions to submit enrollment and graduate data According to a timeline that varies by degree type. The focus is on whether institutions are meeting enrollment and graduate projections for the most recent year. If actual numbers do not meet projections, institutions must provide an explanation. Additionally, institutions provide enrollment and graduate information for other programs listed if available. This will provide the Board with insights into the status of programs most recently approved and implemented.

The following timeline represents when programs will be reviewed. This was developed by Board staff and the Council on Academic Affairs and Programs.

- Baccalaureate programs - reviewed after six years of implementation.
- Master's programs - reviewed after four years of implementation.
- Doctoral programs - reviewed after six years of implementation.

In accordance with Board Policy III.G.9.b, Boise State University, Idaho State University, Lewis-Clark State College, and University of Idaho have submitted progress reports for this review cycle. The applied baccalaureate programs approved by the Board in December 2024 for College of Eastern Idaho and College of Western Idaho are scheduled to start in Fall 2025 so the Board will receive information on their progress next year.

ATTACHMENTS

Attachment 1 – Program Progress Reports PowerPoint

IMPACT

Program progress reports provide the Board with updates on new baccalaureate and graduate programs and whether institutions are on target for meeting initial enrollment and graduate projections.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The following represents results for the 20 programs scheduled for full review and whether those are on target with initial enrollment and graduate projections for the most current academic year.

Four (4) programs reported they <u>are</u> on target with their projections for **both** enrollment and graduates for the most current year.

Boise State University	Film and Television Arts, BA/BFA
Boise State University	Blended Early Childhood/Early Childhood Special Education
Idaho State University	Physical Therapy, DPT (Expansion to Meridian campus)
College of Southern Idaho	Operations Management, BAS

Five (5) programs reported they <u>are</u> on target with projections for enrollment **or** graduates for the most current year.

Boise State University	Accountancy Foundations, MS
Boise State University	Engineering, BS
Boise State University	Secondary Education, MIT
Boise State University	Elementary Education, MIT

Boise State University	Public Health, Master
Idaho State University	Computer Science, MS

Eleven (11) programs reported they are not on target with their projections for enrollment and/or graduates for the most current year.

Boise State University	Creative Writing, BA/BFA
Boise State University	Narrative Arts
Boise State University	Public Health, BA
Boise State University	Program Evaluation, Measurement, and Statistics, MS
Idaho State University	Occupational Therapy, MOT (Expansion to Meridian)
Idaho State University	Health Informatics, Master (online)
Idaho State University	Clinical Rehabilitation Counseling, Master
Lewis-Clark State College	Bioinformatics (Computer Science), BA/BS
Lewis-Clark State College	Sport Management, BA/BS
Lewis-Clark State College	Creative Writing, BFA
University of Idaho	Statistics, BS

For the eleven programs that are either not meeting or only partially meeting their initial projections for the most recent academic year, institutions identified several contributing factors affecting growth. These include faculty turnover, the ongoing impacts of the post-COVID environment, changes in administrative or institutional leadership, delays in program implementation, the timing of program modifications, and potential competition from other programs both on campus and within the broader region. As a result of this process, programs have adjusted their projections for future years and identified programs for discontinuation. This includes Boise State's Public Health, Bachelor of Arts and Idaho State's Health Informatics, Master online program.

Despite current enrollment challenges, many institutions reported observing steady growth in many programs. Additionally, efforts are underway to revise certain offerings to better align with student interests and market demand. Institutions are also enhancing their focus on student support services aimed at improving program completion and graduation rates.

In addition to the 20 programs reviewed this year, institutions submitted enrollment and/or graduate data for 56 additional programs listed for future review, where available, to provide the Board with insight into current progress. Ten programs are on target with projections, 27 are partially meeting their initial enrollment and/or graduate projections, and 19 are not fully meeting their initial enrollment and/or graduate projections.

Ongoing monitoring and evaluation will be conducted to ensure the long-term sustainability and success of these programs. Long-term sustainability of all programs, including those that have not met target projections, will be monitored through the regular Program Prioritization process as described in Board Policy III.F.

BOARD ACTION

This item is for informational purposes only.

Program Progress Reports

- Board Policy III.G., Postsecondary Program Review and Approval
- Reporting Requirement
  - New baccalaureate and graduate programs approved by the Board.
  - Evaluates whether programs are meeting expectations regarding continued interest and sustainability.
  - Schedule
    - Baccalaureate programs – reviewed after 6 years of implementation
    - Master's programs – reviewed after 4 years of implementation
    - Doctoral programs – reviewed after 6 years of implementation

Idaho State Board of Education

Programs Reviewed

Boise State University

- Accountancy Foundations, MS
- Blended Early Childhood/Early Childhood Special Education, BA
- Creative Writing, BA/BFA
- Elementary Education, MIT
- Engineering, BS
- Film and Television Arts, BA/BFA
- Narrative Arts, BFA
- Public Health, BA
- Program Evaluation, Measurement, and Statistics, MS
- Secondary Education, MIT
- Public Health, Master

Lewis-Clark State College

- Bioinformatics, BA/BS
- Creative Writing, BFA
- Sport Management, BS

Idaho State University

- Clinical Rehabilitation Counseling, Master
- Computer Science, MS
- Health Informatics (online), Master
- Occupational Therapy, MOT – Expansion to Meridian
- Physical Therapy, DPT – Expansion to Meridian

University of Idaho

- Statistics, BS

Idaho State Board of Education

Program Progress

- Total of **20** programs reviewed
- **4** program reported they **are** on target with their projections for **both** enrollment and graduates for the most current year.
- **5** program reported they **are** on target with projections for enrollment **or** graduates for the most current year.
- **11** programs reported they **are not** on target with their projections for enrollment and graduates for the most current year.

Idaho State Board of Education

Questions

Idaho State Board of Education

Idaho State University Program Review

Programs Scheduled for Full Review

- Physical Therapy, DPT – Expansion to Meridian
- Computer Science, MS
- Occupational Therapy, MOT – Expansion to Meridian
- Health Informatics (online), Master
- Clinical Rehabilitation Counseling, Master

Results

- 5 programs reviewed
  - 1 is on target with their projections for both enrollment and graduates for the most current year.
  - 1 is on target with their enrollment projections but has not fully achieved graduate projections for the most current year.
  - 3 are not fully on target with their projections

Idaho State Board of Education

Idaho State University Program Review - continued

Other Programs

- Rehabilitation and Health Sciences, PhD
- Economics, BBA
- Robotics Engineering Technology, BAS
- Applied Mathematics, BS
- Cyber-Physical Systems Engineering, BAS
- General Business, BS (online completion)
- Computer Engineering, BS
- Digital Media, BFA
- Homeland Security and Emergency Management, MS
- Respiratory Therapy, BS completion
- Electrical & Computer Engineering, MS concentrations

No Data Available Yet

- Interdisciplinary Studies, BA/BS
- Software Engineering, BS
- Information Technology Systems
- Nurse Anesthesia Practice, DNAP
- Nuclear Engineering Technology, BAS
- Clinical Psychology, PsyD

Other programs

- 17 programs
  - 2 are meeting initial projections
  - 3 are meeting initial enrollment projections but not yet met graduate projections
  - 6 are not fully meeting projections
  - 6 programs did not have information available. Several started in Fall 2024 and others are scheduled to start Fall 2025 or 2026.

Idaho State Board of Education

College of Eastern Idaho Program Review

- Operations Management, BAS
- Digital Forensics and Analytics, BAS
  - Board Approved December 2023
  - Both scheduled to start Fall 2025
  - Program progress will be reported next review cycle

Idaho State Board of Education

College of Southern Idaho Program Review

Program Scheduled for Full Review

- **Operations Management, BAS**
  - Approved June 2018 under the title of Advanced Food Technology
  - Program was revised in December 2021
    - Name changed to Operations Management
    - Reduced specificity to the food processing industry
    - Provides a more general version of current upper division curriculum
    - To better serve all CTE students

- **Results**
  - Advanced Food Technology
    - Initial projections were not fully reaching projections
  - Operations Management
    - Enrollment and graduate numbers increase

Idaho State Board of Education

Boise State University Program Review

Programs Scheduled for Full Review

- Engineering, BS
- Creative Writing, BA/BFA
- Film and Television Arts, BA/BFA
- Narrative Arts, BFA
- Blended Early Childhood/Early Childhood Special Education, BA
- Public Health, BA
- Program Evaluation, Measurement, and Statistics, MS
- Accountancy, Foundations, MS
- Secondary Education, MIT
- Elementary Education, MIT
- Public Health, Master

Results

- 11 programs reviewed
  - 2 on target with their projections for both enrollment and graduates for the most current year
  - 1 is on target with their enrollment projections but has not fully achieved graduate projections for the most current year
  - 3 met initial *graduate* projections but did not fully reach enrollment numbers
  - 5 are not fully on target with their projections

Idaho State Board of Education

Boise State University Program Review - continued

Other Programs

- Biomedical Engineering, PhD
- Integrated Strategic Communications, BA
- Counselor Education and Supervision, PhD
- Inclusive Early Childhood Education, BA
- Computer Systems Engineering, BS
- Online Cyber Operations and Resilience, BS
- Online Cyber Operations and Resilience, MS
- Cybersecurity, MS
- Population and Health Systems Management, Master
- Online Digital Innovation and Design, BA
- Online Cyber Operations and Resilience, BAS
- Online Advanced Medical Imaging, BS
- Master of Music, Conducting
- Environmental Science, BS
- Humanities and Cultural Studies, BA
- Environmental Management, MS
- Public and Population Health Leadership, PhD
- Project Management, Bachelor

No Data Available Yet

- Digital Innovation and Design, BA
- Engineering, PhD
- Health Data Analytics, BS
- Digital Communications Management, MA
- Exercise, Physical Activity, and Sport, BS
- Neuroscience, BS
- Public Service Leadership, BA/BAS
- Artificial Intelligence, BS

Results - Other programs

- 26 programs
  - 7 are meeting initial enrollment and graduate projections
  - 5 are meeting initial enrollment projections; but did not either reach graduate projections or do not have any graduates yet.
  - 1 is meeting graduate projections; but has not yet met the enrollment projections
  - 5 are not fully meeting projections
  - 8 programs did not have information available as several started in Fall 2024 and others are scheduled to start Fall 2025.

Idaho State Board of Education

College of Western Idaho Program Review

- Business Administration, BAS
  - Approved December 2023
  - Scheduled to start Fall 2025
  - Program progress will be reported next review cycle

Idaho State Board of Education

Lewis-Clark State College Program Review

Programs Scheduled for Full Review
- Bioinformatics (Computer Science), BA/BS
- Sport Management, BS
- Creative Writing, BFA

Other Programs
- Applied Science, BAS
- Business, BAS
- Nursing Leadership and Management, Graduate Certificate
- Cyber Management, BA/BS
- Business Informatics, BA/BS
- Special Education, BA/BS

Data Not Available Yet
- Computer Science Software Engineering, BA/BS
- Health Studies, BA/BS
- Nursing Leadership in Healthcare, MSN
- Cyber Accounting, MS

Results
- 3 programs reviewed
  - 3 are not fully on target with their projections

Other Programs
10 Programs
- 4 are not fully meeting projections
- 1 is meeting enrollment projections; but has not yet met the graduate projections
- 1 is meeting graduate projections; but has not yet met the enrollment projections
- 4 programs did not have information available as several started in Fall 2024.

Idaho State Board of Education

University of Idaho Program Review

Program Scheduled for Full Review
- Statistics, BS

Other Programs
- Communication, BS/BA
- Cybersecurity, BS
- Teaching, MA
- Dietetics, MS
- Cybersecurity, MS
- Global Disease Ecology, BS
- Groundwater Hydrology, MS
- Ecology and Ecosystems Science, BS
- Forest Nursery Management and Technology, AS
- Forest Operations and Technology, AS
- Wildland Fuel and Fire Technology, AS
- Business Administration, Bachelor's
- Nutrition Sciences, MS
- English, BS
- Natural Resources Enterprise Management, BS
- Earth and Spatial Sciences, BS
- Climate Change and Solutions, BS
- General Studies, AA/AS
- Nutritional Sciences, PhD
- Criminology, MS
- Geographic Information Science, MS

No Data Available Yet
- Emerging Media, MA
- Child Development, MS
- Gerontology, MS
- Bioinformatics, BS
- Anatomical Sciences, DAS
- Cybersecurity, PhD
- Clinical Psychology, PsyD
- Learning, Leadership & Innovation, EdD

Results
- 1 program reviewed
  - 1 is not fully on target with their projections

Other Programs
29 Programs
- 1 is meeting enrollment and graduate projections
- 3 are meeting enrollment projections but graduates are not yet achieved.
- 13 are not reaching enrollment and graduate projections yet
- 4 programs did not have information either due to start dates or there were no enrollments or graduates to report to date.
- 8 programs did not have data available due to start dates.

Idaho State Board of Education

TAB	DESCRIPTION	ACTION
1	BAHR – NCAA ACADEMIC PROGRESS RATE REPORTS	Information Item
2	IRSA – GRADUATE MEDICAL EDUCATION COMMITTEE ANNUAL REPORT	Information Item
3	IRSA – SEMI-ANNUAL REPORT OF APPROVED PROGRAM REQUESTS	Information Item
4	IDE – LESS THAN TEN (10) STUDENTS REPORTED IN AVERAGE DAILY ATTENDANCE	Information Item

NCAA ACADEMIC PROGRESS RATE REPORTS

SUBJECT

Report on National Collegiate Athletic Association (NCAA) Academic Progress Rate (APR) Scores for Boise State University, Idaho State University and University of Idaho and National Association of Intercollegiate Athletics (NAIA) Return on Athletics (ROA) Report for Lewis-Clark State College

BACKGROUND/DISCUSSION

APR Report (Boise State University, Idaho State University, University of Idaho)

NCAA instituted the APR tracking system in 2004 in response to public concerns over academic performance and graduation rates among student-athletes. The APR is determined by using eligibility and retention data for each student-athlete on scholarship during an academic year. Student-athletes are awarded points for each semester they are enrolled and for each semester they are eligible for intercollegiate competition. The single and multi-year APR is determined as a percentage of points earned divided by total points possible for that cohort, with the resulting number multiplied by 1,000. The highest possible score for a team is 1,000 (as calculated by the process described in the paragraph below). The NCAA calculates the APR rate as a four-year rolling average. Currently, the benchmark minimum score for each sport is 930, which the NCAA equates with a 50% graduation rate. Teams that fall below the 930 minimum are subject to sanctions which may include loss of scholarships. APR averages which fall below 900 over time may also include restrictions on practice time, loss of post-season competition eligibility, and other penalties.

Calculation of the APR. A team's APR cohort for a given year is composed of student-athletes who receive financial aid based on athletic ability; if a team does not offer financial aid, then the cohort consists of those student-athletes who are listed on the varsity roster on the first day of competition. Each student-athlete in the APR cohort has the ability to earn two points for each regular academic term of full-time enrollment. One point is awarded if the student-athlete is academically eligible to compete in the following regular academic term. The other point is awarded if the student-athlete is retained by the institution (i.e., returns to school as a full-time student) in the next regular academic term. Student-athletes who graduate are given both the eligibility and retention points for the term. Teams can also earn a delayed graduation point if a student-athlete who left the institution without graduating returns to the institution and graduates. At the start of each academic year, each Division I team's APR is calculated by adding all points earned by student-athletes in the team's cohorts in each of the previous four years, dividing that total by the number of possible points the student-athletes could have earned and multiplying by 1,000. Thus, an APR of 950 means that the student-athletes in the cohort earned 95 percent of the eligibility and retention points that they could have earned.

Eligibility and Retention Rates. A team's eligibility rate is calculated by taking all of the eligibility points earned during the previous four years, dividing that total by the number of eligibility points that could have been earned during that time and multiplying by 1,000. A team's retention rate is calculated similarly using retention points earned and retention points possible.

Return on Athletics (ROA) Report (Lewis-Clark State College)

In 2019-20, the National Association of Intercollegiate Athletics (NAIA) implemented ROA to report on the sports and athletes at the colleges and universities which are members of NAIA. ROA is the NAIA's proprietary approach to the management of collegiate athletics. This approach is aimed at demonstrating how athletics have a positive impact on institutions' ability to identify opportunities to drive enrollment, improve student success, and grow net return on athletics.

The return on athletics information is reported in three areas:

- Institutional data which includes annual enrollment by gender, resident (in-state) tuition, non-resident (out-state, out of area) tuition, and other tuition rates that are specific to individual institutions such as LC State's Asotin County resident tuition. Other information collected includes the cost of room, board, and books for students attending an institution
- Data by sport includes revenues and expenses associated with the offering of each sport at the reporting institution
- Student data reports on athlete demographics including gender, race/ethnicity, first generation student status, tuition classification (resident, non-resident, other tuition), living on or off campus, academic exemption, athlete retention and graduation, and the different kinds of financial aid received by the athlete.

The NAIA uses academic exemptions to reward high achieving student-athletes throughout the year by not counting half of the financial aid toward the institution's allowable countable aid limits for those achieving 3.30-3.59 cumulative GPA, and reducing in whole the financial aid amount for those achieving 3.60-4.00 cumulative GPA on the institution's limits on financial aid. The NAIA, like the NCAA, has limits on institutional aid that can be awarded to student-athletes who participate in an institution's sport program. Unlike the NCAA, the NAIA uses academic exemptions to allow institutions to expand rosters, thus allowing more students to participate and additional aid to be awarded to more students.

IMPACT

APR reports from the three NCAA member institutions are provided. All three institutions report that they are meeting the 930 APR benchmark.

Each provides two formats for the APR reports. Both reports show the single and multi-year APR scores. The first report by Subgroup shows the percentile rank within the sport, all sports, Division I, public institutions, Football Bowl Subdivision,

Football Championship Subdivision, and finally Division I (non-football). The second report includes the Multi-year Rate Upper Confidence Boundary and the multiyear and single year APR scores for Eligibility/Graduation and for Retention.

Multiyear Rate Upper Confidence Boundary. A squad-size adjustment is a statistical margin of error, or confidence interval, applied by the NCAA when limited data are available to estimate a team's APR with appropriate confidence. The adjustment helps ensure that small squads are not penalized unfairly based on a small set of observations. Confidence intervals, commonly used in statistics, roughly represent a range of scores within which the true APR likely resides. The upper confidence boundary of a team's APR must be below 925 for that team to be subject to APR penalties. The squad-size adjustment currently only applies to squads with three or fewer years of data or four-year cohorts of fewer than 30 student-athletes.

ATTACHMENTS

Attachment 1 Boise State University APR Summary
Attachment 2 Boise State University APR Report with Eligibility and Retention
Attachment 3 Boise State University APR by Subgroup
Attachment 4 Idaho State University APR Summary
Attachment 5 Idaho State University APR Report with Eligibility and Retention
Attachment 6 Idaho State University APR by Subgroup
Attachment 7 University of Idaho APR Summary
Attachment 8 University of Idaho APR Report with Eligibility and Retention
Attachment 9 University of Idaho APR by Subgroup
Attachment 10 Lewis-Clark State College ROA Summary

STAFF COMMENTS AND RECOMMENDATIONS

The APR system is a useful element in institutions' toolkits to track and encourage academic success for student athletes. When coupled with additional measures, such as grade point averages and graduation/degree completion results, the APR can provide performance metrics to support data-informed decisions and effective engagement by athletic departments and senior university leadership in support of the Board's academic goals.

Although Lewis-Clark State College does not fall under the same reporting requirements as the three universities, their report demonstrates LC State's desire to support the Board's academic goals in a comparable manner to the other three institutions.

BOARD ACTION

This item is for informational purposes only.

Boise State University
Spring 2025 NCAA Academic Progress Rate (APR) Report Summary

Boise State Athletics recorded a multi-year all-department Academic Progress Rate (APR) of 991 in the most recent reporting year (released May 6, 2025). The score matches last year's multi-year mark.

Boise State teams with perfect single-year scores included: women's basketball, beach volleyball, women's cross country, women's golf, gymnastics, soccer, men's tennis, women's tennis, women's track and field and volleyball. Gymnastics has 11 consecutive years with a single-year score of 1,000 and beach volleyball has earned every available APR point since the program began offering scholarships.

Five teams had perfect multi-year scores, with four of those teams being conference champions. All five received Top 10% Recognition from the NCAA which equated to ranking in the top 10% for their sport in NCAA Division I and conference. The five teams included beach volleyball, gymnastics, men's tennis, women's tennis and volleyball.

The football team's multi-year APR ranked 21st nationally among FBS programs. Three teams ranked second in the Mountain West Conference including football, softball and women's track and field.

NCAA Division I 2024 - 2025 Academic Progress Rate Institutional Report

Institution: Boise State University

Date of Report: 06/18/2025

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2021-22, 2022 -23, 2023-24 and 2024-25 academic years. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report for cells made up of three or fewer students without student consent.]

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2024 - 2025 (N)	Multiyear Rate	2024 - 2025	Multiyear Rate	2024 - 2025
Men's Basketball	966 (40)	N/A	N/A	949 *	N/A	970 *	N/A
Men's Cross Country	979 (47)	N/A	N/A	989 *	N/A	962 *	N/A
Football	984 (303)	N/A	N/A	992 *	N/A	970 *	N/A
Men's Golf	957 (24)	983	N/A	936 *	N/A	978 *	N/A
Men's Tennis	1,000 (29)	1,000	N/A	1,000 *	N/A	1,000 *	N/A
Men's Track	983 (55)	N/A	N/A	991 *	N/A	970 *	N/A
Women's Basketball	1,000 (46)	N/A	N/A	1,000 *	N/A	1,000 *	N/A
Women's Cross Country	996 (62)	N/A	N/A	992 *	N/A	1,000 *	N/A
Women's Golf	1,000 (26)	1,000	N/A	1,000 *	N/A	1,000 *	N/A
Women's Gymnastics	1,000 (38)	N/A	N/A	1,000 *	N/A	1,000 *	N/A
Women's Softball	996 (73)	N/A	N/A	1,000 *	N/A	992 *	N/A
Women's Soccer	987 (103)	N/A	N/A	974 *	N/A	989 *	N/A
Women's Beach Volleyball	1,000 (35)	N/A	N/A	1,000 *	N/A	1,000 *	N/A
Women's Tennis	1,000 (24)	1,000	N/A	1,000 *	N/A	1,000 *	N/A

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.
N/A = No APR or not applicable.
N = Number of student-athletes represented.

[1] Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

[2] Denotes APR that does not subject the team to ineligibility for postseason competition due to the team's demonstrated academic improvement.

[3] Denotes APR that does not subject the team to ineligibility for postseason competition due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 930 for that team to be subject to ineligibility for postseason competition. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

[4] Denotes APR that does not subject the team to penalties due to the team's demonstrated academic improvement.

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[6] Denotes APR based on a one year cohort, not subject to ineligibility for postseason competition and/or any penalties.

[7] Denotes APR based on a two year cohort, not subject to ineligibility for postseason competition and/or any penalties.

[8] Denotes that team is not subject to ineligibility for postseason competition and/or penalties based on institutional resources.

[9] Denotes APR that requires an APP Improvement Plan be created for this sport.

NCAA Division I 2024 - 2025 Academic Progress Rate Institutional Report

Institution: Boise State University

Date of Report: 06/18/2025

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2024 - 2025 (N)	Multiyear Rate	2024 - 2025	Multiyear Rate	2024 - 2025
Women's Track	997 (83)	N/A	N/A	994 *	N/A	1,000 *	N/A
Women's Volleyball	1,000 (38)	N/A	N/A	1,000 *	N/A	1,000 *	N/A

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.
N/A = No APR or not applicable.
N = Number of student-athletes represented.

[1] Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

[2] Denotes APR that does not subject the team to ineligibility for postseason competition due to the team's demonstrated academic improvement.

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[8] Denotes that team is not subject to ineligibility for postseason competition and/or penalties based on institutional resources.

[9] Denotes APR that requires an APP Improvement Plan be created for this sport.

NCAA Division I 2023 - 2024 Academic Progress Rate Institutional Report

Institution: Boise State University

Date of Report: 06/16/2025

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2020-21, 2021 -22, 2022-23 and 2023-24 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol. The information in this report does not reflect any changes to data made after this date.]*

The following chart represents by-sport APR averages for noted subgroups. National aggregates are based on all squads that have certified their academic data as final.

Sport (N)	Multiyear APR	2023-2024 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Men's Basketball (362)	959	978	30th-40th	10th-20th	968	966	972	973	966	965
Men's Cross Country (323)	984	951	30th-40th	40th-50th	984	982	988	988	979	985
Football (261)	986	994	80th-90th	40th-50th	964	961	971	969	958	NA
Men's Golf (306)	966	917	10th-20th	10th-20th	988	987	989	990	987	987
Men's Tennis (240)	1,000	1,000	90th-100th	80th-90th	987	986	988	987	986	987
Men's Track (300)	992	964	80th-90th	60th-70th	975	971	982	978	970	977
By Sport - Women's										
Women's Basketball (360)	995	1,000	80th-90th	70th-80th	982	979	987	984	979	982
Women's Cross Country (359)	997	1,000	60th-70th	70th-80th	989	988	991	992	986	989
Women's Golf (276)	985	1,000	10th-20th	40th-50th	993	993	993	995	992	991

[1] Specific information on the playing and practice season penalty may be located in the AP General Summary document located on the Reports tab within the AP data collection portal.
[2] The team is also subject to a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.
[3] Denotes that team is not subject to ineligibility for postseason competition based on institutional, athletics and student resources and the team`s Graduation Success Rate.
[4] Denotes that team is not subject to ineligibility for postseason competition due to the team`s demonstrated academic improvement.
[5] The team`s Level One penalty has been waived.
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[8] The team is subject to a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.
[9] The team`s Postseason ineligibility has been waived.
[10] The institution's penalty waiver request is pending.
[11] Denotes that team`s APR data is under review.

NCAA Division I 2023 - 2024 Academic Progress Rate Institutional Report

Institution: Boise State University

Date of Report: 06/16/2025

Sport (N)	Multiyear APR	2023-2024 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Women's Gymnastics (62)	1,000	1,000	90th-100th	70th-80th	994	995	990	995	994	983
Softball (306)	997	989	80th-90th	70th-80th	988	987	990	992	986	987
Women's Soccer (347)	990	1,000	30th-40th	50th-60th	989	988	992	991	988	989
Women's Beach Volleyball (63)	1,000	1,000	90th-100th	70th-80th	994	996	987	994	996	993
Women's Tennis (311)	1,000	1,000	90th-100th	80th-90th	992	991	993	993	990	994
Women's Track (351)	997	1,000	80th-90th	70th-80th	984	982	987	986	981	984
Women's Volleyball (344)	1,000	1,000	90th-100th	80th-90th	990	989	992	993	986	990
By Sport - Co-Ed										

[1] Specific information on the playing and practice season penalty may be located in the AP General Summary document located on the Reports tab within the AP data collection portal.
[2] The team is also subject to a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.
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Idaho State University

Spring 2025 APR Summary Report for 2023-24 Academic Year

Single Year Data

The 2023.24 single-year score for the ISU Department of Athletics was 985; this is an 8-point increase from the 2022.23 academic year (AY). The single-year Eligibility Score for the department was 989; (a 15-point increase from 2022.23 AY), and the single-year Retention Score was 980 (a 32-point increase from 2022.23 AY).

- 8 of ISU's 13 teams scored a perfect 1000
    - Men's Basketball
    - Men's Tennis
    - Women's Basketball
    - Women's Cross Country
    - Women's Golf
    - Women's Tennis
    - Women's Track & Field
    - Women's Volleyball
- The Men's Basketball (1000), Men's Tennis (1000), Women's Cross Country (1000), Women's Golf (1000), Women's Tennis (1000), Women's Track & Field (1000), and Women's Volleyball (1000) remained the same for the second year in a row.
- The following five (5) teams saw an increase to their 2022.23 single year score:
    - Men's Cross Country
    - Football
    - Men's Track & Field
    - Women's Basketball
    - Women's Soccer
- The following team saw a decrease to their 2022.23 single year score:
    - Women's Softball

Multiyear Data

The 2023.24 multiyear score for the ISU Department of Athletics was 967; this is a 6-point increase from the 2022.23 AY. The multiyear Eligibility Score was 970 (8-point increase from 2022.23 AY), and the multiyear Retention Score was 961 (5-point increase from 2022.23 AY).

- One of ISU's 13 teams, Women's Tennis, scored a perfect 1000

- The Women's Volleyball (989) multiyear score remained the same for the second year.
- The following ten (10) teams saw an increase to their 2022-23 multiyear score:
    - Men's Basketball
    - Men's Cross Country
    - Football
    - Men's Tennis
    - Women's Cross Country
    - Women's Soccer
    - Women's Tennis
    - Women's Track & Field
    - Women's Basketball
    - Men's Track & Field
- The following two (2) teams saw a decrease to their 2022-23 multiyear score:
    - Women's Golf
    - Women's Softball
- Of Idaho State's 13 teams, Women's Soccer saw the greatest improvement in their multiyear score - 22.23 AY: 955 to 23.24 AY: 981 an improvement of 26 points.
- Of Idaho State's 13 teams, Women's Softball saw the greatest decrease in their multiyear score - 22.23 AY: 978 to 23.24 AY 976, a loss of 2 points.

Summary

- Five (5) teams improved their single-year score from the previous year
- One (1) team's single-year score decreased from the previous year
- Seven (7) team's single-year score remained unchanged from the previous year
- Ten (10) teams improved their multiyear score from the previous year
- Two (2) team's multiyear score decreased from the previous year
- One (1) team's multiyear remained unchanged
- The departmental single and multiyear scores both increased from the previous academic year (14 points combined; 8 points single-year and 6 points multiyear).

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NCAA Division I 2023 - 2024 Academic Progress Rate Institutional Report

Institution: Idaho State University

Date of Report: 06/26/2025

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2020-21, 2021 -22, 2022-23 and 2023-24 academic years. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report for cells made up of three or fewer students without student consent.]

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2023 - 2024 (N)	Multiyear Rate	2023 - 2024	Multiyear Rate	2023 - 2024
Men's Basketball	974 (54)	N/A	1,000 (13)	981	1,000	963	1,000
Men's Cross Country	941 (32)	N/A	956 (12)	952	958	929	952
Football	944 (351)	N/A	972 (86)	948	980	935	962
Men's Tennis	990 (29)	998	1,000 (7)	982	1,000	1,000	1,000
Men's Track	943 (98)	N/A	966 (32)	953	967	932	964
Women's Basketball	995 (63)	N/A	1,000 (14)	992	1,000	1,000	1,000
Women's Cross Country	994 (42)	N/A	1,000 (11)	1,000	1,000	986	1,000
Women's Golf	992 (36)	N/A	1,000 (8)	972	1,000	984	1,000
Women's Softball	976 (91)	N/A	989 (25)	983	1,000	968	977
Women's Soccer	981 (115)	N/A	992 (34)	982	1,000	979	984
Women's Tennis	1,000 (33)	N/A	1,000 (8)	1,000	1,000	1,000	1,000
Women's Track	981 (133)	N/A	1,000 (38)	985	1,000	978	1,000
Women's Volleyball	989 (54)	N/A	1,000 (13)	990	1,000	988	1,000

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N/A = No APR or not applicable.
N = Number of student-athletes represented.

[1] Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

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[9] Denotes APR that requires an APP Improvement Plan be created for this sport.

NCAA Division I 2023 - 2024 Academic Progress Rate Institutional Report

Institution: Idaho State University

Date of Report: 06/16/2025

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2020-21, 2021 -22, 2022-23 and 2023-24 academic years.

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The following chart represents by-sport APR averages for noted subgroups. National aggregates are based on all squads that have certified their academic data as final.

Sport (N)	Multiyear APR	2023-2024 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Men's Basketball (362)	974	1,000	50th-60th	20th-30th	968	966	972	973	966	965
Men's Cross Country (323)	941	956	1st-10th	1st-10th	984	982	988	988	979	985
Football (261)	944	972	10th-20th	1st-10th	964	961	971	969	958	NA
Men's Tennis (240)	990	1,000	50th-60th	50th-60th	987	986	988	987	986	987
Men's Track (300)	943	966	1st-10th	1st-10th	975	971	982	978	970	977
By Sport - Women's										
Women's Basketball (360)	995	1,000	80th-90th	70th-80th	982	979	987	984	979	982
Women's Cross Country (359)	994	1,000	50th-60th	60th-70th	989	988	991	992	986	989
Women's Golf (276)	992	1,000	30th-40th	60th-70th	993	993	993	995	992	991

[1] Specific information on the playing and practice season penalty may be located in the AP General Summary document located on the Reports tab within the AP data collection portal.
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[10] The institution's penalty waiver request is pending.
[11] Denotes that team`s APR data is under review.

NCAA Division I 2023 - 2024 Academic Progress Rate Institutional Report

Institution: Idaho State University

Date of Report: 06/16/2025

Sport (N)	Multiyear APR	2023-2024 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Softball (306)	976	989	10th-20th	20th-30th	988	987	990	992	986	987
Women's Soccer (347)	981	992	10th-20th	30th-40th	989	988	992	991	988	989
Women's Tennis (311)	1,000	1,000	90th-100th	80th-90th	992	991	993	993	990	994
Women's Track (351)	981	1,000	30th-40th	30th-40th	984	982	987	986	981	984
Women's Volleyball (344)	989	1,000	30th-40th	50th-60th	990	989	992	993	986	990
By Sport - Co-Ed										

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University of Idaho Athletics
2023-2024 Academic Performance Program

The purpose of the NCAA Division I Academic Performance Program (APP) is to collect and submit yearly data that calculates an institution's Graduation Success Rate (GSR) and Academic Progress Rate (APR). As an NCAA member institution Idaho is dedicated to our student-athlete's educational pursuits, graduation and experiences supporting the academic mission of our institution.

The University of Idaho sponsors sixteen NCAA sports. APR is a real-time rate, calculated on a semester-by-semester basis. Points are awarded for eligibility/graduation and retention. For Idaho, APR is calculated in fourteen sports with Indoor Track combined with Outdoor Track for both men and women. In the 2023-2024 academic year, Idaho had nine teams earn a perfect APR score (nine teams last year).

- Men's Cross Country
- Men's Tennis
- Men's Track
- Women's Basketball
- Women's Cross Country
- Women's Golf
- Women's Swimming
- Women's Tennis
- Women's Volleyball

The average team's APR scores continue to remain consistent. Idaho had twelve of fourteen teams remain constant or improve from 2022-2023. The overall single-year average improved to 990 and the overall multi-year remained consistent at 987. We had two teams place in the top 10 percent of the NCAA; Women's Cross Country & Women's Golf.

Graduation Success Rate (GSR) measures the outcome at the end of a six-year period and is reported as a four-year rate. The most recent graduate rate stayed steady at 94%. Idaho had a GSR rate of 100% for the following eight teams:

- Men's Golf (100%)
- Women's Basketball (100%)
- Women's Track (100%)
- Women's Golf (100%)
- Women's Soccer (100%)
- Women's Swimming and Diving (100%)
- Women's Tennis (100%)
- Volleyball (100%)

The transfer portal has continued to open more movement across our rosters and sport programs. We will continue to be vigilant in our pursuit of graduating those who are committed to staying at Idaho and working to support our transfers so that they leave both eligible and in good standing.

NCAA Division I 2023 - 2024 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/09/2025

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2020-21, 2021 -22, 2022-23 and 2023-24 academic years. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

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Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2023 - 2024 (N)	Multiyear Rate	2023 - 2024	Multiyear Rate	2023 - 2024
Men's Basketball	969 (52)	N/A	980 (13)	971	962	966	1,000
Men's Cross Country	978 (23)	994	1,000 (5)	978	1,000	977	1,000
Football	966 (373)	N/A	990 (93)	966	987	965	993
Men's Golf	992 (33)	N/A	967 (9)	1,000	1,000	982	929
Men's Tennis	992 (34)	N/A	1,000 (8)	1,000	1,000	984	1,000
Men's Track	988 (89)	N/A	1,000 (23)	989	1,000	987	1,000
Women's Basketball	995 (58)	N/A	1,000 (15)	1,000	1,000	988	1,000
Women's Cross Country	1,000 (46)	N/A	1,000 (11)	1,000	1,000	1,000	1,000
Women's Golf	1,000 (25)	1,000	1,000 (6)	1,000	1,000	1,000	1,000
Women's Soccer	990 (110)	N/A	991 (29)	995	1,000	985	981
Women's Swimming	989 (116)	N/A	1,000 (34)	987	1,000	991	1,000
Women's Tennis	983 (31)	N/A	1,000 (8)	984	1,000	982	1,000
Women's Track	990 (129)	N/A	984 (33)	988	985	991	984
Women's Volleyball	987 (48)	N/A	1,000 (11)	988	1,000	986	1,000

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.
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NCAA Division I 2023 - 2024 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 07/09/2025

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N = Number of student-athletes represented.

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NCAA Division I 2023 - 2024 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 06/16/2025

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2020-21, 2021 -22, 2022-23 and 2023-24 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol. The information in this report does not reflect any changes to data made after this date.]*

The following chart represents by-sport APR averages for noted subgroups. National aggregates are based on all squads that have certified their academic data as final.

Sport (N)	Multiyear APR	2023-2024 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Men's Basketball (362)	969	980	40th-50th	10th-20th	968	966	972	973	966	965
Men's Cross Country (323)	978	1,000	20th-30th	20th-30th	984	982	988	988	979	985
Football (261)	966	990	50th-60th	10th-20th	964	961	971	969	958	NA
Men's Golf (306)	992	967	40th-50th	60th-70th	988	987	989	990	987	987
Men's Tennis (240)	992	1,000	50th-60th	60th-70th	987	986	988	987	986	987
Men's Track (300)	988	1,000	70th-80th	40th-50th	975	971	982	978	970	977
By Sport - Women's										
Women's Basketball (360)	995	1,000	70th-80th	70th-80th	982	979	987	984	979	982
Women's Cross Country (359)	1,000	1,000	90th-100th	80th-90th	989	988	991	992	986	989

[1] Specific information on the playing and practice season penalty may be located in the AP General Summary document located on the Reports tab within the AP data collection portal.
[2] The team is also subject to a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.
[3] Denotes that team is not subject to ineligibility for postseason competition based on institutional, athletics and student resources and the team`s Graduation Success Rate.
[4] Denotes that team is not subject to ineligibility for postseason competition due to the team`s demonstrated academic improvement.
[5] The team`s Level One penalty has been waived.
[6] The team`s Level Two penalty has been waived.
[8] The team is subject to a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.
[9] The team`s Postseason ineligibility has been waived.
[10] The institution's penalty waiver request is pending.
[11] Denotes that team`s APR data is under review.

NCAA Division I 2023 - 2024 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 06/16/2025

Sport (N)	Multiyear APR	2023-2024 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Divison I	Public Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Women's Golf (276)	1,000	1,000	90th-100th	80th-90th	993	993	993	995	992	991
Women's Soccer (347)	990	991	40th-50th	50th-60th	989	988	992	991	988	989
Women's Swimming and Diving (197)	989	1,000	20th-30th	50th-60th	992	992	994	992	995	991
Women's Tennis (311)	983	1,000	10th-20th	30th-40th	992	991	993	993	990	994
Women's Track (351)	990	984	60th-70th	50th-60th	984	982	987	986	981	984
Women's Volleyball (344)	987	1,000	20th-30th	40th-50th	990	989	992	993	986	990
By Sport - Co-Ed										

[1] Specific information on the playing and practice season penalty may be located in the AP General Summary document located on the Reports tab within the AP data collection portal.
[2] The team is also subject to a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.
[3] Denotes that team is not subject to ineligibility for postseason competition based on institutional, athletics and student resources and the team`s Graduation Success Rate.
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[6] The team`s Level Two penalty has been waived.
[8] The team is subject to a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.
[9] The team`s Postseason ineligibility has been waived.
[10] The institution's penalty waiver request is pending.
[11] Denotes that team`s APR data is under review.

LEWIS CLARK
STATE COLLEGE

Athletic Academic Progress Summary

The National Association of Intercollegiate Athletics (NAIA) evaluates and names Scholar Teams each year for their excellence in the classroom. Overall, the teams and athletes at LC State were quite successful during 2024-25. At the end of spring term, 2025, 4% of student athletes had achieved a perfect 4.0 cumulative GPA, 56% a 3.5 cumulative GPA or better and 78% a 3.0 cumulative GPA or better. The overall cumulative GPA was 3.4 for all LC State student athletes collectively.

The NAIA Scholar Team Award recognizes excellence in the classroom by NAIA teams. Teams must have a minimum 3.0 GPA to receive this award. For the academic year 2024-25, all thirteen of LC State's teams collectively achieved above 3.0 GPA's and are expected to be named as NAIA Scholars Teams (typically released in September):

Men's Sports recognized as Scholars Teams	Women's Sports recognized as Scholars Teams
Baseball	Basketball
Basketball	Cross Country
Golf	Golf
Track & Field (Indoor & Outdoor)	Track & Field (Indoor & Outdoor)
Tennis	Tennis
Cross Country	Volleyball
	Dance

Table 1: LC State Scholar Teams as calculated per NAIA definitions and submitted by July 1st, 2025, for AY 2024-25 teams.

LC State student athletes are often first generation college students and retain as students from year to year at exceptional rates.

Sport	% First Generation	% Retained*
Baseball	45.5%	68.42%
(M) Basketball	56.3%	58.33%
(W) Basketball	30.8%	81.8%
(M) Cross Country	58.8%	81.3%
(W) Cross Country	35.3%	92.3%
(M) Golf	11.1%	60%
(W) Golf	28.6%	42.9%
(M) Tennis	0%	64.3%
(W) Tennis	6.3%	75%
(M) Track	37.5%	92.6%
(W) Track	43.3%	84.6%
(W) Volleyball	31.6%	57.1%
Competitive Dance	73.3%	N/A
Total	36.4%	72.5%

Table 2: AY23-24 First Generation Status and Retention by Team.

***Retention:** The rate in which student-athletes continue towards graduation at a given institution.*
Calculation: [Returning Students / (Total Students – Graduates)] x 100

SUBJECT

Graduate Medical Education Committee Annual Report 2025

REFERENCE

December 2017	Board approved ten-year strategic plan for Graduate Medical Education.
June 2018	Board approved first reading of Board Policy III.C. Graduate Medical Education Committee.
August 2018	Board approved second reading of Board Policy III.C. Graduate Medical Education Committee.
August 2019	Board received an update on the status of graduate medical education in Idaho and the Board's ten-year graduate medical education plan.
August 2020	Board received an update on the implementation of the Board's graduate medical education plan.
September 2020	Board approved revision to FY 22 budget for graduate medical education.
August 2021	Board received an update on the implementation of the Board's graduate medical education plan.
August 2022	Board received an update on the implementation of the Board's graduate medical education plan.
August 2023	Board received an update on the implementation of the Board's graduate medical education plan.
August 2024	Board received an update on the implementation of the Board's graduate medical education plan.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.C.

BACKGROUND/DISCUSSION

Graduate Medical Education (GME) is the period of professional medical training following medical school in which physicians, known as residents, learn to become independent, competent, safe and skilled clinicians who will be licensed and certified in their chosen specialties. This training period typically lasts from three to seven years after medical school. Medical students are recruited from medical schools across the country and around the world to participate in Idaho GME programs. Completion of the residency program is a critical milestone, marking the end of physician training and preparing medical students to become skilled and caring physicians. Licensure to practice medicine requires successful completion of a residency.

Idaho currently ranks 45th in the United States for physicians per capita and 47th in the U.S. for number of GME residency positions per capita. Since 50-75% of residency program graduates live within 100 miles of where they graduate, there is a direct correlation between the number of GME programs, the number of GME residents in training, and the retention rate of the physician workforce in a state.

GME therefore becomes the essential ingredient to focus on to help build Idaho's current and future healthcare workforce.

IMPACT

A Ten-Year GME Strategic Plan was created in 2017 to increase the number of GME programs in Idaho from 9 to 21 over the course of a decade. Additionally, the goal is to expand from four fellowships to nine during this time frame. Fellowships consist of extended GME training for medical students after they have completed residency in a specialized area.

The intended impact of the GME Ten-Year Plan is to produce an additional 1,440 physicians over what would have been produced without this Ten-Year Plan. The State of Idaho will only contribute one-third of the expense to train a physician and will eventually pay approximately $14 million/year when the plan is fully built out. At least 50% of these physicians will be retained in the State of Idaho. Since each physician will generate approximately $1.9M per year in economic impact and 12 jobs per physician, the economic impact to Idaho will be approximately $1.9 billion and 12,000 new jobs. This will represent a 15.9 to 1 return on investment to Idaho while at the same time ensuring more accessible and affordable care that is of high quality and at a lower cost to the citizens of Idaho.

The last several years have created challenges in advancing the objective of the Ten-Year Plan. Governor Little has been very supportive of the GME work, but limited funding has created challenges in the ability to meet the current timeline. Despite these challenges, the plan has grown new GME (residency) programs from nine to 18 (100% increase), new fellowship programs from four to 14 (250% increase) and has also expanded the number of residents and fellows in training from 134 to 281 (110% increase). The Graduate Medical Education (GME) Committee's executive team will review the progress on the Ten-Year Plan throughout this year to assure that programs continue to advance.

The GME Committee has coordinated implementation of the Ten-Year Plan, including assessment and evaluation of the plan toward meeting desired outcomes associated with expanding the delivery of medical care across the state.

ATTACHMENTS

Attachment 1 – The Idaho 2025 Graduate Medical Education Committee Annual Report to the State Board of Education
Attachment 2 – GME Programs and Resident and Fellow Locations in Idaho as of July 1, 2025
Attachment 3 – Table of Idaho GME Programs with Current and Proposed Residents and Fellows
Attachment 4 – Idaho GME Program Dashboard and Metrics

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The Graduate Medical Education Committee has made adjustments in the last several years due to the limitations of resources that occurred with the COVID-19

pandemic, and the Ten-Year Plan experienced some slowing in the ability to meet planned targets. Attachment 1 describes the work that the Graduate Medical Committee has achieved from 2017 to present.

BOARD ACTION

This item is for informational purposes only.

July 6, 2025

The Idaho 2025 Graduate Medical Education Committee Annual Report to the State Board of Education

Ted Epperly, M.D., GME Coordinator
Moe Hagman, M.D., Chairman
Lisa Nelson, M.D. Vice-Chair

EXECUTIVE SUMMARY:

The Idaho Ten Year Graduate Medical Education (GME) Strategic Plan has been successful in expanding the number of residents and fellows and, ultimately, Idaho's physician workforce. This success is the result of continuous, sustained efforts among many partners committed to increasing the number of physicians in Idaho. This report summarizes some of our shared accomplishments and makes an FY 2027 budget request which builds on these past successes.

1. A Successful Seven Years

The Ten Year GME Strategic Plan was approved by the Idaho State Board of Education on December 5, 2017. The State Board of Education also reviewed and approved the midpoint update and progress of the Plan on February 16, 2023, by unanimous vote.

Over the past seven years, the Strategic Plan has grown new residency[1] programs from nine to 18 (100% increase) and new fellowship[2] programs from four to 14 (250% increase). Overall, this represents an increase in residents and fellows in training from 134 to 284 (119% increase).

With this growth, Idaho has climbed from 49th to 45th in the United States for the number of primary care physicians per 100,000 people.[3] Additionally, Idaho has improved from 49th to 47th for the number of GME resident physician positions per

[1] A residency is the initial 3-7 year of practical training a doctor receives after graduating from medical school.
[2] Fellowships provide additional subspecialty training after completing residency (e.g. Sports Medicine, Cardiology, Geriatrics, Family Medicine Obstetrics, etc.
[3] *U.S. Physician Workforce Data Dashboard 2024 State Physician Work Force Data Report -AAMC – January 2024*

100,000 people.[4] In fact, Idaho's increase in residents and fellows in ACGME accredited programs from 2010 to 2022 places the state 3rd in the United States for GME growth.[5]

Furthermore, all programs meet accreditation standards, have 100% resident position fill rates, and maintain high Board certification pass rates. Most programs have retained over 50% of their graduates to practice in Idaho. Additionally, most programs have 30% or more of their graduates practicing in rural and urban underserved communities in Idaho.

Today, graduate medical education in Idaho consists of ten Family Medicine residency programs, two Internal Medicine residency programs, four Psychiatry programs, one Pediatrics program and one Preliminary year program. Additionally, there are a total of fourteen fellowships (Sports Medicine, Obstetrics, Geriatrics, Hospitalist Medicine, Wilderness Medicine, HIV Medicine, Addiction Medicine, two fellowships in Rural Health, two fellowships in Behavioral Health/Primary Care Psychiatry, Faculty Development, Complex Cranial Neurosurgery and two chief resident fellowships in Internal Medicine and Pediatrics).[6]

The Strategic Plan calls for a buildout to 21 core residency programs with 389 residents/fellows in training each year.[7] When the plan was developed, Idaho ranked 49th in the nation for the number of primary care physicians per 100,000 population and 49th for the number of GME resident positions per 100,000 population. According to the most recent data from the American Association of Medical Colleges (AAMC), Idaho has now advanced from 49th to 45th for the number of primary care physicians per capita and from 49th to 47th for the number of GME residents per capita.[8] However, with the rapid growth of Idaho's population, our state has slipped back to 50th for the number of active physicians per 100,000 population.[9]

However, continued success and progress are not assured. The rapid growth and aging of Idaho's population threatens to push Idaho back to last in all categories. One example of this is the slip back to 50th position in Idaho's total physicians per capita.[10]

2. Fiscal Year 2026 Funding

[4] Ibid.
[5] Ibid.
[6] See attachment 1.
[7] *2017 Idaho Graduate Medical Education Ten Year Strategic Plan; https://boardofed.idaho.gov/board-facts/board-planning/graduate-medical-education-gme-in-idaho-10-year-plan/*
[8] U.S. Physician Workforce Data Report - *Association of American Medical Colleges (AAMC) 2024 State Physician Work Force Data Report – January 2024*
[9] *Ibid.*
[10] *Beckers Hospital Review – March 2022*

With the support of the Idaho State Board of Education, Governor Little, and the Idaho Legislature, the approved FY 2026 budget funds 21 new residents and fellows and will continue to build out six new residency programs, support three new fellowships and add one new Family Medicine program in the next year. This budget totaled $960,000.

Nine of these 21 new positions are in Family Medicine, five are in Psychiatry, four in Pediatrics and one in Internal Medicine. These new resident positions are in the communities of Caldwell, Pocatello, Rupert, Burley, Boise, and Nampa.

Five of the 21 new GME positions are funded by the Federal Government through the federal Health Resources and Services Administration (HRSA) as Full Circle Health is a Federally Qualified Teaching Health Center. Therefore, these five positions were included in the fiscal year 2026 budget for count, but not cost, as Teaching Health Center positions do not require state support.

3. Current Location of Idaho GME Programs and Idaho's Resident Physicians

Please refer to Attachments One and Four to see where the current Idaho GME programs, residents and fellows are located. Please note colors in green represent the 284 current residents and fellows in place as of the FY 2026 budget, and those in red represent the 26 new residents and fellows anticipated in FY 2027. This will bring the total to 310 by July 1, 2026, as noted in red. This growth places Idaho well on its way to the anticipated goal of 347 physicians in training by the end of the Ten Year GME plan. As noted earlier, this investment in GME by the State of Idaho ranks 3rd in the U.S. for percent increase in GME and helps Idaho in closing the physician work force gap.

4. Measuring Performance and Holding Programs Accountable

The Idaho Ten Year GME Strategic Plan includes meaningful metrics which hold programs accountable for performance and help to measure progress. The Idaho Graduate Medical Education Committee (GMEC) has put these metrics in a dashboard which is updated yearly as part of the annual report. [11]

The dashboard will show that all programs have 100% fill rates from the thousands of applicants that want to come to these programs. Almost all programs exceed the rolling five-year average for the percentage of physicians retained in Idaho at greater than 50% and in having greater than 30% of their graduates serve in rural Idaho or in urban underserved Idaho, which fills a great need. Some of the programs are new and will take several years to achieve their five-year rolling averages. Finally, as noted on the dashboard, all programs are of high quality, and all exceed the threshold for success in board certification pass rates as measured by a five-year rolling average.

[11] See attachment five.

5. New GME Programs on the Near Horizon

The Graduate Medical Education Committee is committed to fulfilling the directive it received from the Legislature in HB 333 (2025) to prioritize OB/GYN care as part of the broader training of Family Medicine physicians. We are working to add robust Family Medicine Obstetrical (FM-OB) fellowships to the existing GME programs offered in Idaho.

Additionally, there are five new programs currently in development. The first two of these programs are under the Mountain States Institute of Graduate Medical Education and Research (MSI). MSI is working with Saint Alphonsus Health System to develop programs in Internal Medicine in Boise and a Transitional Year Internship program in Nampa. These programs are still 2-3 years out from beginning and are not yet accredited by the ACGME. Mountain View Hospital in Idaho Falls is proposing one new program in Family Medicine in FY 2027 year and an Internal Medicine program in the near future. The last new program is at Full Circle Health in Emmett. All are awaiting final development and ACGME accreditation.

Further on the horizon are considerations for a General Surgery residency, an Emergency Medicine residency, and potential additional rural residency programs in southeast Idaho and North Idaho, as well as several new fellowships, including those in Family Medicine-Obstetrics.

6. Fiscal Year 2027 Budget Request

Overview

For fiscal year 2027, the Graduate Medical Education Committee is submitting a budget request for 26 new residents totaling $1,820,000. This funding includes the continued development of the child psychiatry residency in Pocatello, the psychiatry residency in Idaho Falls, the family medicine residency in Nampa and a new family medicine residency in Idaho Falls. Additionally, this includes funding for a Family Medicine – Obstetrical fellowship at a location to be determined (see below).[12]

Prioritizing Progress in Women's Health

In 2025, the Legislature clearly expressed its commitment to expanding obstetrics and gynecological care for women in Idaho. Specifically, HB 333 (2025) requires Idaho GMEC to "…immediately prioritize OB/GYN fellowships in its overall preparation and training of family medicine residents."

The creation of successful residency and fellowship programs typically requires years of advanced planning and preparation. There are significant organizational and institutional hurdles in developing additional FM-OB fellowships beyond those

contemplated by the Strategic Plan. These include identifying a Sponsoring Institution and Family Medicine residency program home in which to develop the FM-OB fellowship program, as these fellowships must be launched from an existing Family Medicine residency program. Additionally, there must be adequate financial and infrastructure resources to support the fellow, a dedicated, FM-OB trained Program Director, a willing health system with enough obstetrical deliveries to meet requirements, and sufficient faculty OB/GYN and Family Medicine physicians willing to train the fellow. These FM-OB Fellowships will need to be in urban locations where there are enough deliveries to provide both the Family Medicine residents and the FM-OB Fellows the robust experience needed for both program types. As of the date of this budget request, Idaho GMEC has not finalized arrangements for a new OB/GYN fellowship, but the Graduate Medical Education Coordinator and the Idaho GMEC as a whole are actively working on fellowship development. Towards this end, GMEC's FY 2027 request includes funding for this fellowship so that we can immediately move forward with this fellowship once the above needs and requirements are in place and fulfill the Legislature's mandate.

Catching up to Inflation

The Graduate Medical Education Strategic Plan has been successful because it is a collaboration between the state and many partners in the medical community. Every residency and fellowship reflects this partnership, with the state paying 1/3 of the total cost for resident's salary, training costs, liability insurance, and payment for the time of the doctors overseeing the resident/fellow's work. When the Graduate Medical Education Strategic Plan was first implemented, the cost of a residency was $180,000 per resident per year. While the state's portion of this total has remained fixed, the total cost of residencies has increased, reflecting broader increases in healthcare costs. The total average annual cost for a residency is now $210,000 per resident per year.

For several years, Idaho's partners have been bearing the burden of the state's share of these costs. This situation is increasingly untenable. An inflationary adjustment of the state's share of the cost of residencies and fellowships is urgently needed in order to maintain the partnerships that have been so successful in achieving the goals of the Strategic Plan. The FY 2027 request reflects this inflation-adjusted, per-resident/fellow cost to $70,000 per resident and fellow.

Moving Forward and Building on Success

The Idaho Graduate Medical Education Committee recognizes that FY 2027 may be a challenging budget year. However, building a physician workforce for Idaho's future is a multi-year process involving many partners, including the State of Idaho. A "break" in this process, even a temporary break, will have long-term ripple effects on all of these partners and on the process of training and graduating physicians to meet the demand

of Idaho's communities for high-quality medical care. The Strategic Plan has been successful because it has been a long-term, consistent, continuous effort over many years. We cannot afford an interruption. The recent passage of HB 368 (2025) is just one example of the deep interest and commitment of Idaho's decision-makers to undergraduate and graduate medical education. In short, we hope Idaho's decision-makers will support continued growth in graduate medical education and support this budget request.

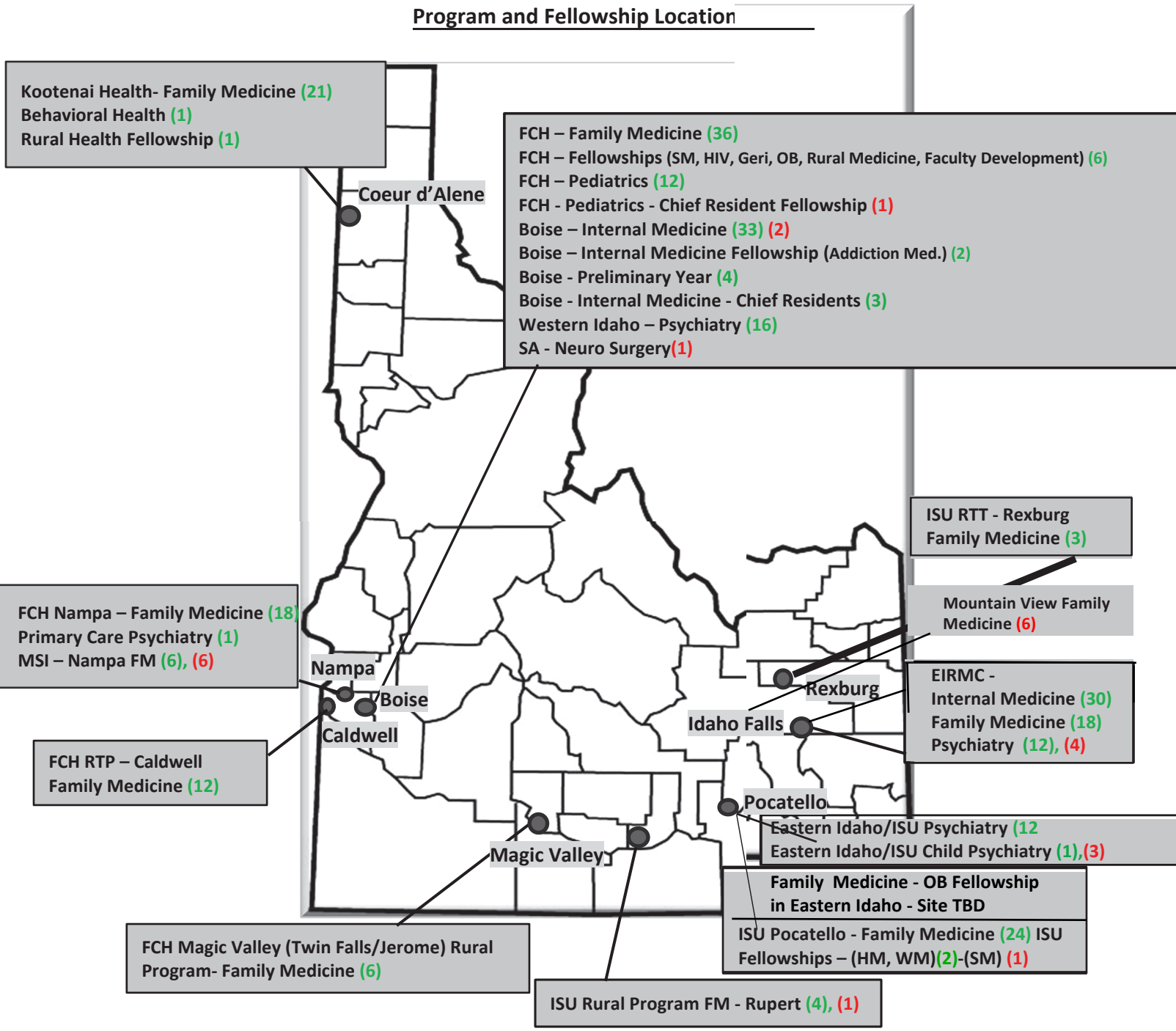
For these reasons, the Idaho GMEC is requesting an exception to the Governor's "Maintenance of Current Operations (MCO) only" directive for both of these requests.

7. Summary

Governor Little, the State Board of Education, the Joint Finance and Appropriations Committee, the Legislature as a whole, the Idaho Medical Association, the Idaho Academy of Family Physicians, the Idaho Hospital Association, and many other community partners deserve a round of thanks and congratulations for their foresight and dedication in improving medical education and, ultimately, an increase in the physician workforce and quality medical care for the people of Idaho.

We ask for your support as we continue to build on our mutual success!

Attachment One – GME Programs and Resident and Fellow Locations in Idaho as of July 1, 2025



Current Resident and Fellows in Idaho as of July 1, 2025 = 284

Potential New Residents and Fellows in Idaho as of July 1, 2026 = 26

Total Number of Residents and Fellows if FY 2027 budget for new Residents and Fellows Approved = 310

Attachment Four – Table of Idaho GME Programs with Current and Proposed Residents and Fellows (2025)

	Existing Residents / Fellows (July 1, 2025)	New Residents / Fellows (July 1, 2026)	Other (FY2025)
Full Circle Health			
Boise Family Medicine	36		
Caldwell FM Rual Training Track	12		
Magic Valley FM Rual Training Track	6		
Nampa Family Medicine	18		
Pediatrics (Boise)	12		
Pediatrics (Boise) – Chief Resident – New		1	
Fellowships (SM, HIV, GER, Rual, PCP, Faculty Development)	7		
Total	**91**	**1**	
Idaho State University			
Pocatello Family Medicine	24		
Fellowships (HM, WM) – (SM -New)	2	1	
RTT Rexburg Resident	3		
RTP Rupert	4	1	
Total	**33**	**2**	
Kootenai			
Coeur d/Alene Family Medicine	21		
FM/Behavioral Health Fellowship	1		
FM/Rual Fellowship	1		
Total	**23**		
Boise Internal Medicine			
Boise Internal Medicine	33	2	
Preliminary Year Intern Program	4		
IM Chief Resident	3		
Addiction Medicine Fellowship	2		
Total	**42**	**2**	
Western Idaho Psychiatry			
Boise Core Program	16		
Total	**16**		
Eastern Idaho Regional Medical Center			
Internal Medicine	30		
Family Medicine	18		
Psychiatry	12	4	
Total	**60**	**4**	
Eastern Idaho / ISU / Psychiatry			
UU/ISU Psychiatry	12		
UU/ISU Child Psychiatry	1	3	
Total	**13**	**3**	

MSIGMER / SA'S			
Family Medicine – Nampa	6	6	
Neurosurgery		1	
Total	**6**	**7**	
Mountain View – Idaho Falls			
Family Medicine		6	
Total		**6**	
Family Medicine – OB Fellowship			
Site – TBD in Eastern Idaho		1	
Total		**1**	
Grand Total	**284**	**26**	

Idaho Graduate Medical Education (GME) Program Dashboard and Metrics

Report to SBOE from GME Committee – Dashboard – Final 7-16-25

Program	First Graduating Class	100% Fill Rate for Incoming Class	ACGME Accreditation	Graduates Practicing in Idaho as Measured by Rolling 5-year Average ≥50% - Fam Med ≥40% - Int Med ≥30% - Psych ≥30% - Emerg Med ≥30% - Surgery	Graduates in continued fellowship training outside of Idaho *	≥30% of Graduates in Idaho Serve in Rural or Underserved Areas by Rolling 5-year Average		Graduates Practicing OB in Idaho as Measured by Rolling 5-year Average	≥80% Board Certification based on Rolling 5-year Average for First-Time Test Takers
						Rural**	Urban Underserved#		
Full Circle – Boise FM	1976	100%	Yes	25 of 58 / 43%	9	11 of 25 / 44%	12 of 25 / 48%	20 of 25 / 80%	100%
Full Circle – Fellowships	1999	50%	Yes	16 of 34 / 47%	NA	2 of 16 / 13%	12 of 16 / 75%	5 of 16 / 31%	NA
Full Circle – Caldwell FM	1998	100%	Yes	9 of 15 /53 %	2	3 of 9 /33 %	4 of 9 /44 %	2 of 9/22%	100%
Full Circle – Magic Valley Family Medicine RTT	2012	100%	Yes	8 of 9 / 89%	1	4 of 8 / 50%	3 of 8 / 38%	3 of 8/ 38%	100%
Full Circle – Nampa FM	2022	100%	Yes	15 of 24 / 63%	1	2 of 15 / 13%	11 of 15/ 73%	3 of 15 / 20%	100%
Full Circle – Pediatrics	2026	100%	Yes/Initial	NA	NA	NA	NA	NA	No data yet
ISU – Pocatello Fam Med	1994	100%	Yes	20 of 35 / 57%	2	9 of 20 / 45%	8 of 20 / 40%	7 of 20/ 35%	100%
ISU – Rexburg RTT	2022	100%	Yes	3 of 4 / 75% (4 years of data)	0	0 of 3 / 0% (4 years of data)	3 of 3 /100% (4 years of data)	2 of 3/ 67%	100% (4 years of data)
Kootenai Family Medicine	2017	100%	Yes	17 of 31 / 55%	0	8 of 17 / 47%	6 of 17 / 35%	3 of 17 / 18%	100%
Boise Internal Medicine	2014	100%	Yes	27 of 47 / 57%	3	0 of 27 / 0%	3 of 27 / 11%	NA	88% (national ave 88%)
Boise Addiction Medicine	2022	50%	Yes	1 of 5 / 20% (4 years of data)	0	0 of 0 / 0% (4 years of data)	1 of 1 / 100% (4 years of data)	NA	100% (4 year of data)
Western Idaho Psychiatry	2010	100%	Yes	10 of 18 / 56 %	1	1 of 10 / 10%	9 of 10 / 90%	NA	95% (national ave 90%)
EIRMC Internal Medicine	2021	100%	Yes	9 of 44 / 20%	6	1 of 9 / 11%	1 of 9 / 11%	NA	68% (2022-2024; national ave 88%)
EIRMC Family Medicine	2023	100%	Yes	9 of 16 / 56% (3 year of data)	0	0 of 9 / 0% (3 year of data)	9 of 9 / 100% (3 year of data)	1 of 9 / 11%	94% (3 year of data)
EIRMC Psychiatry	2026	100%	Yes/Initial	NA		NA	NA	NA	NA
U of U/ISU Psychiatry	2024	100%	Yes	2 of 6 / 33% (2 year of data)	0	0 of 2 / 0% (2 year of data)	2 of 2 / 100% (2 year of data)	NA	100% (1 year of data; national ave 90%)
U of U/ISU Child Psychiatry	2029	100%	Yes/Initial	NA	NA	NA	NA	NA	NA
Saint Al's/MSIGMER Fam Med	2028	100%	Yes/Initial	NA	NA	NA	NA	NA	NA

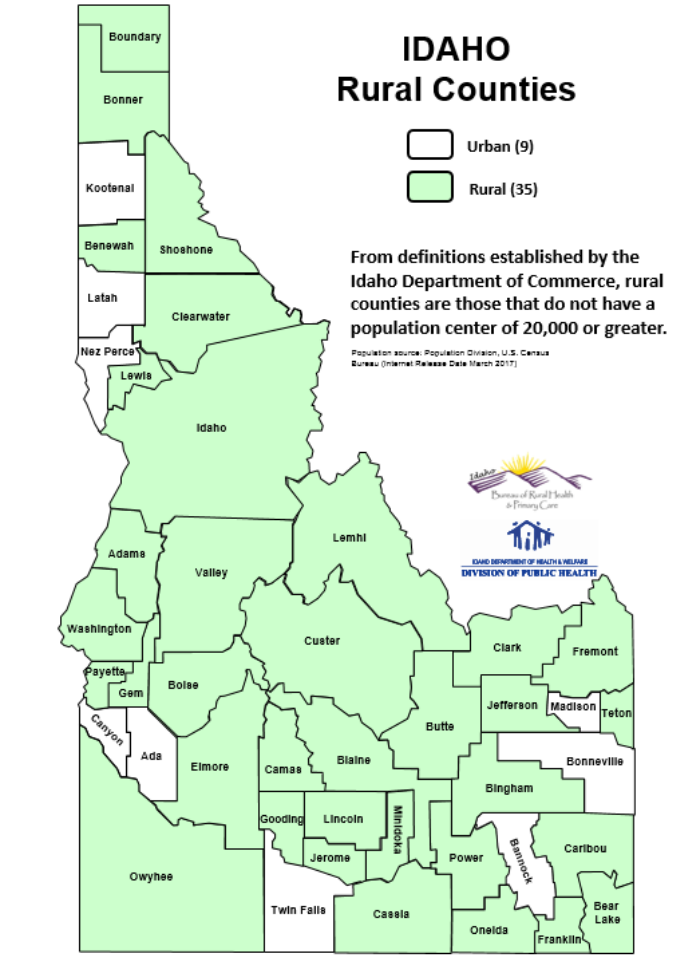
Key: Green – measure met Yellow – measure nearly met Red – not meeting measure

*Fellowship training outside of Idaho does not count in the denominator for a program until the resident finishes fellowship training. Programs will track these fellows. If they do not return to Idaho, they will then be added to the denominator for percentage calculations.

**Definition of Rural Idaho – According to the Idaho Department of Commerce, rural counties in Idaho are defined as those with <20,000 population. 35 of 44 counties in Idaho are rural by this definition. Non-rural counties are: Ada, Bannock, Bonneville, Canyon, Kootenai, Latah, Madison, Nez Perce, and Twin Falls.

#Definitions of Underserved Idaho

1. Primary Care Underserved - 97% of all of Idaho qualifies as a Health Professional Shortage Area (HPSA) for primary care. The only areas without a primary care HPSA designation are Ada County, half of Blaine County (Sun Valley area), and half of Bonneville County (Idaho Falls area).
2. Mental Health Care - 100% of Idaho (all counties and areas) are mental health HPSA's.
3. All FQHCs and Community Health Centers serve underserved Idaho.



SUBJECT

Semi-Annual Report of Approved Program Requests

REFERENCE

February 2021	Board received the semi-annual report
August 2021	Board received the semi-annual report
February 2022	Board received the semi-annual report
August 2022	Board received the semi-annual report
February 2023	Board received the semi-annual report
August 2023	Board received the semi-annual report
February 2024	Board received the semi-annual report
August 2024	Board received the semi-annual report

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.G., Postsecondary Program Review and Approval.

BACKGROUND/DISCUSSION

In accordance with Board Policy III.G.3.a.ii and 4.b., prior to implementation, the Executive Director, State Administrator or designees may approve actions related to academic and career technical programs or units as identified in those subsections.

Consistent with Board Policy III.G.9.a., the Board office is providing a semi-annual report of academic and career technical program requests from Idaho's public postsecondary institutions that were approved by the Executive Director, State Administrator or their designees between January 1, 2025, and June 30, 2025. A report of program changes requests approved by the full Board for the same time period, as well as a longitudinal view of program approvals and discontinuations over the past several years, are also included for informational and contextual purposes.

ATTACHMENTS

Attachment 1 – Semi-Annual Report of Approved Program Requests
Attachment 2 – Longitudinal View of Program Approvals and Discontinuations

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The report lists new academic or career technical programs and certificates approved by the Executive Director, State Administrator or their designees in accordance with Board Policy III.G. It also includes other instructional activities, such as modifications to existing programs, and non-substantial changes that require notification to the Board office.

For this current reporting cycle, there was an increase in program requests submitted for review and approval compared to the previous report shared with the Board in February 2025. This cycle included 34 program proposals to establish

new academic or career technical degree programs, discontinue existing degrees or certificates, or modify existing instructional programs. Program discontinuations increased, with 19 reported compared to five in the previous cycle. These included six associate's degrees, four baccalaureate degrees, two master's degrees, two associate of applied science degrees, and five career technical certificates. This also includes seven undergraduate and graduate certificates.

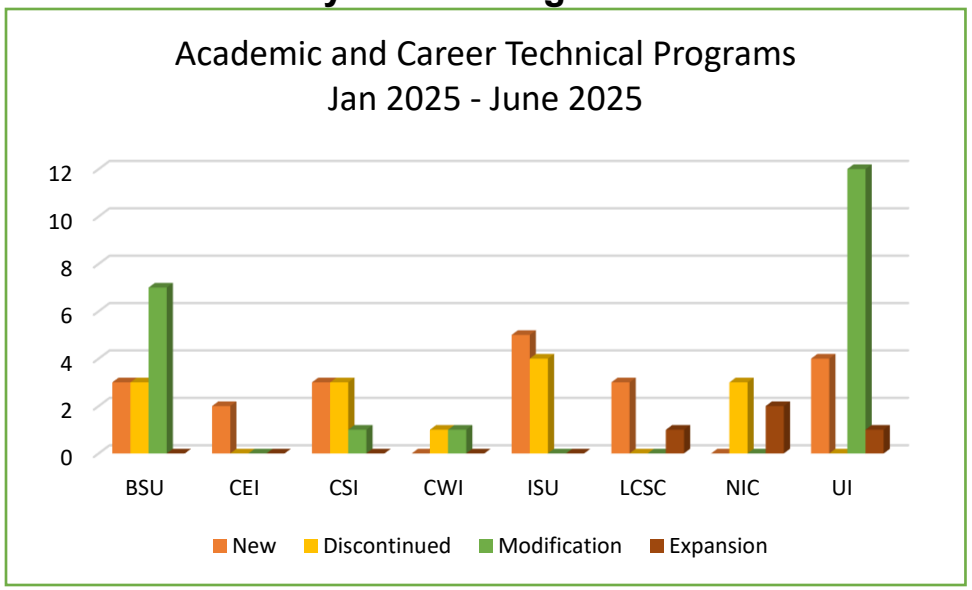
Staff notes there were more program components created, such as new academic undergraduate and graduate certificates, were established than new degree programs in general. There was also an increase in program emphases and concentrations added to existing programs.

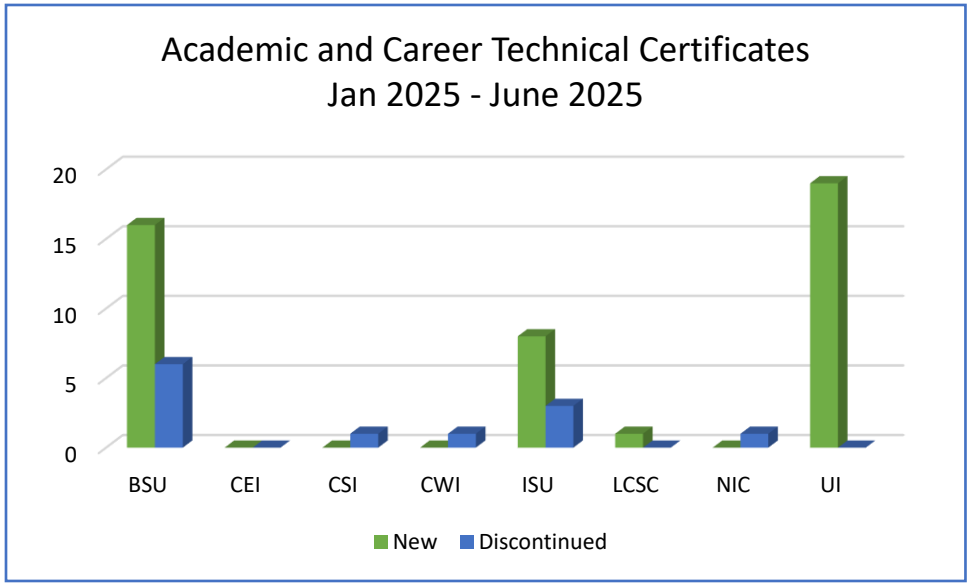
Staff will provide an overview of the trends in program growth and discontinuation over a five-year period.

BOARD ACTION

This item is for informational purposes.

Semi-Annual Report of Approved Program Requests
January 2024 through June 2024





List of Academic Program and Unit Requests Approved by Executive Director or Designee

INST.	Request Type	Program Title	Certificate Type	Date
BSU	Instructional Unit	New Department of Games, Interactive Media, and Mobile Technology	N/A	1/14/2025
UI	New	Geological Engineering B.S.	B.S.	1/23/2025
CEI	New	Education	AA	1/30/2025
ISU	New	Nuclear Engineering Technology Management (online)	BAS	1/30/2025
CSI	Discontinuance	American Sign Language	AA	1/30/2025
UI	Modification	Athletic Training	D.A.T	2/11/2025
UI	Modification	Athletic Training	M.S.	2/11/2025
UI	New	JD/MBA Concurrent Degree	J.D. | M.B.A.	2/11/2025
UI	New	JD/MBA Concurrent Degree	J.D. | M.B.A.	2/11/2025
BSU	New	Artificial Intelligence Science	B.S.	2/20/2025
UI	New	International Studies (BS)	B.S.	2/20/2025
UI	New	Kinesiology	Ph.D.	2/21/2025
CSI	Discontinuance	Communication	AA	2/25/2025
BSU	Discontinuance	Elementary Education - TESOL	B.A.	2/25/2025
BSU	Discontinuance	Public Health	B.S.	3/6/2025
BSU	Discontinuance	Public Health	B.A.	3/6/2025
ISU	Instructional Unit	New Department of Medical Laboratory Science	NA	3/10/2025
NIC	Discontinuance	Zoology	AS	3/12/2025
NIC	Discontinuance	Botany	AS	3/12/2025
NIC	Discontinuance	Photography	AA	3/12/2025
ISU	Discontinuance	Health Informatics	MS	3/26/2025
ISU	Discontinuance	Health Informatics - MSHI-1 Required Courses	MS	3/26/2025
ISU	Discontinuance	Health Informatics (online)	MS	3/26/2025
ISU	New	Science	AS	4/3/2025
BSU	New	Data Science	M.S.	4/14/2025
ISU	Discontinuance	Art	MFA	4/18/2025
CWI	Discontinuance	Fire Service Management	AA	5/1/2025
BSU	New	Business Analytics	M.B.A.	6/3/2025
ISU	Discontinuance	Unmanned Aerial Systems	BAS	6/24/2025

List of Other Academic Program/Unit Changes Notified to Executive Director

The following program changes or additions do not require approval; however, they require notification to OSBE per policy III.G.

INST.	Request Type	Program Title	Certificate Type	Date
ISU	New	Computed Tomography (CT) Alternate Modality	Academic Certificate	1/3/2025
UI	New	Undergraduate Research	Undergraduate Certificate	1/15/2025
UI	New	German for the Professions	Undergraduate Certificate	1/15/2025
UI	New	Chinese for the Professions	Undergraduate Certificate	1/15/2025
UI	New	Spanish for the Professions	Undergraduate Certificate	1/15/2025
UI	New	Global Citizenship	Undergraduate Certificate	1/15/2025
UI	New	Japanese for the Professions	Undergraduate Certificate	1/15/2025
BSU	New	Rural Health	Undergraduate Certificate	1/21/2025
BSU	New	Global Health	Undergraduate Certificate	1/21/2025
BSU	New	Public Health	Undergraduate Certificate	1/21/2025
ISU	New	Design & Technical Theatre	Certificate	1/21/2025
LCSC	New	Nonprofit Management	Certificate	1/22/2025
BSU	New	Creative Arts Technology	Undergraduate Certificate	1/30/2025
BSU	New	Writing with AI	Undergraduate Certificate	1/30/2025
BSU	New	Technical Theatre	Undergraduate Certificate	1/31/2025
BSU	New	+Public Service	Undergraduate Certificate	1/31/2025
BSU	New	+Public Service Experiences	Undergraduate Certificate	1/31/2025
BSU	New	Making Big Ideas Happen	Undergraduate Certificate	1/31/2025
UI	New	Material Behavior and Performance	Undergraduate Certificate	2/3/2025
UI	New	Rangeland Management	Undergraduate Certificate	2/3/2025
ISU	New	Teacher Leadership (online)	Graduate Certificate	2/3/2025
BSU	New	Beer and Wine Studies	Undergraduate Certificate	2/14/2025
BSU	New	Beer and Wine Studies (online)	Undergraduate Certificate	2/14/2025
BSU	Discontinuance	Professional Readiness	Undergraduate Certificate	2/14/2025
BSU	New	Applied Teamwork	Undergraduate Certificate	2/14/2025
BSU	New	Semiconductor for All	Undergraduate Certificate	2/14/2025
BSU	New	Professional Sales	Undergraduate Certificate	2/24/2025
UI	New	Foundations of Business Management	Undergraduate Certificate	2/24/2025
ISU	New	Multimedia Design & Development (online)	Graduate Certificate	3/12/2025
ISU	New	Instructional Design (online)	Graduate Certificate	3/12/2025
UI	New	Interaction Design	Undergraduate Certificate	3/28/2025

INST.	Request Type	Program Title	Certificate Type	Date
UI	New	Child Development	Undergraduate Certificate	3/28/2025
UI	New	Food, Nutrition, and Wellness	Undergraduate Certificate	3/28/2025
UI	New	French for the Professions	Undergraduate Certificate	3/28/2025
UI	New	Mechanical Design and Manufacturing	Undergraduate Certificate	3/28/2025
UI	New	Urban Design & Development	Graduate Certificate	3/28/2025
UI	New	Historic Preservation	Undergraduate Certificate	3/28/2025
UI	New	Managing Facilities for Efficiency and Health	Undergraduate Certificate	3/28/2025
UI	New	Water and the Environment	Undergraduate Certificate	4/4/2025
BSU	Discontinuance	Digital Literacies Instruction	Graduate Certificate	4/23/2025
BSU	Discontinuance	Literacy Instruction for Students with Exceptional Needs	Graduate Certificate	4/23/2025
BSU	Discontinuance	Computer Assisted Language Learning	Graduate Certificate	4/23/2025
NIC	Discontinuance	Diversity	Undergraduate Certificate	5/1/2025
BSU	Discontinuance	Literacy Partnership	Graduate Certificate	5/8/2025
BSU	Discontinuance	Evidence-Based Public Health	Undergraduate Certificate	5/8/2025
ISU	New	Honors Civic Engagement	Certificate	5/14/2025
UI	New	Hydrology	Graduate Certificate	5/27/2025
UI	New	Career and Community Studies	Undergraduate Certificate	5/27/2025

Other Academic Program Changes

INST.	Request Type	Program Title	Program Type	Date
UI	Modification	English Literature	Minor	1/15/2025
UI	Modification	Marketing	B.S.Bus.	1/15/2025
BSU	Name change	Community Driven Health Solutions to Foundations of Public Health	Undergraduate Certificate	1/17/2025
LCSC	Modification	Health – reduce credits required from 19 to 22	Minor	1/22/2025
LCSC	Modification	Elementary Education – reduce credits required from 16 to 13	BA/BS	1/22/2025
LCSC	Modification	Fitness – increase credits required from 13 to 14	Certificate	1/22/2025
LCSC	Modification	Movement Psychology – reduce credits required from 14 to 10	Certificate	1/22/2025
LCSC	Modification	Nursing Management and Leadership-increase credits from 10 to 11	Certificate	1/22/2025
LCSC	Name change	Cyber Management to Cybersecurity Management	BA/BS	1/22/2025
BSU	Relocate	Middle-Level (5-9) Social Studies Teaching Endorsement from College of Arts and Sciences to College of Education	N/A	1/30/2025
BSU	Name change	Sport, Information, and Culture to Sports, Media, and Communication	Undergraduate Certificate	1/30/2025
BSU	Name change	Integrated Media and Strategic Communications to Media Communications	BA	1/30/2025

INST.	Request Type	Program Title	Program Type	Date
BSU	Name change	Strategic Communications emphasis to Public Relations emphasis under the Media Communications program	BA	1/30/2025
BSU	Name change	Sport, Media and Communications emphasis to Sports emphasis under the Media Communications program	BA	1/30/2025
BSU	Name change	Integrated Media emphasis to Production emphasis under the Media Communications program	BA	1/30/2025
BSU	New	Professional	B.S. emphasis	1/30/2025
BSU	New	Social Media	B.A. emphasis	1/30/2025
BSU	New	Journalism	B.A. emphasis	1/30/2025
BSU	New	Media	B.A. option	1/31/2025
BSU	New	Communications	B.A. option	1/31/2025
BSU	New	Project	B.A. option	1/31/2025
	New	Musical Theatre Performance	Minor	1/31/2025
BSU	Name change	Econometrics to Economic Analytics and Causal Analysis	Graduate Certificate	1/31/2025
BSU	Modification	Respiratory Care (online)	B.S.	1/31/2025
BSU	Modification	Data-Driven Decision Making in Public Health	Graduate Certificate	1/31/2025
BSU	Discontinuance	Civil Engineering: Secondary Education emphasis	B.S. emphasis	1/31/2025
BSU	Name change	Integrated Strategic Communications (online) to Strategic Communications	BA	1/31/2025
BSU	Modification	Respiratory Care – changed method of delivery from online to hybrid	BS	1/31/2025
UI	New	Geology: Mining Geologist	Option	2/3/2025
ISU	Modification	Medical Laboratory Science (online-Meridian)	MS	2/3/2025
BSU	Modification	Health Management and Leadership	Graduate Certificate	2/12/2025
BSU	Name change	Public Health emphasis to Foundations of Public Health emphasis	BAS	2/12/2025
BSU	Modification	Magnetic Resonance Imaging – changed from online to hybrid	Undergraduate Certificate	2/12/2025
BSU	Modification	Diagnostic Medical Sonography – changed from online to hybrid	Undergraduate Certificate	2/12/2025
BSU	Name change	Health Services Leadership, Health Management Leadership to Health Management and Leadership	Graduate Certificate	2/12/2025
BSU	Name change	Device Physics to Semiconductor Device Physics	Undergraduate Certificate	2/12/2025
BSU	Name change	Computer Systems Engineering to Computer Engineering	B.S.	2/12/2025
LCSC	Modification	Elementary Education – reduce credits required from 128 to 125	BA/BS	2/12/2025
BSU	Discontinuance	Public Health, Environmental & Occupational Health Safety	B.S. emphasis	2/14/2025
BSU	Discontinuance	Public Health: Community Health Promotion	B.S. emphasis	2/14/2025
BSU	New	Interventional Cardiology (emphasis)	B.S. emphasis	2/14/2025
BSU	New	Computing: Artificial Intelligence	Ph.D. emphasis	2/24/2025
UI	New	Geology (non-thesis)	M.S.	2/24/2025

INST.	Request Type	Program Title	Program Type	Date
UI	Modification	Leadership & Organization Development	M.S.	2/24/2025
UI	Modification	Mechanical Engineering	B.S.	2/24/2025
UI	Modification	Geographical Information Systems	B.S.	2/24/2025
BSU	New	Interventional Radiology	B.S. emphasis	2/24/2025
BSU	New	Environmental and Occupational Health	Emphasis	2/24/2025
BSU	Modification	Geosciences – change method of delivery from hybrid to face-to-face	Ph.D.	2/24/2025
BSU	Modification	Geosciences – change method of delivery from hybrid to face-to-face	MS	2/24/2025
BSU	Relocate	Computing – relocate program from Department of Computer Science to School of Computing	Ph.D.	2/24/2025
ISBU	Discontinue	Sign Language Studies	Minor	3/10/2025
BSU	Relocate	Relocate the following programs to College of Education, Department of Educational Leadership, Research, and Technology from College of Engineering: • Organizational Performance and Workplace Learning, MS • Organizational Development, Graduate Certificate • Workplace Instructional Design, Graduate Certificate • Workplace E- Learning Design and Development, Graduate Certificate • Workplace Performance Improvement, Graduate Certificate •	N/A	3/20/2020
UI	Modification	Career and Technical Education: Business Technology & Marketing Education	B.S. option	3/28/2025
UI	Modification	Secure & Dependable Computing Systems	Graduate Certificate	3/28/2025
BSU	Discontinue	Applied Mathematics: Statistics Emphasis	B.S.	4/11/2025
BSU	New	Radiologic Sciences: Echocardiography and Vascular Ultrasound	B.S. emphasis	4/23/2025
BSU	New	Advanced Medical Imaging: Echocardiography and Vascular Ultrasound	B.S. emphasis	4/23/2025
BSU	CIP Code	Games, Interactive Media, and Mobile- change from 50.0411 to 11.0204	BS	5/7/2025
BSU	Modification	Physical Activity and Health – change from face-to-face to hybrid	Undergraduate Certificate	5/7/2025
BSU	Discontinue	Gerontology	Minor	5/8/2025
ISU	New	Global Studies: Global Politics and Economic Development (BA)	BA	5/14/2025
ISU	New	Global Studies: Global Culture and Identity	BA	5/14/2025
ISU	New	Global Studies: Global Culture and Identity (online)	BA	5/14/2025
ISU	New	Global Studies: Global Politics and Economic Development (online)	BA	5/14/2025
ISU	New	Global Studies: Global Security and Justice	BA	5/14/2025
ISU	New	Global Studies: Global Security and Justice (online)	BA	5/14/2025
ISU	New	Global Studies: Global Health and Environment	BA	5/14/2025

INST.	Request Type	Program Title	Program Type	Date
ISU	New	Global Studies: Global Health and Environment (online)	BA	5/14/2025
ISU	New	Business Administration: Public Administration	MBA Emphasis	5/30/2025
ISU	New	Business Administration: Cybersecurity	MBA Emphasis	5/30/2025
ISU	New	Geology: Geology Management Concentration	MS Concentration	5/30/2025
ISU	New	Geology: Geology Research Concentration	MS Concentration	5/30/2025
ISU	New	Geographic Information Sciences (GIS): Research Concentration	MS Concentration	5/30/2025
ISU	New	Geographic Information Sciences (GIS): Professional Concentration	MS Concentration	5/30/2025
ISU	New	Engineering & Applied Science: Computer Science Concentration	Ph.D. concentration	5/30/2025
ISU	New	Engineering & Applied Science: Physics Concentration	Ph.D. concentration	5/30/2025
ISU	New	Radiographic Science: Health Care Administration	BS emphasis	5/30/2025
ISU	New	Radiographic Science: Spanish for Health Professions	BS emphasis	5/30/2025
ISU	New	Radiographic Science: Anthropology	BS emphasis	5/30/2025
ISU	New	Radiographic Science: Informatics	BS emphasis	5/30/2025
ISU	New	Radiographic Science: Research	BS emphasis	5/30/2025
ISU	New	Geology: Engineering Geology	BS concentration	5/30/2025
ISU	New	Earth and Environmental Systems: Environmental Systems	BA concentration	5/30/2025
ISU	New	Earth and Environmental Systems: Environmental Systems	BS concentration	5/30/2025
ISU	New	Earth and Environmental Systems: Geospatial Systems	BS concentration	5/30/2025
ISU	New	Health Science: Pre-Occupational Therapy	BS concentration	5/30/2025
ISU	New	Health Science: Emergency Medical Services	BS concentration	5/30/2025
ISU	New	Health Science: Health Science	BS concentration	5/30/2025
ISU	New	Health Science: Health Occupations	BS concentration	5/30/2025
ISU	Modification	Secure Cyber Operations-reduced credits required from 12 to 9	Graduate Certificate	5/30/2025
ISU	Modification	Healthcare Administration-reduced credits required from 41 to 46	MHA	5/30/2025
ISU	Modification	Athletic Training-increased credits required from 57 to 59	MS	5/30/2025
ISU	Name change	Geotechnology post-baccalaureate certificate to Geographic Information System Graduate Certificate	Graduate Certificate	5/30/2025
ISU	CIP Code	Geographic Information System – change CIP Code to 43.0407	Graduate Certificate	5/30/2025
ISU	Modification	Geographic Information System – increased credits from 19 to 20-22	Graduate Certificate	5/30/2025
ISU	Modification	Statistics – reduced credits required from 30 to 27	Minor	5/30/2025
BSU	Name change	Microelectronics Education and Research Center	N/A	6/4/2025
BSU	Discontinuance	Management: Resort and Hospitality Management	B.B.A. emphasis	6/4/2025

List of Career Technical Program Requests Approved by State Administrator (by Type)

INST.	Request Type	Program Title	Program Type	Date
CEI	New	Technical Studies	AAS	1/17/2025
ISU	New	Semiconductor Manufacturing Technology	AAS	1/21/2025
ISU	New	Semiconductor Manufacturing Technology	ITC	1/21/2025
CSI	New	Teacher Apprenticeship Program	AAS	2/26/2025
LCSC	New	Medical Laboratory Technology	AAS	3/10/2025
LCSC	Expansion	Auto Mechanics	Specialized Certificate	3/10/2025
LCSC	New	Idaho Consortium for Physical Therapist Assistant Education	AAS	3/10/2025
ISU	New	Agricultural Business and Production Technology	AAS	3/19/2025
ISU	New	Agricultural Business and Production Technology	BTC	3/19/2025
NIC	Expansion	Basic Bookkeeping and Small Business Support	BTC	3/19/2025
NIC	Expansion	Advanced Manufacturing Engineering and CNC Technologies	A.A.S.	3/19/2025
CSI	Discontinuance	Water Resource Management	ITC	4/1/2025
CSI	New	Natural Resources Management	AAS	4/1/2025
ISU	Discontinuance	Pharmacy Technology	ATC	4/11/2025
CSI	New	Agriculture Education	AAS	4/23/2025
CSI	Discontinuance	Renewable Energy Systems Technology	AAS	4/24/2025
CWI	Discontinuance	Fire Service Management	BTC	5/1/2025
ISU	Discontinuance	Unmanned Aerial Systems	BTC	6/24/2025
ISU	Discontinuance	Unmanned Aerial Systems	ITC	6/24/2025
ISU	Discontinuance	Unmanned Aerial Systems	AAS	6/24/2025

List of Other CTE Program Changes Notified to State Administrator

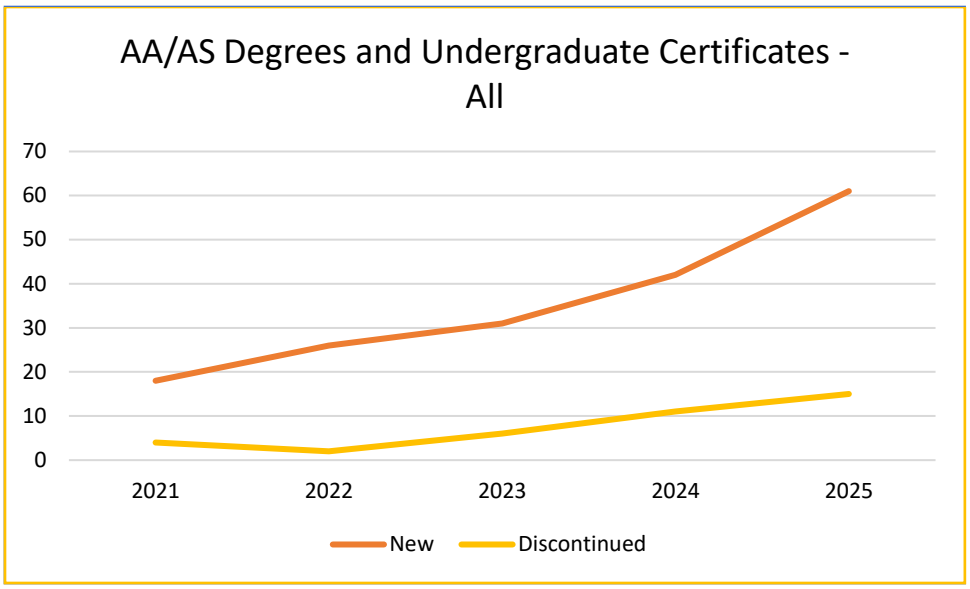
The following program changes or additions do not require approval; however, they require notification to OSBE per policy III.G.

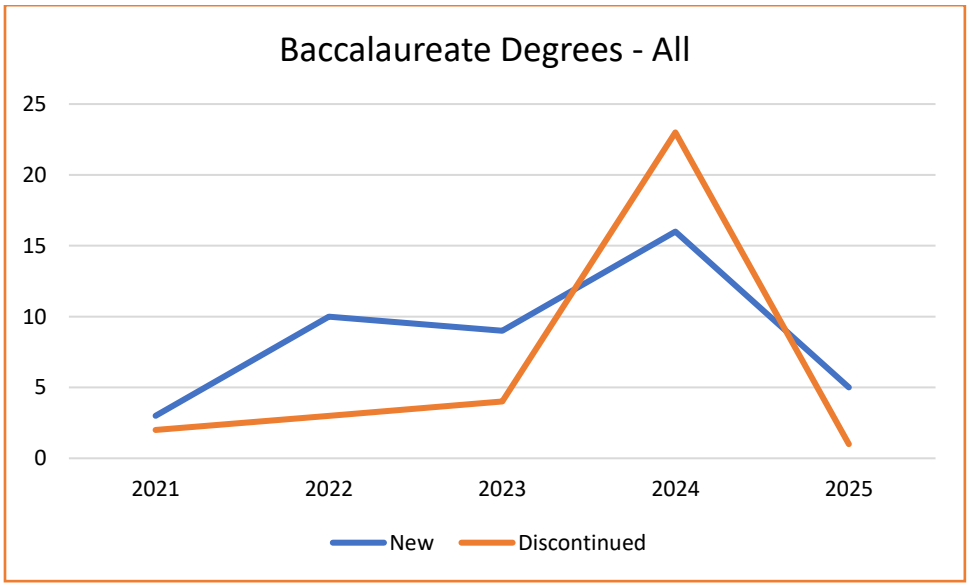
INST.	Request Type	Program Title	Degree	Date
CSI	New	Food Processing Technology (online)	AAS/BTC	8/4/2025
CWI	Modification	Computer Science and Information Technology Department	N/A	3/19/2025
LCSC	CIP Code	Interdisciplinary – from 24.0101 to 30.9999	AAS	1/7/2025
LCSC	CIP Code	Computer Information Technology and Security - Change from 11.0103 to 11.1001	ATC/BTC	1/7/2025
LCSC	CIP Code	Computer Information Technology and Security – Change from 11.0103 to 11.1002	AAS/ITC	1/7/2025
LCSC	CIP Code	Packaging Design – Change from 50.0409 to 50.0401	AAS/ITC	1/7/2025

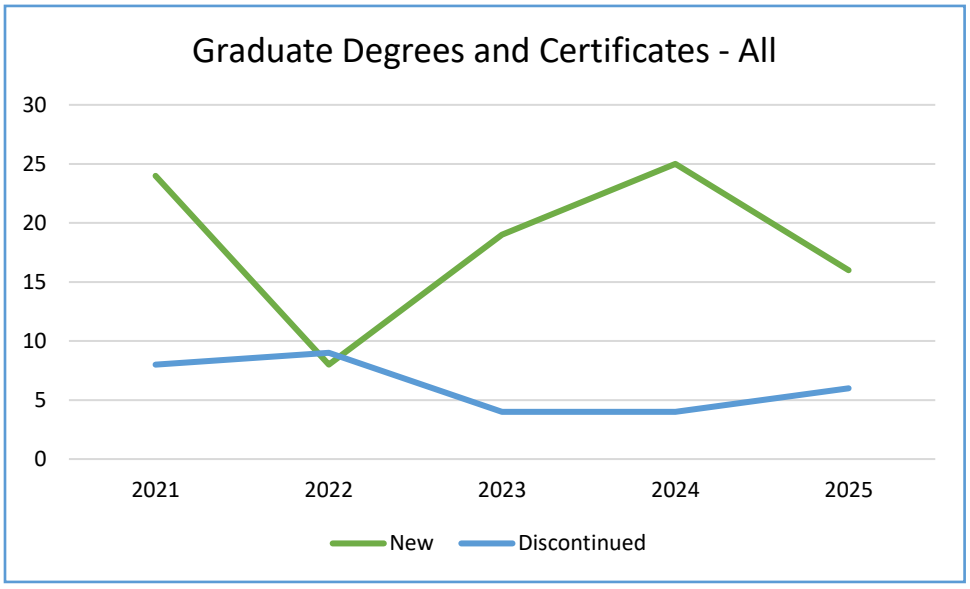
INST.	Request Type	Program Title	Degree	Date
CSI	Modification	Machining and Manufacturing Technology – increase credit requirements from 31 to 32	ITC	1/17/2025
LCSC	Modification	Collision Repair Technology – decrease in credits required from 67 to 66		1/22/2025
LCSC	Modification	Medical Assistant – decrease in credits required from 42 to 39		1/22/2025
LCSC	Modification	Industrial Maintenance/Millwright – decrease in credits from 55 to 52	ATC	1/22/2025
LCSC	Modification	Industrial Maintenance/Millwright – decrease in credits from 67 to 64	AAS	1/22/2025
CEI	Name Change	Energy Systems Technology to Electrical Controls Technology		2/10/2025
CWI	Modification	Applied Technology and Apprenticeship – increase in credits from 37 to 45	AAS	2/13/2025
CSI	Modification	Food Processing Technology- increase in credits required from 9 to 10	BTC	2/26/2025
ISU	Modification	Paralegal Studies – reduction of credits from 65 to 62-63	AAS	3/28/2025
ISU	Modification	Civil Engineering Technology-reduction of credits from 65 to 62-63	AAS	3/28/2025
ISU	Modification	Civil Engineering Technology-reduction of credits from 52-56 to 52-53	ATC	3/28/2025
ISU	Modification	Surveying Technician-reduction of credits from 24 to 19	BTC	3/28/2025
ISU	Modification	Information Technology Systems-reduction of credits from 64 to 63	AAS	3/28/2025
ISU	Modification	Computer Network Technician-increase in credits from 52 to 54	ATC	3/28/2025
ISU	Modification	Health Information Technology-reduction of credits from 69 to 66	AAS	3/28/2025
ISU	Modification	Health Information Technology: Medical Coding – reduction of credits from 38 to 37	ITC	3/28/2025
ISU	Name change	Accounting Technology to Bookkeeping and Accounting	AAS	3/31/2025

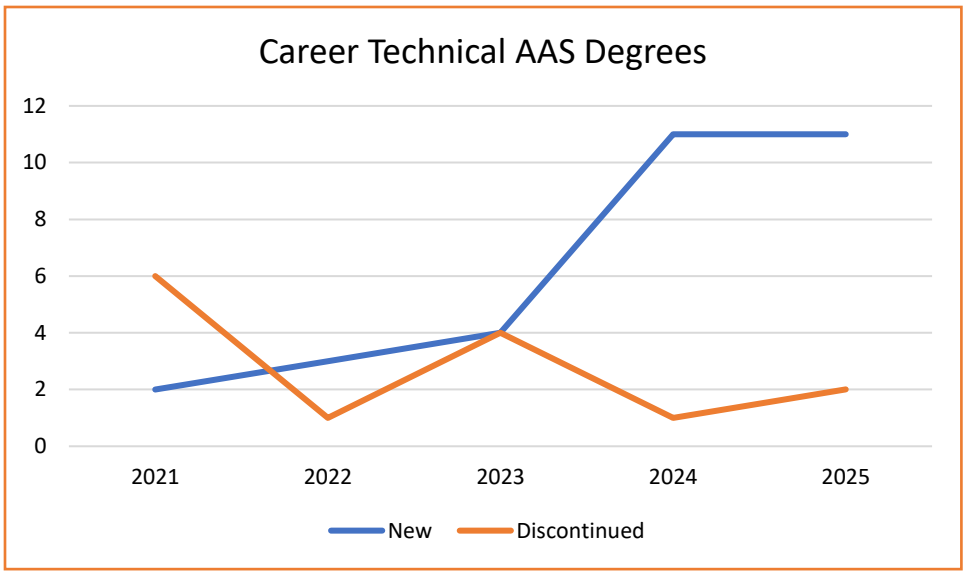
List of Academic Program Requests Approved by the Board

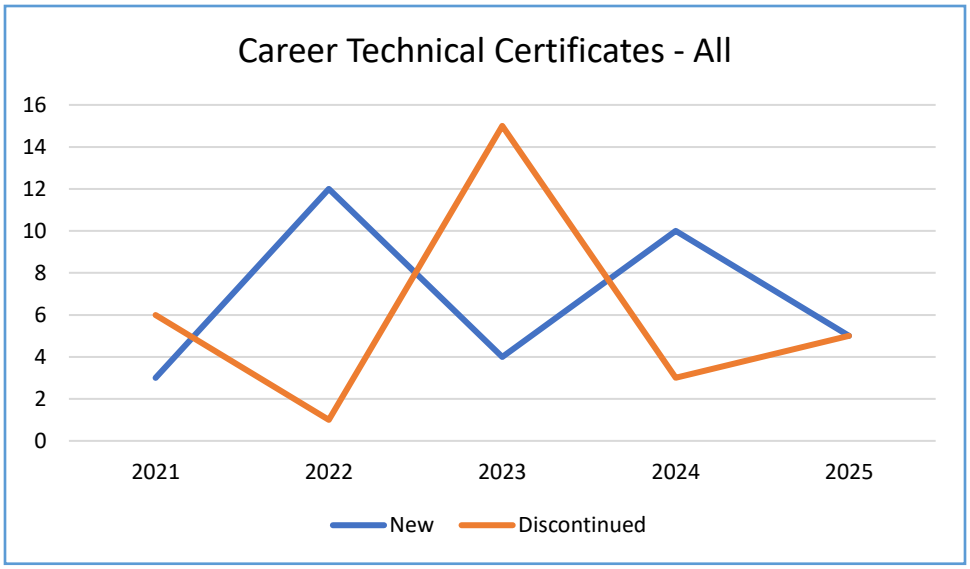
INST.	Request Type	Program Title	Degree	Date
ISU	New	Clinical Psychology	PsyD	2/20/2025
UI	New	Clinical Psychology	PsyD	2/20/2025
BSU	New	Vascular Ultrasound	Undergraduate Certificate	4/17/2025
BSU	New	Echocardiography	Undergraduate Certificate	4/17/2025
UI	Expansion	Electrical Engineering-Global	B.S.E.E.	4/17/2025
UI	New	Ed.D. in Learning, Leadership, and Innovation	Ed.D.	4/17/2025
LCSC	New	Direct-Entry Master of Science in Nursing	MSN	6/18/2025


AA/AS Degrees and Undergraduate Certificates - All
70
60
50
40
30
20
10
0
2021
2022
2023
2024
2025
New
Discontinued


Baccalaureate Degrees - All
25
20
15
10
5
0
2021
2022
2023
2024
2025
New
Discontinued


Graduate Degrees and Certificates - All
30
25
20
15
10
5
0
2021
2022
2023
2024
2025
New
Discontinued


Career Technical AAS Degrees
12
10
8
6
4
2
0
2021
2022
2023
2024
2025
New
Discontinued


Career Technical Certificates - All
16
14
12
10
8
6
4
2
0
2021
2022
2023
2024
2025
New
Discontinued

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Less Than Ten (10) Students Reported in Average Daily Attendance

REFERENCE

October 2017	Superintendent reported to the Board that eight (8) schools had requested approval and eight (8) were approved.
October 2018	Superintendent reported to the Board that nine (9) schools had requested approval and nine (9) were approved.
October 2019	Superintendent reported to the Board that nine (9) schools had requested approval and nine (9) were approved.
October 2020	Superintendent reported to the Board that six (6) schools had requested approval and six (6) were approved.
October 2021	Superintendent reported to the Board that five (5) schools had requested approval and five (5) were approved.
October 2022	Superintendent reported to the Board that six (6) schools had requested approval and six (6) were approved.
August 2023	Superintendent reported to the Board that eight (8) schools had requested approval and eight (8) were approved.
August 2024	Superintendent reported to the Board that ten (10) schools had requested approval and ten (10) were approved.
December 2024	Superintendent reported to the Board that one (1) additional school had requested approval, and that one (1) was approved.
June 2025	Superintendent reported to the Board that eleven (11) schools had requested approval and eleven (11) were approved.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code 33-1003(2)(f)

BACKGROUND/DISCUSSION

Idaho Code 33-1003(2)(f) states that *"Any elementary school having less than ten (10) pupils in average daily attendance shall not be allowed to participate in the state or county support program unless the school has been approved for operation by the State Board of Education."* At the November 18, 1999, meeting, the State Board of Education (Board) delegated authority to the State

Superintendent of Public Instruction to approve elementary schools to operate with less than ten (10) students in average daily attendance. This motion also required an annual update to the Board reporting which schools made a request to operate with less than ten (10) students in average daily attendance for the upcoming school year.

Idaho Code 33-1003(2)(f) requires that any school operating with less than ten (10) students in average daily attendance shall only be allowed to participate in state or county financial support programs if the school has been approved to operate by the State Board of Education.

A report listing the elementary schools that have requested to operate with less than ten (10) students in average daily attendance and whether approval was granted is to be provided to the Board at a meeting.

Subsequent to the sharing of the approval of the eleven (11) schools approved to operate with less than ten (10) students in average daily attendance during the 2025-2026 school year at the June 2025 Board meeting, Orofino Joint School District 171 submitted a request to operate a school that may have less than ten (10) students in average daily attendance during the 2025-2026 school year. Superintendent Critchfield approved that request. (Attachment 1)

The Superintendent's approval is presented to the Board for verification.

IMPACT

These approved schools will generate state funding for their school districts, per Chapter 10, Title 33, Idaho Code.

ATTACHMENTS

Attachment 1 – Superintendent Critchfield's approval and list of approved schools

STAFF COMMENTS AND RECOMMENDATIONS

This section will be completed by Board staff.

BOARD ACTION

This item is for informational purposes only.

Idaho Department of Education

Date: June 24, 2025

To: Superintendent Critchfield

From: Julie Oberle

Subject : Approval of Elementary Schools Having Less Than 10 ADA

Idaho Code 33-1003(2)(f) states:

Minimum Pupils Required. Any elementary school having less than ten (10) pupils in average daily attendance shall not be allowed to participate in the state or county support program unless the school has been approved for operation by the state board of education.

At the November 1999 meeting, the State Board of Education delegated authority to the State Superintendent of Public Instruction to approve elementary schools to operate with less than ten (10) average daily attendance and to report those that were requested and received approval to the State Board of Education.

The attached list includes eleven school districts and elementary schools that requested and received approval to operate during the 2025-2026 school year, anticipating there could be less than ten average daily attendance. This information was shared with the State Board of Education at their June meeting. After your approval of these eleven schools, Orofino Joint District 171 submitted a request to operate a school with less than ten students. The updated list now includes the twelve schools that could be operating with less than ten students for the 2025-2026 school year. Upon receiving your approval, I will prepare materials for the August State Board of Education meeting as well as an email to Orofino Joint District advising them of your approval.

Please let me know if you have any questions or if you would like to discuss.

I, Debbie Critchfield, Superintendent of Public Instruction, approve the updated attached list of schools to operate during the 2025-2026 school year with less than ten (10) average daily attendance.

Debbie Critchfield

Debbie Critchfield, Superintendent of Public Instruction
(208) 332-6800 | 650 W. State St., Boise, ID 83702 | sde.idaho.gov

2025-2026 Elementary Schools Approved to Operate with Less than 10 ADA

Idaho Code 33-1003(2)(f)

School District Name	Building Number	Building Name	Estimated Enrollment	Superintendent / Contact
071 Garden Valley	398	Lowman Elementary	4	Hannah Spafford
111 Butte County	438	Howe Elementary	4	Joseph Steele
171 Orofino	171	Cavendish-Teakean Elementary	11	Jason Hunter
191 Prairie	491	Prairie Elem-Jr High	5	Brenda Farnsworth (Bus. Mgr)
221 Emmett	710	Ola Elementary	11	Craig Woods
244 Mountain View	1287	Elk City School	8-10	Alicia Holthaus
261 Jerome	297	Jerome Academy	10	Brent Johnson
292 S. Lemhi	765	Tendoy Elementary	< 10	Shane Johnston
321 Madison	1468	Madison Online Elem. (4-6)	10-15	Randy Lords
364 Pleasant Valley	800	Pleasant Valley Elem-Jr High	12	Heather Williams
394 Avery	820	Calder School	9	Megan Sindt
416 Three Creek	835	Three Creek Elem-Jr High	5	Shannon Ault (Head Teacher)